

**COLFAX CITY COUNCIL MEETING
REGULAR SESSION AGENDA**

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

September 12, 2012

6:00 PM (Closed Session)

7:00 PM (Regular Session)

Last Ordinance
#519

Last Resolution
36-2012

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 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

Public Employee discipline pursuant to Government Code Section 54957

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 22, 2012

Receive and File

B. Consideration of Adoption of Resolution No. 37-2012: A Resolution Of The City Council Of Colfax, California Recognizing And Honoring The Sacrifices And Heroism Of September 11, 2001

*Adopt Resolution No.
37-2012*

C. Consideration of Adoption of Resolution No. 38-2012: 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.
38-2012*

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

- A. Acceptance of Resignation from Councilmember Suzanne Roberts

Recommended Action: Receive and accept resignation

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

Recommended Action: Discuss and direct staff

11. WORKSHOP DISCUSSION

- A. Discuss alternatives for enforcing weed, fuels and other nuisance abatement and give direction to staff regarding implementation of an enforcement and abatement program

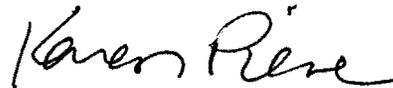
- B. Discuss alternatives for preventing or minimizing loitering in Colfax and provide direction to staff.

12. PRESENTATIONS

13. 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, September 7, 2012
at City Hall and Post Office locations



Karen Pierce, City Clerk

Minutes
City Council Meeting
August 22, 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.

Councilman Alpine was absent due to work.

2. PUBLIC COMMENT

There was no public comment

3. CLOSED SESSION

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

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

Mayor Harvey closed the closed session at 6:40pm.

4. OPENING AND AGENDA APPROVAL

Mayor Harvey called the regular meeting to order at 7:03pm and stated that there was no reportable action taken in Closed Session.

Frank Klein, Chamber President led the Pledge of Allegiance.

A motion was made by councilman Delfino and seconded by councilwoman Barkle to add Resolution No. 36-2012 to the agenda. The motion was passed by the following vote:

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

A motion was made by councilman Delfino and seconded by councilwoman Barkle to pull Consent Agenda item 7 C from the agenda, to be added to a future agenda and 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

Councilwoman Barkle reported on the Air Pollution Quality Control Board meeting.
Councilwoman Roberts reported on the WAC/MAC meeting.
Mayor Harvey reported on the Mosquito and Vector Control meeting.

6. INFORMATION REPORTS FROM STAFF AND OTHERS

City Manager, Bruce Kranz reported on the following:

- Updated council on the closure of the Medical Marijuana businesses.
- Pond 3 at the WWTP is almost completely empty.
- I & I work has begun.
- Met with Amtrak.

City Attorney, Mick Cabral gave an update on the Brown Act and Prop. 30

7. CONSENT AGENDA

- | | <u>ACTION TAKEN</u> |
|---|--|
| A. Minutes: August 8, 2012 | <i>Received and Filed</i> |
| B. Cash Balance Summary: July 31, 2012 | <i>Received and Filed</i> |
| 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 | <i>Pulled and put onto a future agenda</i> |
| 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 | <i>Adopted Resolution No. 35-2012</i> |

A motion was made by councilwoman Roberts and seconded by councilman Delfino to approve the consent agenda as presented with the above noted item pulled for a future agenda. The motion was passed by the following vote:

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

8. PUBLIC COMMENT

Linda LouHaines, resident spoke regarding the Robbers Fire and made comments regarding the Zoning Ordinance, specifically the sign portion.

Frank Klein, Chamber President spoke regarding the 150 Anniversary Train ride and the relationship between the City and Union Pacific and requested a slash sign added to the City billboard.

Brandon Bean, Sierra Hills Little League President and Junior Falcon Football coach spoke about the ball field and maintenance.

Council gave direction to City Manager, Bruce Kranz to meet with Mr. Bean to make arrangements for field maintenance.

9. PUBLIC HEARING

10. COUNCIL BUSINESS

A. Consideration of Adoption of Resolution No. 36-2012: A Resolution securing short-term Financing in the amount of \$3,000,000 from Placer County.

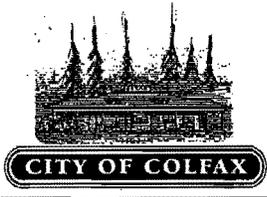
City Manager, Bruce Kranz went over the staff report. There was no public comment. Council discussed. A motion was made by councilman Delfino and seconded by councilwoman Barkle to adopt Resolution No. 36-2012. The motion was passed by the following vote:

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 7:38pm.



**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
September 12, 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. 38-2012: 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. 38-2012

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, Section XX, 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 than what

Crispin is paying now. Crispin has been presented with the proposed scope of work and costs 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. 38-2012

AGREEMENT FOR CONSULTANT SERVICES

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

RECITALS

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

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

Section 1. Services.

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

Section 2. Time of Completion.

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

Section 3. Compensation.

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

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

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

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

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

Section 6. Insurance.

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

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

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

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

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

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

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

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

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

If to Consultant: Nexgen Utility Management

4010 Lennane Drive
Sacramento, CA 95834
Attn: Dan Rich

Section 23. Execution.

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

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

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

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

CITY

CONSULTANT

Signature _____

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

CITY OF COLFAX

RESOLUTION NO. 38-2012

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 12th day of September, 2012, by the City Council of the City of Colfax, by the following roll call vote:

AYES:

NOES:

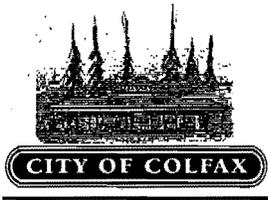
ABSENT:

ABSTAIN:

Stephen Harvey, Mayor

ATTEST:

Karen Pierce, City Clerk



**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
September 12, 2012**

Agenda Item No.

10A

To: Honorable Mayor and Members of the City Council
From: Bruce Kranz, City Manager
Date: September 7, 2012
Subject: Acceptance of Resignation from Councilmember Suzanne Roberts

Recommended Action: Receive and accept resignation

ISSUE STATEMENT AND DISCUSSION:

Council member Roberts gave her resignation to Mayor Harvey and City Manager, Bruce Kranz on August 22, 2012 to become effective on August 31, 2012. City Attorney, Mick Cabral will go over the process of appointing a new council member to fill her position until November 2014. One Colfax Resident has already expressed interest in this position. This process will take place at the September 26 City Council meeting.

FINANCIAL AND/OR POLICY IMPLICATIONS:

August 22, 2012

Suzanne Roberts

PO Box 1453

Colfax, Ca 95713

Mayor Steve Harvey

City Manager Bruce Kranz

PO Box 702

Colfax, Ca 95713

Dear Mayor Harvey and Mr. Kranz,

It is with a heavy heart that I submit my resignation as a Colfax City Councilmember, effective Friday, August 31, 2012. As you know, I am moving out of the city and cannot serve the community in the capacity of a councilmember as a non-resident.

Please know that it has been my privilege to be a part of the Colfax City Council and I am especially grateful to have worked with you during the City's very difficult recent struggles. The Council and staff proved to be inventive, resourceful and responsible financially, which is truly a benefit to the city residents.

Although I am leaving council, I look forward to continuing a relationship with the city as a volunteer in any role that will help.

All the best

Suzanne

Karen Pierce

From: Tony [Tonyhesch@colfaxnet.com]
Sent: Tuesday, September 04, 2012 1:14 PM
To: Bruce Kranaz
Subject: Interest in assisting Colfax

Greetings Bruce

Subject to our recent conversation I want to express my interest in serving the City of Colfax. While I have been a long term volunteer working on community projects I also feel I have the potential to be of assistance in other ways.

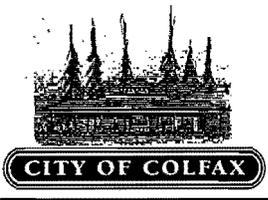
Should you or the city council see an opportunity that you feel I could serve the community in a higher capacity I would certainly be interested.

As you know, I am retired, so I do have the time and the willingness to do what I can to serve our community.

I will be out of the country from October 9th until the 21st. I expect to be available any other time and on a regular basis.

Regards

Tony Hesch
168 Treasurton St.
Colfax Ca. 95713



**REPORT TO
COLFAX CITY COUNCIL**

Agenda Item No.
10B

**COUNCIL MEETING OF
September 12, 2012**

To: Honorable Mayor and Members of the City Council
From: Bruce Kranz, City Manager
Date: September 7, 2012
Subject: Consideration of approval for Garden Club to move the Blue Star Memorial By-Way Marker

Recommended Action: Discuss and direct staff

ISSUE STATEMENT AND DISCUSSION:

The Colfax Garden Club would like to relocate the Blue Star Memorial By-Way Marker that is currently located on Hwy 174. It needs to be moved because it is on private property. They would like to re-locate it to a location near the Mr. Colfax flower bed. This move was approved on June 2, 2011 by Mayor Delfino. The Garden Club submitted a second request on May 23, 2012 to re-locate the marker to the Arbor Park next to the Colfax Library. The Garden Club is now requesting that their original request to move the marker to the Mr. Colfax flower bed be honored.

FINANCIAL AND/OR POLICY IMPLICATIONS:

No cost to the City



COLFAX GARDEN CLUB

P. O. BOX 1201
COLFAX, CA 95713-1201

City of Colfax
P.O. Box 702
Colfax CA 95713

Attention: City Manager

Gentlepersons:

It has become necessary for the Colfax Garden Club to move the Blue Star Memorial Highway Marker which is now located on Highway 174 at Bear River Pines.

We are asking permission to relocate this marker at the Mr. Colfax statue flower bed. This is a bed that the Garden Club plants and maintains.

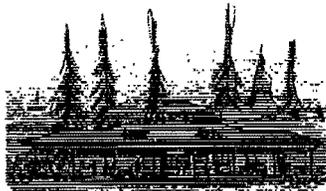
My address is 855 Taylor Lane Colfax CA 95713 and my phone number is 346-7820. If you have any questions please call me.

Sincerely,

Cathy Kiefer

V.P. Colfax Garden Club

P.O. Box 702
33 S. Main Street
Colfax, CA 95713



530-346-2313
Fax 530-346-6214

CITY OF COLFAX

100 YEARS 1910 - 2010

MEMO

DATE: June 2, 2011
TO: Colfax Garden Club
Cathy Kiefer
FROM: Karen Pierce, City Clerk
SUBJECT: Blue Star Memorial Highway Marker

I have met with City Manager, Bruce Kranz and Mayor Ken Delfino regarding your request to relocate the Blue Star Memorial Highway Marker to the Mr. Colfax flower bed. Mayor Delfino approved the relocation providing that there are no charges or liabilities to the City.

Thanks to you and the garden club for all that you do to make our city beautiful.

Thank you,

A handwritten signature in cursive script that reads "Karen".

Please acknowledge receipt of this approval and return to City Hall prior to relocation of marker.

A handwritten signature in cursive script that reads "Cathy Kiefer".

Cathy Kiefer
V.P. Colfax Garden Club



Colfax Garden Club, PO Box 1801, Colfax, CA 95713

MEMO

DATE: 23 May 2012

TO: Colfax City Council

FROM: Colfax Garden Club

SUBJECT: Moving Blue Star Memorial Highway Marker

There is a Colfax Garden Club Blue Star Memorial By-Way Marker on Hwy 174 that needs to be moved because it is on private property.

We request permission to relocate it to the Colfax Library Park, to the right of the entrance, in what appears to be an empty tree well. There is currently a larger Blue Star Memorial Marker to the left of the entrance also located in what appears to be an empty tree well. Please see attached mock-up site photos.

The Colfax Garden Club will be responsible for all aspects of the relocation. There will be no charges or liabilities to the City.

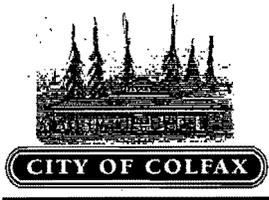
Thank you,

Chris Bushman, Vice President
Colfax Garden Club
24900 Saddleback Ln
Colfax, CA 95713-8815

530-346-6215 Home
818-427-9486 Cell
filmlabrat@earthlink.net



2 attachments



**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
August 8, 2012**

Agenda Item No.

To: Honorable Mayor and Members of the City Council
From: Bruce Kranz, City Manager
Date: August 2, 2012
Subject: Consideration of approval for Garden Club to move the Blue Star Memorial By-Way Marker

Recommended Action: Discuss and direct staff

ISSUE STATEMENT AND DISCUSSION:

The Colfax Garden Club would like to relocate the Blue Star Memorial By-Way Marker that is currently located on Hwy 174. It needs to be moved because it is on private property. They would like to re-locate it to a location in the Arbor Park next to the Colfax Library.

FINANCIAL AND/OR POLICY IMPLICATIONS:

No cost to the City

COLFAX GARDEN CLUB

P. O. Box 1801
Colfax, CA 95713-1801

MEMO



Date: August 25, 2012
To: The City Council
From: C. Kiefer, President
Colfax Garden Club
Subject: Blue Star Memorial Highway Marker

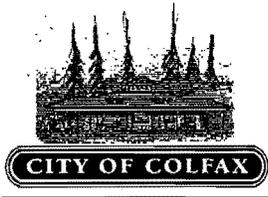
The Colfax Garden Club received approval from the city to move the Blue Star Memorial Highway Marker to the Mr. Colfax flower bed on June 2, 2011.

From what I understand we also have approval to move the marker to the Library Park. We were surprised to learn that the approval to move the marker to the library park voided our first request.

We did not realize that asking for a second location for the marker would void the first request that had already been granted. We thought instead the city would be granting us two locations to choose from in case one of them turned out to be unsuitable.

Sorry for the confusion.

We are again requesting that the Blue Star Memorial Marker be moved to the Mr. Colfax flower bed which was our first choice in the relocation of the Blue Star Memorial Highway Marker.



**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
September 12, 2012**

Agenda Item No.

11A

To: Honorable Mayor and Members of the City Council
From: Bruce Kranz, City Manager
Date: September 12, 2012
Subject: Discuss alternatives for enforcing weed, fuels and other nuisance abatement and give direction to staff regarding implementation of an enforcement and abatement program

Recommended Action: Discuss alternatives and provide direction to staff.

ISSUE STATEMENT AND DISCUSSION:

Many property owners and tenants in Colfax ignore their obligation to keep their property free of weeds and overgrown vegetation. This creates detrimental conditions including unsightly appearance, fire hazard and diminished property values. Enforcement has historically been lax.

Colfax Municipal Code Title 8, Chapter 8.16 defines various nuisance conditions and provides a process for abating them. Nuisances include, among other things, overgrown vegetation and weeds constituting an unsightly appearance, dangerous to public safety and welfare or detrimental to neighboring properties or property value and visible from a public street. The Colfax Municipal Code requires nuisance conditions to be abated by rehabilitation, removal, demolition or repair.

The Colfax abatement process is prescribed by ordinance. It begins with written notice from the City Manager requiring the nuisance condition to be abated in no less than seven and no more than thirty days. (CMC 8.16.050). If the condition remains unabated, the City Manager must conduct an administrative hearing on not less than seven day notice. (CMC 8.16.060, 070). If the City Manager finds that an unabated nuisance exists, he/she can order the abatement. If the property owner does not appeal the City Manager's decision and does not abate the nuisance, the City Manager can have the nuisance abated by City employees or City contractors and charge the abatement costs to the property owner. (CMC 8.16.090, 140).

Property owners who are dissatisfied with an abatement order issued by the City Manager are entitled to appeal to the City Council. If the City Council upholds the City Manager's abatement order, it can issue an order to abate. If the property owner fails to obey the order to abate, the City Manager can have the nuisance abated and pass the costs on to the property owner. The costs include personnel costs, direct and indirect costs incurred in documenting the nuisance, actual expenses in preparing notices, specifications and contracts, inspection costs and the cost of printing and mailing notices. (CMC 8.16.120 – 140). The costs can be recorded as a lien against the property.

The Colfax Municipal Code allows City employees and contractors to enter property and abate nuisances once an abatement order is issued. Although this is an effective remedy, it raises constitutional issues regarding search and seizure. It is generally preferable to obtain court authorization pursuant to an inspection and abatement warrant prior to actually entering property and abating a nuisance.

Staff will be available to answer any questions.