

**COLFAX CITY COUNCIL MEETING
REGULAR SESSION AGENDA**

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

March 13, 2013

7:00 PM (Regular Session)

Last Ordinance
#519

Last Resolution
12-2013

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. OPENING

- A. Call to Order
- B. Roll Call
- C. Pledge Of Allegiance
- D. 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.

3. 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

4. INFORMATION REPORTS FROM STAFF AND OTHERS

5. 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: February 27, 2013

B. Consideration of Adoption of Resolution No. 13-2013: A Resolution of the City Council of the City of Colfax Authorizing the City Manager to Execute A Construction Contract with S&S Fence Co., Inc. for the New Ballfield Backstop and Fencing, Project No. 12-03 in the amount of Eighteen-Thousand Nine-Hundred Twenty-Five dollars (\$18,925).

*Adopt Resolution No.
13-2013*

C. Consideration of Adoption of Resolution No. 14-2013: A Resolution Of The City Council Of The City Of Colfax Authorizing The City Manager To Execute Change Order #2 To The Agreement With Shaw Environmental For Services At The City Of Colfax Corporation Yard

*Adopt Resolution No.
14-2013*

D. Consideration of Adoption of Resolution No. 15-2013: A Resolution Of The City Council Of The City Of Colfax Declaring April 21 Through April 27, 2013, West Nile Virus And Mosquito And Vector Control Awareness Week

*Adopt Resolution No.
15-2013*

CONSENT ITEMS PULLED FOR DISCUSSION

6. 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. The Council cannot act on items not included on this agenda; however, if action is required it will be referred to staff.

7. 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

8. COUNCIL BUSINESS

- A. Presentation by Dave Snyder and Jim Williams and Consideration of Adoption of Resolution No. 16-2013: A Resolution of the City Council of the City of Colfax Endorsing the Next Economy Regional Prosperity Plan and Authorizing the County Executive or his Designee to Align Placer County Economic Development Efforts in Support of its Implementation.

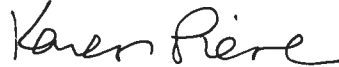
Recommended Action: Hear Presentation and Adopt Resolution No. 16-2013

9. PRESENTATIONS

10. 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, March 8, 2013
at City Hall and Post Office locations



Karen Pierce, City Clerk

Minutes
 City Council Meeting
 February 27, 2013

1. OPENING

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

Present and answering roll call were Council members Hesch, Douglass, Parnham, McKinney and Mayor Barkle.

2. PUBLIC COMMENT

There was no public comment

3. CLOSED SESSION

Mayor Barkle 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

Mayor Barkle closed the closed session at 7:03pm.

4. OPENING AND AGENDA APPROVAL

Mayor Barkle called the regular meeting to order at 7:09pm.

Cheri Fry led the Pledge of Allegiance

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

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

AYES: Hesch, Douglass, Parnham, McKinney and Mayor Barkle

NOES:

ABSENT:

ABSTAIN:

5. CITY COUNCIL COMMITTEE REPORTS

Councilman McKinney reported on attending the Bianchini Board Meeting.
 Councilman Parnham reported on attending the WAC/MAC meeting.
 Councilman Douglass reported on continued meetings regarding silent railroad crossings.
 Councilman Hesch reported on attending the SEDCorp, Bianchini and PCTPA meetings.
 Mayor Barkle reported on attending the Bianchini, Air Quality Control Board meetings and reviewed the McDonalds remodel project.

6. INFORMATION REPORTS FROM STAFF AND OTHERS

City Manager, Bruce Kranz reported on the following:

- Introduced Cheri Fry, Brian Dahle's Legislative Director.
- Met with Jack Duran regarding the regional WWTP
- Attended a City Managers meeting with County Executive Officer, David Boesch

7. CONSENT AGENDA

ACTION TAKEN

- | | |
|--|---------------------------------------|
| A. Minutes: February 13, 2013 | <i>Received and Filed</i> |
| B. Consideration of Adoption of Resolution 09-2013: A Resolution Of The City Council Of The City Of Colfax In Support Of Keeping The Sacramento Kings In The Region And City Of Sacramento | <i>Adopted Resolution No. 09-2013</i> |
| C. Consideration of Adoption of Resolution No. 10-2013: A Resolution of the City Council of the City of Colfax Determining that Arrow Fence Co. is Non-Responsive to the Request for Proposal and Addendum Issued for the Colfax Prop. 40 Ballfield Backstop and Fencing, Project No. 12-03, and Rejecting the Proposal from Arrow Fence | <i>Adopted Resolution No. 10-2013</i> |
| D. Consideration of Adoption of Resolution 11-2013: A Resolution Of The City Council Of The City Of Colfax Establishing An Administrative Permit Fee Deposit (#PL-01-13) | <i>Adopted Resolution No. 11-2013</i> |

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

AYES: Hesch, Douglass, Parnham, McKinney and Mayor Barkle

NOES:

ABSENT:

ABSTAIN:

8. PUBLIC COMMENT

Al Turner, resident spoke about a letter he received from the City. He would like the city to claim ownership of sewer mains in Mink Creek.

Frank Klein, Chamber President spoke about the July 3 event. There is a Downtown Business meeting at Main Street Pizza on Thursday.

Will Stockwin, resident spoke about the barriers at the railroad crossings.

9. PUBLIC HEARING

- A. **Continued Discussion of Annual AB 1600 Report of Mitigation Impact Fee Activity and Consideration of Adoption of Resolution No. 12-2013: A**

Resolution Of The City Council Of The City Of Colfax Accepting And Approving Annual Mitigation Fee Report And Making Findings Pursuant To Colfax Municipal Code Chapter 3.56 And The Mitigation Fee Act (Government Code §66000 Et Seq)

City Attorney, Mick Cabral went over the staff report. There was no public comment. A motion was made by councilman Hesch and seconded by councilman Parnham to adopt Resolution No. 12-2013. The motion was passed by the following vote:

AYES: Hesch, Douglass, Parnham, McKinney and Mayor Barkle

NOES:

ABSENT:

ABSTAIN:

10. COUNCIL BUSINESS

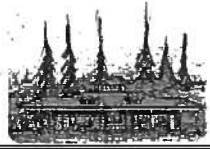
A. Discussion of Current Grading Ordinance Chapter 15.30 of the Colfax Municipal Code

Councilman Hesch went over his concerns. Council discussed. City Attorney, Mick Cabral answered questions. Council directed staff to bring this back with suggested changes.

11. PRESENTATION

12. ADJOURNMENT

Being no further business to come before council by voice vote the meeting was adjourned at 7:53pm.



CITY OF COLFAX

**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
March 13, 2013**

Agenda Item No.

SB

To: Honorable Mayor and Members of the City Council
From: Bruce Kranz, City Manager
Prepared By: Alan Mitchell, City Engineer
Date: March 7, 2013
Subject: Consideration of Adoption of Resolution No. 13-2013: A Resolution of the City Council of the City of Colfax Authorizing the City Manager to Execute A Construction Contract with S&S Fence Co., Inc. for the New Ballfield Backstop and Fencing, Project No. 12-03 in the amount of Eighteen-Thousand Nine-Hundred Twenty-Five dollars (\$18,925).

Recommended Action: Staff recommends the City Council adopt Resolution No. 13-2013

ISSUE STATEMENT AND DISCUSSION: The City of Colfax received Prop. 40 Per Capita Grant Program funds to renovate the lighting and electrical system, and replace the fence and backstop of the Little League ballfield at the Colfax Regional Park. The contract for the lighting and electrical work was issued previously.

The City Engineer prepared and issued a Request for Proposals on January 23, 2013, to solicit proposals from qualified contractors to demo, retrofit, and install fencing. On January 31st a mandatory pre-proposal meeting was held with seven potential bidders, to inspect the site with the contractors, and to discuss project-specifics. On February 7th, Addendum No. 1 was issued, which clarified and revised the scope of work and changed the Fee Schedule form, based on the discussion at the pre-proposal meeting. On February 14th, the City received one Proposal from Arrow Fence Co.

The City Engineer and City Clerk reviewed the Proposal and did not find acknowledgement of Addendum No. 1. On February 27, 2013, the City Council concurred with staff's recommendation and found Arrow Fence Co. non-responsive to the Request for Proposal, and rejected their bid.

On March 27th, the City Engineer re-issued a revised RFP to the list of contractors that attended the January 31st mandatory site meeting. On March 7th, the City received three proposals (S&S - \$18,925, Arrow - \$22,534, and Roebbelen - \$24,950). The City Engineer and City Clerk reviewed the proposals. Based on the review, S&S Fence Co. submitted the lowest cost, and staff finds them responsive and responsible. Therefore, staff recommends the City Manager execute a construction contract with them in the amount of \$18,925.

The Little League game schedule will accommodate completion of the fence work between April 14th to 19th.

ALTERNATIVES: None recommended by staff.

FINANCIAL AND/OR POLICY IMPLICATIONS: Contract costs are funded from the Prop. 40 grant, which budgeted \$25,000 for the backstop and fencing.

Attachments: Resolution
Contract

CITY OF COLFAX

RESOLUTION NO. 13-2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX AUTHORIZING CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH S&S FENCE CO., INC. FOR THE NEW BALLFIELD BACKSTOP AND FENCING, PROJECT NO. 12-03

WHEREAS, the City of Colfax received Prop. 40 Per Capita Grant Program funds to renovate the lighting and electrical system and replace the fence and backstop of the Little League ballfield at the Colfax Regional Park, and;

WHEREAS, , the City Engineer issued a Request for Proposals on January 23, 2013, and Addendum No. 1 on February 7, 2013, to solicit proposals from qualified contractors to perform the work associated with the New Ballfield Backstop and Fencing; and,

WHEREAS, On February 14, 2013, the city received one response from Arrow Fence Co., which was found to be non-responsive and was rejected by Council on February 27, 2013; and,

WHEREAS, , the City Engineer re-issued a Request for Proposals – 2nd solicitation on February 27, 2013; and,

WHEREAS, On December 7, 2012, the city received three responses that were reviewed by staff; and,

WHEREAS, based on review, S&S Fence Co. was found to be the lowest responsive and responsible bidder; and,

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax hereby authorizes the City Manager to execute a construction contract with S&S Fence Co., Inc. for the New Ballfield Backstop and Fencing, Project No. 12-03, in the amount of \$18,925.

PASSED AND ADOPTED, this 13th day of March, 2013, by the City Council of the City of Colfax, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna L. Barkle, Mayor

ATTEST:

Karen Pierce, City Clerk

**CITY OF COLFAX,
CALIFORNIA**

CONSTRUCTION CONTRACT

THIS CONTRACT is made on the date set forth below, by and between the CITY OF COLFAX, (hereinafter "CITY"), and S&S Fence Co., Inc. (hereinafter "CONTRACTOR"). The CITY and CONTRACTOR for the consideration hereinafter mentioned agree as follows:

ARTICLE 1: SCOPE OF WORK

- 1.1. CONTRACTOR agrees to furnish all work, labor, tools, materials, transportation, equipment, services and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements as called for, and in the manner designated in, and in strict conformity with Contract No. 12-03.02 entitled: New Ballfield Backstop and Fencing, (hereinafter "PROJECT"), in compliance with the Contract Documents as described in Article 3.
- 1.2. CONTRACTOR understands and agrees that the work, labor, tools, materials, transportation, equipment, incidentals, services and other means of construction for the PROJECT shall be furnished and the work performed as required in the Contract Documents under the sole direction and control of CONTRACTOR, and subject to the inspection and approval of the CITY, or its representatives.

ARTICLE 2: CONTRACT PRICE

The CITY agrees to pay and the CONTRACTOR agrees to accept, in full payment for the work above agreed to be done, the sum of Eighteen-Thousand Nine-Hundred Twenty-Five dollars (\$18,925) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3: CONTRACT DOCUMENTS

- 3.1. The complete Contract consists of the following documents, to wit:
 - Request for Proposals - 2nd Solicitation
 - Construction Contract
 - Project Plans and Permit
 - Placer County General Specifications, dated August 2005
 - Applicable Building Codes
 - California Department of Transportation Standard Specifications
 - Equipment Rental Rates and General Prevailing Wage Rates of the State of California

- 3.2. Any and all obligations of the CITY and the CONTRACTOR are fully set forth and described in the above documents. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes collectively referred to as the Contract Documents.

ARTICLE 4: TIME FOR PERFORMANCE - LIQUIDATED DAMAGES

- 4.1. The Commencement date of the Contract for determination of the time for completion shall be the date CONTRACTOR is directed to proceed by the City Engineer, as stated in the Notice to Proceed. The CONTRACTOR shall complete all work required by the Contract, between April 14th and April 19th, 2013, as provided for in the Contract Documents.
- 4.2. In the event CONTRACTOR does not complete all work required by the Contract within the time specified above, liquidated damages shall be imposed upon the CONTRACTOR. CONTRACTOR agrees that if all the work called for under this Contract in all parts and requirements is not completed within the performance time period set forth above, damage will be sustained by CITY. As it is and will be impracticable to ascertain and determine the actual damage the CITY will sustain, CONTRACTOR agrees to pay to CITY **five hundred dollars (\$500.00)** per calendar day for each and every day(s) delay in finishing the work in excess of the working days described. CONTRACTOR further agrees that CITY may deduct the amount of these damages from any moneys due or that may become due the CONTRACTOR under this Contract. To the extent appropriate, as determined by CITY in its sole discretion, CITY shall administer this Article in accordance with the California Department of Transportation Standard Specifications Section 8-1.07 Liquidated Damages.
- 4.3. Temporary suspension of work and adjustments to time of completion may be made as provided in California Department of Transportation Standard Specifications.

ARTICLE 5: INDEMNITY & HOLD HARMLESS

- 5.1. The CITY and all officers, agents, employees, outside parties hired to inspect the work and volunteers thereof connected with the work, including but not limited to, the Community Services Director and the City Engineer, shall not be answerable or accountable in any manner for the loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either worker or the public; or damage to property from any cause which may have been prevented by CONTRACTOR or his or her workers or anyone employed by him/her.
- 5.2. CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time prior to its acceptance.

- 5.3. The CONTRACTOR shall indemnify and hold harmless the CITY and all officers, employees, or outside parties hired to inspect the work and volunteers thereof connected with the work, including but not limited to, the Director and the Engineer, from all claims, suits, or actions of every name, kind, and description brought forth on or on account of injuries to or death of any person, including but not limited to, workers or the public or damage to property resulting from the performance of the contract except as otherwise provided by statute. The duty of CONTRACTOR to indemnify and save harmless include the duties to defend as set forth in Civil Code Section 2778.
- 5.4. With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights to any type of express or implied indemnity against the CITY, its officers or employees.
- 5.5. It is the intent of the parties that the CONTRACTOR will indemnify and hold harmless the CITY, its officers, employees, agents and volunteers, from any and all claims, suits, or actions as set forth above, regardless of the existence or degree of fault or negligence on the part of the CITY, the CONTRACTOR, the subcontractors or employees of any of these, other than the active negligence of the CITY, its officers and employees.

ARTICLE 6: INSURANCE

- 6.1. Throughout the period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. CONTRACTOR shall file with CITY a certificate(s) of Insurance, in a form acceptable to CITY, at the time of execution of this agreement. The insurance company must be acceptable to CITY, with a Best's Rating of no less than A:VII. Documentation of such rating acceptable to the CITY shall be provided at the same time Insurance Certificates are submitted.
- 6.2. In the event any of the required policies are canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate(s) of insurance prior to cancellation, the CITY may obtain the required insurance and deduct the premium(s) from Contract monies due the CONTRACTOR.
- 6.3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**
 - 6.3.a. The CONTRACTOR shall maintain adequate Workers' Compensation Insurance under the Laws of the State of California. CONTRACTOR shall fully comply with the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, before commencing the performance of the work.
 - 6.3.b. By CONTRACTOR's signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation

or to undertake self-insurance in accordance with the provisions of that Code, and he/she will comply with such provisions before commencing the performance of this Contract.

6.3.c. If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

6.3.d. CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation Insurance. Certificates of such Workers' Compensation shall be filed forthwith with the CITY upon demand.

6.3.e. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than the following:

- One Million dollars (\$1,000,000) each accident for bodily injury by accident
- One Million dollars (\$1,000,000) policy limit for bodily injury by disease
- One Million dollars (\$1,000,000) each employee for bodily injury by disease

6.3.f. If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

6.3.g. Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Colfax."

6.3.h. Contractor shall require all Subcontractors to maintain adequate Worker's Compensation insurance. Certificates of Works' Compensation shall be filed forthwith with the City upon demand.

6.4. **GENERAL LIABILITY INSURANCE:**

6.4.a. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

premises, operations; products and completed operations; contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury liability.

6.4.b. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract. One of the following forms is required: Comprehensive General Liability; Commercial General Liability (Occurrence); or Commercial General Liability (Claims Made).

6.4.c. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal Injury Liability of:

- Two million dollars (\$2,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

6.4.d. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

1. The limits of liability shall not be less than:

- Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
- Two million dollars (\$2,000,000) for Personal Injury Liability
- Two million dollars (\$2,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be three million dollars (\$3,000,000).

6.4.e. **SPECIAL CLAIMS MADE POLICY FORM PROVISIONS:**

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of CITY, which consent, if given, shall be subject to the following conditions:

1. The limits of liability shall not be less than:
 - Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - Two million dollars (\$2,000,000) for Personal Injury Liability
 - Two million dollars (\$2,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
2. The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the Contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a Claims Made Policy.

6.5. CONFORMITY OF COVERAGES:

6.5.a. If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies if approved by the CITY as noted above. In no case shall the types of coverages be different.

6.6. ADDITIONAL REQUIREMENTS:

6.6.a. Premium Payments: The insurance companies shall have no recourse against the CITY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

6.6.b. Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to CITY'S approval.

6.6.c. CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

6.6.d. Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this

section, shall constitute a material breach of the entire agreement.

6.7. ENDORSEMENTS:

6.7.a. Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

"The City of Colfax, and additional insureds (including, State of California, California Regional Water Quality Control Board) and their officers, agents, outside parties hired to inspect and/or design the work, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

"The insurance provided by the CONTRACTOR, including any excess liability or umbrella form coverage, is primary coverage to the City of Colfax and additional insureds, with respect to any insurance or self-insurance programs maintained by the City of Colfax and additional insureds, and no insurance held or owned by the City of Colfax and additional insureds shall be called upon to contribute to a loss."

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Colfax."

6.8. AUTOMOBILE LIABILITY INSURANCE:

6.8.a. CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than two million dollars (\$2,000,000) combined single limit for each occurrence.

6.8.b. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

ARTICLE 7: PRECEDENCE IN CONFLICTING DOCUMENTS

7.1. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control and nothing herein shall be considered as acceptance of the said terms of said proposal conflicting herewith.

ARTICLE 8: BOND REQUIREMENTS

N/A

ARTICLE 9: COMPLIANCE WITH LAWS

- 9.1. CONTRACTOR is an independent contractor and shall, at its sole cost and expense comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits (unless specifically stated elsewhere in the Contract Documents to be obtained by CITY) and licenses therefor, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and State taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to CONTRACTOR's employees, whether levied under existing or subsequently enacted laws, rules or regulations. CONTRACTOR shall also pay all property tax assessments on materials or equipment used until acceptance by CITY. If any discrepancy or inconsistency is discovered in any of the Contract Documents in relation to any such law, rule, ordinance, regulation, order or decree, the CONTRACTOR shall forthwith report the same to the CITY in writing.
- 9.2. Without limitation, materials furnished and performance by CONTRACTOR hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable state or federal regulations.
- 9.3. CONTRACTOR, upon request, shall furnish evidence satisfactory to CITY that any or all of the foregoing obligations have been or are being fulfilled. CONTRACTOR warrants to CITY that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the work, and that it has, or will have, throughout the progress of the work, the necessary experience, skill, and financial resources to enable it to perform this Contract.
- 9.4. CONTRACTOR is required to insure that material safety data sheets (MSDS's) for any material requiring a MSDS pursuant to any federal or state law are available in a readily accessible place on the Project premises. CONTRACTOR is also required to insure (a) the proper labeling of any substance brought onto the PROJECT premises by CONTRACTOR or any subcontractors or material suppliers, and (b) that the person(s) working with the material, or within the general area of the material, are appropriately informed about the hazards of the substance and follow proper handling and protection procedures.
- 9.5. CONTRACTOR is required to comply Health & Safety Sections 25249 et seq. (Prop. 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.
- 9.6. Contractor shall comply with Title VI of the Civil Right Act of 1964 (PL 88-352) and all regulations or other requirements issued pursuant to that Act, including, without limitation, United States Department of Agriculture nondiscrimination regulations found at 7 CFR Part 15.

ARTICLE 10: PROGRESS SCHEDULE

N/A

ARTICLE 11: PROMPT PAYMENT PROVISIONS

- 11.1. Prompt payment provisions in accordance with Section 20104.50 of the Public Contract Code shall apply to this contract.
- 11.2. If CITY fails to make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from CONTRACTOR, CITY shall pay interest to CONTRACTOR equivalent to 0.833% per month (10% per annum).
- 11.3. CITY shall review each payment request as soon as practicable after receipt to determine whether the payment request is proper. Any payment request determined to be an improper payment request shall be returned to CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE 12: ANTITRUST CLAIM ASSIGNMENT

- 12.1. In entering into a Public Works contract or a subcontract to supply goods, services, or materials pursuant this Contract, the CONTRACTOR and all subcontractors shall offer and agree to assign to CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment shall be made and become effective at the time the CITY tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE 13: STATE PREVAILING WAGES

- 13.1. CONTRACTOR acknowledges that he/she has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations (hereinafter "prevailing wages"). The CONTRACTOR agrees to pay workers not less than the applicable "prevailing wage," as set forth in these requirements and Labor Code section 1770 *et seq.* CONTRACTOR agrees specifically to comply with the provisions of Labor Code sections 1720, 1773.3, 1776, and 1777.5, as well as Section 7-1.01A of the Department of Transportation Standard Specifications and these Contract Documents.

ARTICLE 14: SEVERABILITY

- 14.1. Nothing contained in the Contract Documents shall be construed to require the commission of any act contrary to law. Should a conflict arise between any provisions

contained herein and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract or act, the latter shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as previously mentioned, such illegality shall not affect the validity of this Contract.

ARTICLE 15: COMPLETE AGREEMENT

15.1. These Contract Documents supersede any and all agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party, which is not embodied herein, or any other agreement, statement, or promise not contained in these Contract Documents shall be valid and binding.

ARTICLE 16: INTERPRETATION

16.1. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.

16.2. In case of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

ARTICLE 17: BID ITEMS

1. \$1,800 _____ Remove existing fabric from backstop and first base dug-out.
2. \$1,000 _____ Remove horizontal rails on backstop.
3. \$1,000 _____ Remove one-inch post extensions and miscellaneous metal from backstop.
4. \$2,350 _____ Install new 1.900 inch O.D. Type 1 horizontal rails on backstop, and attach with brace bands and rail ends.
5. \$6,400 _____ Install approximately 3,400 sf of new 2-inch galvanized, 9-gauge fabric on backstop and front of first base dug-out.
6. \$2,875 _____ Install five (5) dug-out single-swing gates.
7. \$1,000 _____ Repair fence sections.
8. \$2,500 _____ Replace missing and/or damaged horizontal rails with 1.66 inch O.D. Type 1 rails, and attach with brace bands and rail ends.

Total Cost (Items 1-8): \$18,925

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

APPROVED

By: _____
Bruce Kranz, City Manager

Date: _____

Award of Contract by Council on:

“CONTRACTOR”

(Type full legal name of contractor, entity type, state of organization here)

Example: XYZ Corp., Inc.
A California Corporation
A Nevada Partnership

COMPANY NAME

APPROVED AS TO FORM

By: _____
City Attorney, City of Colfax

Date: _____

By: _____
Officer Signature # 1
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

By: _____
Signature # 2
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

Licensed in accordance with an act
providing for the registration of Contractors,
Contractors License Number: _____

"If Contractor is a corporation, contract must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this contract.

If Contractor is another type of business entity, such as a partnership or limited liability company, contract must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this contract."

CERTIFICATION

LABOR CODE SECTION 1861

STATE OF CALIFORNIA)
CITY OF COLFAX)

I, the undersigned, do hereby certify:

That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Executed at: _____

On: _____

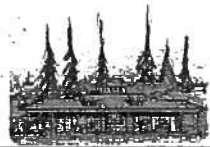
I certify under the penalty of perjury that the foregoing is true and correct.

CONTRACTOR - EMPLOYER

BY: _____

PRINT NAME: _____

TITLE: _____



CITY OF COLFAX

**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
September 13, 2013**

Agenda Item No.

5C

To:	Honorable Mayor and Members of the City Council
From:	Bruce Kranz, City Manager
Prepared by:	Gabe Armstrong, Community Services Director
Date:	March 6, 2013
Subject:	Consideration of Adoption of Resolution No. 14-2013: A Resolution Of The City Council Of The City Of Colfax Authorizing Change Order No.2 to Shaw Environmental Agreement.

Recommended Action: Adopt Resolution No. 14-2013

ISSUE STATEMENT AND DISCUSSION:

With regard to the underground storage tanks located at the City of Colfax Corporation yard, The Central Valley Regional Water quality Control Board (CVRWQB) requested that the City submit either a modified site assessment work plan or a time schedule to complete the previously approved August 7, 2008 Work Plan by January 14, 2011. Shaw Environmental, on behalf of the City, submitted a revised work Plan on July 7, 2011 which the board conditionally approved.

The CVRWQB required the City to complete all work by April 15th 2012. This work and testing was completed and the information was analyzed to see whether the City could have a full closure of the site or whether additional work would be required to get a full closure.

The CVRWQB reviewed the information provided and added new requirements based on the data provided. The new requirements are listed in the attached change order which include: Public fact sheet, site plume and Parcel map, two more ground water monitoring events, a mass calculation, proper monitor well abandonment and a regulatory site closure report. These new requirements exceed Shaw Environmental's scope of work. The additional scope is estimated to cost \$22,426.

FINANCIAL AND/OR POLICY IMPLICATIONS:

The City must meet the deadlines imposed or risk being fined by the CVRWQB if it fails to do so. The proposed change order covers all additional work required by the CVRWQB. City Staff has the ability to reduce a small portion of this cost by helping with research and providing of some of the required data.

The City of Colfax is entitled to reimbursement from the State Water Resources Control Board's UST Cleanup Fund, which the City is allocated \$25,000 for this fiscal year.

City of Colfax

Resolution No. 14 - 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #2 TO THE AGREEMENT WITH SHAW ENVIRONMENTAL FOR SERVICES AT THE CITY OF COLFAX CORPORATION YARD

Whereas, the Central Valley Regional Water Quality Control Board (“CVRWQCB”) required the City to conduct and submit a well installation and sampling report pertaining to the City’s Corporation Yard by October 31, 2011 and a Tier 2 Human Health Risk Assessment (HRRA) by November 30, 2011 (collectively the “Work”) subject to possible extensions as requested by the City; and

Whereas, on September 14, 2011 the City Council authorized the City Manager to execute an agreement with Shaw Environmental, Inc., to perform the Work (the “Agreement”);; and

Whereas, Shaw Environmental completed the original scope of work under the Agreement as amended by Change Order 1 and all results were submitted to the CVRWQCB; and

Whereas, the CVRWQCB is requiring the City to perform additional tasks at its Corporation Yard based on the information provided including preparation of a public fact sheet, site plume and parcel map, two additional ground water monitoring events, a mass calculation, proper monitor well abandonment and a regulatory site closure report. These new requirements exceed Shaw Environmental’s scope of work; and

Whereas, the additional requirements imposed by the CVRWQCB exceed Shaw Environmental’s scope of work under the Agreement but are within the general scope of the services for which the Agreement was authorized; and

Whereas, Shaw Environmental submitted a proposal for performing the expanded scope of work and the additional services required by the CVRWQCB; and

Whereas, the additional scope of work is estimated to cost \$22,426; and

Whereas, the City Council finds and determines that it is in the best interests of the City to authorize the issuance of Change Order 2 to the Agreement in the form attached to this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLFAX AS FOLLOWS:

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

2. The City Manager is hereby authorized to execute on behalf and in the name of the City of Colfax Change Order #2 to the Agreement with Shaw Environmental in the form attached to this Resolution and to appropriate, encumber and expend an amount not to exceed \$22,426 to pay for the services reflected in said Change Order 2.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 13th day of March, 2013 by the following roll call vote of the Council:

Ayes:
Noes:
Absent:
Abstain:

Donna L. Barkle, Mayor

ATTEST:

Karen Pierce, City Clerk

10 January 2013

Mr. Gabe Armstrong
City of Colfax
Post Office Box 702
Colfax, California 95713



RE: CHANGE ORDER NO. 2 – ASSISTANCE FOR REQUIRED CASE CLOSURE ACTIONS, COLFAX CORPORATION YARD, 250 RISING SUN ROAD, COLFAX, CA

Dear Mr. Armstrong:

Per our verbal discussions, Shaw Environmental, Inc. (Shaw) is pleased to assist the City in actions to provide case closure for your property located at 250 Rising Sun Road. Mr. Paul Sanders', Central Valley Regional Water Quality Control Board (Board), emails (*time stamped: June 11, 2012 [10:41am] & June 26, 2012 [9:59am]*) outlined the following tasks to comply with Board case closure.

Task 1 – Complete Public Draft Fact Sheet

Shaw will complete the Board Public Draft Fact Sheet (*The Board Public Draft Fact Sheet would be drafted by Shaw and then be sent via e-mail as a Word document to the Board for comments and/or approval. Upon approval, the City would mail the Public Draft Fact Sheet to all respective parties identified in Task 2*)

Task 2 – City Provided Information

The City will provide Shaw with a list identifying the address of each parcel within 500 feet of the Site. This list would identify and provide a contact person and address for:

- a. *The current site owner, and site occupant (if different than the owner)*
- b. *The City of Colfax*
- c. *The local water districts and any water replenishment districts in the area*
- d. *Any special act districts with groundwater management authority.*

**** The City will provide to Shaw Items (a-d) for map development (Task 3) ****

Task 3 – Develop Site Plume and Parcel Map

Shaw will develop a site plume and parcel map. This map is to depict the Site, the extent of the residual constituent plume, and identify all parcels located within 500 feet of the Site and its residual hydrocarbon plume.

Task 4 – Provide PCE Groundwater to the Board

Provide the Board with the PCE groundwater data from the last two groundwater monitoring events.

Task 5 – File Review

In January 1995, 35 cubic yards of soil were excavated from the Site; in September 1995 25 cubic yards were excavated; and in October 1995, an additional 100 cubic yards of mostly rock, were excavated from the Site. The fate of approximately 155 cubic yards of soil and rock excavated from the Site is unknown.

The Board requested information regarding where that soil/rock was disposed. The City does not have information on the fate of the soil. Shaw has been advised by the Board to perform a file review of Placer County records in an attempt to determine where soil disposal occurred. Shaw will research Placer County Records regarding soil disposal.

The Board has also requested total mass removed and mass remaining calculations to be performed and provide water quality objectives and natural attenuation estimates. In order to complete the calculations, Shaw will need to research through County historical site records to attain data for these estimates.

Task 6 – Prepare Mass Calculations

Subject to the data readily available in Task 5, Shaw will prepare mass removed and remaining calculations/estimates. A Shaw California Professional Geologist will prepare the calculations for inclusion in the closure request report.

Task 7 – Well Abandonment

- ✓ In accordance with California Department of Water Resources Well Standards (DWR Bulletins 74-81 and 74-90) and Placer City Code, onsite Groundwater Monitoring Wells # 1, 2, 4, 5, 6 & Vapor Monitoring Wells # 1 through 7 will be abandoned.
- ✓ The former SVE piping will be filled with grout, cut off below the ground surface, and sealed at the ground surface.
- ✓ One composite soil sample will be collected from the drill cuttings and analyzed for pre-disposal analysis to include: Total Petroleum Hydrocarbons as diesel (TPH-D)/Benzene, Toluene, Ethyl Benzene and Xylenes (BTEX)/Lead using Environmental Protection Agency (EPA) test methods 8015M/8021C/6010.
- ✓ The wastes generated during well abandonment activities will be manifested and transported off-site for disposal to an approved disposal facility.
- ✓ Shaw will generate a report detailing well abandonment activities, including submittal of Department of Water Resources (DWR) 188 reports.

Task 8 – Project Management, Board, City and City Consultation

Project management is crucial to a project's successful completion. Shaw's project manager will continue to be Michael Rivera. Mr. Rivera will be the main client contact and responsible for coordination of all phases of Shaw's contracted scope on this project. The activities to be conducted under this task include, but are not limited to:

- Schedule and coordinate work activities so that project milestones and objectives are met in a timely manner.

- Coordinate contractors for related field efforts.
- Schedule applicable inspectors.
- Conduct project management activities including:
 - Track project cost, assist in review of subcontractor invoices, and budget.
 - Prepare invoices.
 - Respond to requests as necessary.
 - Communicate project progress

Task 9: Reporting and Regulatory Site Closure

Upon completion of the above tasks, Shaw will summarize the above actions in a closure report package. Shaw assumes that a draft copy of the report will be provided in electronic format via e-mail or CD-ROM for County review and comment. After the comments have been addressed, Shaw will provide County and/or Board with up to three (3) hard copies and one (1) copy on CD-ROM. On behalf of the County, Shaw will upload all final project data and reports to Geotracker.

ESTIMATED COSTS

Shaw will provide the consultation services described in this proposal on a time-and-materials cost basis for the estimated fee of **\$22,426** for Tasks 1 through 9, as described above (*see the attached for Shaw's detailed cost estimate*).

ASSUMPTIONS

The costs described within this proposal are based on the following assumptions:

- Access to monitoring well locations is provided to Shaw and our subcontractors in a timely manner during normal business hours 0700 to 1800, Monday through Friday, excluding Holidays.
- Sufficient site records will be available at the County to complete Task 6.
- No City vehicles or equipment will impede access to the monitoring wells.
- Solid wastes will be accepted at a Class III disposal facility and liquid waste can be recycled as non-hazardous liquid.
- If a manifest is required for disposal of waste material it will be signed by a City Representative as the owner of the waste material.
- This field work will be performed in conjunction with Shaw tasks at the City Yard.

Any variation in these conditions may result in a change order request to the City. Shaw will not complete any additional cost items without the prior approval of the City.

Mr. Gabe Armstrong
City of Colfax
10 JANUARY 2013

BUSINESS AGREEMENT

The Time and Materials price and scope of work are based on information available to Shaw at this time. If this proposal is acceptable to the City, please sign the Work Authorization below and return a signed copy to me. If you submit a City's Purchase Order to request the work, please ensure that it references our Professional Services Agreement (PSA) dated January 2011 as the governing terms. Please PDF a copy of the signed PSA to me at michael.rivera@shawgrp.com or fax it to (916) 565-4356.

Shaw appreciates the opportunity to continue to serve the City of Colfax and your attention and understanding regarding this request. If you have any questions or require additional information, please contact me at 916.565.4366.

Respectfully,

SHAW ENVIRONMENTAL, INC.

A handwritten signature in black ink, appearing to read 'M. J. Rivera', with a stylized flourish at the end.

Michael J. Rivera
Project Manager

Attachment – Authorization for Work

cc: Michael J. Bombard, PG, CHg, Shaw

AUTHORIZATION FOR WORK

Shaw Environmental, Inc.

This Change Order No. 2 dated _____ is for additional services related to soil and groundwater investigation at the City Corporation Yard, 250 Rising Sun Road (Yard), Colfax, CA.

Signature below signifies approval of the additional funds of \$22,650 on a Time and Material basis. The City of Colfax has 45 days to pay invoices received from Shaw Environmental, Inc. for work completed as part of this project. The work will be performed under the existing Professional Services Agreement between the City of Colfax and Shaw Environmental, Inc. copy attached.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

SPM REVISION: FY13 REV 13.0
 Release Date: 7/10/12

PROJECT NUMBER: 141529
 PROPOSAL NUMBER: 0
 Date Pricing Model was Prepared: 10/17/12



Project Estimate Summary By Task

01/00/00

Task Number	Task Name	Labor	Sub-contractors	Equipment	Materials	Other ODC's	Travel	Total	Qty	Total Project
1	Task 1 - Fact Sheet	\$ 392.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 392.50	1.00	\$ 392.50
2	Task 2 - Map Research	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ -
3	Task 3 - Develop Map	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600.00	1.00	\$ 600.00
4	Task 4 - PCE GW Data	\$ 66.00	\$ 134.38	\$ -	\$ -	\$ -	\$ -	\$ 200.38	1.00	\$ 200.38
5	Task 5 - File Review	\$ 804.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 804.00	1.00	\$ 804.00
6	Task 6 - Mass Cal / Est.	\$ 762.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 762.00	1.00	\$ 762.00
7	Task 7 - Well Abandonment	\$ 2,665.50	\$ 10,449.00	\$ 139.75	\$ -	\$ 905.92	\$ 285.95	\$ 14,446.12	1.00	\$ 14,446.12
8	Task 8 - Project Management	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00	1.00	\$ 3,240.00
9	Task 9 - Final Reporting	\$ 1,981.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,981.00	1.00	\$ 1,981.00
10	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ -
Total		\$ 10,511.00	\$ 10,583.38	\$ 139.75	\$ -	\$ 905.92	\$ 285.95	\$ 22,426.00		\$ 22,426.00

Submitted By: Michael Rivera
 Submitted To: City of Colfax
 Submission Date: 01/00/00

City of Colfax

Resolution No. 15-2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX DECLARING APRIL 21 THROUGH APRIL 27, 2013, WEST NILE VIRUS AND MOSQUITO AND VECTOR CONTROL AWARENESS WEEK

WHEREAS, the Mosquito and Vector Control Association of California has designated the week of April 21 to April 27, 2013 as West Nile Virus and Mosquito and Vector Control Awareness Week;

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

WHEREAS, established mosquito- and vector-borne diseases such as plague, Lyme disease, and encephalitis, and new and emerging vector-borne diseases such as hantavirus, arenavirus, babesiosis, and ehrlichiosis cause illness and sometimes death every year in California; and

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

WHEREAS, in 2012, West Nile virus resulted in 19 human deaths in California and over 470 individuals in 31 counties tested positive for the virus, of which over 300 developed neuroinvasive disease; and

WHEREAS, in 2012, West Nile virus resulted in one human death in Placer County and 11 cases of neuroinvasive disease; and

WHEREAS, the California Department of Public Health and the federal Centers for Disease Control and Prevention predict West Nile virus will again pose a public health threat in California in 2013; and

WHEREAS, professional mosquito and vector control based on scientific research has made great progress in reducing mosquito and vector populations and the diseases they transmit, while still being responsible stewards of the environment; and

WHEREAS, adequately funded mosquito and vector control, disease surveillance and public awareness programs are the best way to prevent outbreaks of diseases transmitted by mosquitoes and other vectors; and

WHEREAS, the Placer Mosquito and Vector Control District works with mosquito and vector control districts throughout California, the United States Environmental Protection

Agency, the California Department of Pesticide Regulation and the California Department of Public Health to reduce public health pesticide risks to humans, animals, and the environment, while protecting humans and animals from mosquito and vector-borne diseases and nuisances; and

WHEREAS, West Nile virus and Mosquito and Vector Awareness Week will increase the public's awareness of the threat of diseases and encourage the public to take action in preventing mosquito and vector-transmitted diseases, and will highlight the activities of various mosquito and vector research and control agencies working to reduce the health threat within California; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax hereby recognizes April 21 to April 27, 2013 as West Nile Virus and Mosquito and Vector Control Awareness Week in the City of Colfax.

PASSED AND ADOPTED, this 13th day of March, 2013, by the City Council of the City of Colfax, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Donna L. Barkle, Mayor

ATTEST:

Karen Pierce, City Clerk

City of Colfax

Resolution No. 16-2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX
ENDORING THE NEXT ECONOMY REGIONAL PROSPERITY PLAN AND
AUTHORIZING THE COUNTY EXECUTIVE OR HIS DESIGNEE TO ALIGN
PLACER COUNTY ECONOMIC DEVELOPMENT EFFORTS IN SUPPORT OF ITS
IMPLEMENTATION

WHEREAS, the Capital Region has experienced economic hardship and associated lagging recovery as a result of the “Great Recession;” and,

WHEREAS, our economy competes and succeeds as a region; and

WHEREAS, our individual jurisdictions strive to work together to improve our region’s economy to compete within the state, nation and international economies; and

WHEREAS, the Next Economy is a business-led, volunteer-driven regional effort to grow the \$97 billion annual Capital Region economy; and

WHEREAS, given the size and complexity of the challenges, economic development activities must be strategic and synchronized if they are to have lasting impact; and

WHEREAS, realizing that no single organization can accomplish the broad range of strategies and actions encompassed within the Next Economy; and business, government leaders, educational institutions, not-for-profit economic development organizations and private industry must come together to positively impact our regional economy; and

WHEREAS, the Next Economy is deliberately designed to invite direct participation from the broadest array of organizations; and

WHEREAS, the public sector, as a leader and integral partner with the private sector in any regional economic development success, must be fully engaged; and

WHEREAS, the Placer County Economic Development Board completed an Economic Development Roadmap in December 2009 and the Placer County Board of Supervisors accepted the finding and recommendations of the roadmap on March 16, 2010; and

WHEREAS, each January the Placer County Economic Development Board updates an Implementation Plan incorporating priority programs and projects that emphasize business investment and job creation throughout the County;

NOW, THEREFORE BE IT RESOLVED that the Placer County Board of Supervisors endorses the Next Economy Regional Prosperity Plan and authorizes the County Executive or his

designee to actively engage in shaping and implementing the plan and to integrate it into the Placer county economic development activities.

PASSED AND ADOPTED, this 13th day of March, 2013, by the City Council of the City of Colfax, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna L. Barkle, Mayor

ATTEST:

Karen Pierce, City Clerk

nexteconomy

CAPITAL REGION PROSPERITY PLAN

CALL TO ACTION: Accelerate Job Creation and New Investment in California's Capital Region

Through this action-oriented Prosperity Plan, the Capital Region of California, covering El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba counties, joins together to pursue a competitive and strategic economic development agenda to bring about resiliency, vitality and a wide range of new opportunities for job creation, innovation and increased investment.

Next Economy is a business-led, volunteer-driven regional endeavor that strives to move a \$97 billion annual economy that has suffered economic hardship and a lagging recovery into one that is diversified, robust and sustainable. Recognizing that competition in today's global economy increasingly occurs at the regional level, and that the Region's economic advantages are narrowing under dated models, business leadership from the Sacramento Metro Chamber, the Sacramento Area Commerce and Trade Organization (SACTO), the Sacramento Regional Technology Alliance (SARTA) and Valley Vision launched **Next Economy** as a collective response. This initiative uncovers competitive strengths and maps out a set of interlocking strategies that can accelerate job and wealth creation and boost new investment across the Capital Region.

Given the size and complexity of the challenge, economic development activities must be strategic and synchronized if they are to have lasting impact. It is clear that broad based job creation efforts are necessary to revive economic health on a regional scale and that a series of independent, localized steps will not bring about true economic growth and prosperity for all.

More than a plan, **Next Economy** is a movement. It aims to align regional economic development activities and focus them for maximum impact. To do so, **Next Economy** poses a region-wide **CALL-TO-ACTION**: *Mobilize private industry, government, academic and civic leadership to focus on a set of common strategies and actions to accelerate job creation and new investment in California's Capital Region with the goals of supporting innovation and entrepreneurship, diversifying the regional economy, and improving the business climate for economic growth.*

Realizing that no single organization can accomplish the broad range of strategies and actions encompassed within the Prosperity Plan, **Next Economy** challenges government leaders, educational institutions, not-for-profit economic development organizations and private industry to initiate bold new approaches to bring about economic recovery and to actively work together to make those approaches succeed. In this way, **Next Economy** is deliberately designed to invite direct participation from the broadest array of organizations and people possible who are committed to widespread prosperity across the Region. This Prosperity Plan sets the stage to transform the Region's economy by mobilizing leaders around a *common playbook for action*, enabling organizations to select certain "plays" that suit their strengths and capabilities, and put them in action in ways that fit the needs of those they serve.

In the end, however, success lies in ensuring that **Next Economy** strategies and actions are deeply integrated into organizations' work plans with strong accountability mechanisms and champions across all segments of the Capital Region's leadership. We encourage you to take part in this important movement to accelerate job creation and investment and together we will move the Capital Region to the **Next Economy**.

Mark Otero | Susan Peters | Martha Lofgren | Jim Williams | Brice Harris | Craig McNamara
BioWare | Sacramento County | Brewer Lofgren | Williams + Paddon | CA Community Colleges | Sierra Orchards



Goals

The Capital Region Prosperity Plan lays out five overarching goals:

1. Foster a strong innovation environment
2. Amplify the Region's global market transactions
3. Diversify the economy through growth and support of core business clusters
4. Grow and maintain a world-class talent base
5. Improve the regional business climate for economic growth

A Unified Vision

By uniting job creating activities against a common vision and activating joint implementation of that vision, the Capital Region becomes poised to engender a new reputation. Vision—*Within five years, the Capital Region will be widely regarded as a:*

1. Sought-after place for business growth, investment and entrepreneurship
2. Desirable place for a quality workforce and young professionals to live, study, work, play and contribute
3. Diverse economy renowned for its core business clusters and driven in large part by export activity

Strategic Economic Agenda

The Capital Region Prosperity Plan lays out five overarching goals and a set of associated long range objectives and action-oriented strategies designed to accelerate job creation and investment. To move the Region's Next Economy vision to reality, these objectives and strategies will be activated through a set of high-priority tactics and performance measures to be developed in coordination with regional stakeholders and organizations. Plan implementation is scheduled to begin in first quarter of 2013.

1. FOSTER A STRONG INNOVATION ENVIRONMENT

Objective 1:

BOLSTER UNIVERSITY TECHNOLOGY TRANSFER AND COMMERCIALIZATION

Strategies:

- ◆ Embed regional research, university technology transfer and entrepreneurship programs within the Region
- ◆ Identify regional industry needs and align university research capacity for new discoveries and emerging technologies
- ◆ Develop strong relationships between regional research universities and small business, financing, and incubator and accelerator programs and services on a region-wide basis
- ◆ Encourage linkages between researchers making discoveries with entrepreneurs and companies able to commercialize and deploy
- ◆ Explore opportunities for developing university-industry research centers around regional research strengths and core business clusters

Objective 2:

EXPAND ACCESS TO CAPITAL FOR HIGH GROWTH COMPANIES AND SMALL AND MEDIUM ENTERPRISES

Strategies:

- ◆ Establish a centralized access point for information about the sources of capital available across all stages of a company lifecycle
- ◆ Build new forms of debt and equity capital available to high-growth companies and small and medium enterprises
- ◆ Facilitate effective connections between funders and companies
- ◆ Strengthen relationships with external funding sources interested in regional deal opportunities
- ◆ Leverage public sector investment power to increase the level of regional investment

Objective 3:

BUILD A ROBUST NETWORK OF BUSINESS INCUBATOR AND ACCELERATOR SERVICES

Strategies:

- ◆ Link existing and emerging incubator and accelerator programs into a regional network
- ◆ Expand the scope and capacity of incubator and accelerator services based on potential market demand
- ◆ Connect emerging companies in the Region to appropriate components of the incubator and accelerator network
- ◆ Market the existence and outcomes of the incubator and accelerator network internally and externally
- ◆ Build a targeted retention effort focused on viable companies that have received incubator and accelerator services

2. AMPLIFY THE REGION'S GLOBAL MARKET TRANSACTIONS

Objective 1:

GROW INTERNATIONAL TRADE AND EXPORT ACTIVITY

Strategies:

- ◆ Build a comprehensive regional service provider network that offers effective business assistance, financing, and targeted support services for international trade
- ◆ Market the availability and outcomes of the service provider network internally and externally
- ◆ Develop an ongoing series of foreign trade missions exclusively designed for local company export promotion
- ◆ Form strategic relationships with international business networks, existing foreign companies and foreign government agencies to identify and support international trade opportunities
- ◆ Ensure the Region's transportation infrastructure has the capacity to increase global goods movement and passenger travel

Objective 2:

INCREASE THE LEVEL OF FOREIGN DIRECT INVESTMENT

Strategies:

- ◆ Enhance coordinated marketing efforts focused on foreign direct investment
- ◆ Create a diverse and effective group of lead generation resources for priority foreign direct investment targets
- ◆ Expand the amount and frequency of foreign trade trips targeting specific companies, industry trade shows, and business networks
- ◆ Develop a strategic network of service providers and regional leaders to assist with outreach efforts and foreign company prospects
- ◆ Market investment opportunities within the Region to potential foreign investors

3. DIVERSIFY THE ECONOMY THROUGH GROWTH AND SUPPORT OF CORE BUSINESS CLUSTERS

Objective 1:

FORM FUNCTIONAL BUSINESS NETWORKS AND ESTABLISH SPECIFIC CLUSTER INITIATIVES

Strategies:

- ◆ Recruit members from across the entire value chain to form cluster alliance groups
- ◆ Perform ongoing cluster needs assessments and facilitate effective solutions
- ◆ Develop annual cluster alliance group priorities and action plans that focus on increased jobs and investment, drive implementation of needed growth activities, and monitor progress against stated objectives
- ◆ Maintain cluster-specific resource guides listing relevant regional programs, services, and providers

Objective 2:

CREATE AND ALIGN TARGETED PROGRAMS AND SERVICES TO SUPPORT CLUSTERS

Strategies:

- ◆ Develop marketing materials to build internal and external cluster visibility
- ◆ Align regional business attraction and retention programs with cluster opportunities
- ◆ Build targeted innovation and entrepreneurship resources for cluster activities
- ◆ Explore opportunities to create formal public-private partnerships to foster and grow cluster opportunities

Capital Region Core Business Clusters

- ◆ Advanced Manufacturing
- ◆ Agriculture & Food
- ◆ Clean Energy Technology
- ◆ Education & Knowledge Creation
- ◆ Information & Communications Technology
- ◆ Life Sciences & Health Services

- ◆ Facilitate new domestic business-to-business sales and foreign exports to increase economic base activities within core clusters
- ◆ Encourage the creation of local and regional incentives that support growth of primary jobs across core clusters and other industries

Objective 3:

BUILD STRONG ECONOMIC FOUNDATIONS FOR SUSTAINED CLUSTER GROWTH

Strategies:

- ◆ Align workforce development efforts to address current and anticipated gaps in labor supply and demand within the clusters
- ◆ Advocate for public policy at the state and local levels that supports conditions necessary for cluster growth
- ◆ Build a robust regional network of suppliers and service providers for effective cluster operations
- ◆ Address specialized facilities and infrastructure needs that strengthen connectivity required for cluster growth

4. GROW AND MAINTAIN A WORLD-CLASS TALENT BASE

Objective 1:

CREATE MECHANISMS TO ATTRACT NEW TALENT AND RETAIN EXISTING TALENT

Strategies:

- ◆ Establish connections between active young professionals groups throughout the Region and engage members as ambassadors in talent attraction and retention efforts
- ◆ Execute a talent attraction campaign targeting young professionals, experienced entrepreneurs, and high demand occupations and skills
- ◆ Implement a talent retention strategy focusing on students and recent graduates of regional education and training programs
- ◆ Develop mechanisms to better connect new, existing and prospective students and residents to career opportunities and lifestyle assets in the Region
- ◆ Invest in the Region's cultural infrastructure as a means to retain and attract talent

Objective 2:

ALIGN TRAINING AND EDUCATION PATHWAYS TO INCREASE ECONOMIC PROSPERITY FOR BUSINESSES AND WORKERS

Strategies:

- ◆ Mobilize the community to advance and support continued investment in education and related infrastructure
- ◆ Develop critical career pathways that align with core business clusters across all education and training levels
- ◆ Address critical gaps in workforce supply and demand across core business clusters and other large industry sectors

5. IMPROVE THE REGIONAL BUSINESS CLIMATE FOR ECONOMIC GROWTH

Objective 1:

REMOVE ECONOMIC AND REGULATORY BARRIERS TO STIMULATE GROWTH

Strategies:

- ◆ Partner with the business community and other regions in the state to communicate with and influence state policymakers
- ◆ Coordinate the Region's business advocacy efforts to reduce local and regional regulatory barriers to improve the Region's business climate
- ◆ Build a proactive effort to educate and inform elected officials and local government leaders about key business issues and industry needs
- ◆ Leverage existing regional advocacy programs and, where possible, other state associations' and prominent industry-specific lobbying efforts to influence a reduction of regulatory barriers at the state and federal levels
- ◆ Foster an effective system to respond to company-specific local-level regulatory issues
- ◆ Encourage streamlined and predictable permitting policies and procedures across all local jurisdictions in the Region
- ◆ Pursue local implementation of state and federal regulatory requirements that are uniform, streamlined and cost effective

Objective 2:

AMPLIFY THE REGION'S REPUTATION AND VISIBILITY AMONG KEY AUDIENCES

Strategies:

- ◆ Mobilize a set of inter-locking campaigns, aligned with the Next Economy vision, that solidify the Region's reputation as the economic, cultural and recreational capital of the State of California
- ◆ Establish a media partner network committed to publishing content that celebrates local and regional achievements internally and externally
- ◆ Establish a mechanism for collecting, assembling, coordinating and disseminating key messages and celebratory content

Objective 3:

INTENSIFY ECONOMIC DEVELOPMENT ACTIVITIES THAT DRIVE GROWTH AND INVESTMENT

Strategies:

- ◆ Build a significant fund that can be used to directly invest in competitive new company locations or expansions that create high value jobs
- ◆ Establish a formal, region-wide system to retain local companies and good quality jobs
- ◆ Prioritize Next Economy strategies and identify strategic and coordinated funding sources for implementation of actions that offer anticipated high job and wealth creation outcomes
- ◆ Pursue opportunities with state agencies and departments that result in increased investment, procurement, and/or private-sector job creation
- ◆ Educate the public and investors about the Region's economic development activities, the value they offer and the job and wealth creation opportunities they can garner

Objective 4:

DEVELOP A NEXT ECONOMY GOVERNANCE STRUCTURE THAT ENSURES IMPLEMENTATION AND ACCOUNTABILITY

Strategies:

- ◆ Align strategic objectives of Capital Region non-profit organizations with a goal of collaborating on Next Economy implementation strategies
- ◆ Obtain endorsement from all cities and counties in the Capital Region of Next Economy Goals and Unified Vision, and coordinate Next Economy implementation strategies and objectives with public agency partners
- ◆ Enact a formal Agreement among principal organizations specifying roles and performance obligations toward Next Economy execution
- ◆ Track implementation progress, manage accountability, report regularly, celebrate successes and adjust strategies and actions as necessary for efficiency and maximum return on investment for economic development activities
- ◆ Examine merits associated with completion of a region-wide Comprehensive Economic Development Strategy (CEDs)

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