

**COLFAX CITY COUNCIL MEETING  
REGULAR SESSION AGENDA  
*AMENDED***

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

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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.

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**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.

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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.

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**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**

*Receive and File*

A. Minutes: August 22, 2012

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:** Discuss and possibly make an appointment to fill the vacancy on the City Council created by the resignation of Council Member Roberts

- 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.**

AMENDED AGENDA POSTED, September 10, 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**

- |   | <b><u>ACTION TAKEN</u></b>                 |
|---|--|
| 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.

7B

City of Colfax

Resolution No. 37-2012

A RESOLUTION OF THE CITY COUNCIL OF COLFAX, CALIFORNIA RECOGNIZING AND HONORING THE SACRIFICES AND HEROISM OF SEPTEMBER 11, 2001

**WHEREAS**, on September 11, 2001, Muslim terrorists directly and viciously attacked the United States of American by hijacking four American-flag airliners and

**WHEREAS**, at 0846H American Airlines flight 11 was flown into the South Tower of the World Trade Center resulting in the loss of life of 76 passengers and 11 crewmembers and

**WHEREAS**, at 0903H United Airlines flight 175 was flown into the North Tower of the World Trade center resulting in the loss of life of 51 passengers and 9 crewmembers and

**WHEREAS**, at 0937H American Airlines flight 77 was flown into the Pentagon resulting in the loss of life of 53 passengers and 6 crewmembers and

**WHEREAS**, at 1003H United Airlines flight 93 was flown into the ground near Shanksville, PA after passengers wrested control of the hijacked flight from hijackers resulting in the loss of life of 33 heroic passengers and 7 crewmembers and

**WHEREAS**, 2,606 civilians from over 90 countries were killed in the collapse of the Twin Towers of the World Trade Center and

**WHEREAS**, 125 civilians and military personnel were killed on the attack on the Pentagon and

**WHEREAS**, during rescue efforts, 343 New York firefighters, 37 New York/New Jersey Port Authority officers, 23 New York police officers and eight independent EMT and paramedics unhesitatingly went into the burning buildings to help victims and fight the fires and were lost in the line of duty.

**BE IT THEREFORE RESOLVED** the City and Citizens of Colfax, California Honor and Remember this tragic event and

**BE IT FURTHER RESOLVED** that the City and Citizens of Colfax, California Recognize and Salute the members of our Armed Forces, including Colfax military personnel, who have kept further violence off our land since that tragic day and

**BE IT FURTHER RESOLVED** that copies of this Resolution be sent to New York Fire Commissioner Salvatore J. Cassano, New York Police Commissioner Raymond W Kelly and New York Port Authority Executive Director Patrick J Foye.

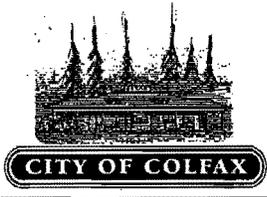
The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 12<sup>th</sup> day of September, 2012 by the following roll call vote of the Council:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Stephen Harvey, Mayor

**ATTEST:**

Karen Pierce, City Clerk



**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 12<sup>th</sup> of September, 2012 by and between the City of Colfax, a municipal corporation of the State of California ("City") and Nexgen Utility Management ("Consultant".)

### **RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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