



CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



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

REGULAR MEETING AGENDA

March 28, 2018

Closed Session 6:30PM Regular Session 7:00 PM

1. CLOSED SESSION

1A. Call Closed Session to Order

1B. Roll Call

1C. Public Comment on Closed Session Item

1D. Closed Session

Conference with Real Property Negotiations pursuant to Government Code 54956.8.

Property under review: 006-066-027-000

Negotiating parties: Edward F. Marson

Under negotiation: Price and terms of payment

2. CALL TO ORDER

2A. Call Open Session to Order

2B. Report from Closed Session

2C. Pledge of Allegiance

2D. Roll Call

2E. Approval of Agenda Order

This is the time to consider changes to the agenda including removal, postponement, or change to the agenda sequence.

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

3. PRESENTATIONS

3A. Maidu Village Concept Plan

Jeff Bordelon, Representative for Development

3B. Sewer Rate Study Findings

Mary Fleming and Karen McBride, RCAC Rural Development Specialist

4. CONSENT CALENDAR

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

RECOMMENDED ACTION: Approve Consent Calendar

4A. Minutes – Regular meeting March 14, 2018

Recommendation: Approve the Minutes of the Regular Meeting of March 14, 2018.

4B. Cash Summary – February 2018

Recommendation: Receive and file.

4C. City Manager authorization to request Federal/State Funds for Pond III Fissure repairs

Recommendation: Adopt Resolution 17-2018 designating the City Manager as authorized agent to execute and file applications with the California Governor’s Office of Emergency Service for the purpose of obtaining federal financial assistance and/ or state financial assistance.



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

March 28, 2018

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5. PUBLIC COMMENT

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

6. COUNCIL, STAFF AND OTHER REPORTS

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

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

6B. City Operations Update – City staff

6C. Additional Reports – Agency partners

7. COUNCIL BUSINESS

7A. Maidu Village Road Improvement Deposit Agreement

Staff Presentation: Alfred A. “Mick” Cabral, City Attorney

Recommendation: Discuss and consider adopting Resolution 18-2018 authorizing the City Manager to execute a Road Improvement Deposit Agreement with the developers of the Maidu Village Project.

7B. Caltrans Cooperative Agreement for the S. Auburn St and I-80 Roundabout Project

Staff Presentation: Marc Fernandez, Coastland Engineering

Recommendation: Adopt Resolution 19-2018 authorizing the City Manager to execute a Cooperative Agreement with Caltrans under the State Highway Operations and Protection Program (SHOPP) for the S. Auburn St. and I-80 Roundabout Project.

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

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

9. ADJOURNMENT

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


Lorraine Cassidy, City Clerk

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





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

1 OPEN SESSION

1A. **Call to Order**

Mayor Stockwin called the Meeting to order at 6:59PM.

1B. **Pledge of Allegiance**

Jim Wood, local volunteer, led the Pledge of Allegiance.

1C. **Roll Call**

Council members present: Douglass, Harvey, Mendoza, Stockwin

1D. **Approval of Agenda Order**

On a motion by Councilmember Harvey, seconded by Councilmember Douglass, the City Council approved the agenda order.

AYES: Douglass, Harvey, Mendoza, Stockwin

2 PRESENTATION

2A. **Union Pacific Railroad**

Francisco Castillo, Union Pacific Director of Public Affairs

Mr. Castillo updated Council regarding the derailment incident of February 22, 2018 when three empty, non-hazardous tank cars had a mechanical breakdown causing the train to come to an emergency stop. The train had a total length of 109 cars and took a mile to come to a complete stop. Thirty railroad ties were immediately replaced to allow train travel at a reduced speed. Eventually, Union Pacific will replace 200 to 250 ties as a result of the incident.

City Manager Heathcock informed Council staff is in contact with Union Pacific officials to have the City sidewalk and platform damages repaired.

Tim Ryan, 300 N. Main Street, asked technical questions of Mr. Castillo regarding the incident. Councilmember Harvey reminded everyone to stay back from railroad crossings in case emergencies occur.

Mr. Castillo presented a PowerPoint explaining the safety processes used by Union Pacific. He mentioned the Union Pacific foundation which offers grants for safety, and community development and offers hazmat emergency response classes to law enforcement.

Councilmember Harvey asked if the Colfax deputies have taken the Union Pacific classes.

Sergeant Conners will be in touch with Mr. Castillo to see if it is feasible to provide the training to the deputies.

3 CONSENT CALENDAR

3A. **Minutes - Regular Meeting February 28, 2018**

Recommendation: Approve the Minutes of the Regular Meeting of February 28, 2018.

3B. **Easements for Village Oak subdivision development**

Recommendation: Adopt Resolution 16-2018 authorizing acceptance of the Emergency Vehicle Access Easement, the Sewer Easement and the Public Utility Easement between the City of Colfax and the Village Oaks Community, LLC, Sierra Oaks Estates, LLC, and Pinetop Properties, LLC.

3C. **Sierra Vista Community Center Donation**

Recommendation: Authorize donation \$50 to organizer of the Chocolate, Wine, and Art Indulgence event at Sierra Vista Community Center from the Council budget for Economic Development – Event Support.

On a motion by Mayor Pro Tem Mendoza, seconded by Councilmember Douglass, Council approved the Consent Calendar.

AYES: Douglass, Harvey, Mendoza, Stockwin

4 PUBLIC COMMENT

Tim Luckinbill, representative from the Colfax Lions

- Mr. Luckinbill explained the Lions' Club plan to initiate a Cruise Night for antique cars owners on the third Friday of the summer months in conjunction with the Art Walk. It should be a fun way to bring more people downtown. The Lions Club will provide insurance for its participants.

Chris Dion, area resident

- Mr. Dion handed Mayor Stockwin a petition against the proposed roundabout.
- He mentioned several items about which he is unhappy: the detail on the agendas, road conditions, Brown Law particulars, and operations of local businesses.

Melanie Forsythe, Colfax Elementary School parent

- Ms. Forsythe commented on the fundraising efforts for the sixth grade science camp. The camp is very expensive.

Mr. Luckinbill suggested she contact the local service clubs such as the Lions Club as they would be more than willing to help.

5 COUNCIL, STAFF, AND OTHER REPORTS**5A. Committee Reports and Colfax Informational Items – All Councilmembers**

Councilmember Harvey

- Councilmember Harvey stated the Placer County Transportation Planning Agency board will be meeting in closed session to interview candidates for the executive director position.

Councilmember Douglass

- Councilmember Douglass mentioned the Pioneer Energy public meeting will be Monday at 3:00PM. All Placer County residents are welcome to attend and voice their opinions. Pioneer Energy currently plans to set rates 10% under PG&E rates.
- He attended the Chamber Luncheon.

Mayor Pro Tem Mendoza

- Mayor Pro Tem Mendoza relayed a "Thank you" to Council and the community from the Green Machine for the success of their Crab Feed fundraiser last week.

Mayor Stockwin

- Mayor Stockwin attended the Chamber Luncheon and was pleased Foxey McCleary received the Scoop Thurman Award Community Service Award.
- The rain report stands at 8.5 inches in March with a season total of 32 inches.

5B. **City Operations – City Staff***City Manager Heathcock*

- City Manager Heathcock announced Chris Clardy will be stepping into the Community Services Director position on Monday. This is a good example of internal succession which will potentially allow others to move up in the organization.
- The City has received no response from the Historic Hotel owners, so a lien will be filed with the County tomorrow.

Mick Cabral, City Attorney

- City Attorney Cabral stated he has been working with the developer of Maidu Village on the terms of the agreement for their portion of the roundabout expenses. The developer has been easy to work with and hopefully the details will be ready to bring to Council by the next meeting.

5C. **Additional Reports – Agency Partners***Sergeant Ty Conners, Placer County Sheriff Office Colfax Substation Commander*

- Sergeant Conners informed Council the County will implement a reservation system for the Bear River Campground. Although the campground is outside of City limits, this should benefit the community and simplify law enforcement interaction at the campground.

Officer Chris Nave, California Highway Patrol (CHP) Gold Run Public Information Officer

- Officer Nave stated it is the 2 year anniversary of CHP Officer Nathan Taylor's death. The officer's in the area continue to gratefully remember the support offered by the City during the aftermath of that tragic loss.
- CHP will be hosting another Winter Driving Safety Clinic at the Gold Run Rest Stop this Friday.

Chief Brian Eagan, Colfax Fire Department Battalion Chief

- Chief Eagan stated the department has seven active volunteers and he has approved four new applications.
- He is working with the volunteers to put together purchase orders for the \$37,000 matching funds received from the VFA Grant through Cal Fire. The 2018/2019 grant application will be brought to Council soon.
- Chief Eagan explained in detail how the Fire Department responds to emergency hazmat situations or potential situations such as the train derailment. Cal Fire regularly trains with Union Pacific personnel.
- He (and Sgt. Conners) recommended everyone register their cell phone for Reverse 911 at PlacerAlert.org.

Councilmember Harvey thanked Chief Eagan for the excellent report.

Frank Klein, President Colfax Area Chamber of Commerce

- Mr. Klein reported the annual Chamber Luncheon was a success and he thanked Foxey for her contributions to the community.
- The Chamber Board elected new officers yesterday: Frank Klein, President; Randy Eley, Vice-President; and Tim Ryan, Secretary.
- The first mixer of the year will be in April.

Fred Abbott, Event Liaison

- Mr. Abbott talked about plans for Railroad Days which will be the third weekend in September.

Foxy McCleary, Sierra Vista Community Center

- Ms. McCleary invited everyone the monthly VFW Breakfast held the 2nd Sunday of every month.
- She reminded everyone the Chocolate, Wine, and Art will be on April 22nd.
- She also announced the Sierra Vista Community Center Painting Party will be on March 23rd. Community members are invited to enjoy lessons and refreshments.

Sharon Conners, Sierra Vista Community Center

- Ms. Conners thanked the Council for the donation towards purchase of the Chocolate Wine and Art Indulgence event banner.
- She mentioned Lumenaris is open and a lovely addition to Colfax.

6 COUNCIL BUSINESS

6A. Agreements with Vision Quest for Information Technology Services

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Adopt Resolution 17-2018 authorizing the City Manager to enter into a professional services agreement with Vision Quest Information Solutions Inc. for a three year term with an option to renew for an additional two years.

City Manager Heathcock explained the City has used the services of Vision Quest for about 7 months with good results. Staff is recommending Council formalize the relationship with Vision Quest and lock in the rates with a long-term agreement. Staff has also received quotes for website design and recommends Vision Quest as the lowest cost proposal for website design. Steve Reis with Vision Quest is present to answer any questions that may arise.

Councilmember Douglass stated he would like to see a more detailed analysis and proposal of costs from Vision Quest as well as proposals from other companies.

Council and staff discussed the concerns and decided to table this topic so staff could bring back a more detailed report for Council's approval.

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

Councilmember Douglass announced the girls' basketball team will be competing in state finals this week.

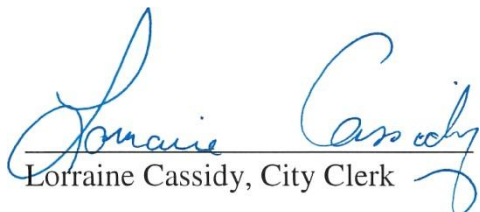
Councilmember Douglass asked if there is an Emergency Management Plan in place and was informed the plan is in City Hall.

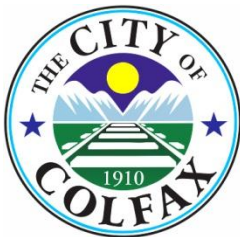
8 ADJOURNMENT

Councilmember Harvey made a motion, seconded by Mayor Pro Tem Mendoza to adjourn the meeting.

As all were in favor, Mayor Stockwin adjourned the meeting at 8:40PM.

Respectfully submitted to City Council this 28th day of March, 2018


Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MARCH 28, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: March 19, 2018
SUBJECT: City of Colfax Cash Summary Report: February 2018

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Accept and file City of Colfax Cash Summary Report: February 2018.

BACKGROUND AND ANALYSIS:

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

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

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

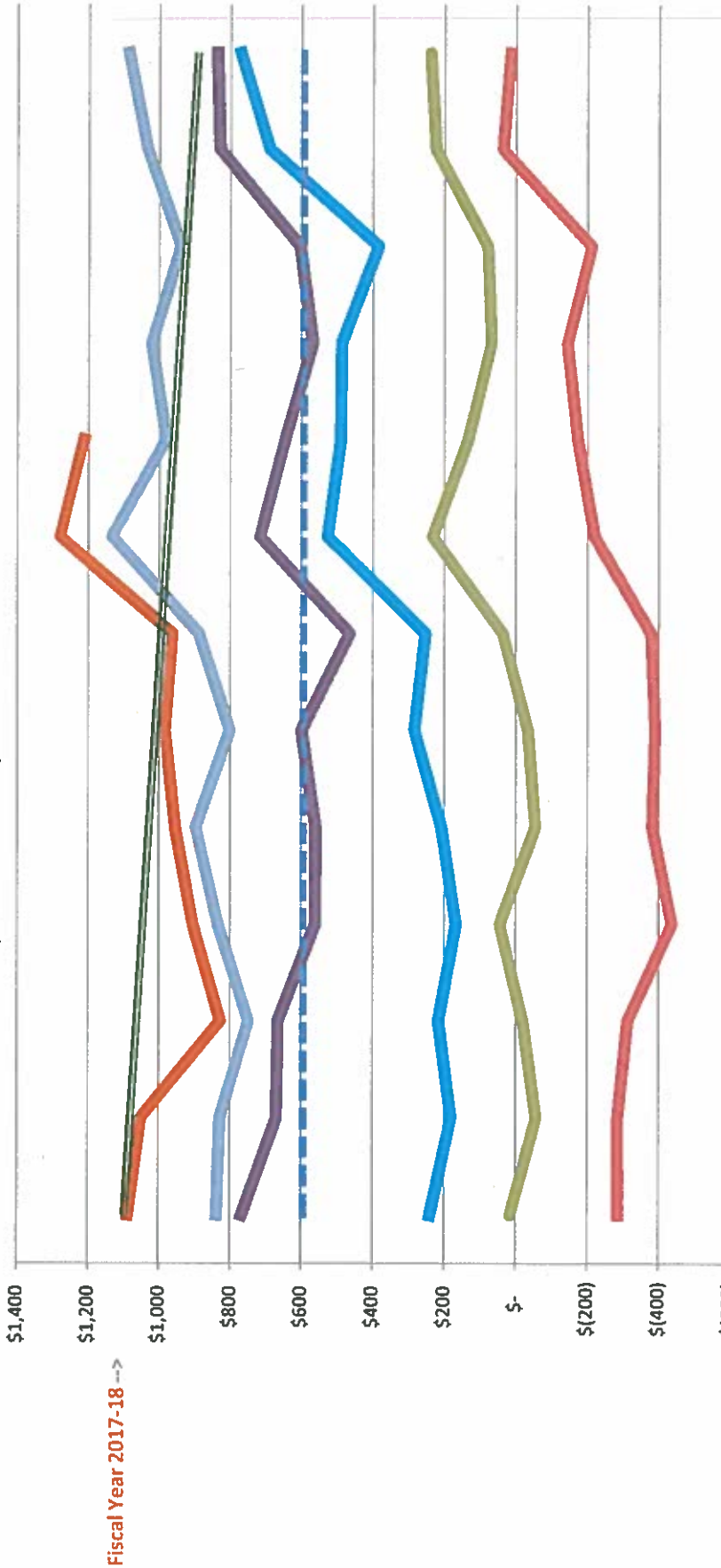
- Negative cash fund balances in Special Revenues and Capital project funds are due to timing of funding allocations and reimbursements.
 - Fund 250 - Streets& Roads – The first allocation from PCTPA for FY2017-2018 funding has been received in February. The balance of PCTPA funding and transfer of internal General Funds as budgeted will finalize in June.
 - Fund 355 and 385 – Initial project costs to be reimbursed with project funding.
- Major Expenses for February included:
 - Bi annual payment for purchase of Winner Chevrolet property - \$115K
 - Annual audit fees - \$21K
- Major Revenues for February included:
 - Monthly estimated sales tax revenues
 - Sale of miscellaneous property - \$17K

ATTACHMENTS:

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

City of Colfax - February 2018 General Fund Reserved Cash Analysis

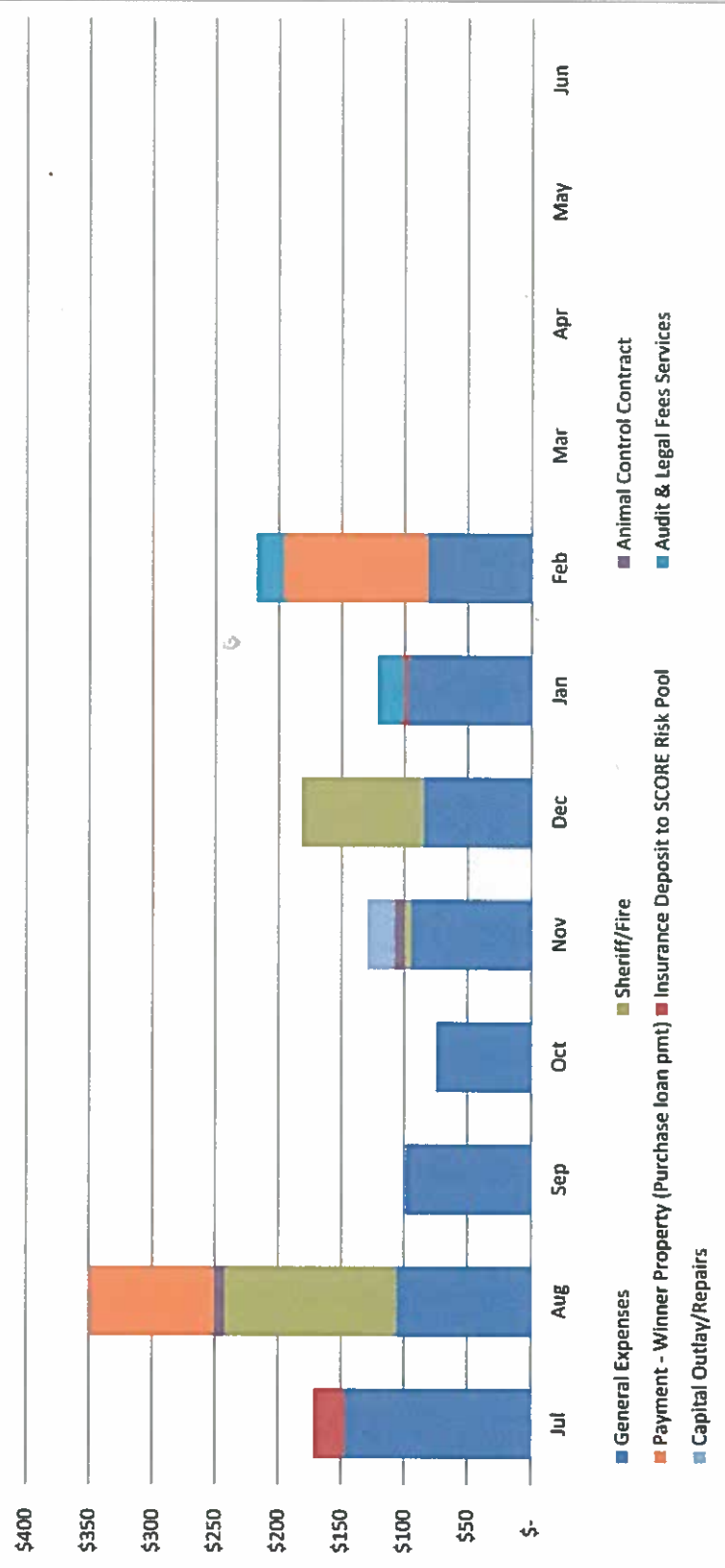
(Dollars in Thousands)



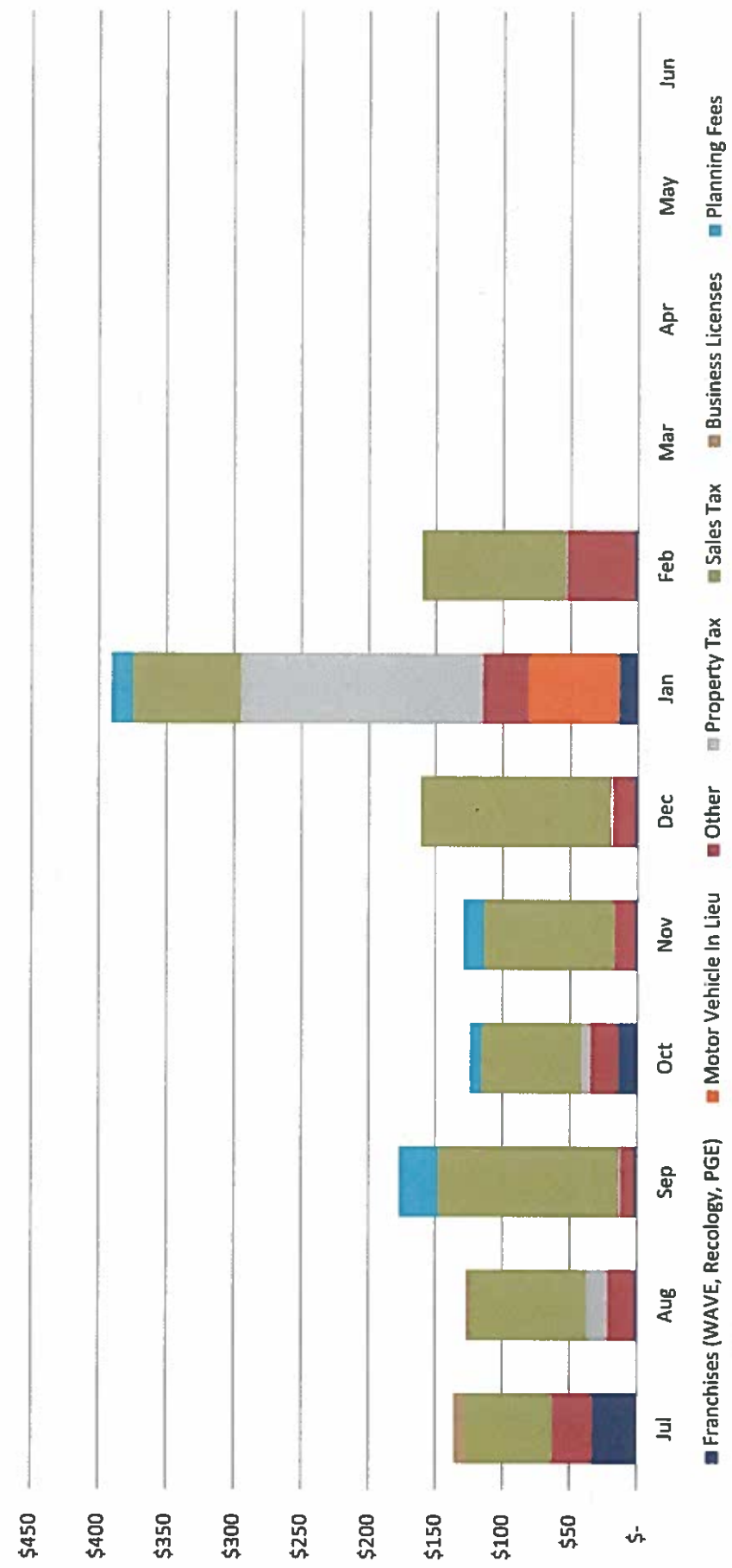
	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212				
Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	1086
Cash Balance FY2015-16	\$768	\$670	\$666	\$562	\$561	\$601	\$466	\$717	\$647	\$569	\$605	\$831	838
Cash Balance FY2014-15	\$240	\$181	\$217	\$167	\$209	\$284	\$253	\$528	\$491	\$489	\$385	\$691	773
Cash Balance FY2013-14	\$15	\$(57)	\$(20)	\$45	\$(55)	\$(34)	\$36	\$233	\$134	\$69	\$79	\$225	240
Cash Balance FY2012-13	\$(287)	\$(286)	\$(314)	\$(438)	\$(383)	\$(391)	\$(380)	\$(221)	\$(173)	\$(144)	\$(212)	\$37	15
*Reserves (Ops, Cap, Pen)	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595
Budget FY2017-18	\$1,096	\$1,079	\$1,062	\$1,045	\$1,028	\$1,011	\$994	\$977	\$960	\$943	\$926	\$909	\$892

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

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



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



City of Colfax
Cash Summary
February 28, 2018

	Balance 01/31/2018	Revenues In	Expenses Out	Transfers	Balance 02/28/2018
US Bank	\$ 184,375.92	\$ 729,795.87	\$ (548,714.92)	\$ 75,000.00	\$ 440,456.87
LAIF	\$ 3,900,771.75	\$ -		\$ (75,000.00)	\$ 3,825,771.75
Total Cash - General Ledger	\$ 4,085,147.67	\$ 729,795.87	\$ (548,714.92)	\$ -	\$ 4,266,228.62
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	\$ 4,085,447.67	\$ 729,795.87	\$ (548,714.92)	\$ -	\$ 4,266,528.62

Change in Cash Account Balance - Total \$ 181,080.95

Attached Reports:

1. Cash Transactions Report (By Individual Fund)	
2. Check Register Report (Accounts Payable)	\$ (323,658.86)
3. Cash Receipts - Daily Cash Summary Report	\$ 432,775.47
Payroll Checks and Tax Deposits	\$ (57,130.89)
Utility Billings - Receipts	\$ 128,646.03
Service Charge/Adj/Voids	\$ 449.20
	\$ -
	<u>\$ 181,080.95</u> \$

Prepared by: Laurie Van Groningen
Laurie Van Groningen, Finance Director

Reviewed by: Wes Heathcock
Wes Heathcock, City Manager

City of Colfax

Cash Transactions Report - February 2018

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 1,385,556.31	\$ 149,093.45	\$ (211,820.90)	\$ 1,322,828.86
Fund: 120 - Land Development Fees	\$ 39,669.81	\$ 1,500.00	\$ (6,162.50)	\$ 35,007.31
Fund: 570 - Garbage Fund	\$ (145,717.03)	\$ -	\$ -	\$ (145,717.03)
Fund Type: 1.11 - General Fund - Unassigned	\$ 1,279,509.09	\$ 150,593.45	\$ (217,983.40)	\$ 1,212,119.14
Fund Type: 1.14 - General Fund - Restricted				
Fund: 571 - AB939 Landfill Diversion	\$ 28,117.26	\$ -	\$ -	\$ 28,117.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 784,875.17	\$ -	\$ (4,102.95)	\$ 780,772.22
Fund Type: 1.14 - General Fund - Restricted	\$ 812,992.43	\$ -	\$ (4,102.95)	\$ 808,889.48
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ 24,041.37	\$ -	\$ -	\$ 24,041.37
Fund: 211 - Mitigation Fees - Drainage	\$ 3,087.79	\$ -	\$ -	\$ 3,087.79
Fund: 212 - Mitigation Fees - Trails	\$ 43,258.60	\$ -	\$ -	\$ 43,258.60
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 82,137.43	\$ -	\$ -	\$ 82,137.43
Fund: 214 - Mitigation Fees - City Bldgs	\$ -	\$ -	\$ -	\$ -
Fund: 215 - Mitigation Fees - Vehicles	\$ -	\$ -	\$ -	\$ -
Fund: 217 - Mitigation Fees - DT Parking	\$ 24,663.87	\$ -	\$ -	\$ 24,663.87
Fund: 218 - Support Law Enforcement	\$ 3,136.06	\$ 13,851.35	\$ -	\$ 16,987.41
Fund: 244 - CDBG Program Inc - ME Lending	\$ 211,470.61	\$ 1,000.00	\$ -	\$ 212,470.61
Fund: 250 - Streets - Roads/Transportation	\$ (95,294.65)	\$ 62,007.23	\$ (98,262.40)	\$ (131,549.82)
Fund: 253 - Gas Taxes	\$ 21,416.66	\$ 946.91	\$ (1,417.07)	\$ 20,946.50
Fund: 270 - Beverage Container Recycling	\$ 18,059.39	\$ -	\$ -	\$ 18,059.39
Fund: 280 - Oil Recycling	\$ 2,109.42	\$ 1,453.03	\$ -	\$ 3,562.45
Fund: 292 - Fire Department Capital Funds	\$ 19,081.59	\$ -	\$ -	\$ 19,081.59
Fund: 342 - Fire Construction - Mitigation	\$ 2,459.48	\$ -	\$ -	\$ 2,459.48
Fund: 343 - Recreation Construction	\$ 2,459.94	\$ -	\$ -	\$ 2,459.94
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 362,087.56	\$ 79,258.52	\$ (99,679.47)	\$ 341,666.61
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - Capital Projects - General	\$ 5,038.16	\$ -	\$ -	\$ 5,038.16
Fund: 351 - Rising Sun Project	\$ (6,265.96)	\$ 81,409.00	\$ (51.13)	\$ 75,091.91
Fund: 355 - CDBG Pavement - Culver	\$ (236.36)	\$ -	\$ -	\$ (236.36)
Fund: 370 - North Main Street Bike Route	\$ (221,228.68)	\$ 230,868.29	\$ -	\$ 9,639.61
Fund: 385 - Roundabout	\$ (17,393.68)	\$ -	\$ (46,105.34)	\$ (63,499.02)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (240,086.52)	\$ 312,277.29	\$ (46,156.47)	\$ 26,034.30
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	\$ 694,266.04	\$ 82,035.38	\$ (111,674.29)	\$ 664,627.13
Fund: 561 - Sewer Liftstations	\$ 341,199.62	\$ 13,140.65	\$ (11,886.23)	\$ 342,454.04
Fund: 563 - Wastewater Treatment Plant	\$ 298,639.63	\$ 34,723.93	\$ (101.22)	\$ 333,262.34
Fund: 564 - Sewer Connections	\$ 41,080.00	\$ -	\$ -	\$ 41,080.00
Fund: 565 - General Obligation Bond 1978	\$ 2,247.76	\$ -	\$ -	\$ 2,247.76
Fund: 567 - Inflow & Infiltration	\$ 493,135.14	\$ 481.92	\$ -	\$ 493,617.06
Fund Type: 2.11 - Enterprise Funds - Unassigni	\$ 1,870,568.19	\$ 130,381.88	\$ (123,661.74)	\$ 1,877,288.33
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 76.92	\$ 57,284.73	\$ (57,130.89)	\$ 230.76
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 76.92	\$ 57,284.73	\$ (57,130.89)	\$ 230.76
Grand Totals:	\$ 4,085,147.67	\$ 729,795.87	\$ (548,714.92)	\$ 4,266,228.62

Check Register Report

ITEM 4B

Accounts Payable - February

Date: 03/19/2018

Time: 1:20 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							
53295	02/02/2018	Reconciled		03141	CALPERS	FEB 2018 HEALTH PREMIUMS	9,678.10
53296	02/09/2018	Reconciled		01448	AMERIGAS - COLFAX	DEPOT PROPANE	124.30
53297	02/09/2018	Reconciled		01448	AMERIGAS - COLFAX	CITY HALL PROPANE	584.21
53298	02/09/2018	Reconciled		01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	22.90
53299	02/09/2018	Reconciled		01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	298.00
53300	02/09/2018	Reconciled		01448	AMERIGAS - COLFAX	DEPOT PROPANE	82.53
53301	02/09/2018	Reconciled		01460	AMERIPRIDE UNIFORM SERVICE	UNIFORM SVC JAN 2018	529.62
53302	02/09/2018	Reconciled		01461	APWA	MEMBERSHIP 4/1-3/31/19	206.00
53303	02/09/2018	Reconciled		02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 1/28/18	1,366.40
53304	02/09/2018	Reconciled		03173	LORRAINE CASSIDY	SCORE MEETING REIMBURSEMENT	32.88
53305	02/09/2018	Reconciled		03450	CITY OF LINCOLN	CITY COUNCIL DINNER	100.00
53306	02/09/2018	Printed		03513	COLFAX HIGH SCHOOL	EVERY 15 MIN CONTRIBUTION	500.00
53307	02/09/2018	Reconciled		7798	G&T TRUCK REPAIR	BACKHOE RPR	4,360.73
53308	02/09/2018	Reconciled		08170	HILLS FLAT LUMBER CO	STMT 1/25/18	339.09
53309	02/09/2018	Reconciled		08660	HUNT AND SONS, INC.	PW FUEL	766.41
53310	02/09/2018	Reconciled		12200	LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES 2018	1,399.00
53311	02/09/2018	Reconciled		13266	MIKE BLANCHAR	BOOT ALLOWANCE	275.00
53312	02/09/2018	Reconciled		14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	80.44
53313	02/09/2018	Reconciled		14859	OMNIMEANS	ROUNDAABOUT ENG 12/17	11,472.86
53314	02/09/2018	Reconciled		16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS JAN 2018	6,521.25
53315	02/09/2018	Reconciled		16035	PG&E	ELECTRICITY	20,853.61
53316	02/09/2018	Reconciled		03580	PLACER COUNTY HHS	ANIMAL & FIELD SVCS Q3 17/18	7,722.68
53317	02/09/2018	Reconciled		19052	MIKE SAYERS	BOOT ALLOWANCE	275.00
53318	02/09/2018	Reconciled		01790	SIERRA OFFICE PRODUCTS	JAN 2018 OFFICE SUPPLIES	448.30
53319	02/09/2018	Reconciled		19797	SWANA	INDUST ASSOC RENEWAL	287.00
53320	02/09/2018	Reconciled		21560	US BANK CORPORATE PMT SYSTEM	STMT 1/22/18	1,283.91
53321	02/09/2018	Reconciled		21500	USA BLUE BOOK, INC	WWTP SUPPLIES	263.78
53322	02/09/2018	Reconciled		22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS JAN 2018	6,596.25
53323	02/09/2018	Reconciled		22134	VISION QUEST	TECH SUPPORT CALLOUTS	1,036.19
53324	02/09/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONES	208.00
53325	02/09/2018	Reconciled		23450	WINNER CHEVROLET, INC.	PAYMENT #2 2017 2ND CONTRACT	115,113.89
53326	02/08/2018	Reconciled		03141	CALPERS	PERS WITHHELD	4,297.63
53327	02/05/2018	Reconciled		2087	BASIC PACIFIC	FSA PLAN FEES	95.00
53328	02/14/2018	Printed		1161	49ER WATER SERVICES	WWTP TESTING DEC 2017	6,563.00
53329	02/14/2018	Reconciled		01414	ALHAMBRA & SIERRA SPRINGS	CITY HALL/WWTP WATER	34.96
53330	02/14/2018	Reconciled		01448	AMERIGAS - COLFAX	DEPOT PROPANE	87.62
53331	02/14/2018	Reconciled		01766	AT&T MOBILITY	CITY CELL PHONES	807.10
53332	02/14/2018	Reconciled		02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 2/4/18	854.00
53333	02/14/2018	Reconciled		03173	LORRAINE CASSIDY	RIISING SUN NOTICE OF EXEMPTION	51.13
53334	02/14/2018	Reconciled		03401	CHOICE BUILDER	MAR 2018 PREMIUMS	660.16
53335	02/14/2018	Reconciled		04234	DE LAGE LANDEN FINANCIAL	FEB 2018 COPY MACH MAINT	468.34
53336	02/14/2018	Reconciled		05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	5,024.37
53337	02/14/2018	Reconciled		07460	GOLD COUNTRY MEDIA	EMPLOYMENT ADS	371.00
53338	02/14/2018	Reconciled		08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	7,326.46
53339	02/14/2018	Reconciled		14356	NORTHERN CALIFORNIA GLOVE	WWTP SUPPLIES	58.99
53340	02/14/2018	Reconciled		14859	OMNIMEANS	ROUNDAABOUT ENG JAN 2018	34,632.48
53341	02/14/2018	Printed		18378	RICHARDSON & COMPANY, LLP	AUDIT SVCS FY 16/17	20,900.00
53342	02/14/2018	Reconciled		20391	TREGGAN MULLENIX	BOOT ALLOWANCE 2018	182.29
53343	02/14/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	54.90
53344	02/14/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
53345	02/14/2018	Reconciled		23301	WESTERN PLACER WASTE	JAN 2018 SLUDGE REMOVAL	805.39

Check Register Report

ITEM 4B

Accounts Payable - February

Date: 03/19/2018

Time: 1:20 pm

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
53346	02/26/2018	Printed		1161	49ER WATER SERVICES	WWTP JAN 2018 TESTING	3,125.00
53347	02/26/2018	Printed		01448	AMERIGAS - COLFAX	DEPOT PROPANE	69.22
53348	02/26/2018	Reconciled		30018	TRAVIS BERRY	AGREEMENT DATED 2/9/18	11,250.00
53349	02/26/2018	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 2/11/18	854.00
53350	02/26/2018	Printed		02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS JAN 2018	5,950.00
53351	02/26/2018	Printed		03558	COLFAX SMOG & AUTO REPAIR	PW VEHICLE REPAIR	103.00
53352	02/26/2018	Printed		05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	5,247.71
53353	02/26/2018	Printed		06278	FRONTIER COMMUNICATIONS	WWTP PHONE	178.53
53354	02/26/2018	Printed		07460	GOLD COUNTRY MEDIA	PUBLIC HEARING ORD 534	513.78
53355	02/26/2018	Printed		08660	HUNT AND SONS, INC.	PW FUEL	309.96
53356	02/26/2018	Printed		10515	JOSEPH E. MALONEY	AGREEMENT DATED 2/9/18	3,750.00
53357	02/26/2018	Reconciled		23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASSISTANCE	4,167.95
53358	02/26/2018	Printed		12180	LAWRENCE & ASSOCIATES INC	JAN 2018 MONITORING	90.00
53359	02/26/2018	Reconciled		18117	RCAC	SEWER RATE STUDY	2,377.51
53360	02/26/2018	Printed		18121	RCH GROUP, INC.	COLFAX WHITCOMB CEQA	3,310.00
53361	02/26/2018	Printed		18194	RGS - REGIONAL GOV SERVICES	JAN 2018 PLANNING SVCS.	5,600.00
53362	02/26/2018	Printed		23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	16.38
53363	02/26/2018	Printed		23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	33.57
53384	02/15/2018	Printed		2087	BASIC PACIFIC	FSA BENEFIT PAYMENT	449.20

Total Checks: 70 **Checks Total (excluding void checks): 323,658.86**

Total Payments: 70 **Bank Total (excluding void checks): 323,658.86**

Total Payments: 70 **Grand Total (excluding void checks): 323,658.86**

DAILY CASH SUMMARY REPORT

ITEM 4B

General Receipts - Feb 2018
02/01/2018 - 02/28/2018

Page 10
3/19/2018
2:07 pm

City of Colfax

		Debit	Credit	Net Chng	
Fund: 100 - General Fund					
02/01/2018	Daily Totals	2,384.76	0.00	2,384.76	
02/05/2018	Daily Totals	3,541.72	0.00	3,541.72	
02/08/2018	Daily Totals	403.55	0.00	403.55	
02/13/2018	Daily Totals	1,719.12	0.00	1,719.12	
02/16/2018	Daily Totals	2,445.39	144.38	2,301.01	
02/20/2018	Daily Totals	177.75	0.00	177.75	
02/22/2018	Daily Totals	464.05	0.00	464.05	
02/23/2018	Daily Totals	1,664.32	0.00	1,664.32	
02/26/2018	Daily Totals	107,389.64	0.01	107,389.63	
02/27/2018	Daily Totals	1,073.45	0.00	1,073.45	
Fund: 100 - General Fund		TOTALS:	121,263.75	144.39	121,119.36
Fund: 120 - Land Development Fees					
02/05/2018	Daily Totals	1,500.00	0.00	1,500.00	
Fund: 120 - Land Development Fees		TOTALS:	1,500.00	0.00	1,500.00
Fund: 218 - Support Law Enforcement					
02/16/2018	Daily Totals	13,851.35	0.00	13,851.35	
Fund: 218 - Support Law Enforcement		TOTALS:	13,851.35	0.00	13,851.35
Fund: 244 - CDBG MicroEnterprise Lending					
02/01/2018	Daily Totals	1,000.00	0.00	1,000.00	
Fund: 244 - CDBG MicroEnterprise Lending		TOTALS:	1,000.00	0.00	1,000.00
Fund: 250 - Streets - Roads/Transportation					
02/05/2018	Daily Totals	59,654.00	0.00	59,654.00	
02/06/2018	Daily Totals	2,353.23	0.00	2,353.23	
Fund: 250 - Streets - Roads/Transportation		TOTALS:	62,007.23	0.00	62,007.23
Fund: 253 - Gas Taxes					
02/28/2018	Daily Totals	946.91	0.00	946.91	

DAILY CASH SUMMARY REPORT

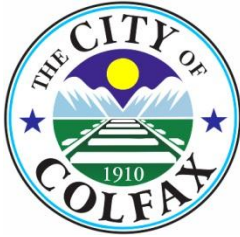
ITEM 4B

General Receipts - Feb 2018
02/01/2018 - 02/28/2018

Page: 10
3/19/2018
2:07 pm

City of Colfax

		Debit	Credit	Net Chng
Fund: 253 - Gas Taxes				
TOTALS:		946.91	0.00	946.91
Fund: 370 - North Main Street Bike Route				
02/15/2018	Daily Totals	230,868.29	0.00	230,868.29
TOTALS:		230,868.29	0.00	230,868.29
Fund: 560 - Sewer				
02/02/2018	Daily Totals	200.00	0.00	200.00
02/16/2018	Daily Totals	61.33	0.00	61.33
TOTALS:		261.33	0.00	261.33
Fund: 561 - Sewer Liftstations				
02/01/2018	Daily Totals	407.00	0.00	407.00
02/08/2018	Daily Totals	407.00	0.00	407.00
02/13/2018	Daily Totals	407.00	0.00	407.00
TOTALS:		1,221.00	0.00	1,221.00
GRAND TOTALS:		432,919.86	144.39	432,775.47



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MARCH 28, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Staff
DATE: March 21, 2018
SUBJECT: City Manager authorization to request Federal/State Funds for Pond III Fissure repairs

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	REIMBURSABLE	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Adopt Resolution 17-2018 designating the City Manager as authorized agent to execute and file applications with the California Governor’s Office of Emergency Services for the purpose of obtaining federal financial assistance and/or state financial assistance.

SUMMARY:

During the major storms of January 2017, a portion of the southwesterly bank of Wastewater Treatment Plant Pond 3 subsided creating a fissure from storm water intrusion. Staff coordinated a site visit on January 27, 2017 including representatives from Placer OES, the State of California Office of Emergency Services (Cal OES), the Federal Emergency Management Agency (FEMA) and City of Colfax staff. A formal request for disaster assistance was submitted shortly after the site visit. On July 14, 2017, the City was notified by Cal OES that the request for assistance was approved by FEMA. Subsequently, in Resolution 33-2017, Council authorized then Interim City Manager Wes Heathcock to execute and file appropriate agreements.

Staff was recently notified the City’s request has been placed on hold pending a resolution correcting City Manager Heathcock’s job title on the attached form (Cal OES Form 130) that satisfies state requirements as well as the attached Project Assurance form (Cal OES Form 89). Staff requests the Council approve the attached resolution to designate the City Manager as the authorized agent for the City.

FISCAL IMPACT:

No impact to the general fund at this time. The City may be eligible to receive reimbursement through FEMA disaster mitigation funding.

ATTACHMENTS:

1. Resolution 17-2018
2. Cal OES Form 130
3. Cal OES Form 89

City of Colfax

City Council

Resolution № 17-2018

DESIGNATING THE CITY MANAGER AS THE AUTHORIZED AGENT
TO EXECUTE AND FILE APPLICATIONS WITH THE CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR THE
PURPOSE OF OBTAINING FEDERAL FINANCIAL ASSISTANCE
AND/OR STATE FINANCIAL ASSISTANCE

WHEREAS, during the major storms of January 2017, a portion of the southwesterly bank of the WWTP Pond 3 subsided creating a fissure from storm water intrusion; and

WHEREAS, the City formally requested disaster assistance; and

WHEREAS, the City was notified by the California Governor's Office of Emergency Services (CalOES) the request for assistance was approved by FEMA; and

WHEREAS, the State requires the City to designate the authorized agent to execute and file the application for federal and/or state financial assistance on CalOES Form 130.

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.
- 2) The City Manager is hereby designated as the authorized agent for the City of Colfax as stated in the attached CalOES Form 130 which is hereby incorporated into this resolution.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 28th day of March, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Will Stockwin, Mayor

Lorraine Cassidy, City Clerk

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE City Council OF THE City of Colfax
(Governing Body) (Name of Applicant)

THAT City Manager, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Colfax, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Colfax, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

This is a disaster specific resolution and is effective for only disaster number(s) #4301

Passed and approved this 28th day of March, 2018

Will Stockwin, Mayor
(Name and Title of Governing Body Representative)

Marnie Mendoza, Mayor Pro Tem
(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Lorraine Cassidy, duly appointed and City Clerk of
(Name) (Title)

the City of Colfax, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the City Council of the City of Colfax
(Governing Body) (Name of Applicant)

on the 28th day of March, 2018.

(Signature)

City Clerk
(Title)

Disaster No: _____
Cal OES ID No: _____
DUNS No: _____

PROJECT ASSURANCES FOR FEDERAL ASSISTANCE

SUBRECIPIENT'S NAME:

(Name of Organization)

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX NUMBER: _____

AUTHORIZED AGENT: _____ TITLE: _____

EMAIL ADDRESS: _____

ASSURANCES – CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to all of your projects. If you have questions, please contact the California Governor's Office of Emergency Services. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the subrecipient named above:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, Federal Office of Inspector General 2 CFR 200.336, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gains.
8. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
11. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$5,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.O. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
15. Will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
16. Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.
17. Will disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with §200.112.
18. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations and policies governing this program.
19. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the subrecipient application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. The state warrant covering federal financial assistance will be deposited in a special and separate account, and will be used to pay only eligible costs for projects described above;
 - b. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures as accepted by final audit of the federal or state government.
 - c. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.

- 20. The non-Federal entity for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment.

- 21. Will not make any award or permit any award (subaward or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, “Debarment and Suspension.”

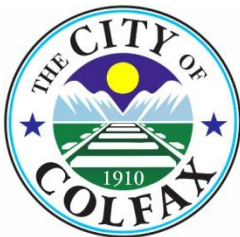
“I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized by the above named subrecipient to enter into this agreement for and on behalf of the said subrecipient, and by my signature do bind the subrecipient to the terms thereof.”

PRINTED NAME

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

DATE



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MARCH 28, 2018 REGULAR COUNCIL MEETING

FROM Wes Heathcock, City Manager
PREPARED BY: Alfred A. "Mick" Cabral, City Attorney
SUBJECT: Maidu Village Road Improvement Deposit Agreement

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Discuss and consider adopting Resolution No. -2018 authorizing the City Manager to execute a Road Improvement Deposit Agreement with the developers of the Maidu Village Project

ISSUE STATEMENT AND DISCUSSION:

The City is planning to construct a roundabout at the intersection of South Auburn Street and the on-ramp and off-ramp to westbound Interstate-80. Design is proceeding quickly and is at the 50% level. If the roundabout project continues at its present pace, staff anticipates soliciting construction bids in mid-summer, 2018, and beginning construction in September.

The City has secured approximately \$2,150,000 in grants to fund design and construction of the roundabout. Based on current engineering estimates, there is a funding shortfall of about \$450,000. The City does not have sufficient funds at its disposal to fill that funding gap and has exhausted all conventional means of financing. The roundabout project will likely have to be stopped unless the funding shortfall is covered. Stopping the project will cause the state and federal grants available to the City to be lost.

Jaskaran "Jay" Gill owns or controls an 8.3-acre parcel of undeveloped land that fronts on South Auburn Street directly across from the Interstate-80 on-ramp and off-ramp that will be affected by the roundabout. His property is commonly known as "Maidu Village" and is generally depicted on the attached map entitled "Preliminary Layout".

Development of the Maidu Village property has been challenging, in part because of the expense of mitigating traffic impacts. The developer initially anticipated that installing a traffic signal at the intersection of South Auburn and the on-ramp and off-ramp to westbound Interstate-80 would adequately mitigate the impacts of development.

The City commissioned an Intersection Control Evaluation ("ICE") study to examine the improvements to that intersection that will be needed to accommodate full development of the Maidu Village parcel. The ICE study concluded that fully developing the Maidu Village parcel will require signaling three

intersections, not one. Installing traffic signals at three intersections is cost-prohibitive. The proposed roundabout will adequately mitigate the anticipated traffic impacts.

The owner of the Maidu Village property proposes to develop it to include a gas station, sit-down restaurant, fast food restaurant, motel, and commercial building. The general layout of that proposed development is shown on the attached Preliminary Layout.

Developing the Maidu Village property will require the developer to construct various road frontage improvements along South Auburn Street. Those improvements are generally shown in green on the attached Preliminary Layout. The estimated cost of constructing the frontage improvements is \$240,000. It is impractical for the City to build the roundabout and the developer to separately install the frontage improvements. The City and developer have tentatively agreed, therefore, that the City will construct the frontage improvements as part of the overall roundabout project construction.

That \$240,000 is the first partial source of funds whereby the City will fill the roundabout project funding shortfall. Before the Council this evening is a Road Improvement Deposit Agreement whereby, upon request from the City, the developer will deposit \$240,000 toward the cost of the frontage improvements. The City will be permitted to expend up to \$150,000 of that deposit for the design of the roundabout project. Staff is satisfied that \$150,000 will provide sufficient funding to complete roundabout design.

Under ordinary circumstances, the developer would not be expected to advance funds toward a project until a development is approved and entitled. In this instance, the developer is willing to advance funds without first receiving project entitlements, so the roundabout project can move forward.

The proposed agreement provides that the City will proceed with design, engineering, financing, permitting, supervising and constructing the roundabout project. The developer will advance the needed \$240,000, \$150,000 of which can be spent on the roundabout project pending negotiation of a development agreement that will commit the City to processing the developer's project approvals.

The agreement allows the City and developer 120 days to negotiate a development agreement. If that is not successful, or if roundabout construction does not begin by July 1, 2019, the City will be required to refund the entire \$240,000 advance, plus accrued interest. If the City does not have sufficient funds with which to do so, it can refund the advance with a promissory note fully amortized over two years, with interest at the rate of 3%. The developer can elect to apply the deposit to development fees applicable to developing the Maidu Village property in lieu of accepting a cash refund or promissory note.

This is a risky transaction for both the City and the developer. Although the City and developer anticipate that the roundabout will be constructed, and the Maidu Village property will receive development entitlements, either or both possibilities may fail. If failure happens, the City will be burdened with repaying an advance with funds it does not have and will have to raise, the developer may be burdened with property for which development is prohibitively expensive, and traffic congestion issues will still have to be addressed. Moreover, the \$2,150,000 in grant funds currently available to the City will be lost and allocated to other agencies.

If this series of transactions is successful, the roundabout will be built, traffic congestion issues will be mitigated, and the Maidu Village property will become instantly developable. This will be accomplished with grant funds so the overall cost to the City will be minimal. Council must determine whether the overall

benefit of project success outweighs the risk of project failure, and whether the proposed agreement is in the City's best interests.

The \$240,000 advance is not sufficient to cover the entire approximately \$450,000 roundabout funding shortfall. There are three other potential sources of funding being explored by the City and the developer:

1. The Maidu Village development is estimated to generate \$200,000 in road mitigation fees. The City and developer will be negotiating the conditions under which the developer will advance those fees as part of the development agreement negotiations.
2. The Maidu Village developer would likely have to install as many as three traffic signals to develop its project. The City and developer are negotiating a "fair share" payment whereby the developer will pay the City approximately \$235,000 in lieu of having to signalize any intersection. This is being negotiated as part of the development agreement.
3. The City needs to acquire a portion of the Maidu Village property to construct the roundabout. The property the City needs has an estimated net value of \$32,000. The City is negotiating a credit for the value of that property as part of the development agreement.

The City does not need to immediately fill the entire funding shortfall, so staff has been negotiating phased contributions from the developer. The developer has suggested depositing \$240,000 upon request by the City as part of the proposed agreement before the Council, a second deposit upon approval of the anticipated development agreement, and a final deposit upon commencement of roundabout construction.

Staff will be available to answer Council's questions.

FINANCIAL AND/OR POLICY IMPLICATIONS:

ATTACHMENTS:

1. Resolution 19-2018
2. Agreement
3. Exhibits A-D

City of Colfax

City Council

Resolution № 18-2018

AUTHORIZING THE CITY MANAGER TO EXECUTE A ROAD IMPROVEMENT DEPOSIT AGREEMENT WITH THE DEVELOPERS OF THE MAIDU VILLAGE PROJECT

WHEREAS, The City is planning to construct a roundabout at the intersection of South Auburn Street and the on-ramp and off-ramp to westbound Interstate-80 (the “Roundabout”); and

WHEREAS, design of the Roundabout is approximately 50% complete; and

WHEREAS, the City has secured approximately \$2,150,000 in grants to fund design and construction of the Roundabout but has a funding shortfall of approximately \$450,000; and

WHEREAS, the undeveloped Maidu Village property fronts on South Auburn Street directly across from the Interstate-80 on-ramp and off-ramp that will be affected by the Roundabout; and

WHEREAS, the owner of the Maidu Village property proposes to develop it to include a gas station, sit-down restaurant, fast food restaurant, motel, and commercial building; and

WHEREAS, construction of the Roundabout will help mitigate traffic conditions within the City, including traffic impacts related to development of the Maidu Village parcel; and

WHEREAS, developing the Maidu Village property will require the developer, at developer expense, to construct road frontage improvements (the “Road Frontage Improvements”) along South Auburn Street that are estimated to cost \$240,000; and

WHEREAS, constructing the Road Frontage Improvements as part of the Roundabout project will promote efficiency for both projects; and

WHEREAS, the City is willing to construct the Road Frontage Improvements, at developer expense, as part of constructing the Roundabout; and

WHEREAS, the developer of the Maidu Village property is willing to advance the estimated \$240,000 cost of installing the Road Frontage Improvements in accordance with

the terms and conditions of the Road Improvement Deposit Agreement in the form attached to this Resolution; and

WHEREAS, the City Council finds that approving the Road Improvement Deposit Agreement in the form attached to this Resolution is in the City's best interests.

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.

- 2) The City Manager is hereby authorized to execute on behalf of and in the name of the City of Colfax the Road Improvement Deposit Agreement in the form attached to this Resolution.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 28th day of March, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Will Stockwin, Mayor

Lorraine Cassidy, City Clerk

ROAD IMPROVEMENT DEPOSIT AGREEMENT

This Road Improvement Deposit Agreement (“Agreement”) is made and entered by and among the City of Colfax, a General Law City and Municipal Corporation of the State of California (“City”), and Jaskaran “Jay” Gill an individual (“Developer”). The City and Developer may be referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

This Agreement is entered on the basis of the following facts, understandings and intentions of the Parties:

A. Developer owns approximately 8.3152 acres of unimproved real property on South Auburn Street near its intersection with the westbound Interstate-80 on-ramp and off-ramp in Colfax, California, commonly known and described as Placer County Assessor’s Parcel #100-240-016-000 (the “Property”). The Property is generally depicted on Placer County, California Assessor’s Map Book 100, Page 24 attached as Exhibit A hereto and by this reference incorporated herein.

B. Developer is an individual, organized and existing under the laws of the State of California, in good standing thereunder, and qualified to conduct business in California. Developer intends to develop the Property to include a motel, sit-down restaurant, gas station, fast food restaurant and commercial building, and to provide necessary public vehicular, pedestrian and other access, ingress and egress (the “Developer’s Project”). The Developer’s Conceptual Site Plan for the Developer’s Project is attached hereto, marked Exhibit B and by this reference incorporated herein. The City and Developer understand and agree that the Developer’s Project may change and that nothing in this Agreement is intended to require the Developer to construct the development depicted in Exhibit B hereto, to preclude Developer from doing so or from changing the Developer’s Project, or to vest Developer with any development rights regarding the Property or the Developer’s Project. The City and Developer intend to enter a separate development agreement in which Developer will be vested with the right to develop the Property on mutually-agreed conditions (the “Development Agreement”).

C. The Property is located near the intersection of South Auburn Street, and the on-ramp and off-ramp to westbound Interstate-80 (the “Intersection”). The City and Developer envision that the Intersection will provide primary access to the Property and the Developer’s Project.

D. The Developer initially anticipated that modifying the Intersection, and installing a traffic signal, would adequately mitigate the traffic impacts of the Developer’s Project and allow the Developer’s Project to be constructed as the Developer anticipated. Although the Parties disagree regarding the facts and circumstances that have transpired, it has been determined that construction of a roundabout is the preferred solution at the intersection of South Auburn Street and the on-ramp and off-ramp to westbound Interstate-80 (the “Roundabout”).

E. Constructing the Roundabout will require the City to acquire a portion of the Property. The Developer and the City intend to address the terms under which Developer may be willing to dedicate a portion of the Property necessary to construct the Roundabout (the “Roundabout Dedication”), in the anticipated Development Agreement.

F. The City has initiated the design, planning and engineering of the Roundabout at the intersection of South Auburn Street and the on-ramp and off-ramp to westbound Interstate-80. Once the Roundabout is constructed, the traffic impacts of the Developer’s Project are anticipated to be sufficiently mitigated to allow the Developer’s Project to be developed so long as other road improvements as described below are simultaneously developed and the Developer’s Project does not change in a manner that would affect traffic flows.

G. Development of the Developer’s Project will require the Developer to construct certain street widening and frontage improvements on South Auburn Street, a fourth leg to the intersection to enter the site, and associated right-of-way dedications to the City (the “Road Improvements”). The Road Improvements represent that portion of the roundabout intersection improvements that are wholly for the benefit of Developer’s project and which for practical purposes must be constructed as an integral part of the Roundabout construction that will be performed by the City. Absent these extraordinary circumstances the Developer would normally separately and independently cause the construction of the Road Improvements. The Road Improvements are generally depicted in Exhibit C attached hereto and by this reference incorporated herein. The Parties agree that constructing the Road Improvements independent of building the Roundabout is impractical and infeasible, and both Parties will benefit from constructing the Road Improvements in a single project.

H. Construction of the Road Improvements is estimated to cost \$240,000.00, excluding the extension of utilities to the Property, as reflected in the most current cost estimate attached as Exhibit D hereto and by this reference incorporated herein.

I. The City has limited resources available to fund the construction of the Roundabout. It has secured partial funding commitments but a funding shortfall of approximately \$450,000.00 remains. The City does not have the financial ability to address that funding shortfall, and will not proceed with the design, planning, engineering or construction of the Roundabout unless that funding shortfall is adequately addressed.

J. The Colfax Municipal Code establishes and requires payment of fees to mitigate the road impacts created by development projects (“Road Mitigation Fees”). The Developer’s Project is one such project for which it is anticipated that the Developer will incur and be required to pay Road Mitigation Fees to cover a portion of the Roundabout funding shortfall. Developer’s willingness to advance Road Mitigation Fees and otherwise consider a fair share contribution to the Roundabout will be addressed in the anticipated Development Agreement.

K. By this Agreement, the City and Developer desire to establish a cooperative process whereby the Developer will advance the estimated \$240,000.00 cost of the Road Improvements as a good faith affirmation of its willingness and interest to participate in the cost of the roundabout construction while Developer’s entitlement applications are pending and

before approval of the parties anticipated pending Development Agreement. The City will proceed diligently and in good faith with the design, engineering, financing, permitting, supervision and construction of the Roundabout and the Road Improvements, with the understanding that the Development Agreement and other Developer's entitlement permits may be required before full Developer funding commitments are made.

L. The cooperative process the City and Developer are developing may involve Developer advancing the entire \$450,000.00 funding shortfall the City is experiencing. As of the Effective Date of this Agreement, the Parties anticipate that additional Developer advances may include prepayment of the Road Mitigation Fees applicable to Developer's Project. The terms of any additional Developer advances will be negotiated in conjunction with the pending Development Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the City and Developer agree as follows:

Section 1: Incorporation of Recitals.

1.1 The foregoing Recitals are true and correct statements of fact and are incorporated into this Agreement by this reference.

Section 2: Effective Date and Term.

2.1 Effective Date. This Agreement shall be dated and the obligations of the City and the Developer shall be effective as of the date upon which this Agreement is executed by the City (the "Effective Date").

2.2 Term. The Term of this Agreement shall commence on the Effective Date and shall expire two (2) years thereafter unless extended as hereinafter provided.

Section 3: Road Improvements.

3.1 City Obligation: If the Developer advances the estimated cost of the Road Improvements as hereinafter provided, the City shall, at its cost, diligently and in good faith proceed with the design, engineering, financing, permitting, supervision and construction of the Roundabout and the Road Improvements subject to further agreement between the parties regarding the balance of the Developer funding needed by the City that will be addressed in the pending Development Agreement and entitlement terms and conditions. The funds deposited by Developer shall be applied by the City to pay the actual costs of the Road Improvements as part of the full construction of the Roundabout and shall be paid and applied as hereinafter provided.

3.2 Developer Deposit: Upon written request by the City, the Developer shall deposit the estimated \$240,000.00 cost of the Road Improvements ("Developer's Deposit") into an interest-bearing custodial escrow account (the "Escrow Account") in the name of the City with a

depository that the City shall select, subject to Developer's reasonable approval. Developer's Deposit shall earn interest at a rate customarily set by the depository in the normal course of its business. Upon making Developer's Deposit, Developer shall sign escrow instructions and such other documents as are necessary to allow the City to expend Developer's Deposit upon the City's application to the escrow holder without additional approval by Developer, provided that such expenditures are otherwise in conformance with the terms of this Agreement. Once deposited and unless the deposited funds are refunded or credited as hereinafter provided, the Developer shall have no further obligation for Road Improvement Construction Costs except for cost increases provided for in Section 4.3 and any additional utility relocation costs not included in the Road Improvement Cost Exhibit D.

Section 4. Expenditure and Credit or Return of Developer's Deposit.

4.1 Expenditure. The City has secured funding commitments for a majority of the cost of the design, engineering, financing, permitting, supervision and construction of the Roundabout but does not have sufficient resources to proceed without the Developer's Deposit or another source of funds. The Developer is willing to deposit the Developer's Deposit in accordance with the terms and conditions of this Agreement in order to provide availability of Developer funding sureties while the City is proceeding with the Roundabout planning and development. To that end, the City may expend the Developer's Deposit on the following terms and conditions:

4.1.1 The City may expend the Developer's Deposit only for the design, engineering, financing, permitting, supervision and construction of the Road Improvements, except that during the interim between the deposit and the commencement of Roundabout construction the City may use ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) of the deposit funds to pay for general Roundabout related design, engineering, and other consulting services, with the understanding that the funds so used shall be applied to Road Improvement related costs, or as provided in Section 4.2.1, the funds shall be refunded to Developer.

4.1.2 The City shall expend funds in its possession that have been allocated to the Roundabout Project before it expends the Developer's Deposit for Road Improvements

4.1.3 The City shall reasonably and in good faith negotiate the terms and conditions of a Development Agreement within the time constraints contained in Section 4.2.2 below.

4.1.4 The City shall notify the Developer of the City's intent to expend any part of the Developer's Deposit at least five (5) days prior to the expenditure. Such notice shall identify the purpose and estimated cost of each expenditure. If the Developer fails to object in writing to the proposed expenditure within that five-day period, the Developer shall be deemed to have approved the expenditure. If the Developer objects in writing to the expenditure within that five-day period, the Parties shall promptly meet and discuss the basis for the Developer's objection. A failure to object by Developer shall not constitute a waiver of the City's obligation to comply with the terms and conditions of this Agreement.

4.1.5 The expenditure of any funds is subject to the conditions set forth in Section 4.2 below.

4.2 Deposit Expenditure Conditions, Credit or Return of Developer's Deposit. Expenditure of the Developer's Deposit shall be conditioned, returned or credited as follows:

4.2.1 The Developer's Deposit assumes, in part, the successful negotiation of the Development Agreement. To that end, if the Parties have not successfully negotiated the Development Agreement within 120 days of the date of this Agreement, then the Developer's Deposit shall, be refunded to Developer in full together with all interest accrued thereupon in the Escrow Account, as follows:

4.2.1.1 If the City has or can reasonably acquire sufficient cash resources to refund the entire Developer's Deposit and accrued interest, then the City shall repay the Developer's Deposit and all interest accrued thereupon in cash or equivalent.

4.2.1.2 If the City reasonably and in good faith determines that refunding the Developer's Deposit and all accrued interest in full is not feasible, the City shall repay the Developer's Deposit pursuant to the terms of a promissory note (the "Refund Note"). If this repayment option is selected by the City, the Refund Note shall (a) have a principal balance equal to the full unpaid balance of the Developer's Deposit not refunded, (b) be due and payable in two equal annual installments of interest and principal, (c) be fully amortized over its duration, and (d) carry interest at the rate of three percent (3%) per annum.

4.2.1.3 The Developer may, in its discretion, elect to apply the sums to be refunded or owed by the City on the Refund note to mitigation impact fees or other City exactions applicable to Developer's Project.

4.2.2 The Developer's Deposit is also conditioned, in part, upon the Roundabout being constructed in a timely fashion. To that end, if construction of the Roundabout has not commenced by July 1, 2019, then the Developer's Deposit together with all interest that has accrued thereupon in the Escrow Account shall be refunded to Developer in accordance with Sections 4.2.1.1., through 4.2.1.3, inclusive.

4.2.3 The Developer has made application for the following described entitlements for Developer's Project. Such entitlement approvals will be addressed in the pending Development Agreement. If these entitlement approvals are not received in accordance with a mutually acceptable Development Agreement, then the Developer's Deposit with accrued interest shall be refunded to Developer in full together with all interest accrued thereupon in the Escrow Account in accordance with Sections 4.2.1.1., through 4.2.1.3, inclusive.

4.2.4 The City shall not, without the Developer's written consent, expend more than \$150,000.00 of the Developer's Deposit before the anticipated Development Agreement is approved, at which time the funds shall be expended to pay for Road Improvement costs or otherwise allocated as set forth in a mutually acceptable Development Agreement.

4.3 Reconciling Road Improvement Costs. The Parties understand and agree that the Developer's Deposit is an estimate of the Road Improvement Costs and that the actual cost of constructing the Road Improvements may be more than, or less than, \$240,000.00. If the actual

cost of constructing the Road Improvements exceeds the Developer's Deposit, then the difference between the actual cost of constructing the Road Improvements and Developer's Deposit shall be paid by the Developer to the City. If the actual cost of constructing the Road Improvements is less than the Developer's Deposit, then the difference between \$240,000.00 and the actual cost of constructing the Road Improvements shall be refunded or credited to the Developer. The City shall secure a separate reasonable and good faith line item bid for the Road Improvements as part of its overall Roundabout construction contract and shall provide Developer with a copy of this bid prior to City contract acceptance. City and Developer shall meet and confer in good faith to ensure a reasonable Road Improvement cost. Provided that the additional costs do not exceed 10% of the above cost estimate, the City may proceed over any objections of the Developer, who shall deposit the additional required funds promptly. If the Road Improvement construction costs exceed the 10% increase, then the parties shall in good faith attempt to secure alternative lower cost bids. If no lower costs bids can be reasonably secured, then Developer shall contribute such additional funds as are required.

4.4 Covenants Run With The Land. All of the conditions, covenants and agreements herein, including without limitation all dedications, fees, exactions, and payments required by this Agreement shall run with the land and encumber the Property.

Section 5. Transfers and Assignments.

5.1 No Transfer Without City's Consent. Developer shall not assign, transfer, pledge, encumber or otherwise dispose of any interest under this Agreement without the City's prior written consent, which the City may approve or deny in its sole discretion. An assignment approved or permitted by this Section shall not release the assignor from any liabilities arising prior to the date of such assignment. Any disposition by the Developer without the prior written consent of the City as herein provided, whether it be voluntary or involuntary, by operation of law or otherwise, shall be deemed void and shall, at the option of City, be an Event of Default hereunder. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent disposition.

Section 6. Notices.

6.1 Procedure. Any notice or communication required pursuant to this Agreement by any Party ("Notices") shall be in writing and shall be given either personally, by facsimile transmission, by Federal Express or other similar courier promising overnight delivery, or by regular U.S. mail.

(a) If given by Federal Express or similar courier, the Notice shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier.

(b) If personally delivered, a Notice shall be deemed to have been given when actually delivered to the Party to whom it is addressed.

(c) If delivered by facsimile transmission, a Notice shall be deemed to have been given upon receipt of the entire document by the receiving Party's facsimile machine as shown by the transmission report issued by the transmitting facsimile machine. Notice transmitted after 5 p.m. or on Saturday or Sunday shall be deemed to have been given on the next business day.

(d) If delivered by regular U.S. mail, a Notice shall be deemed to have been given five (5) calendar days after deposit with the U.S. Postal Service.

Notices shall be given to the Parties at their addresses set forth below:

City: City Clerk
City of Colfax
P.O. Box 702
Colfax, CA 95713
Telephone: (530) 346-2313
Facsimile: (530) 346-6214

With a copy to: City Attorney, City of Colfax
Alfred A. Cabral
Pelletreau, Alderson & Cabral
P.O. Box 1000
Grass Valley, CA 95945
Telephone: (510) 262-2100
Facsimile: (530) 478-0368

Developer: Jaskaran "Jay" Gill

Any Party may change its mailing address or contact person(s) at any time by giving written notice of such change to the other Party in the manner provided herein at least ten (10) days prior to the date such change is effected.

6.2 Form and Effect of Notice. Every Notice (other than the giving or withholding of consent, approval or satisfaction under this Agreement but including requests therefor) given to a Party shall comply with the following requirements. Each such Notice shall state: (i) the Section of this Agreement pursuant to which the Notice is given; (ii) the period of time within which the recipient of the notice must respond or if no response is required, a statement to that effect; and (iii) if applicable, that the failure to respond to the notice within the stated time period shall be deemed to be the equivalent of the recipient's approval of or consent to the subject matter of the Notice. Each request for consent or approval shall contain reasonably sufficient data or documentation to enable the recipient to make an informed decision. In no event shall notice be deemed given nor shall a Party's approval of, consent to, or satisfaction with, the subject matter

of a notice be deemed given by such Party's failure to object or respond thereto if such notice did not fully comply with the requirements of this Section. No waiver of this Section shall be inferred or implied from any act (including conditional approvals, if any) of a Party, unless such waiver is in writing, specifying the nature and extent of the waiver.

Section 7. Miscellaneous Provisions.

7.1 Default; Termination. Failure or unreasonable delay by any Party to perform any obligation under this Agreement for a period of fifteen (15) days after written notice thereof shall constitute an Event of Default under this Agreement, subject to extensions of time by mutual consent in writing or discretionary approval of extensions by the City Council. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such fifteen (15) day period, the commencement of the cure within such time period and the subsequent diligent prosecution to completion of the cure shall be deemed a cure within such period. Subject to the foregoing, after notice and expiration of the fifteen (15) day period without cure, if applicable, the Party that issued the notice of default, at its option, may institute alternative dispute resolution proceedings pursuant to this Agreement and/or give notice of intent to terminate the Agreement. The waiver by any Party of any Event of Default under this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

7.2 Cooperation in the Event of Third-Party Legal Challenge. In the event of any legal or equitable action or proceeding instituted by a third party challenging the validity of any provision of this Agreement or the procedures leading to its initial adoption, the Parties hereby agree to cooperate in defending said action or proceeding, and Developer agrees to diligently defend any such action or proceeding and to bear the litigation expenses of defense, including attorney's fees. Developer further agrees to hold the City/Agency harmless from all claims for recovery of the third party's litigation expenses, including attorney's fees.

7.3 Actions; Remedies; Attorney's Fees. In addition to any other rights and remedies, each Party may institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation or enforce by specific performance the obligations and rights of the Parties hereto. In no event shall any Party or its officers, agents or employees be liable in monetary damages for any breach or violation of this Agreement, it being expressly understood and agreed that the sole legal or equitable remedy available for a breach or violation of this Agreement by any Party shall be an action in mandamus, specific performance, injunctive or declaratory relief to enforce the provisions of this Agreement. Notwithstanding the foregoing, the City shall not be foreclosed from initiating an action to enforce Developer's obligations to make monetary payments under this Agreement as a condition for completing the Development Project. In any such legal action, the prevailing Party shall be entitled to recover all litigation expenses, including reasonable attorney's fees and court costs.

7.4 Amendment. This Agreement may be canceled, modified or amended only by mutual written consent of the Parties or by legal process.

7.5 Negation of Partnership, Agency and Joint Venture. The Parties specifically acknowledge that no Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer or the affairs of the City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any person who is not expressly made a Party and signatory to this Agreement.

7.6 Severability. Invalidation of any provision of this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstances and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

7.7 Entire Agreement. This Agreement and the Exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, all prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and the Exhibits hereto.

7.8 Further Documents. Each Party shall execute and deliver such further documents as may be reasonably necessary to achieve the objectives of this Agreement.

7.9 Governing Law; Interpretation of Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the United States, the State of California and the City of Colfax.

7.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement.

7.11 Time of Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

7.12 Notice of Termination. Upon the expiration of this Agreement, the Parties hereto shall, if requested by another Party, execute for recordation in the Official Records of Placer County, a notice stating that this Agreement has expired, that the Parties have performed all their duties and obligations hereunder and that this Agreement is no longer an encumbrance or servitude on the Property.

7.13 Nondiscrimination. Developer shall include a nondiscrimination clause with any deed, lease, contract for the sale, lease, sublease or other transfer of any portion of the Property.

7.14 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A: Placer County Assessor’s Parcel #100-240-016-000 depicted on Placer County, California Assessor’s Map Book 100, Page 24

Exhibit B: Conceptual Site Plan

Exhibit C: Road Improvements

Exhibit D: Construction Cost Estimate

7.15 Alternative Dispute Resolution.

7.15.1 Before resorting to arbitration or other legal process, the Parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement, subject to the following provisions. Any Party desiring to meet and confer shall so advise the other Party pursuant to a written notice. Within 15 days after provision of that written notice by the Party desiring to meet and confer, the primary contacts for each Party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the duly authorized person acting in their absence, shall attend the meeting, shall have full authority to resolve the dispute and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any Party to this Agreement shall have the right to invoke the binding arbitration process provided for in Section 7.15.2 below.

7.15.2 If this meet and confer process is unsuccessful in resolving the dispute, the Parties shall each select a preferred arbitrator, and the two selected arbitrators shall collectively select a third arbitrator from the list of retired judges or justices at the Sacramento Office of the Judicial Arbitration and Mediation Service (JAMS). The arbitration shall be conducted by the selected third neutral arbitrator pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY:

CITY OF COLFAX, a California municipal corporation

By: _____
Wes Heathcock, City Manager

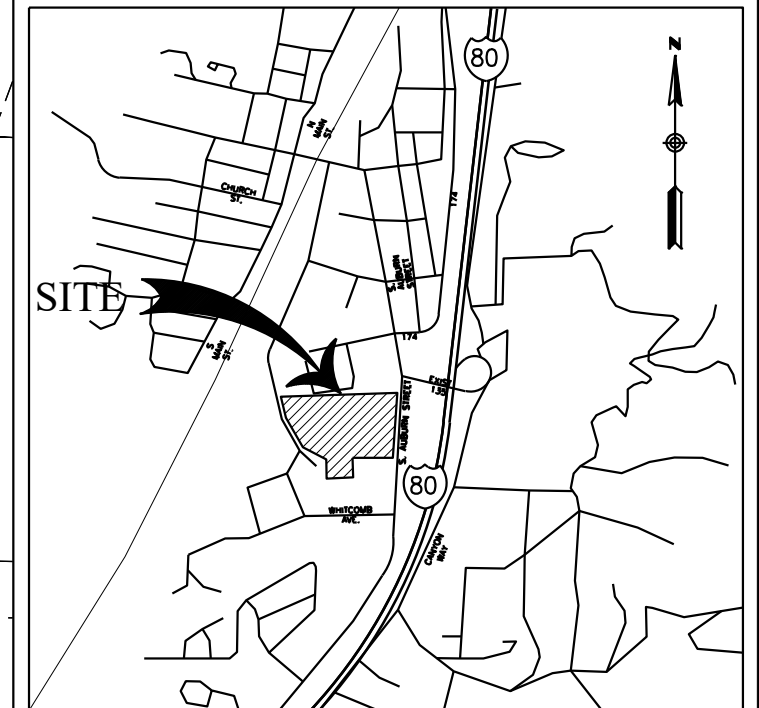
DEVELOPER:

By: _____

EXHIBIT A

COLFAX MAIDU VILLAGE

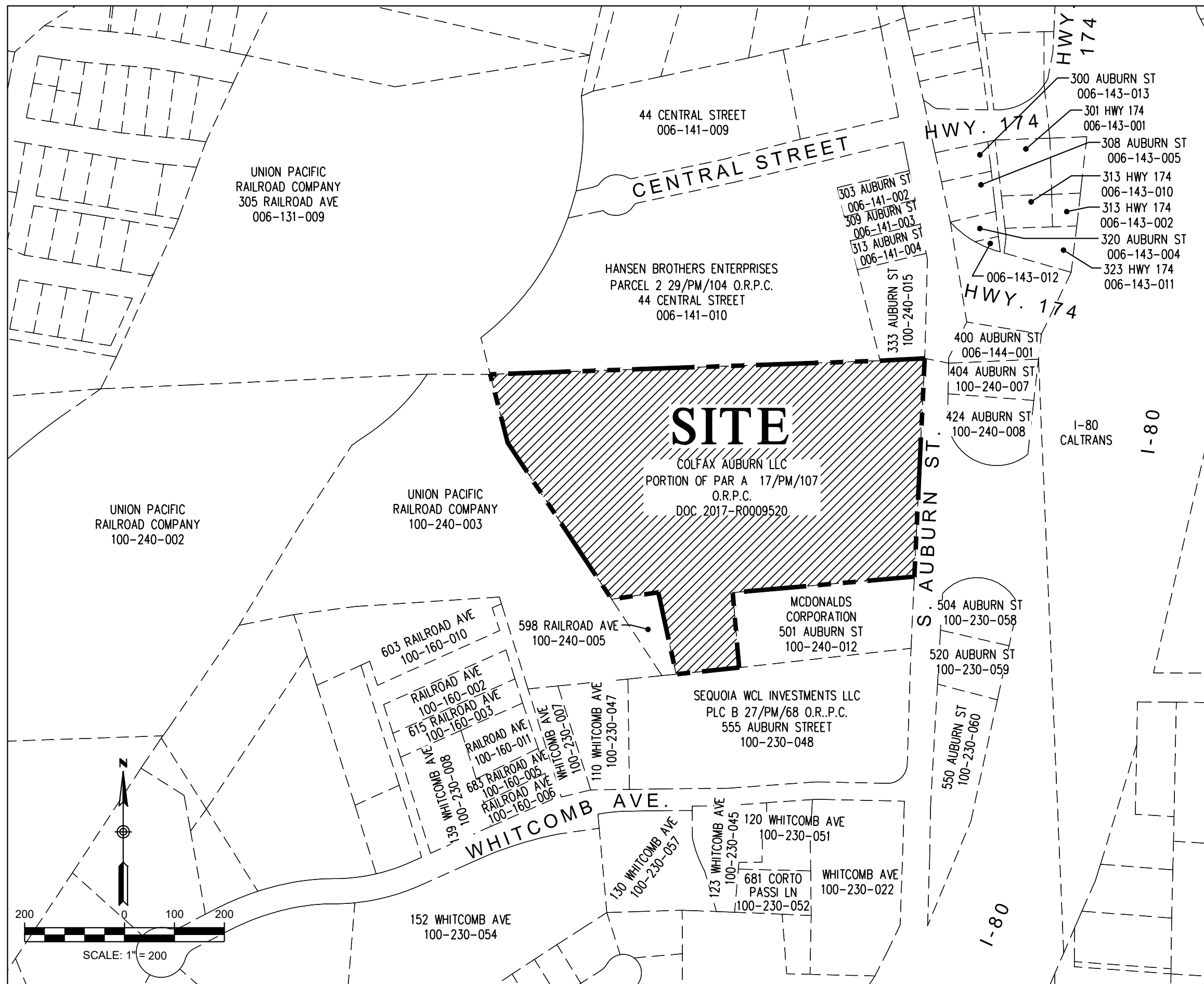
COLFAX, CALIFORNIA
FEBRUARY 22, 2018



VICINITY MAP
NTS

SITE INFORMATION

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

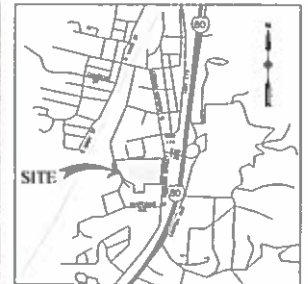


SITE MAP
COLFAX MAIDU VILLAGE
 8.3 ACRE PARCEL, SOUTH AUBURN STREET

CITY OF COLFAX

STATE OF CALIFORNIA

EXHIBIT B



SITE INFORMATION

OWNER: EVERETT ALBON LLC
 APN: 010-008-010-000-0000
 SITE AREA: 8.34 ACRES

PARKING SUMMARY

BUILDING USE	CARS		BICYCLES	
	REQUIRED	PROVIDED	REQUIRED	PROVIDED
FAST FOOD & COFFEE	62	55	4	4
GAS STATION	11	9	3	3
RESTAURANT	45	45	4	4
MOTEL	58	61	10	10
COMMERCIAL	18	24	4	4
TOTAL	194	194	25	25



H:\PROJECTS\17-08 COLFAX COMMERCIAL CAD\PROJECTS\TENTATIVE MAPS\PLAN\17-08 - 01 SITE PLAN.DWG 07/20/19 9:08 PM

FEBRUARY 2019

KING ENGINEERING INC.
 Land Planning Civil Engineering Construction Support

Preliminary Layout



Preliminary Subject to Change

Maidu Village Travel Center St and Frontage Improvements

Colfax, California

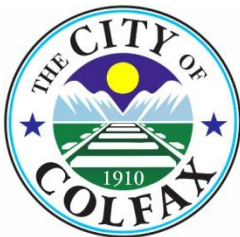


February 26, 2018 2433EX010.dwg

EXHIBIT D

Maidu Village Travel Center - Estimate of Developer Improvements in Public Right of Way

	Quant/ Unit	Unit Cost	Cost	
Grading	1 ls	\$ 10,000	\$ 10,000	Allowance - no design available
Stamped HMA	745 sf	\$ 28	\$ 20,860	Based on Conceptual Roundabout Design
4th Leg Road/Entry	3845 sf	\$ 25	\$ 96,125	Based on Conceptual Roundabout Design
4th Leg curb/gutter	570 lf	\$ 32	\$ 18,240	Based on Conceptual Roundabout Design
4th Leg Sidewalk 50% City/Developer	2352 sf	\$ 15	\$ 35,280	Based on Conceptual Roundabout Design
Rt turn pocket	2563 sf	\$ 25	\$ 64,075	Based on Conceptual Roundabout Design
Signs & Pavement Markings	1 ls	1	\$ 5,000	Allowance - no design available
Subtotal - Developer Road Improvements			\$ 239,580	Previous Estimate \$215k
Drainage	1 ls	\$ 15,000	\$ 15,000	Allowance - no design available
Waterline	1 ls	\$ 20,000	\$ 20,000	Allowance - no design available
Sewer	1 ls	\$ 10,000	\$ 10,000	Allowance - no design available
Subtotal - Developer Utilities			\$ 45,000	
Developer Improvements in Public Right of Way			\$ 275,000	



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MARCH 28, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Dane Schilling, City Engineer
DATE: March 28, 2018
SUBJECT: Caltrans Cooperative Agreement for Federal Transportation Funds for the S. Auburn St. and I-80 Roundabout Project.

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Adopt Resolution 19-2018 authorizing the City Manager to execute a Cooperative Agreement with Caltrans under the State Highway Operations and Protection Program (SHOPP) for the S. Auburn Street and I-80 Roundabout Project.

BACKGROUND AND DISCUSSION:

The City of Colfax periodically receives State and Federal grants for transportation related projects which are administered through the California Department of Transportation (Caltrans). Current master agreements between the City and Caltrans are required in order for the City to receive reimbursement for grant funded transportation project expenses.

Caltrans uses an agreement called a *Master Agreement Administering Agency-State Agreement for Federal-Aid Projects* (Master Agreement) with local agencies such as the City of Colfax. On February 28, the City entered into this agreement under Resolution 11-2018.

Under the umbrella of a Master Agreement, Caltrans uses Program Supplement Agreements that are specific to individual projects. The City recently received approval for \$2.15M in Caltrans administered grants for the S. Auburn Roundabout Project. In order to begin invoicing for reimbursement for the Project, a Program Supplement Agreement between the City and Caltrans must be executed.

On January 17, 2018 the City Engineer requested funding contributions of the \$1.25M from the State Highway Operations and Protection Program (SHOPP) and also requested authority to take the lead on all phases of the project. Caltrans has agreed to the City's request. On March 2, 2018, Caltrans provided the City with a Cooperative Agreement formalizing the terms for the City's role as lead agency and providing the City with up to \$1.25M in state funding towards the project. A copy of the Cooperative Agreement is included as Attachment 2.

FISCAL IMPACT:

In order to receive the \$1.25M of SHOPP federal funding awarded to the City for the S. Auburn Roundabout Project, the City must execute a cooperative agreement. Entering into these agreements will allow the City to be reimbursed for Project expenses covered under the federal grant funding. It should be noted that administration of federally funded transportation projects requires substantial additional staff effort to process, manage and monitor the grants in compliance with the various State and Federal regulations. Each project is also subject to a process audit which is typically conducted at the conclusion of each project by Caltrans and sometimes the Federal Highway Administration.

ATTACHMENTS:

1. Resolution 19-2018
2. SHOPP Cooperative Agreement

City of Colfax

City Council

Resolution № 19-2018

AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE
AGREEMENT WITH CALTRANS UNDER THE STATE HIGHWAY OPERATIONS
AND PROTECTION PROGRAM FOR THE S. AUBURN ST. AND I-80
ROUNABOUT PROJECT.

WHEREAS, the City of Colfax is eligible to receive State and/or Federal funding for certain transportation projects through the State of California, Department of Transportation; and

WHEREAS, the City of Colfax desires to enter into an agreement with the State of California, Department of Transportation to allow the City to make use of State administered funds for transportation projects; and,

WHEREAS, the State of California, Department of Transportation requests the City enter into a cooperative agreement to formalize the terms for the City's role as lead agency for the project.

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.
- 2) The City Manager is hereby authorized to execute on behalf of and in the name of the City of Colfax the Cooperative Agreement for the S. Auburn Street and I-80 Roundabout Project in the form attached to this Resolution.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 28th day of March 2018 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Will Stockwin, Mayor

Lorraine Cassidy, City Clerk

COOPERATIVE AGREEMENT

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Colfax, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, *construct a roundabout near the I-80/South Auburn Street/SR174 interchange* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the approved project initiation document.
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:
 - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
 - RIGHT-OF-WAY
 - CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
 - CALTRANS completed the Project Initiation Document on December 18, 2017.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. CITY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CITY is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

- CITY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

- CITY is the RIGHT OF WAY IMPLEMENTING AGENCY

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT OF WAY Capital) and the cost of the staff work in support of the acquisition (RIGHT OF WAY Support).

- CITY is the Construction IMPLEMENTING AGENCY.

CONSTRUCTION work includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION Capital) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION Support).

11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The Quality Management Plan will include a process for resolving disputes between the PARTIES at the team level. The Quality Management Plan is subject to CALTRANS review and approval.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

14. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.
15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Federally ineligible work shall not be paid with a Federal or Local-Federal fund type, or the portion of a non-Federal fund type used as a match for a Federal or Local-Federal fund type. PARTIES shall ensure any fund type used for federally ineligible work will not exceed proportional share of fund type within PROJECT COMPONENT.
17. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
18. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

19. CALTRANS, as the owner/operator of the State Highway System, will perform quality management work including independent quality assurance (IQA) and owner/operator approvals for the portions of WORK within the existing and proposed State Highway System right-of-way.
20. CALTRANS' independent quality assurance (IQA) efforts are to ensure that CITY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). An IQA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs IQA it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA.

21. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
22. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.
23. CITY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

CEQA/NEPA Lead Agency

24. CITY is the CEQA Lead Agency for the PROJECT.
25. CALTRANS is a CEQA Responsible Agency for the PROJECT.
26. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

- 27. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTIES responsibilities in this AGREEMENT.
- 28. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
- 29. It is expected that the PROJECT will not require environmental permits/approvals.

Project Approval and Environmental Document (PA&ED)

- 30. As the PA&ED IMPLEMENTING AGENCY, CITY is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
- 31. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.10.10.xx Quality Management	No
165.15.15.xx Essential Fish Habitat Consultation	No
165.15.15.xx Section 7 Consultation	No
165.25.25 Approval to Circulate Resolution	No
180.10.05.45 Section 7 Consultation	No
180.15.05 Record of Decision (NEPA)	No

- 32. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.
- 33. CITY will provide written notice of the initiation of environmental studies to the NEPA Lead Agency prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

34. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
35. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.
36. CALTRANS is a CEQA Responsible Agency for the PROJECT and will review, comment, and concur on all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.
37. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
38. If the CEQA Lead Agency makes any changes to the CEQA documentation, the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to the CEQA Lead Agency's approval at appropriate stages of development prior to public availability.
39. If the CEQA Lead Agency makes any changes to CEQA-related public notices, then the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to publication and circulation.
40. The CEQA Lead Agency will attend all CEQA-related public meetings.

41. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

42. Pursuant to Chapter 3 of Title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA Lead Agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA Lead Agency for PROJECT, will review, comment, and approve all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

43. Any PARTY involved in the preparation of NEPA documentation will follow FHWA and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at www.fhwa.dot.gov/hep/index.htm) and the CALTRANS Standard Environmental Reference.

44. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
45. CITY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. CITY will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

46. The NEPA Lead Agency will attend all NEPA-related public meetings.
47. CITY will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.
48. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the NEPA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

49. CITY will ensure that the PROJECT is included in the approved Federal Statewide Transportation Improvement Program (FSTIP) prior to the NEPA Lead Agency's approval of the environmental document.

Plans, Specifications, and Estimate (PS&E)

50. As the PS&E IMPLEMENTING AGENCY, CITY is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

51. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.10.xx Quality Management	No

52. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

CITY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

53. CITY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

RIGHT-OF-WAY

54. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, CITY is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

55. CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.25.10.xx Quality Management	No

56. The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.

57. CITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

58. CITY will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
59. CITY will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
60. CITY will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity.

CITY will conduct and document Condemnation Evaluation and Condemnation Panel Review meetings as required in accordance with CALTRANS policy and guidance. CALTRANS will be notified in advance of any Condemnation Panel Review meetings.

61. If CITY acquires any right-of-way to be incorporated into the State Highway System, CITY will first acquire in its own name.

If CALTRANS acquires any right-of-way, CALTRANS will first acquire in CITY's name.

Title to the State Highway System right-of-way will ultimately be vested in the State. CALTRANS' acceptance of title will occur after the Right of Way Closeout activities are complete.

62. CITY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all right-of-way activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

CITY will submit a draft Right-of-Way Certification to CALTRANS six weeks prior to the scheduled Right-of-Way Certification milestone date for review.

CITY will submit a final Right-of-Way Certification to CALTRANS for approval prior to the advertising the construction contract.

63. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

- 64. CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free of all encumbrances and liens. Upon acceptance, CITY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
- 65. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

CONSTRUCTION

- 66. As the CONSTRUCTION IMPLEMENTING AGENCY, CITY is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
- 67. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.20.10.xx Quality Management	No

- 68. CITY will include a Disadvantaged Business Enterprise (DBE) utilization goal in the PROJECT construction contract(s) in accordance with the *Local Assistance Procedures Manual*. CITY will award the construction contract to the lowest responsive bidder who makes a Good Faith Effort to meet the DBE goal.
- 69. CALTRANS will not issue an Encroachment Permit to CITY for construction work until the following conditions are met:
 - CALTRANS accepts the final plans, specifications, and estimate
 - CALTRANS accepts the Right-of-Way Certification
 - Any new or amended Maintenance Agreement required for the WORK are executed.
- 70. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

71. CITY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.
72. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY will not award the construction contract.
73. CALTRANS will not issue an Encroachment Permit to CITY's construction contractor until CALTRANS accepts:
 - The payment and performance bonds
 - The CONSTRUCTION Quality Management Plan
74. The CONSTRUCTION Quality Management Plan will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and source inspection Quality Management Plan is subject to review and approval by the State Materials Engineer.
75. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations CITY, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.
76. CITY will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

77. CITY will implement changes to the construction contract through Change Orders. PARTIES will review and concur on all Change Orders over \$50,000.
78. CALTRANS will review and concur with:
 - Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
 - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
79. If CONSTRUCTION CAPITAL is funded with state or federal funds then CITY will administer and process all construction contract claims using a CALTRANS-approved process. CALTRANS will provide quality management work for the claims process.
80. CITY is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. CITY is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.
81. CITY will submit a written request to CALTRANS for any Department Furnished Material (DFM) identified in the PROJECT plans, specifications, and estimate a minimum of sixty (60) working days prior to the construction start of work. CITY will submit a written request to CALTRANS for any additional Department Furnished Materials deemed necessary during the PROJECT construction.

CALTRANS will make the Department Furnished Materials available at a CALTRANS-designated location.

82. As the CONSTRUCTION IMPLEMENTING AGENCY, CITY is responsible for maintenance of the State Highway System within the PROJECT limits as part of the construction contract until the following conditions are met:

- Any required Maintenance Agreements are executed for the portions of State Highway System for which relief of maintenance is to be granted.
- CALTRANS approves a request from CITY for relief from maintenance of the PROJECT or a portion thereof.

83. PARTIES confirm that upon WORK completion, no maintenance agreement will be necessary.

84. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System within State Highway System right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside State Highway System right-of-way.

85. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, CITY will furnish CALTRANS with a complete set of “As-Built” plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM and in accordance with CALTRANS’ then current CADD User’s Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer’s name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer’s signature only on the title sheet. As-Built plans will be in a suitable format for conversion to Microstation DGN format, version 7.0 or later. In addition, CITY will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

86. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

87. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

Additional Provisions

Standards

88. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; FHWA standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

89. CALTRANS retains the right to reject noncompliant WORK. CITY agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

90. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

91. CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

92. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System right-of-way. Contractors and/or agents, and utility owners will not work within the State Highway System right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTIES, their contractors, consultants and agents at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
93. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

94. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

95. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

96. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.

Hazardous Materials

97. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

98. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

99. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

100. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. CITY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CITY will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

101. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

102. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

103. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.

104. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
105. If the WORK expends state or federal funds, each PARTY will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

106. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
107. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

108. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and CITY will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

109. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

110. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with Chapter 10 of the Local Assistance Procedures Manual.

Interruption of Work

111. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

112. If WORK stops for any reason, each PARTY will continue to implement the obligations of this AGREEMENT, including the commitments and conditions included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

113. The cost of awards, judgments, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.

114. The cost of legal challenges to the environmental process or documentation may be paid from the funds obligated in this AGREEMENT.
115. Any PARTY who action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

116. CITY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. CITY will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

GENERAL CONDITIONS

Venue

117. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

118. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

Indemnification

119. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
120. Neither CITY nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

121. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
122. PARTIES will not assign or attempt to assign obligations to PARTIES not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

123. CITY will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. CITY waives the provisions of California Civil Code section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

124. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

125. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

126. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

127. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

128. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

DEFINITIONS

PARTY – Any individual signatory party to this AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to this AGREEMENT.

WORK BREAKDOWN STRUCTURE (WBS) – A WBS is a standardized hierarchical listing of project work activities/products in increasing levels of detail. The CALTRANS WBS defines each PROJECT COMPONENT as a group of work activities/products. The CALTRANS Work Breakdown Structure is defined in the CALTRANS Workplan Standards Guide.

SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF COLFAX

Thomas L. Brannon
Deputy District Director
District 3 Program / Project Management

Wes Heathcock
City Manager


VERIFICATION OF FUNDS AND
AUTHORITY:

Attest:

Stacey Salazar
District Project Control Officer

Dane Schilling
City Engineer

CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:



Tamara Warren
HQ Accounting Supervisor

FUNDING SUMMARY NO. 01

AGREEMENT 03 - 0650
 Project No. 0318000199
 EA 4H170
 03-PLA-80 PM 33.0/33.1

FUNDING TABLE

IMPLEMENTING AGENCY →		CITY	CITY	CITY		CITY		CITY		Totals
Source	Party	Fund Type	PA&ED	PS&E	R/W SUPPORT	R/W CAPITAL	CONST. SUPPORT	CONST. CAPITAL		
STATE	CALTRANS	SHOPP Minor	0	0	0	0	0	0	1,250,000	1,250,000
LOCAL-FEDERAL	CITY	CMAAQ (88.53%)	0	220,000	0	0	150,000	530,000	900,000	900,000
LOCAL	CITY	Developer ^M	50,000	80,000	0	0	100,000	220,000	450,000	450,000
Totals			50,000	300,000	0	0	250,000	2,000,000	2,600,000	2,600,000

^MNon-federal match

EXPENDITURE TABLE

IMPLEMENTING AGENCY →		CITY	
Source	Party	Fund Type	CONST. CAPITAL
			Eligible
STATE	CALTRANS	SHOPP Minor	X
LOCAL-FEDERAL	CITY	CMAAQ (88.53%)	X
LOCAL	CITY	Developer ^M	X

Note: An "X" denotes the funding type is available for payment.
^MNon-federal match

SPENDING SUMMARY

Fund Type	PA&ED		PS&E		R/W Support		R/W CAPITAL	CONST. SUPPORT		CONST. CAPITAL		DFM CALTRANS	Totals
	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	CITY	CITY	CALTRANS	CITY	CITY	CALTRANS		
SHOPP Minor	0	0	0	0	0	0	0	0	0	1,250,000	0	0	1,250,000
CMAQ	0	0	0	220,000	0	0	0	0	150,000	530,000	0	0	900,000
Developer	0	50,000	0	80,000	0	0	0	0	100,000	145,000	75,000	0	450,000
Totals	0	50,000	0	300,000	0	0	0	0	250,000	1,925,000	75,000	0	2,600,000

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

ICRP Rate

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with 2 CFR, Part 200 and Chapter 5 of the Local Assistance Procedures Manual. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.
5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this AGREEMENT.

If CITY invoices for rates in excess of DPA rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.

6. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

Invoicing and Payment

7. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, CITY will pay invoices within five (5) calendar days of receipt of invoice.
8. If CITY has received EFT certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
9. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
10. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then CITY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
11. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.

Project Approval and Environmental Document (PA&ED)

12. No invoicing or reimbursement will occur for the PA&ED PROJECT COMPONENT.

Plans, Specifications, and Estimate (PS&E)

13. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.

RIGHT-OF-WAY Support

14. No invoicing or reimbursement will occur for the R/W SUPPORT PROJECT COMPONENT.

RIGHT-OF-WAY Capital

15. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

CONSTRUCTION Support

16. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

CONSTRUCTION Capital

17. CITY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

Department Furnished Materials (DFM)

18. CALTRANS will invoice and CITY will reimburse for actual costs incurred and paid.

CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

YES / NO

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

5. Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are "YES", this form may be used to TERMINATE this AGREEMENT.

CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 03-0650 and any amendments to the agreement. The final signature date on this document terminates agreement 03-0650 except survival articles. All survival articles in agreement 03-0650 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

CALTRANS

Name

Date

Deputy District Director
District 3 Program / Project Management

CERTIFIED AS TO ALL FINANCIAL OBLIGATIONS/TERMS AND POLICIES

Name

Date

District Project Control Officer

CITY OF COLFAX

Name

Date

City Manager