

**COLFAX CITY COUNCIL MEETING
REGULAR SESSION AGENDA**

City Council Chambers
33 S. Main Street, Colfax, CA.

August 22, 2012

6:00 PM (Closed Session)

7:00 PM (Regular Session)

Last Ordinance
#519

Last Resolution
33-2012

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the building & safety director, (530) 346-2313. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibilities to this meeting.

1. OPENING

- A. Call to Order
- B. Roll Call

2. PUBLIC COMMENT

3. CLOSED SESSION

Conference with Legal Counsel—Anticipated Litigation
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9
Number of potential cases: 1

Conference with Labor Negotiators pursuant To Government Code Section 54957.6
Employee Organization: General Employees and Bargaining Unit Represented by Operating Engineers, Local 39
City's Designated Representative: Bruce Kranz

4. OPENING

- A. Pledge Of Allegiance
- B. Announcement of Action Taken at Closed Session
- C. Approval of Agenda Order

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

Recommended Action: By motion accept the agenda as presented or amended.

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

5. CITY COUNCIL COMMITTEE REPORTS

The purpose of these reports is to provide information to the City Council and public on projects and programs that are discussed at committee meetings. No decisions are to be made on these issues. If a Council member would like formal action on any of these discussed items, it will be placed on a future Council Agenda

6. INFORMATION REPORTS FROM STAFF AND OTHERS

7. CONSENT AGENDA

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

**RECOMMENDED
ACTION**

- A. Minutes: August 8, 2012 *Receive and File*
- B. Cash Balance Summary: July 31, 2012 *Receive and File*
- C. Consideration of Adoption of Resolution No. 34-2012: A Resolution Of The City Council of the City of Colfax authorizing the City Manager to execute a Consultant Services Agreement with Nexgen Utility Management for preparing an Industrial User Permit for Fox Barrel / Crispin Cider Company *Adopt Resolution No. 34-2012*
- D. Consideration of Adoption of Resolution No. 35-2012: A Resolution Of The City Council Of The City Of Colfax Certifying And Adopting The Negative Declaration For Ordinance No. 519: An Ordinance Of The City Of Colfax Approving Administrative Revisions To Title 17 Of The Colfax Municipal Code *Adopt Resolution No. 35-2012*

CONSENT ITEMS PULLED FOR DISCUSSION

8. PUBLIC COMMENT

At this time, members of the audience are permitted to address the City Council on matters of concern to the public not listed on this agenda. Please make your comments as brief as possible, comments should not exceed three (3) minutes in length or fifteen (15) minutes on one topic. The Council cannot act on items not included on this agenda; however, if action is required it will be referred to staff.

9. PUBLIC HEARING

Notice to Public

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

1. Open the Public Hearing
2. Presentation by Staff
3. Presentation, when applicable, by Applicant or Appellant
4. Accept Public Testimony
5. When applicable, Applicant or Appellant rebuttal period
6. Close public hearing (No public comment is taken hearing is closed)
7. Council comments and questions
8. City Council action

Public hearings that are continued will be so noted. The continued public hearing will be listed on a subsequent council agenda and posting of that agenda will serve as notice

10. COUNCIL BUSINESS

11. PRESENTATIONS

12. ADJOURNMENT

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.

AGENDA POSTED, August 17, 2009
at City Hall and Post Office locations



Karen Pierce, City Clerk

Minutes
City Council Meeting
August 8, 2012

1. OPENING

Mayor Harvey called the meeting to order at 6:00pm.

Present and answering roll call were Council members Roberts, Delfino, Barkle, and Mayor Harvey.

Council member Alpine was absent.

2. PUBLIC COMMENT

There was no public comment

3. CLOSED SESSION

Mayor Harvey called the closed session to order at 6:00pm

Conference With Legal Counsel - Anticipated Litigation.
Initiation of litigation pursuant to Government Code Section 54956.9(c)
Number of potential cases: 1

Conference with Labor Negotiators pursuant To Government Code Section 54957.6 Employee Organization: General Employees and Bargaining Unit Represented by Operating Engineers, Local 39
City's Designated Representative: Bruce Kranz

Mayor Harvey closed the closed session at 6:53pm.

4. OPENING AND AGENDA APPROVAL

Mayor Harvey called the regular meeting to order at 7:05pm.

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

Councilman Delfino requested a moment of silence in memory of Tyler Nickerson who died in a pool accident.

Mr. Sutherland led the Pledge of Allegiance

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

AYES: Roberts, Delfino, Barkle and Mayor Harvey
NOES:
ABSENT: Alpine
ABSTAIN:

5. CITY COUNCIL COMMITTEE REPORTS

Councilman Delfino reported on SEDDCorp

Mayor Harvey reported on the Placer County Community Services Committee

6. INFORMATION REPORTS FROM STAFF AND OTHERS

City Manager, Bruce Kranz reported on the following:

- Updated council on what is happening at the WWTP

7. CONSENT AGENDA

- | | |
|--|---|
| <p>A. Minutes: July 25, 2012</p> <p>B. Consideration of Adopting Resolution No. 33-2012: A Resolution of the City Council of the City of Colfax Recognizing September 2012 as Rail Safety Month</p> <p>C. Approval of new City employment application.</p> | <p style="text-align: center;"><u>ACTION TAKEN</u>
<i>Received and Filed</i></p> <p><i>Adopted Resolution No. 33-2012</i></p> <p><i>Approved Application</i></p> |
|--|---|

A motion was made by councilman Delfino and seconded by councilwoman Roberts to approve the consent agenda as presented. The motion was passed by the following vote:

- AYES: Roberts, Delfino, Barkle and Mayor Harvey
 NOES:
 ABSENT: Alpine
 ABSTAIN:

8. PUBLIC COMMENT

There was no public comment

9. PUBLIC HEARING

A. Second Reading and Adoption of Ordinance No. 519: An Ordinance Of The City Of Colfax Making Administrative Revisions to Title 17 Of The Colfax Municipal Code (#PL-02-12)

Mayor Harvey opened the Public Hearing. Land Use Attorney, Brigit Barnes went over the Ordinance and comments she has received. There was no public comment. Mayor Harvey Closed the Public Hearing. Council discussed. A motion was made by councilman Delfino and seconded by councilwoman Barkle to adopt Ordinance No. 519 to become effective in 30 days with the discussed changes. The motion was passed by the following vote:

- AYES: Roberts, Delfino, Barkle and Mayor Harvey
 NOES:
 ABSENT: Alpine
 ABSTAIN:

10. COUNCIL BUSINESS

A. Consideration of becoming a member of CalChamber

City Manager, Bruce Kranz noted that Councilwoman Roberts requested that this item be added to the agenda. Councilwoman Roberts gave a report on CalChamber and its benefits. Council discussed. Direction was given to set this aside for now and use the League of California Cities labor law information.

B. Consideration of joining the State Stormwater Coalition

Mayor Harvey went over the staff report. There was no public comment. Council discussed. A motion was made by councilman Delfino and seconded by councilwoman Roberts to join the State Stormwater Coalition if the cost is no more than \$500. The motion was passed by the following vote:

AYES: Roberts, Delfino, Barkle and Mayor Harvey
NOES:
ABSENT: Alpine
ABSTAIN:

C. Consideration of approval for Garden Club to move the Blue Star Memorial By-Way marker

City Manager, Bruce Kranz went over the staff report. There was no public comment. Council discussed. A motion was made by councilman Delfino and seconded by councilwoman Barkle to approve the move of the marker. The motion was passed by the following vote:

AYES: Roberts, Delfino, Barkle and Mayor Harvey
NOES:
ABSENT: Alpine
ABSTAIN:

11. PRESENTATION

12. ADJOURNMENT

Being no further business to come before council by voice vote the meeting was adjourned at 7:54pm.

7B

City of Colfax
Cash Summary
July 31, 2012

	Balance 06/30/2012	Debits	Credits	Transfers	Balance 07/31/2012
Bank of America - Checking	\$ 658.24			\$ (658.24)	\$ (0.00)
Bank of America - Savings	\$ 2.70			\$ (2.70)	\$ (0.00)
US Bank	\$ 132,805.94	\$ 367,689.31	\$ (418,658.11)	\$ 660.94	\$ 82,498.08
LAIF	\$ 1,040,756.14	\$ 813.32			\$ 1,041,569.46
Collateral Deposit (USBank)	\$ 40,000.00				\$ 40,000.00
Total Cash - General Ledger	\$ 1,214,223.02	\$ 368,502.63	\$ (418,658.11)	\$ -	\$ 1,164,067.54
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	\$ 1,214,523.02	\$ 368,502.63	\$ (418,658.11)	\$ -	\$ 1,164,367.54

Change in Cash Account Balance - Total \$ (50,155.48)

Attached Reports:

1. Cash Transactions Report (By Individual Fund)			
2. Check Register Report (Accounts Payable)	\$ (195,740.69)		AP
3. Cash Receipts - Daily Cash Summary Report	\$ 121,514.56		CR
Voided Check	\$ -		AP
Payroll Checks and Tax Deposits	\$ (62,970.75)		PR, GJ
Utility Billings - Receipts	\$ 86,125.37		UB
Bank service charges and Interest	\$ 916.03		GJ
	<u>\$ (50,155.48)</u>	\$	-

Prepared by: Laurie Van Groningen 8/10/12
Laurie Van Groningen, Finance Consultant

Reviewed by: Bruce Kranz 8/14/12
Bruce Kranz, City Manager

CASH TRANSACTIONS REPORT

MONTH: JULY
City of Colfax

Page: 1
8/10/2012
12:47 pm

	Beginning Balance	Debit	Credit	Ending Balance
Fund: 100 - GENERAL FUND	85,678.82	72,863.99	58,571.50	99,971.31
Fund: 120 - LAND DEVELOPMENT FEES	11,265.42	4,102.60	2,104.75	13,263.27
Fund: 210 - MITIGATION FEE - TRAFFIC	74,451.29	101.89	0.00	74,553.18
Fund: 211 - MITIGATION FEE - DRAINAGE	2,923.28	2.13	0.00	2,925.41
Fund: 212 - MITIGATION FEE - TRAILS	45,464.73	33.00	0.00	45,497.73
Fund: 213 - MITIGATION FEE - PARK & REC	118,822.43	176.56	0.00	118,998.99
Fund: 215 - MITIGATION FEE - VEHICLES	145.54	0.11	0.00	145.65
Fund: 217 - MITIGATION FEE - D.T. PARKING	25,524.98	18.53	0.00	25,543.51
Fund: 236 - CDBG - Economic Revitalization	0.00	0.00	2,389.00	-2,389.00
Fund: 241 - HOUSING REHABILITATION	124,887.97	90.64	0.00	124,978.61
Fund: 244 - MICROENTERPRISE LENDING-CDBG	93,056.07	367.32	0.00	93,423.39
Fund: 250 - TRANSPORTATION	0.00	1,274.05	17,082.63	-15,808.58
Fund: 253 - GAS TAXES	44,864.89	6,886.71	1,744.60	50,007.00
Fund: 270 - BEVERAGE RECYCLING	23,872.66	16.12	0.00	23,888.78
Fund: 280 - Used Oil Grant UOG3-95-1432-31	3,101.46	1.26	447.84	2,654.88
Fund: 286 - BRICKS	5,205.08	3.78	0.00	5,208.86
Fund: 292 - FIRE CAPITAL FUND	27,027.11	19.62	0.00	27,046.73
Fund: 344 - PROP 40 - POOL IMPROVEMENT	0.00	0.00	112.50	-112.50
Fund: 350 - STREETS IMPROVEMENT PROJECTS	180,753.81	135.29	1,117.50	179,771.60
Fund: 560 - SEWER	-570,878.97	108,993.35	172,601.17	-634,486.79
Fund: 561 - SCSWAD LIFT	271,881.58	21,162.58	9,902.25	283,141.91
Fund: 563 - WASTEWATER TREATMENT PLANT	5,188.40	44,654.49	2,125.82	47,717.07
Fund: 565 - GENERAL OBLIGATION BOND	22,420.81	15.54	0.00	22,436.35
Fund: 567 - I & I	415,930.82	1,208.57	125.80	417,013.59
Fund: 569 - Pond 3 Lining- I&I Repair	-124,541.42	37,362.95	83,109.39	-170,287.86
Fund: 570 - GARBAGE	-398,516.39	989.50	1,436.59	-398,963.48
Fund: 571 - 2% AB939	30,526.19	33.88	10.41	30,549.66
Fund: 572 - 27% LANDFILL	695,166.46	4,960.15	2,805.61	697,321.00
Fund: 998 - PAYROLL CLEARING FUND	0.00	63,028.02	62,970.75	57.27
Grand Totals:	1,214,223.02	368,502.63	418,658.11	1,164,067.54

Check Register Report

Date: 08/02/2012

Time: 4:32 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							
48499	07/06/2012	Reconciled		19696	SWRCB	PERMIT REGISTRATION DOC.	776.00
48500	07/13/2012	Reconciled		01460	AMERIPRIDE UNIFORM SERVICE	UNIFORMS	437.47
48501	07/13/2012	Reconciled		01500	ANDERSON'S SIERRA	WWTP VALVES	628.77
48502	07/13/2012	Reconciled		01661	ARC	POND 3 PLANS	1,202.18
48503	07/13/2012	Reconciled		01790	AUBURN OFFICE PRODUCTS	SUPPLIES	260.23
48504	07/13/2012	Reconciled		02084	BRIGIT BARNES	PLANNING JUNE 2012	12,516.16
48505	07/13/2012	Reconciled		03121	CALIFORNIA BUILDING	FEE REPORT	18.00
48506	07/13/2012	Reconciled		03152	ROGER CANFIELD	PUBLICITY CONSULTANT	420.00
48507	07/13/2012	Reconciled		04400	DIAMOND WELL DRILLING CO.	WWTP TESTING JUNE	11,676.00
48508	07/13/2012	Reconciled		07460	GOLD COUNTRY MEDIA	PUBLIC NOTICE DELINQUENT SEWER	274.04
48509	07/13/2012	Reconciled		08170	HILLS FLAT LUMBER CO	SUPPLIES	1,597.64
48510	07/13/2012	Reconciled		08660	HUNT AND SONS, INC.	GASOLINE FIRE DEPARTMENT	727.02
48511	07/13/2012	Reconciled		012100	LAFCO	2012-2013 FEES	520.40
48512	07/13/2012	Reconciled		15200	OWENS CONSTRUCTION	CANYON WAY RAILING REPAIR	5,725.00
48513	07/13/2012	Reconciled		06011	PELLETREAU, ALDERSON & CABRAL	LEGAL SERVICES	12,476.52
48514	07/13/2012	Reconciled		16300	PLACER COUNTY WATER AGENCY	WATER	66.14
48515	07/13/2012	Reconciled		16200W	PLACER COUNTY SHERIFFS DEPT.	TELEPHONE JUNE	127.19
48516	07/13/2012	Reconciled		18110	RAY MORGAN COMPANY	PRINTER CONTRACT 8/1-10/31/12	499.62
48517	07/13/2012	Reconciled		19390	SIERRA MARKET	WWTP SUPPLIES	5.78
48518	07/13/2012	Reconciled		21500	USA BLUE BOOK, INC	WWTP TRAINING TOOL	157.44
48519	07/13/2012	Reconciled		22106	VAN GRONINGEN & ASSOCIATES	FINANCE CONSULTANT JUNE	3,818.75
48520	07/13/2012	Reconciled		23200	WAREHOUSE PAINT, INC.	SPRAY GUN	139.41
48521	07/13/2012	Reconciled		23169	WAVE BUSINESS SOLUTIONS	INTERNET	304.92
48522	07/23/2012	Reconciled		01414	ALHAMBRA & SIERRA SPRINGS	WATER CITY HALL/CORP YARD	182.31
48523	07/23/2012	Reconciled		01673	GABE ARMSTRONG	HEALTH INSURANCE AUGUST	762.00
48524	07/23/2012	Reconciled		16009	SEAN PATRICK	WWTP CONSULTING	957.50
48525	07/23/2012	Reconciled		16035	PG&E	UTILITIES	21,867.45
48526	07/23/2012	Printed		16727	PONTICELLO ENTERPRISES	ENGINEERING JUNE	54,794.20
48527	07/23/2012	Reconciled		16735	POSTMASTER	NEWSLETTER MAILING	324.08
48528	07/23/2012	Reconciled		14295	SPRINT NEXTEL COMMUNICATIONS	CELL PHONES	361.33
48529	07/23/2012	Reconciled		21131	UNION PACIFIC RAILROAD COMPANY	DINKY CLOSURE FENCE	250.00
48530	07/23/2012	Reconciled		21560	US BANK CORPORATE PMT SYSTEM	CREDIT CARD PURCHASES	70.00
48531	07/23/2012	Reconciled		23101	LARRY WALKER	NPDES PERMIT ASSIST/POND 3	12,613.00
48532	07/31/2012	Printed		01448	AMERIGAS - COLFAX	PROPANE FIRE DEPT	27.39
48533	07/31/2012	Printed		01661	ARC	POND 3 PLANS	1,638.37
48534	07/31/2012	Printed		03118	CALCON SYSTEMS, INC	WWTP MAINTENANCE	1,799.51
48535	07/31/2012	Printed		04520	DINE AND DASH CAFE	CITY/COUNTY DINNER	675.00
48536	07/31/2012	Printed		07460	GOLD COUNTRY MEDIA	ZONING ORDINANCE PUBLIC NOTICE	332.44
48537	07/31/2012	Printed		07575	GRANITE CONSTRUCTION	STREET PATCH	815.45
48538	07/31/2012	Printed		08050	HACH COMPANY	WWTP REPAIR	253.00
48539	07/31/2012	Printed		08084	HDR ENGINEERING, INC.	WWTP DESIGN	24,273.44
48540	07/31/2012	Printed		08660	HUNT AND SONS, INC.	GASOLINE PUBLIC WORKS	496.69
48541	07/31/2012	Printed		12231	JON LINN	CITY HALL COUNTERTOPS	1,019.00
48542	07/31/2012	Printed		16165	PLACER COUNTY ENVIRONMENTAL	LANDFILL	464.00
48543	07/31/2012	Printed		18400	RIEBES AUTO PARTS	SUPPLIES	130.10
48544	07/31/2012	Printed		19279	SERVICE ENGINEERING	WWTP REPAIR	1,796.74
48545	07/31/2012	Printed		19379	SIERRA CHEMICAL CO. SPARKS	WWTP CHEMICALS	2,048.33

DAILY CASH SUMMARY REPORT

07/01/2012 - 07/31/2012

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng
Fund: 100 - GENERAL FUND							
72640	2	07/02/2012	CR	100-000-1000	4,312.50	0.00	4,312.50
07/02/2012					4,312.50	0.00	4,312.50
Daily Totals							
72603	2	07/09/2012	CR	100-000-1000	35.00	0.00	35.00
72604	2	07/09/2012	CR	100-000-1000	64.66	0.00	64.66
72607	2	07/09/2012	CR	100-000-1000	63.75	0.00	63.75
72609	2	07/09/2012	CR	100-000-1000	2,528.85	0.00	2,528.85
72611	2	07/09/2012	CR	100-000-1000	1,128.60	0.00	1,128.60
72612	2	07/09/2012	CR	100-000-1000	1,159.00	0.00	1,159.00
72613	2	07/09/2012	CR	100-000-1000	100.00	0.00	100.00
72641	2	07/09/2012	CR	100-000-1000	2,195.00	0.00	2,195.00
07/09/2012					7,274.86	0.00	7,274.86
Daily Totals							
72642	2	07/11/2012	CR	100-000-1000	1,902.50	0.00	1,902.50
07/11/2012					1,902.50	0.00	1,902.50
Daily Totals							
72614	2	07/18/2012	CR	100-000-1000	1,000.00	0.00	1,000.00
72615	2	07/18/2012	CR	100-000-1000	150.25	0.00	150.25
72616	2	07/18/2012	CR	100-000-1000	1,428.54	0.00	1,428.54
72617	2	07/18/2012	CR	100-000-1000	122.25	0.00	122.25
72618	2	07/18/2012	CR	100-000-1000	299.75	0.00	299.75
72619	2	07/18/2012	CR	100-000-1000	100.00	0.00	100.00
72621	2	07/18/2012	CR	100-000-1000	100.00	0.00	100.00
72622	2	07/18/2012	CR	100-000-1000	150.00	0.00	150.00
72623	2	07/18/2012	CR	100-000-1000	10.00	0.00	10.00
72624	2	07/18/2012	CR	100-000-1000	136.25	0.00	136.25
72638	2	07/18/2012	CR	100-000-1000	28,000.00	0.00	28,000.00
72646	2	07/18/2012	CR	100-000-1000	4,474.00	0.00	4,474.00
07/18/2012					35,971.04	0.00	35,971.04
Daily Totals							
72645	2	07/23/2012	CR	100-000-1000	1,620.00	0.00	1,620.00
07/23/2012					1,620.00	0.00	1,620.00
Daily Totals							
72625	2	07/25/2012	CR	100-000-1000	90.00	0.00	90.00
72627	2	07/25/2012	CR	100-000-1000	506.42	0.00	506.42
72628	2	07/25/2012	CR	100-000-1000	10,750.00	0.00	10,750.00
72629	2	07/25/2012	CR	100-000-1000	63.75	0.00	63.75
07/25/2012					11,410.17	0.00	11,410.17
Daily Totals							
72643	2	07/26/2012	CR	100-000-1000	1,175.00	0.00	1,175.00
07/26/2012					1,175.00	0.00	1,175.00
Daily Totals							
72630	2	07/31/2012	CR	100-000-1000	20.00	0.00	20.00
72631	2	07/31/2012	CR	100-000-1000	2,528.85	0.00	2,528.85
72632	2	07/31/2012	CR	100-000-1000	63.75	0.00	63.75
72633	2	07/31/2012	CR	100-000-1000	61.00	0.00	61.00
72635	2	07/31/2012	CR	100-000-1000	1,581.80	0.00	1,581.80
72636	2	07/31/2012	CR	100-000-1000	830.40	0.00	830.40
72637	2	07/31/2012	CR	100-000-1000	408.18	0.00	408.18
72644	2	07/31/2012	CR	100-000-1000	2,337.50	0.00	2,337.50

DAILY CASH SUMMARY REPORT

07/01/2012 - 07/31/2012

City of Colfax

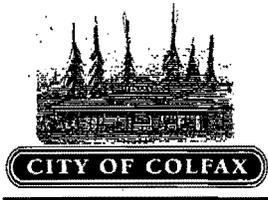
MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng	
07/31/2012								
		Daily Totals			7,831.48	0.00	7,831.48	
Fund: 100 - GENERAL FUND					TOTALS:	71,497.55	0.00	71,497.55
Fund: 120 - LAND DEVELOPMENT FEES								
	72610	2 07/09/2012	CR	120-000-1000	2,000.00	0.00	2,000.00	
07/09/2012								
		Daily Totals			2,000.00	0.00	2,000.00	
	72626	2 07/25/2012	CR	120-000-1000	2,000.00	0.00	2,000.00	
07/25/2012								
		Daily Totals			2,000.00	0.00	2,000.00	
	72634	2 07/31/2012	CR	120-000-1000	102.60	0.00	102.60	
07/31/2012								
		Daily Totals			102.60	0.00	102.60	
Fund: 120 - LAND DEVELOPMENT FEES					TOTALS:	4,102.60	0.00	4,102.60
Fund: 244 - MICROENTERPRISE LENDING-CDBG								
	72606	3 07/09/2012	CR	244-000-1000	300.00	0.00	300.00	
07/09/2012								
		Daily Totals			300.00	0.00	300.00	
Fund: 244 - MICROENTERPRISE LENDING-CDBG					TOTALS:	300.00	0.00	300.00
Fund: 253 - GAS TAXES								
	72639	6 07/31/2012	CR	253-000-1000	6,830.46	0.00	6,830.46	
07/31/2012								
		Daily Totals			6,830.46	0.00	6,830.46	
Fund: 253 - GAS TAXES					TOTALS:	6,830.46	0.00	6,830.46
Fund: 560 - SEWER								
	72648	2 07/24/2012	CR	560-000-1000	200.00	0.00	200.00	
07/24/2012								
		Daily Totals			200.00	0.00	200.00	
Fund: 560 - SEWER					TOTALS:	200.00	0.00	200.00
Fund: 561 - SCSWAD LIFT								
	72605	2 07/09/2012	CR	561-000-1000	407.00	0.00	407.00	
	72608	2 07/09/2012	CR	561-000-1000	407.00	0.00	407.00	
07/09/2012								
		Daily Totals			814.00	0.00	814.00	
	72620	2 07/18/2012	CR	561-000-1000	407.00	0.00	407.00	

DAILY CASH SUMMARY REPORT

07/01/2012 - 07/31/2012

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng	
07/18/2012		Daily Totals			407.00	0.00	407.00	
Fund: 561 - SCSWAD LIFT					TOTALS:	1,221.00	0.00	1,221.00
Fund: 569 - Pond 3 Lining- I&I Repair								
72647	2	07/11/2012	CR	569-000-1000	37,362.95	0.00	37,362.95	
07/11/2012		Daily Totals			37,362.95	0.00	37,362.95	
Fund: 569 - Pond 3 Lining- I&I Repair					TOTALS:	37,362.95	0.00	37,362.95
GRAND TOTALS:					121,514.56	0.00	121,514.56	



**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
August 22, 2012**

Agenda Item No.

7C

To: Honorable Mayor and Members of the City Council

From: Bruce Kranz, City Manager

Prepared By: Alan Mitchell, City Engineer

Subject: Consideration of Adoption of Resolution No. 34-2012: A Resolution Of The City Council of the City of Colfax authorizing the City Manager to execute a Consultant Services Agreement with Nexgen Utility Management for preparing an Industrial User Permit for Fox Barrel / Crispin Cider Company.

Recommended Action: Adopt Resolution No. 34-2012

DISCUSSION:

Staff has identified an industrial user that discharges wastewater into the City's wastewater collection system. Fox Barrel / Crispin Cider Company (Crispin) is a producer of alcoholic ciders at 1213 S. Auburn Street in Colfax. Staff and Crispin management have met several time over the year to understand Crispin's manufacturing process and deal with disruptions to the wastewater treatment plant that were possibly caused by Crispin's waste stream. The City is enforcing a temporary restriction with Crispin that limits the type of materials and amounts of waste that they can discharge.

On August 14, 2012, Staff and Nexgen Utility Management met with representatives of Miller Coors, the parent company of Crispin, to review the scope of work necessary to prepare an Industrial User Permit. City Municipal Code, Title 13 Article XIII, permits the City to impose specific condition and fees on industrial users for discharges to the City's collection system. This permit is a tool to enforce Crispin discharges of their waste in a manner conducive to healthy operation of the City's wastewater treatment plant and provides for fair fees that Crispin pays to the City for the cost to treatment their waste and share in the maintenance of both the treatment plant and the collection system.

The City Engineer made recommendations to staff to employ Nexgen Utility Management to assist the City in the development of the user permit. Through selection processes in other City's, the City Engineer has found Nexgen's quality of service and cost to be excellent and reasonable. Crispin, through negotiation with the City Manager, has agreed to cover all costs associated with the permitting process and to utilize Nexgen for the technical engineering analysis. The City Engineer and Nexgen will work together with the City Manager to prepare the final permit and fees.

ALTERNATIVES: None recommended by staff.

FINANCIAL AND/OR POLICY IMPLICATIONS: An industrial user permit will allow the City to collect fair and reasonable fees from Crispin which will be significantly higher then what

Crispin is paying now. Crispin has been presented with the proposed scope of work and costs, estimated to be \$13680, and has agreed to cover all costs associated with the Industrial User Permit development and implementation, include staff time and cost.

The City Engineer has reviewed Nexgen's fees and finds them to be fair and reasonable for the proposed services.

ATTACHMENTS:

Nexgen Consultant Services Agreement
Resolution No. 34-2012

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 22nd day of August, 2012 by and between the City of Colfax, a municipal corporation of the State of California ("City") and Nexgen Utility Management ("Consultant".)

RECITALS

- A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.
- B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

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

Section 1. Services.

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

Section 2. Time of Completion.

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

Section 3. Compensation.

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

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

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

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

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

Section 6. Insurance.

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

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

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

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

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

4010 Lennane Drive
Sacramento, CA 95834
Attn: Dan Rich

Section 23. Execution.

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 24. Successors. This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

Section 25. Attorney's Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY

CONSULTANT

Signature _____

Signature *Daniel Rich*

Printed Name Bruce Lee Kranz

Printed Name Daniel Rich

Title City Manager

Title Principal, Vice President

Date _____

Date 8-17-12

APPROVED AS TO FORM:

City Attorney



CERTIFICATE OF LIABILITY INSURANCE

MDD
R054DATE (MM/DD/YYYY)
08-17-2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USAA INSURANCE AGENCY INC/PHS 812846 P:(888)242-1430 F:(877)905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No., Ext): (888)242-1430 FAX (A/C, No.): (877)905-0457 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED NEXGEN UTILITY MANAGEMENT INC NEXGEN ASSETS LLC 4010 LENNANE DR SACRAMENTO CA 95834	INSURER A: Hartford Casualty Ins Co	
	INSURER B: Hartford Fire Ins Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			65 SBA TZ1972	06/18/2012	06/18/2013	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> General Liab	<input checked="" type="checkbox"/>	<input type="checkbox"/>				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			65 SBA TZ1972	06/18/2012	06/18/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			65 WEC RU4904	06/18/2012	06/18/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Colfax
33 S MAIN ST
COLFAX, CA 95713

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Taylor

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CITY OF COLFAX

RESOLUTION NO. 34-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT SERVICES AGREEMENT WITH NEXGEN UTILITY MANAGEMENT FOR PREPARING AN INDUSTRIAL USER PERMIT FOR FOX BARREL / CRISPIN CIDER COMPANY

WHEREAS, the City of Colfax is in need of a consultant to prepare a Industrial User Permit for Fox Barrel/Crispin Cider Company, and,

WHEREAS, as a result of this need, Nexgen Utility Management has been selected as qualified to prepare the Industrial User Permit for the city; and,

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax hereby authorizes the City Manager to execute the attached agreement for consultant services with Nexgen Utility Management in an amount not to exceed \$13,680 without prior written approval by the City.

PASSED AND ADOPTED, this 22nd day of August, 2012, by the City Council of the City of Colfax, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stephen Harvey, Mayor

ATTEST:

Karen Pierce, City Clerk

City of Colfax

Resolution No. 35 - 2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX
CERTIFYING AND ADOPTING THE NEGATIVE DECLARATION FOR
ORDINANCE NO. 519: AN ORDINANCE OF THE CITY OF COLFAX
APPROVING ADMINISTRATIVE REVISIONS TO TITLE 17 OF THE COLFAX
MUNICIPAL CODE**

Whereas, the City of Colfax has submitted planning project #PL-02-12 – Ordinance Making Administrative Revisions to Title 17 of the Colfax Municipal Code (the “Project”); and

Whereas, the City of Colfax, through the Planning Department, prepared an Initial Study and Negative Declaration of Environmental Impacts for the Project; and

Whereas, the Planning Commission held a duly-noticed public hearing on the Project and its environmental document on July 25, 2012; and

Whereas, the Planning Commission reviewed and considered the proposed Initial Study and Negative Declaration of Environmental Impacts for the Project; and

Whereas, the Planning Commission reviewed and considered the staff report, any and all written comments received during the public review process, and any and all oral or written comments submitted at the public hearing; and

Whereas, the Planning Commission found that the Negative Declaration has been completed in compliance with the California Environmental Quality Act; and

Whereas, the Planning Commission found on the basis of the whole record before it, including the Initial Study and any comments received, that there is no substantial evidence that the Project will have a significant effect on the environment; and

Whereas, the Planning Commission found that the Initial Study and Negative Declaration reflected the independent judgment and analysis of the City as lead agency for the Project; and

Whereas, the Planning Commission, on July 25, 2012, made a recommendation to the City Council that it certify and adopt the Negative Declaration for the Project; and

Whereas, the City Council has reviewed and carefully considered the information in the Negative Declaration;

NOW THEREFORE, BE IT RESOLVED by the City Council:

1. That the City Council finds that the Negative Declaration has been completed in compliance with the California Environmental Quality Act;
2. That the City Council finds on the basis of the whole record before it, including the Initial Study and any comments received, that there is no substantial evidence that the Project will have a significant effect on the environment;
3. That the City Council finds that the Initial Study and Negative Declaration reflect the independent judgment and analysis of the City as lead agency for the Project;
4. That the City Council certifies and adopts the Negative Declaration for the Project;
5. That the City Clerk is directed to file a Notice of Determination with the Clerk of the County of Placer for the Project; and
6. That the custodian of the documents comprising the record of proceedings is the Department head, or his/her designee, of the City of Colfax Planning Department, whose office is located at 33 S. Main Street, Colfax, CA 95713.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 22nd day of August, 2012 by the following roll call vote of the Council:

Ayes:

Noes:

Absent:

Abstain:

Stephen Harvey, Mayor

ATTEST:

Karen Pierce, City Clerk