

**COLFAX CITY COUNCIL MEETING
REGULAR SESSION AGENDA**

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

May 22, 2013

6:00 PM (Closed Session)

7:00 PM (Regular Session)

Last Ordinance
#519

Last Resolution
22-2013

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. PUBLIC COMMENT

3. CLOSED SESSION

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

Conference with Legal Counsel—Existing Litigation
Number of Cases: 1
(Subdivision (a) of Section 54956.9)
Name of case: Verizon v. Placer County

Public employee employment pursuant to Government Code Section 54957.
Title of position to be filled: City Manager.

Public employee performance evaluation pursuant to Government Code Section 54957.
Title: Technical Services Administrator.

Public employee performance evaluation pursuant to Government Code Section 54957.
Title: Chief Wastewater Plant Operator

4. OPENING

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

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

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

Members of the public who addresses the Council shall do so in an orderly manner. No person shall yell or

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

5. CITY COUNCIL COMMITTEE REPORTS

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

6. INFORMATION REPORTS FROM STAFF AND OTHERS

7. CONSENT AGENDA

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

**RECOMMENDED
ACTION**

- | | |
|---|-----------------------------------|
| A. Minutes: May 6, 2013 | <i>Receive and File</i> |
| B. Consideration of Adoption of Resolution № 23-2013: A Resolution of the City Council of the City of Colfax Authorizing the City to Enter into an Agreement with the County of Placer for Fire Department and Oversight Services from July 1, 2013 to June 30, 2014. | <i>Adopt Resolution № 23-2013</i> |
| C. Approval of Street Closure on N. Main for Fire and Steel Event June 15, 2013 from 8:00am to 11:00pm. | <i>Approve Closure</i> |
| D. Cash Balance Summary: April 30 th , 2013 | <i>Receive and File</i> |
| E. Consideration of Adoption of Resolution № 25-2013: A Resolution of the City Council of the City of Colfax Authorizing the Mayor or Mayor Pro Tem to Execute an Employment Agreement with Gabe Armstrong to Serve as Interim City Manager. | <i>Adopt Resolution № 25-2013</i> |

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. 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. Consideration of Adoption of Resolution № 24-2013: A Resolution Approving Amendment #1 To Contract #13143 With County Of Placer, Office Of Sheriff-Coroner-Marshal Increasing Payment For Law Enforcement Services For Fiscal Year July 1, 2013 – June 30, 2014
Recommended Action: Adopt Resolution № 24-2013
- B. Discussion of Audio/Video Recording/Broadcast of City Council meetings
Recommended Action: Conduct discussion and provide direction to staff regarding whether to and, if so, how to broadcast public City Council meetings.
- C. Selection of Ad-Hoc Committee to review the position for Wastewater Treatment Plant vacancy.
Recommended Action: Appoint committee

11. PRESENTATIONS

12. ADJOURNMENT

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

AGENDA POSTED,
at City Hall and Post Office locations



Gabe Armstrong, Interim City Manager

1. OPENING

Mayor Barkle called the meeting to order at 6:04pm.

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

Will Stockwin led the Pledge of Allegiance

A motion was made by councilman McKinney and seconded by councilman Douglass 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:

2. CITY COUNCIL COMMITTEE REPORTS

Councilman McKinney reported on meeting with the homeless and attended the EDC meeting with Mayor Barkle

Councilman Douglass reported on meeting with the homeless.

Mayor Barkle reported on the EDC meeting. The Wine Trail is going to be expanded to include Colfax and wineries in the area.

3. INFORMATION REPORTS FROM STAFF AND OTHERS

City Manager, Bruce Kranz reported on the following:

- Researched past Council and had list of all previous members.

4. CONSENT AGENDA

ACTION TAKEN

- | | |
|--|--|
| A. Minutes: April 24, 2013 | <i>Pulled for Discussion</i> |
| B. Final Acceptance – Prop. 40 Ballfield Lighting and Prop. 40 Ballfield Backstop and Fence, Project No. 12-03 | <i>Accept Projects as Complete and Direct
City Clerk to file
Notices of Completion</i> |

A motion was made by councilman McKinney and seconded by councilman Parnham to approve the consent agenda as presented with the above noted item pulled for discussion. The motion was passed by the following vote:

AYES: Hesch, Douglass, Parnham, McKinney and Mayor Barkle
NOES:
ABSENT:
ABSTAIN:

A. Minutes: April 24, 2013

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

AYES: Hesch, Douglass, McKinney and Mayor Barkle
NOES:
ABSENT:
ABSTAIN: Parnham

5. PUBLIC COMMENT

6. PUBLIC HEARING

7. COUNCIL BUSINESS

8. PRESENTATION

Mayor Barkle, on behalf of council, presented Bruce Kranz with a plaque.

Mayor Barkle adjourned the regular session into closed session at 6:22pm

9. CLOSED SESSION

Conference with Legal Counsel—Existing Litigation

Number of Cases: 1

(Subdivision (a) of Section 54956.9)

Name of case: Verizon. v. Placer County

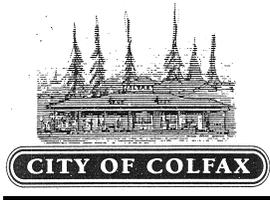
Public Employee Employment pursuant to Government Code Section 54957.

Title of position to be filled: City Manager.

Council emerged from closed session at 7:24pm and reported that the Colfax City Council authorized an offer to be made to Community Services Director Gabe Armstrong to serve as Interim City Manager while the City searches for a permanent replacement for City Manager Bruce Kranz. The vote was 4 - 0 with Vice Mayor Hesch and Council Members Douglass, McKinney and Parnham voting in favor; Mayor Barkle was absent. After the meeting, Mr. Armstrong accepted the offer and will serve as the City's Interim City Manager until a replacement for Mr. Kranz is hired.

10. ADJOURNMENT

Being no further business to come before council by voice vote the meeting was adjourned at 7:35pm.



**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
May 22, 2013**

Agenda Item No.

To:	Honorable Mayor and Members of the City Council
From:	Gabe Armstrong, Interim City Manager
Date:	May 15, 2013
Subject:	Consideration of Adoption of Resolution № 23-2013: A Resolution of the City Council of the City of Colfax Authorizing the City to Enter into an Agreement with the County of Placer for Fire Department and Oversight Services from July 1, 2013 to June 30, 2014

Recommended Action: Adopt Resolution № 23-2013

ISSUE STATEMENT AND DISCUSSION:

Since 2001 the City has contracted with the County of Placer to provide management and oversight services for the City’s Fire Department. Fire Marshall services were added to this contract beginning in 2005. The County provides these services through its fire protection provider, the California Department of Forestry and Cal Fire.

The current agreement expires June 30, 2013. The proposed agreement will provide to the same services for fiscal year July 1, 2013 – June 30, 2014. The only significant change is the increase in it the hourly rate for Fire Marshall services from \$109.90 per hour to \$122.65 per hour.

FINANCIAL AND/OR POLICY IMPLICATIONS:

This Amendment increases the hourly rate for Fire Marshall services from \$109.90 per hour to \$122.65 per hour.

**FIRE PROTECTION AGREEMENT
2013-2014
County of Placer and City of Colfax**

I. PARTIES TO THIS AGREEMENT:

County of Placer and the City of Colfax

II. BACKGROUND AND PURPOSE:

By its unanimous action on February 27, 2001 the Colfax City Council indicated its desire to have the County of Placer, through its fire protection provider the California Department of Forestry and Fire Protection (CAL FIRE) assume management and operational oversight of the City of Colfax Fire Department. The purpose of this document is to formalize an Agreement between the Parties for the County of Placer to provide contractual interim management and oversight of the City of Colfax Fire Department and its operations.

III. TERM:

The term of this contract is July 1, 2013 through June 30, 2014.

IV. COSTS:

The County of Placer, through its contract with CAL FIRE, will provide fire protection services to the City of Colfax. The services indicated in paragraphs V.1-4 below in the areas of fire protection management and oversight will be provided at an annual cost of \$21,500. In addition, CAL FIRE will provide Fire Marshal services (paragraph V. 5), up to 12 hours/month, to be billed at a rate of \$122.65/hour, the annual total cost not to exceed \$8,980. Fire Marshal services will be billed quarterly based on actual services performed. (Fire Marshal billing information, itemized by project, is to be provided to City of Colfax on a monthly basis.)

For the totality of services specified within this Agreement, the City of Colfax will reimburse the County of Placer \$30,480.

V. SCOPE OF SERVICES:

A. Safety and Training

Training will be provided to the City of Colfax Volunteer Firefighters utilizing the CAL FIRE/Placer County Fire Colfax Battalion Chief and other instructors. Training will be conducted to assure attainment of the minimum basic skill level and meet state and federal legal requirements for firefighting operations.

The City's fire facilities, vehicles, and equipment will be maintained and upgraded as resources allow.

B. Management and Administration

The Colfax City Council will retain local governance of the Fire Department.

The Fire Chief for the City of Colfax will be the CAL FIRE/Placer County Fire Colfax Battalion Chief for the duration of the contract, shall be considered the City Fire Chief, and will report directly to the Colfax City Manager. If the currently assigned individual departs for any reason, CAL FIRE/Placer County Fire will consult with the City of Colfax on his replacement. No individual will be assigned as Fire Chief without the consent of the Colfax City Manager.

Volunteers serving as firefighters for the City of Colfax Fire Department shall be retained as City volunteers.

The contracted Fire Chief will take direction from the City Manager and implement the policies of the Colfax City Council.

The contracted Fire Chief will make recommendations on fire department organizational structure and personnel issues to the City Manager and City Council.

The contracted Fire Chief will pursue funding opportunities to help purchase equipment for the benefit of the Colfax Fire Department in providing public safety services.

The contracted Fire Chief will oversee and evaluate the spending practices of the fire department and make recommendations to the City Council.

C. Stability of Command and Control

As previously noted, for the duration of this contract, the City of Colfax Fire Chief shall be the CAL FIRE/Placer County Fire Colfax Battalion Chief.

The contracted Fire Chief shall have the authority to exercise those fire department management and operational duties and responsibilities commensurate with overall command of the department and its operations, as authorized by unanimous action of the Colfax City Council on February 27, 2001.

The contracted Fire Chief will assume command of those fire-related emergency incidents occurring within the City of Colfax.

D. Readiness to Respond

The contracted Fire Chief will continually evaluate the response protocols of the Fire Department and make recommendations to the City for implementation of the changes necessary to provide effective emergency services to the public.

E. Fire Marshal Services

CAL FIRE/Placer County Fire will provide fire protection planning services to the City of Colfax, as requested. The services include, but are not limited to:

- **Plans Review.**
This involves the analysis and approval of plans, specifications, and construction documents for buildings, processes, operations, and fire protection systems and equipment to ensure they meet the intent of applicable codes and standards currently in effect in the City of Colfax.
- **Fire Inspection.**
Given a performance-based design, evaluate compliance of life safety systems and building services equipment with construction documents to ensure they are installed, inspected, and tested to perform as described in accompanying engineering documents and operations and maintenance manuals. Ensure all deficiencies are identified, documented, and reported in accordance with the policies of the City of Colfax.

VI: INDEMNIFICATION AND INSURANCE

A. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CITY OF COLFAX hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CITY OF COLFAX agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CITY OF COLFAX. CITY OF COLFAX also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CITY OF COLFAX or the COUNTY or to enlarge in any way the CITY OF COLFAX'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CITY OF COLFAX'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

B. INSURANCE:

CITY OF COLFAX shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

1. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

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 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, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CITY OF COLFAX'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.

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

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CITY OF COLFAX.

CITY OF COLFAX shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

2. GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CITY OF COLFAX, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
- (1) Contractual liability insuring the obligations assumed by CITY OF COLFAX in this Agreement.
- B. One of the following forms is required:
- (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- C. If CITY OF COLFAX 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:
- One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- D. If CITY OF COLFAX carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) 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 two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:
CITY OF COLFAX shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of Placer County, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CITY OF COLFAX shall contain language providing coverage up to one (1) year 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.

Conformity of Coverages - 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 County as noted above. In no cases shall the types of policies be different.

3. ENDORSEMENTS:

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

- A. "The County of Placer, its officers, agents, 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."
- B. "The insurance provided by the CITY OF COLFAX, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

4. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

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

5. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY 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.

Policy Deductibles - The CITY OF COLFAX shall be responsible for all deductibles in all of the CITY OF COLFAX's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CITY OF COLFAX's Obligations - CITY OF COLFAX's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CITY OF COLFAX shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CITY OF COLFAX's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CITY OF COLFAX 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.

Executed as of the day first above stated:

David Boesch **Date**
County Executive Officer

Donna Barkle **Date**
Mayor

APPROVED AS TO FORM:

Mark Rathe **Date**
Deputy County Counsel

City of Colfax

Resolution № 23-2013

A Resolution of the City Council of the City of Colfax Authorizing the Interim City Manager to Execute a Fire Protection Agreement with the County of Placer for Fire Department and Oversight Services from July 1, 2013 to June 30, 2014

Whereas, the City previously contracted for Fire Management and Oversight Services for the Colfax Fire Department with the County of Placer; and,

Whereas, the City Council is satisfied with the services provided by the County of Placer; and,

Whereas, the County of Placer has indicated its willingness to continue to provide said services; and,

Whereas, the City Attorney reviewed the Fire Protection Agreement and found it to be acceptable.

NOW THEREFORE, be it resolved by the City Council of the City of Colfax as follows:

The Interim City Manager is hereby authorized to (a) execute on behalf of the City the Fire Protection Agreement between the County of Placer for fiscal year 2013 – 2014 in the form attached to this Resolution, (b) execute all other documents necessary to implement that Agreement and (c) appropriate, encumber and expend all funds required of it under said Agreement.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 22nd day of May, 2013, by the following roll call vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tony Hesch, Mayor Pro-tem

ATTEST:

Karen Pierce, City Clerk

To be turned into City Hall:

- Completed Application (5 pages)
- Deposit of \$ _____
- Proof of Insurance
- Map (if applicable)



CITY OF COLFAX

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

Office: (530) 346-2313
Fax: (530) 346-6214

EVENT APPLICATION

TEMPORARY STREET CLOSURE, PARADES, SPECIAL EVENTS, AND BUILDING RENTALS

Name of Event: FIRE & STEEL FESTIVAL Date of Event: JUNE 15

Organization: JIM BOWERS/KIWANIS Phone (1): (916) 521-4489
 Contact Person: JIM BOWERS/MELBA DEWINE Phone (2): (530) 263-5299
 Address: PO BOX 288 - City/Zip Code: COLFAX 95713
 Email Address: JIMBOWERS@FOOTHILL.NET
 Alternate Contact and Phone: DONNA BARKLE 1530-368-0776

EVENT DETAILS:

Location: NORTH MAIN ST & RAILROAD JUNCTION PARKING LOT.
 Start and Finish Date and Time: JUNE 15 / NOON - 11PM
 Electrical: Yes No Liquor: Yes No Sound Amplification: Yes No
 Sound Amplification past 11:00pm? Yes No Requires City Manager Approval _____
 Food and Beverage: Yes No Open Fire: Yes No Type of open fire ART, BONFIRE, FIRE SPINNERS

TYPE OF EVENT:

Event/Festival Building Rental Parade Other: _____

ATTENDANCE:

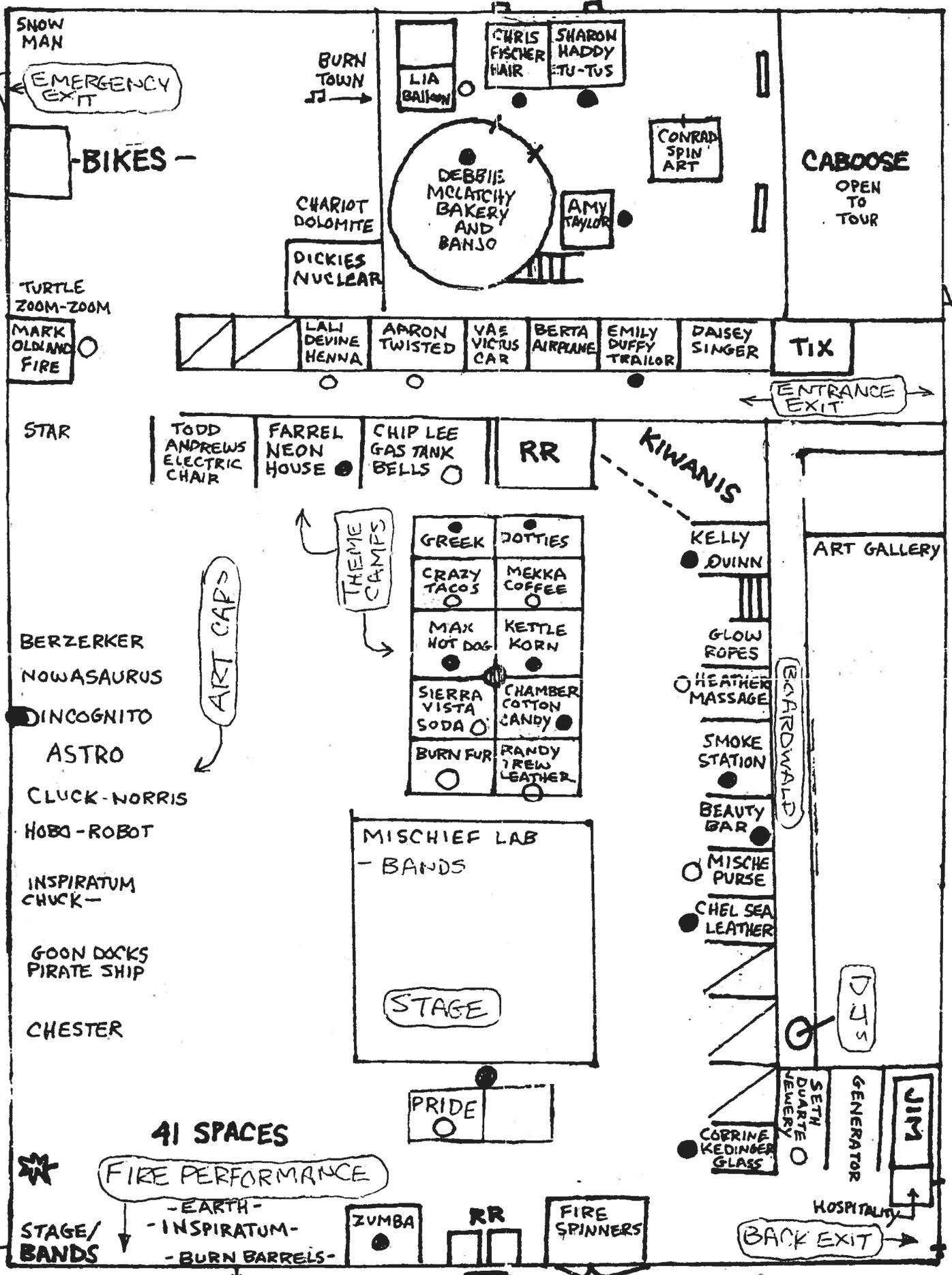
Number of Participants: 2500 Number of Booths/Stalls: 40-60 Number of Vehicles: N/A
 Number of Bands: 4 Number of Floats: 12 *Please provide best estimates.*

NARRATIVE (Be specific and include any assistance or supplies you may need from the city:

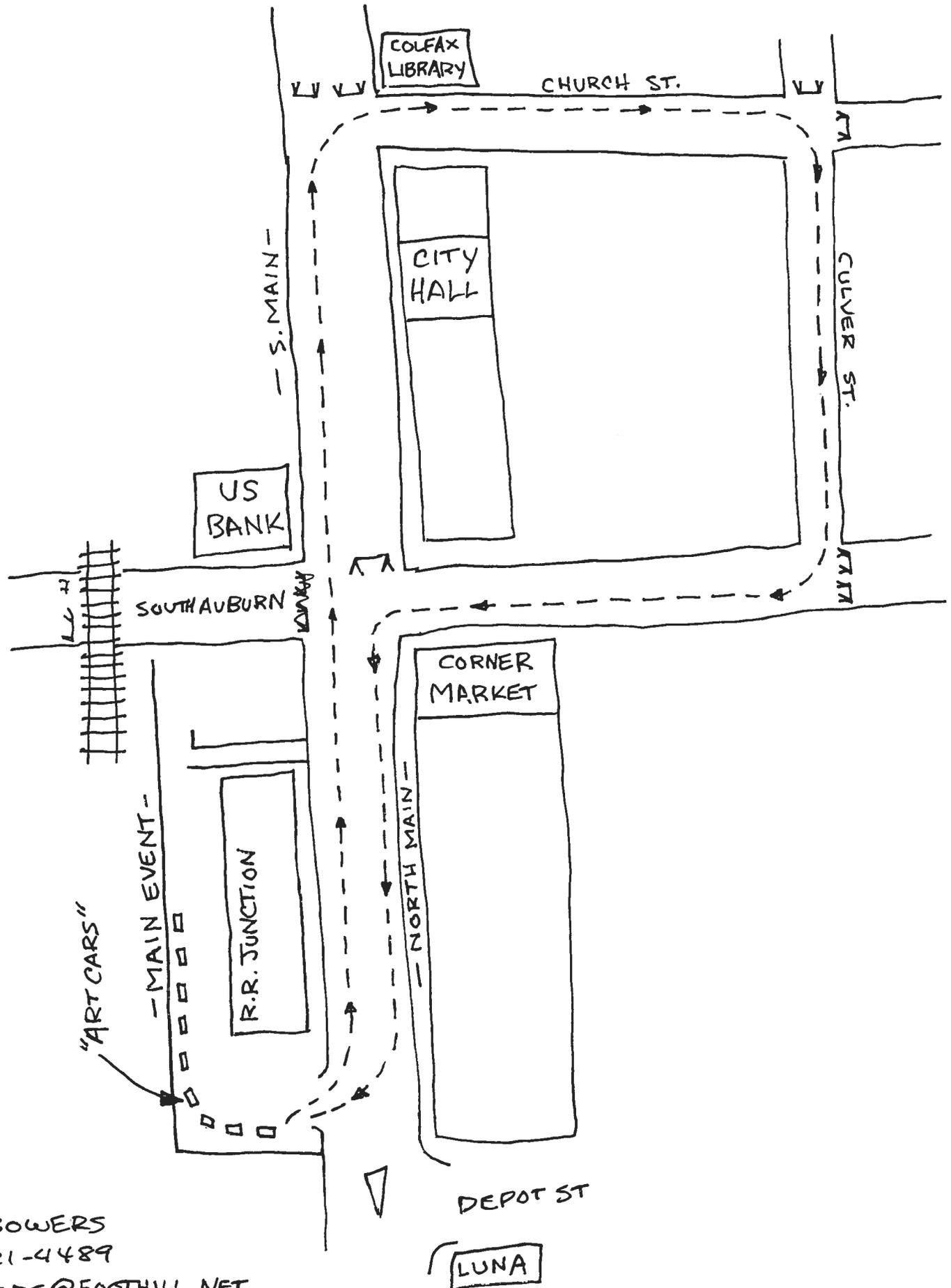
- POWER ON NORTH MAIN FOR VENDORS ? - \$1500 SECURITY DONATION (FOR SHERIFF)
- LIGHTS OUT (IMPORTANT) IN EVENT PARKING LOT.
- NORTH MAIN ST. BARRICADES - STAND BY CITY UTIL. PERSON -

MAP OF EVENT and/or SITE PLAN must include:

- Complete Site Map of all activities and vendor locations
- Barricade Locations where applicable. Street Closures must include notification to effected homes and businesses and must maintain a 15 foot clearance for emergency vehicles
- Handicap Parking Location - US BANK
- Schedule of events by time. Include 2 points of contact (names and phone numbers)
- Location of Porta Potties and Garbage Dumpsters. Number of required Porta Potties and Trash Cans will be dependent on type of event.
- List of Volunteers, including phone numbers, responsible for Clean Up. Clean up will include public restrooms if used for event. EVENT ORGANIZERS/KIWANIS/VENDORS/VOLUNTEER STAFF.
- ABC License with map on File at City Hall. \$25.00 application fee payable to the City of Colfax.



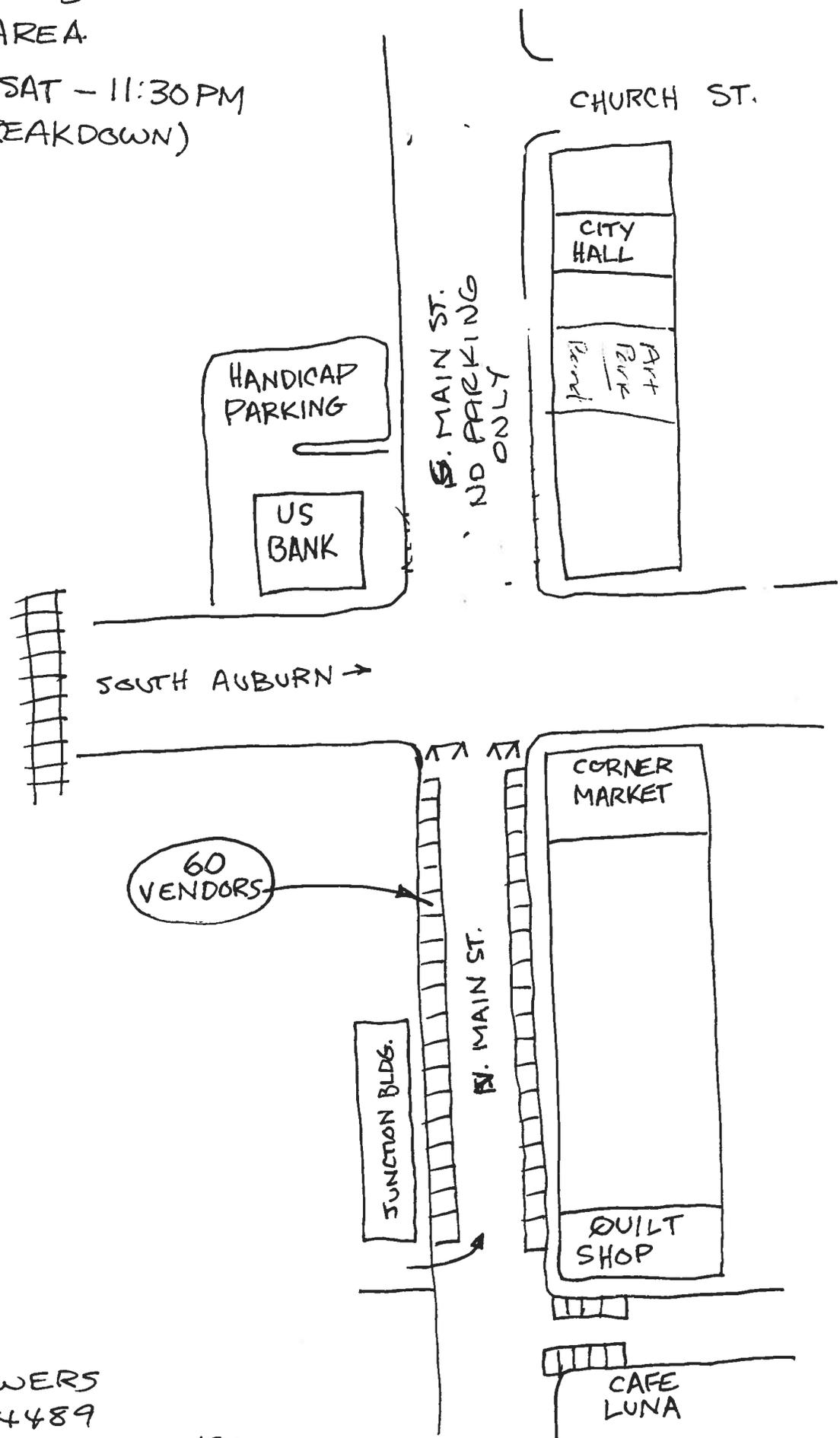
- FIRE & STEEL FESTIVAL
- JUNE 15, 2013
- PARADE ROUTE
- TIME: 6:30PM - 7PM



JIM BOWERS
 (916) 521-4489

--- DEARTHILL.NET

- FIRE & STEEL FESTIVAL
- JUNE 15, 2013
- VENDOR AREA
- TIME 8AM SAT - 11:30PM
(SET-UP - BREAKDOWN)



JIM BOWERS
 (916) 521-4489
 CONTACT INFO



CITY of COLFAX

C A L I F O R N I A

T • (530) 346-2313 F • (530) 346-6214 www.Colfax-CA.gov
PO BOX 702, COLFAX, CA 95713

May 10, 2013

Fire and Steel Festival
Jim Bowers
PO Box 288
Colfax, CA 95713

RE: Event: Fire and Steel Festival Sponsored by Colfax Kiwanis
Location: North Main Street, Freight Lot and Gazebo
Date: Saturday June 15, 2013 from 12:00pm to 11:00pm

Dear Jim,

All appropriate city departments have reviewed your application for the Fire and Steel Festival and have made comments and proposed conditions for approval. As health and safety is always of utmost concern please note this approval is contingent on all appropriate measures being in place at each event. This letter will serve as approval for the dates specified in the application with the following conditions:

- All Road Closures must be properly marked and must be manned
- Notification by letter to effected businesses on streets to be closed prior to closure
- Arrangements must be made with US Bank for Handicap Parking
- The consumption of alcoholic beverages is not permitted on the city streets, roadways or alleys, therefore alcohol must be consumed within the fenced area of the Freight Lot.
- Wrist bands designating over age 21 for alcohol consumption.
- Adult risque or Burner Wear must not reveal any nudity.
- Valid Insurance documents must be on file at City Hall
- Event volunteers must wear identifying clothing/vest.
- All parade entrants that emit flame or have the potential to emit flame will be inspected by the Fire Chief or his designee prior to participation and be approved. Use of flame emitting devices while traveling in the parade will only be allowed by the Fire Chief or his designee(s) in designated areas.
- The deck surrounding the Freight Building will be a "No Smoking" area and must be properly noticed.
- All event activities limited to Operations Plan, Event Schedule and Map on file at City Hall. Any changes must be in writing prior to event with all appropriate approvals.
- List of Key Organizers and Volunteers including phone numbers to be included prior to event for safety contact information.
- Porta Potties and garbage containers must be provided by Event Coordinator and locations must be clearly marked on event map. It will be your responsibility to remove the garbage from the City.
- Contact Gabe Armstrong at City Hall to arrange for City barricades.
- Proper signage
- All cords on ground (if any) taped with contrasting color tape

- Trash picked-up as necessary throughout event
- Any other items that may be observed during the event by city personnel as needing attention.

Sgt. Ty Conners and Chief Chris Paulus (or their designee), as Incident Commanders, have full authority to make changes or cancel event at any time, if deemed necessary for health and safety of citizens; including but not limited to violation of any of the above conditions. Please feel free to contact me should you have any questions and best wishes for a successful event!

Sincerely,

A handwritten signature in black ink that reads "Karen Pierce". The signature is written in a cursive style with a small mark above the letter 'e' in "Pierce".

Karen Pierce City Clerk/Office Supervisor

Cc: Gabe Armstrong
City Council

Chief Chris Paulus, Cal Fire
Sgt. Ty Conners

CASH TRANSACTIONS REPORT

MONTH: APRIL
City of Colfax

Page: 1
5/16/2013
1:14 pm

	Beginning Balance	Debit	Credit	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	3,234,313.70	104,496.08	181,042.30	3,157,767.48
Fund: 120 - Land Development Fees	-811.94	190.80	1,854.77	-2,475.91
Fund: 570 - Garbage Fund	-377,788.73	10,751.50	0.00	-367,037.23
Fund Type: 1.11 - General Fund - Unassigned	2,855,713.03	115,438.38	182,897.07	2,788,254.34
Fund Type: 1.14 - General Fund - Restricted				
Fund: 571 - AB939 Landfill Oversion	30,563.74	0.03	0.00	30,563.77
Fund: 572 - Landfill Post Closure Main	703,688.27	20,617.53	2,978.46	721,327.34
Fund Type: 1.14 - General Fund - Restricted	734,252.01	20,617.56	2,978.46	751,891.11
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	75,765.08	46.80	0.00	75,811.88
Fund: 211 - Mitigation Fees - Drainage	2,969.98	1.84	0.00	2,971.82
Fund: 212 - Mitigation Fees - Trails	45,533.83	28.13	0.00	45,561.96
Fund: 213 - Mitigation Fees - Parks/Re	108,341.09	66.92	0.00	108,408.01
Fund: 214 - Mitigation Fees - City Bldg	666.04	0.42	0.00	666.46
Fund: 215 - Mitigation Fees - Vehicles	229.76	0.15	0.00	229.91
Fund: 217 - Mitigation Fees - DT Parki	25,935.18	16.02	0.00	25,951.20
Fund: 218 - Support Law Enforcement	-12,121.77	27,560.40	26,780.50	-11,341.87
Fund: 236 - CDBG Revitalization Zone	-23,341.51	0.00	1,698.50	-25,040.01
Fund: 241 - CDBG Housing Rehabiliati	124,632.63	76.98	0.00	124,709.61
Fund: 244 - CDBG MicroEnterprise Le	81,335.41	350.06	0.00	81,685.47
Fund: 250 - Streets - Roads/Transport	-31,947.00	0.00	10,085.96	-42,032.96
Fund: 253 - Gas Taxes	61,006.44	7,564.52	1,729.68	66,841.28
Fund: 270 - Beverage Container Recyc	23,901.44	14.77	0.00	23,916.21
Fund: 280 - Oil Recycling	-1,394.67	5,000.00	325.37	3,279.96
Fund: 286 - Bricks	5,211.62	3.22	0.00	5,214.84
Fund: 292 - Fire Department Capital Fi	27,061.06	16.72	0.00	27,077.78
Fund Type: 1.24 - Special Rev Funds - Restricted	513,784.61	40,746.95	40,620.01	513,911.55
Fund Type: 1.3 - CAPITAL PROJECT FUNDS				
Fund: 380 - CABOOSE RESTORATIO	-5,944.88	0.00	0.00	-5,944.88
Fund Type: 1.3 - CAPITAL PROJECT FUNDS	-5,944.88	0.00	0.00	-5,944.88
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 344 - PROP 40 Capital Projects	-92,858.69	0.00	28,578.49	-121,437.18
Fund: 350 - Streets Improvments Proje	235,349.51	146.17	2,148.75	233,346.93
Fund Type: 1.34 - Capital Projects - Restricted	142,490.82	146.17	30,727.24	111,909.75
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	-669,360.74	81,832.78	198,446.34	-785,974.30
Fund: 561 - Sewer Liftstations	333,470.38	16,225.08	9,957.62	339,737.84
Fund: 563 - Wastewater Treatment Pla	301,216.96	35,768.28	0.00	336,985.24

CASH TRANSACTIONS REPORT

MONTH: APRIL
City of Colfax

Page: 2
5/16/2013
1:14 pm

	Beginning Balance	Debit	Credit	Ending Balance
Fund: 565 - General Obligation Bond 1	25,440.55	0.00	0.00	25,440.55
Fund: 567 - Inflow & Infiltration	466,926.76	792.45	0.00	467,719.21
Fund Type: 2.11 - Enterprise Funds - Unassigned	457,693.91	134,618.59	208,403.96	383,908.54
Fund Type: 2.14 - Enterprise Funds - Restricted				
Fund: 569 - Pond 3 Lining- I&I Repair	-923,667.38	580,429.00	171,526.46	-514,764.84
Fund Type: 2.14 - Enterprise Funds - Restricted	-923,667.38	580,429.00	171,526.46	-514,764.84
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FU	3,173.42	49,576.77	52,671.41	78.78
Fund Type: 9.0 - CLEARING ACCOUNT	3,173.42	49,576.77	52,671.41	78.78
Grand Totals:	3,777,495.54	941,573.42	689,824.61	4,029,244.35

Check Register Report

Checks Paid April 2013

Date: 05/16/2013

Time: 10:17 am

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
49073	04/04/2013	Reconciled		01414	ALHAMBRA & SIERRA SPRINGS	WATER CITY HALL/CORP YARD	69.81
49074	04/04/2013	Reconciled		01500	ANDERSON'S SIERRA	SUPPLIES FOR PARK'S GRASS	560.31
49075	04/04/2013	Reconciled		03558	COLFAX SMOG & AUTO REPAIR	1983 CHEVY SMOG	414.00
49076	04/04/2013	Reconciled		06176	FEDERAL LICENSING, INC	RADIO SERVICE FOR SCADA	95.00
49077	04/04/2013	Reconciled		08086	HBE RENTALS	WWTP INTERNET INSTALL	80.00
49078	04/04/2013	Reconciled		08501	HOME DEPOT CREDIT SERVICES	WWTP FENCE PARTS FOR GATE	29.95
49079	04/04/2013	Reconciled		09540	INTERSTATE SALES	BARRICADES	357.52
49080	04/04/2013	Reconciled		10550	JOSEPH HALTON	ENVELOPES	90.30
49081	04/04/2013	Reconciled		12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING FEBRUARY	85.00
49082	04/04/2013	Reconciled		15901	PACE SUPPLY CORP	POND #3 RETURN AIR RELIEF VALV	133.06
49083	04/04/2013	Reconciled		06011	PELLETREAU, ALDERSON & CABRAL	LEGAL SERVICES MARCH	16,556.75
49084	04/04/2013	Reconciled		16035	PG&E	UTILITIES 2/9/13-3/25/13	15,535.30
49085	04/04/2013	Reconciled		14295	SPRINT NEXTEL COMMUNICATIONS	CELL PHONES	319.21
49086	04/04/2013	Reconciled		19599	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	274.09
49087	04/04/2013	Reconciled		16600	STATIONARY ENGINEERS, LOCAL 39	HEALTH INSURANCE MAY	9,852.00
49088	04/04/2013	Reconciled		21560	US BANK CORPORATE PMT SYSTEM	CREDIT CARD PURCHASES	855.31
49089	04/04/2013	Reconciled		22115	VERIZON CALIFORNIA	PHONE WWTP	142.03
49090	04/05/2013	Printed		30024	FEDERAL TAX PAYMENT	FEDERAL TAX PAYMENT	356.37
49091	04/05/2013	Printed		16019	PAYPAL	PAYPAL PURCHASE	375.95
49092	04/05/2013	Printed		30025	SUTA TAX PAYMENT	SUTA TAX PAYMENT	3,173.50
49093	04/11/2013	Reconciled		01448	AMERIGAS - COLFAX	PROPANE CORP YARD	222.52
49094	04/11/2013	Reconciled		01460	AMERIPRIDE UNIFORM SERVICE	UNIFORMS/SUPPLIES MAR '13	363.12
49095	04/11/2013	Reconciled		02084	BRIGIT BARNES	PLANNING MAR '13	3,520.50
49096	04/11/2013	Reconciled		02200	PHIL BEGIN	EMT CERT	68.00
49097	04/11/2013	Printed		03121	CALIFORNIA BUILDING	PERMIT FEE REPORT 1/1-3/31/13	21.00
49098	04/11/2013	Reconciled		06730	COLFAX FARM AND COUNTRY STORE	WWTP RICE STRAW	21.78
49099	04/11/2013	Reconciled		04234	DE LANG LANDEN	COPY MACHINE CONTRACT3/15-4/14	170.93
49100	04/11/2013	Reconciled		07460	GOLD COUNTRY MEDIA	PUBLIC NOTICE COLFAX MOTOR	158.52
49101	04/11/2013	Reconciled		07594	GRAY ELECTRIC CO.	BALLFIELD LIGHTING DESIGN & I & I MITIGATION	24,398.82
49102	04/11/2013	Reconciled		08050	HACH COMPANY		11,212.50
49103	04/11/2013	Reconciled		08070	HANSEN BROS. ENTERPRISES	BARK DEPOT	864.30
49104	04/11/2013	Reconciled		08660	HUNT AND SONS, INC.	GASOLINE MAR '13	609.43
49105	04/11/2013	Reconciled		09455	INLAND BUSINESS SYSTEMS	COPY MACHINE CONTRACT	126.27
49106	04/11/2013	Reconciled		12181	LAWYERS FOR CLEAN WATER	SETTLEMENT AGREEMENT 3/4	129,907.06
49107	04/11/2013	Reconciled		13560	MUNICIPAL CODE CORPORATION	CODE BOOK UPDATE	6,822.25
49108	04/11/2013	Reconciled		16009	SEAN PATRICK	WWTP CONSULTANT MAR '13	430.00
49109	04/11/2013	Reconciled		16200	PLACER COUNTY SHERIFF DEPT.	SHERIFF'S CONTRACT Q3	141,453.00
49110	04/11/2013	Reconciled		16821	PSOMAS	POND 3 LINER PROJECT	23,399.98
49111	04/11/2013	Reconciled		18400	RIEBES AUTO PARTS	SUPPLIES MAR '13	343.95
49112	04/11/2013	Reconciled		19070	SCORE - SMALL CITIES ORGANIZED	WORKERS COMP 4/1-6/30/13	4,957.00
49113	04/11/2013	Reconciled		22106	VAN GRONINGEN & ASSOCIATES	FINANCE CONSULTANT MAR '13	4,387.50
49114	04/11/2013	Reconciled		23169	WAVE BUSINESS SOLUTIONS	TELEPHONE CITY HALL	205.08
49115	04/11/2013	Reconciled		23301	WESTERN PLACER WASTE	SLUDGE REMOVAL MAR '13	652.37
49116	04/17/2013	Reconciled		01448	AMERIGAS - COLFAX	PROPANE CITY HALL	2,595.66
49117	04/17/2013	Reconciled		04592	DWAYNE ARMSTRONG COMMUNICATION	INTERNET WWTP APRIL	566.89
49118	04/17/2013	Reconciled		08170	HILLS FLAT LUMBER CO	SUPPLIES	1,296.77
49119	04/17/2013	Reconciled		09540	INTERSTATE SALES	VESTS & BARRICADES	323.04
49120	04/17/2013	Reconciled		12564	LORANG BROTHERS CONSTRUCTION	I & I PROJECT	126,297.30

DAILY CASH SUMMARY REPORT

04/01/2013 - 04/30/2013

Page: 1
5/16/2013
1:38 pm

City of Colfax

		Debit	Credit	Net Chng
Fund: 100 - General Fund				
04/04/2013	Daily Totals	3,535.99	0.00	3,535.99
04/08/2013	Daily Totals	2,548.77	0.00	2,548.77
04/10/2013	Daily Totals	53,147.50	0.00	53,147.50
04/12/2013	Daily Totals	28,288.88	0.00	28,288.88
04/15/2013	Daily Totals	14,049.45	0.00	14,049.45
04/16/2013	Daily Totals	1,318.50	0.00	1,318.50
04/22/2013	Daily Totals	1,130.74	0.00	1,130.74
04/25/2013	Daily Totals	354.25	0.00	354.25
Fund: 100 - General Fund	TOTALS:	104,374.08	0.00	104,374.08
Fund: 120 - Land Development Fees				
04/25/2013	Daily Totals	190.80	0.00	190.80
Fund: 120 - Land Development Fees	TOTALS:	190.80	0.00	190.80
Fund: 210 - Mitigation Fees - Roads				
04/15/2013	Daily Totals	46.80	0.00	46.80
Fund: 210 - Mitigation Fees - Roads	TOTALS:	46.80	0.00	46.80
Fund: 211 - Mitigation Fees - Drainage				
04/15/2013	Daily Totals	1.84	0.00	1.84
Fund: 211 - Mitigation Fees - Drainage	TOTALS:	1.84	0.00	1.84
Fund: 212 - Mitigation Fees - Trails				
04/15/2013	Daily Totals	28.13	0.00	28.13
Fund: 212 - Mitigation Fees - Trails	TOTALS:	28.13	0.00	28.13
Fund: 213 - Mitigation Fees - Parks/Rec				
04/15/2013	Daily Totals	66.92	0.00	66.92
Fund: 213 - Mitigation Fees - Parks/Rec	TOTALS:	66.92	0.00	66.92
Fund: 214 - Mitigation Fees - City Bldgs				
04/15/2013	Daily Totals	0.42	0.00	0.42

DAILY CASH SUMMARY REPORT

04/01/2013 - 04/30/2013

Page: 2
5/16/2013
1:38 pm

City of Colfax

		Debit	Credit	Net Chng
Fund: 214 - Mitigation Fees - City Bldgs				
TOTALS:		0.42	0.00	0.42
Fund: 215 - Mitigation Fees - Vehicles				
04/15/2013	Daily Totals	0.15	0.00	0.15
TOTALS:		0.15	0.00	0.15
Fund: 217 - Mitigation Fees - DT Parking				
04/15/2013	Daily Totals	16.02	0.00	16.02
TOTALS:		16.02	0.00	16.02
Fund: 218 - Support Law Enforcement				
04/12/2013	Daily Totals	27,560.40	0.00	27,560.40
TOTALS:		27,560.40	0.00	27,560.40
Fund: 241 - CDBG Housing Rehabilitation				
04/15/2013	Daily Totals	76.98	0.00	76.98
TOTALS:		76.98	0.00	76.98
Fund: 244 - CDBG MicroEnterprise Lending				
04/10/2013	Daily Totals	300.00	0.00	300.00
04/15/2013	Daily Totals	50.06	0.00	50.06
TOTALS:		350.06	0.00	350.06
Fund: 250 - Streets - Roads/Transportation				
04/15/2013	Daily Totals	0.00	16.42	-16.42
TOTALS:		0.00	16.42	-16.42
Fund: 253 - Gas Taxes				
04/02/2013	Daily Totals	3,795.92	0.00	3,795.92
04/15/2013	Daily Totals	36.55	0.00	36.55
04/30/2013	Daily Totals	3,732.05	0.00	3,732.05
TOTALS:		7,564.52	0.00	7,564.52
Fund: 270 - Beverage Container Recycling				

DAILY CASH SUMMARY REPORT

04/01/2013 - 04/30/2013

Page: 3
5/16/2013
1:38 pm

City of Colfax

		Debit	Credit	Net Chng
04/15/2013	Daily Totals	14.77	0.00	14.77
Fund: 270 - Beverage Container Recycling	TOTALS:	14.77	0.00	14.77
Fund: 280 - Oil Recycling				
04/15/2013	Daily Totals	0.00	0.61	-0.61
04/16/2013	Daily Totals	5,000.00	0.00	5,000.00
Fund: 280 - Oil Recycling	TOTALS:	5,000.00	0.61	4,999.39
Fund: 286 - Bricks				
04/15/2013	Daily Totals	3.22	0.00	3.22
Fund: 286 - Bricks	TOTALS:	3.22	0.00	3.22
Fund: 292 - Fire Department Capital Funds				
04/15/2013	Daily Totals	16.72	0.00	16.72
Fund: 292 - Fire Department Capital Funds	TOTALS:	16.72	0.00	16.72
Fund: 350 - Streets Improvements Projects				
04/15/2013	Daily Totals	146.17	0.00	146.17
Fund: 350 - Streets Improvements Projects	TOTALS:	146.17	0.00	146.17
Fund: 560 - Sewer				
04/15/2013	Daily Totals	400.00	327.35	72.65
04/30/2013	Daily Totals	0.00	200.00	-200.00
Fund: 560 - Sewer	TOTALS:	400.00	527.35	-127.35
Fund: 561 - Sewer Liftstations				
04/08/2013	Daily Totals	407.00	0.00	407.00
04/16/2013	Daily Totals	814.00	0.00	814.00
04/22/2013	Daily Totals	407.00	0.00	407.00
Fund: 561 - Sewer Liftstations	TOTALS:	1,628.00	0.00	1,628.00
Fund: 569 - Pond 3 Lining- I&I Repair				
04/05/2013	Daily Totals	320,463.00	0.00	320,463.00

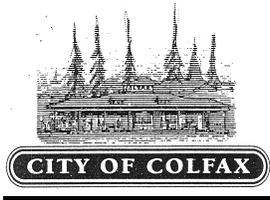
DAILY CASH SUMMARY REPORT

04/01/2013 - 04/30/2013

Page: 4
5/16/2013
1:38 pm

City of Colfax

		Debit	Credit	Net Chng
04/24/2013	Daily Totals	63,466.00	0.00	63,466.00
04/25/2013	Daily Totals	196,500.00	0.00	196,500.00
Fund: 569 - Pond 3 Lining- I&I Repair		TOTALS:	580,429.00	0.00
Fund: 570 - Garbage Fund				
04/15/2013	Daily Totals	10,750.00	0.00	10,750.00
Fund: 570 - Garbage Fund		TOTALS:	10,750.00	0.00
Fund: 572 - Landfill Post Closure Mainten				
04/15/2013	Daily Totals	20,593.13	0.00	20,593.13
Fund: 572 - Landfill Post Closure Mainten		TOTALS:	20,593.13	0.00
GRAND TOTALS:		759,258.13	544.38	758,713.75



**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
May 22nd, 2013**

Agenda Item No.

City Manager's Approval

To: Honorable Mayor and Members of the City Council
From: Alfred A. "Mick" Cabral, City Attorney
Date: May 22, 2013
Subject: Consideration of Adoption of Resolution № 25-2013: A Resolution of the City Council of the City of Colfax Authorizing the Mayor or Mayor Pro Tem to Execute an Employment Agreement with Gabe Armstrong to Serve as Interim City Manager.

Recommended Action: Staff recommends the City Council authorize the Mayor or Mayor Pro Tem to execute an Employment Agreement with Gabe Armstrong to serve as Interim City Manager.

ISSUE STATEMENT AND DISCUSSION: Effective May 9, 2013, City Manager Bruce Kranz was required to resign his position as Colfax City Manager as a result of changes in the law and CalPERS regulations that restrict the ability of CalPERS retirees to work for CalPERS contracting agencies. Colfax is a CalPERS contracting agency. The resignation left a vacancy in the office of City Manager that needs to be filled.

The City Council is considering the best approach for recruiting a full time, permanent City Manager. The Council is evaluating the City Manager's job description and establishing the recruitment process but formal recruitment has not begun. The City needs someone to serve in an interim capacity while it recruits Mr. Kranz's replacement.

Gabe Armstrong is the City's Community Services Director. Based on a May 23, 2012 Organizational Chart, the Community Services Director acts on behalf of the City Manager in his or her absence. Mr. Armstrong is willing to serve in an interim capacity while the Council searches for a permanent replacement.

A draft agreement that will allow Mr. Armstrong to serve as Interim City Manager is included with the agenda materials. The salient provisions of that Agreement are:

1. Mr. Armstrong's salary is increased to \$75,000 per year.
2. Mr. Armstrong has the right to return to his position as Community Services Director once his tenure as Interim City Manager ends. His salary will not be reduced below what he is paid for serving as Interim City Manager.

3. The initial term of this Agreement ends December 31, 2013 or when a new City Manager is hired, whichever is earlier. The termination date was selected because it is anticipated that recruiting a new City Manager will take about six months. If a new City Manager is not hired by December 31, 2013, the Agreement automatically renews for an additional six months subject to review of Mr. Armstrong's compensation.
4. While serving as Interim City Manager, Mr. Armstrong will be able to exercise all of the duties of City Manager enumerated in the Colfax Municipal Code. In addition, he will have the authority to approve contracts up to \$5000 each without prior City Council approval.

Most of the remaining terms of the proposed Agreement are similar to the terms of Mr. Kranz's contract.

FINANCIAL AND/OR POLICY IMPLICATIONS:

This Agreement increases Mr. Armstrong's base compensation to \$75,000 per year.

It is evident that Mr. Armstrong will not be able to perform all duties required of the Community Services Director while serving as Interim City Manager. The Council will need to provide interim support so the duties required of both offices can be fulfilled.

**EMPLOYMENT AGREEMENT
(Interim City Manager)**

THIS EMPLOYMENT AGREEMENT (“AGREEMENT”), is made and entered into effective the 10th day of May, 2013, by and between the City of Colfax, a California Municipal Corporation and general law city (the “City”) and Gabe Armstrong (“Armstrong”), both of whom understand and agree as follows:

RECITALS

This Agreement is made with respect to the following facts:

- A. The City is in the process of recruiting a replacement for its former City Manager, Bruce Kranz (“Kranz”).
- B. Armstrong is presently the Community Services Director for the City and is an experienced and qualified administrator capable of serving the City as its Interim City Manager while the City recruits Kranz’s replacement.
- C. The City wishes to employ Armstrong as its Interim City Manager while the City recruits Kranz’s replacement, subject to the following terms and conditions.
- D. Armstrong desires to accept employment by the City as its Interim City Manager while the City recruits Kranz’s replacement, subject to the following terms and conditions and subject to Armstrong’s right to return to his present position as Colfax Community Services Director once his service as Interim City Manager is concluded.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises, terms and conditions of this Agreement, the City and Armstrong agree as follows:

Section 1. Employment.

A. The City hereby employs Armstrong as full time Interim City Manager of the City (“Interim City Manager”) to perform the duties and functions identified in Colfax Municipal Code Chapter 2.08, and other duties and functions as the Mayor and/or the City Council assign either orally or in writing to Armstrong. Armstrong hereby accepts employment as Interim City Manager of the City subject to the terms and conditions of this Agreement and agrees (1) to devote all of his productive time, attention and energies to performing all such duties and functions in a professional and ethical manner to the best of his skill and ability and (2) to use his best efforts to promote and advance the interests of the City. The Interim City Manager shall have the authority to execute contracts on behalf of and bind the City for amounts up to and including \$5000 per contract. With this exception, Armstrong further agrees that he has no

authority to bind the City or any of its elected or appointed officials or commit the City to any course of action without the duly authorized written consent of the Mayor and/or the City Council. Armstrong acknowledges that the position of Interim City Manager is a position of high visibility before the public and agrees that he shall conduct himself before the public and City staff, both during and outside of regular working hours, in a manner that reflects favorably on the City.

B. Armstrong understands and agrees that the position of Interim City Manager is not a part time position and will require Armstrong to work greater than a customary forty hour week. Although City Hall is generally open to the public Monday through Friday, Armstrong shall perform his obligations as full time Interim City Manager on such evenings, weekends and other times as are reasonably necessary for him to do so.

Section 2. No Other Employment.

A. Armstrong agrees not to undertake any other employment during the term of this Agreement. Armstrong further agrees to confer with the Mayor and/or the City Council before undertaking any projects for organizations other than the City which may require a substantial time commitment by Armstrong.

B. The foregoing notwithstanding, nothing in this Agreement shall adversely affect Armstrong's employment as Colfax Community Services Director. Armstrong shall be and remain the Colfax Community Services Director during the entire term of this Agreement and shall return to the position of Colfax Community Services Director upon the conclusion, expiration or termination of this Agreement, at the same annual salary he is paid for serving as Interim City Manager.

Section 3. Employment Agreement Controls.

In the event of any conflict or ambiguity between the terms of this Agreement and the Colfax Municipal Code Chapter 2.08, the terms of this Agreement shall control.

Section 4. At-Will Employment.

A. This Agreement is effective May 10, 2013. The City and Armstrong anticipate that it will take the City approximately 6 months for Kranz's replacement to be hired and assume office. Therefore, this Agreement will expire at 11:59pm on December 31, 2013 or when the replacement for Kranz assumes office, whichever is earlier, unless it is earlier terminated or extended by mutual written agreement. If a replacement for Kranz is not hired and performing the functions of Colfax City Manager by December 31, 2013, this Agreement shall automatically renew and remain in effect for a period of six months or until a replacement for Kranz is hired, whichever occurs first. Upon any renewal or extension of this Agreement, the City and Armstrong will review and consider adjusting Armstrong's salary for serving as Interim City Manager.

B. Armstrong agrees that he serves in the position of Interim City Manager at the pleasure of the City. Either the City or Armstrong may, consistent with the provisions of Section 5 of this Agreement, terminate this Agreement and the relationship created hereby at any time for any reason with or without Good Cause or prior notice provided, however, that terminating Armstrong's position as Interim City Manager shall not terminate his position as Colfax Community Services Director.

Section 5. Termination of Agreement.

A. Armstrong may terminate this Agreement and resign as Interim City Manager at any time, for any reason, upon 30 days prior written notice to the City. Upon receipt of written notice from Armstrong, the City may elect to immediately remove Armstrong from his position as Interim City Manager or to allow Armstrong to remain as Interim City Manager for all or any part of the 30 day notice period.

B. If the City elects to terminate this Agreement and Armstrong's employment as Interim City Manager without Good Cause as defined in Section 5 C (iii) of this Agreement ("Good Cause"), then as of the effective date of termination the City will pay Armstrong for all earned pay and accrued, unused vacation benefits up to but not including the effective date of termination, less legally required withholdings. If the City elects to terminate this Agreement and Armstrong's employment as Interim City Manager without Good Cause, it shall not be required to provide any reasons for that decision to Armstrong or anyone else.

C. (i) If the City elects to terminate this Agreement for Good Cause, it will at Armstrong's election pay Armstrong for all earned pay and accrued, unused vacation benefits at the time it notifies Armstrong of the termination decision, less legally required withholdings. Armstrong will be entitled to no pay or benefits as Interim City Manager after the date that the City notifies him that this Agreement and his employment as Interim City Manager by the City are being terminated for Good Cause. If the City elects to terminate this Agreement with Good Cause, it will provide Armstrong with a brief, written explanation for that decision sent to Armstrong's last known home address. Armstrong shall have no right to be heard publicly by the City Council prior or subsequent to a final vote on his termination and hereby waives any right to be heard publicly under the provisions of the Colfax Municipal Code, applicable law or otherwise. Armstrong shall have the right to meet with the City Council in closed session for the purpose of discussing the basis for his proposed termination for Good Cause prior to a final vote on his termination for Good Cause. In order to exercise that right, he must provide a written request to meet in closed session to the Mayor of the City within fifteen days of the effective date of his termination for Good Cause. Failure to timely provide such written notice shall constitute a waiver of the right to be heard.

- (ii) If the City Council proposes to terminate this Agreement and Armstrong's employment as Interim City Manager for Good Cause, the City Council may consider granting Armstrong, upon Armstrong's request, the opportunity to cure the proposed reason for termination within a thirty (30) business day period after Armstrong is advised of the reason the City Council is considering termination of this Agreement and Armstrong's employment as Interim City Manager.
- (iii) For purposes of this Agreement, the Interim City Manager may be discharged only for Good Cause, and Good Cause includes without limitation, as determined in the sole discretion of the City, any of the following: (1) neglect of or failure to adequately perform the essential duties or functions of Interim City Manager, (2) insubordination, (3) dishonesty, (4) embezzlement, (5) violation of Federal, State or local requirements pertaining to conflict of interest, (6) appearance of a conflict of interest, (7) conviction of a criminal act, other than minor traffic violations or similar offenses, which is likely to have a material adverse impact on the City or Interim City Manager's reputation, (8) involvement in any act involving moral turpitude that would compromise Armstrong's effective performance as Interim City Manager, (9) taking a position adverse to the interests of the City without the City's prior written consent, (10) violation of any fiduciary duty owed to the City, (11) proven failure of Armstrong to observe or perform any of his duties and obligations under this Agreement, if that failure continues for a period of thirty (30) business days after Armstrong receives written notice from the City Council specifying the acts or omissions deemed to constitute that failure or (12) inability to perform the essential duties and functions of the Interim City Manager position as referred to in Section 6 of this Agreement.
- (iv) If termination of this Agreement is the result of the death of Armstrong, the City shall pay all salary and benefits due up to and including Armstrong's date of death to Armstrong's legal heir(s).

D. In the event this Agreement is terminated by the City or Armstrong for any reason, the City and Armstrong agree that neither party shall make any written or oral statements to members of the public, the press, or any City employee concerning Armstrong's termination except in the form of a joint press release or statement which is mutually agreeable to both parties. The joint press release or statement shall not contain any text or information that is disparaging to the City or Armstrong. Either party may orally repeat the substance of the joint press release or statement in response to any inquiry.

E. In no case shall the termination of Armstrong's employment as Interim City Manager also terminate his employment as Colfax Community Services Director. Upon the expiration or termination of this Agreement or Armstrong's position as Interim City Manager, Armstrong shall resume his employment as Colfax Community Services Director and be allowed to remain in that

position unless his performance as Colfax Community Services Director warrants termination for Good Cause independent of the basis or reason for terminating this Agreement or his position as Interim City Manager. Armstrong's salary shall not be reduced below his annual salary for serving as Interim City Manager when he resumes performance as Colfax Community Services Director.

Section 6. Inability To Perform Essential Duties and Functions.

Armstrong agrees that if he is unable to perform the essential duties and functions of the Interim City Manager position for any reason for more than 60 consecutive calendar days, the City may terminate this Agreement. If the City elects to terminate this Agreement based on Armstrong's inability to perform the essential duties and functions of the Interim City Manager position, it will so advise Armstrong in a writing sent to Armstrong's last known home address. At the time the City provides such notice, it will pay Armstrong for all earned pay and accrued, unused vacation benefits, less legally required deductions.

Section 7. Compensation

A. Salary

The City agrees to pay Armstrong for the performance of his duties and functions an initial annual salary of \$75,000.00, less legally required deductions. Such salary will be in lieu of Armstrong's salary as Colfax Community Services Director and shall be paid in installments at the same time that other employees of the City are paid. The City shall have the right to increase Armstrong's base annual salary at any time. Any adjustment to Armstrong's salary must be authorized in writing by the City. Armstrong shall not be entitled to receive payment or credit for, and the City shall not pay or credit Armstrong for, overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. Armstrong acknowledges that the position of Interim City Manager is exempt from the provisions of the Fair Labor Standards Act (FLSA).

B. Performance Based Bonus

If the City, in its sole discretion, concludes that Armstrong has performed satisfactorily as Interim City Manager, the City may award Armstrong a performance based bonus of not more than 10% of his then base annual salary, which bonus may be paid to Armstrong in the form of additional salary, additional benefits or in such other manner as Armstrong and the City agree. Any bonus paid pursuant to this Section shall not, unless otherwise specified in writing, constitute or create an increase in Armstrong's base annual salary.

Section 8. Benefits.

During the term of this Agreement and his employment hereunder, Armstrong shall be entitled to receive the same benefits he presently receives as Colfax Community Services Director

Section 9: Performance Evaluations

The City shall review and consider Armstrong’s performance as Interim City Manager as close as reasonably possible to the date upon which this Agreement expires or is otherwise terminated. The review shall be discussed with Armstrong and reduced to writing, and shall only cover the annual period of performance being reviewed.

Section 10. Confidential Information.

Armstrong agrees that he will not reveal any confidential information about the City or City employees that he learns while performing the duties and functions of Interim City Manager.

Section 11. City Property.

Armstrong agrees that all materials, regardless of their form, that he receives, creates or produces in connection with this Agreement and/or his employment as Interim City Manager are and will remain the exclusive property of the City. Armstrong will immediately deliver all originals and all copies of such materials that are in his possession or control to the City upon termination of this Agreement or upon any request from the Mayor and/or the City.

Section 12. Assistance in Litigation.

Armstrong agrees that he will furnish information and proper assistance to the City as it may reasonably require with any litigation in which it is or may become involved, either during or after the termination of this Agreement. Armstrong further agrees that he will not discuss, reveal or convey any information or documents pertaining to the City to any person or entity, or to any attorney for or representative of any person or entity, with actual or potential claims adverse to the City except pursuant to duly issued legal process or as otherwise authorized by the City. Armstrong agrees to notify the City immediately upon receipt of any legal process pertaining to the City.

Section 13. Alternative Dispute Resolution

(a) Armstrong and the City agree that in the event there is a dispute that arises from or relates to this Agreement, to Armstrong’s employment as Interim City Manager or his termination or resignation from that position, or to the amount of pay or benefits which Armstrong is owed by the City, then before resorting to mediation, arbitration or other legal

process, Armstrong and a committee of two elected City Council members appointed by the Mayor and approved by a majority of the City Council shall first meet and confer and attempt to amicably resolve any such dispute subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 30 days after provision of that written notice by the party desiring to meet and confer, Armstrong and a committee of two elected City Council members appointed by the Mayor and approved by a majority of the City Council and shall meet in person and attempt to amicably resolve their dispute. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in sub-Section 13 (b) below. Any resolution shall be subject to approval by a majority of the City Council.

(b) Subject to the provisions of sub-Section 13 (a), any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service (JAMS) or any other comparable service that the parties mutually agree upon or that is assigned by order of a court of competent jurisdiction. If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

(c) If mediation is unsuccessful, then before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties shall submit selection of an arbitrator to the mediator, whose selection of an arbitrator shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Office of the Judicial Arbitration and Mediation Service (JAMS) or any other comparable service that the parties mutually agree upon. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement. The award of the arbitrator shall be subject to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. The City shall pay the costs incurred with JAMS or such other comparable service for the arbitration. The arbitration hearing shall last as long as is reasonably necessary for the arbitrator to decide all issues in dispute. Both parties shall be allowed to present to the arbitrator all legal and equitable claims available to them under law.

Section 14. Governing Law.

This Agreement will be construed and enforced in accordance with the laws of the State of California.

Section 15. Headings.

The headings used in this Agreement are provided for convenience only and may not be used to construe meaning or intent.

Section 16. Assignment.

Neither this Agreement nor any interest in this Agreement may be assigned by Armstrong without the prior express written approval of the City.

Section 17. Severability.

If any provision or portion of this Agreement is held to be invalid or unenforceable, this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable provision(s) or portion(s) had never been included.

Section 18. Notices.

Notices pursuant to this Agreement will be deposited with the United States Postal Service, postage prepaid and addressed as follows:

City: Mayor's Office
City of Colfax
P.O. Box 702
Colfax, CA 95713

Armstrong:

Gabe Armstrong
Colfax City Hall
P.O. Box 702
Colfax, CA 95713

Section 19. Modification.

This Agreement may only be modified in a writing signed by Armstrong and the City.

Section 20. Entire Agreement.

This Agreement supersedes any and all other agreements, either oral or in writing, and contains all agreements between Armstrong and the City regarding his employment as Interim City Manager. Armstrong and the City agree that no representations, inducements, promises or

agreements, oral or otherwise, have been made to either party, or anyone acting on behalf of either party, which are not stated herein, and that no agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

Section 21. Effective Date.

This Agreement will become effective on May 10, 2013.

City of Colfax

By: _____
Donna Barkle
Mayor, City of Colfax

By: _____
Tony Hesch
Mayor, City of Colfax

Gabe Armstrong
Interim City Manager

ATTEST:

Karen Pierce
City Clerk

City of Colfax

Resolution № 25-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX
AUTHORIZING THE MAYOR OR MAYOR PRO TEM
TO EXECUTE AN AGREEMENT WITH GABE ARMSTRONG
TO SERVE AS INTERIM CITY MANAGER**

Whereas, the office of City Manager of the City of Colfax is vacant; and

Whereas, the City Council is revising the job description for City Manager and formulating a process for recruiting an individual to fill that office; and

Whereas, the City Council has determined to fill the office of City Manager on an interim basis while it recruits an individual to replace the former City Manager; and

Whereas, Gabe Armstrong, who is the City's Community Services Director, is willing to serve as Interim City Manager while the City Council conducts the recruitment process; and

Whereas, the City Council has determined that it is in the best interests of the City to appoint Mr. Armstrong as Interim City Manager under the terms and conditions of the attached Employment Agreement (Interim City Manager).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLFAX as follows:

1. The Mayor is hereby authorized to execute on behalf and in the name of the City of Colfax an Employment Agreement with Gabe Armstrong to serve as Interim City Manager in the form attached to this Resolution. In the event the Mayor is for any reason unable to execute that Agreement, the Mayor Pro Tem is authorized to execute it in her place and stead.

2. The City is hereby authorized to appropriate and encumber sufficient funds to pay for the services provided for in said Agreement.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 22nd day of May 2013 by the following roll call vote of the Council:

Ayes:

Noes:

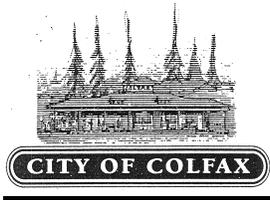
Absent:

Abstain:

Tony Hesch, Mayor Pro Tem

ATTEST:

Karen Pierce, City Clerk



**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
May 22, 2013**

Agenda Item No.

To:	Honorable Mayor and Members of the City Council
From:	Gabe Armstrong, Interim City Manager
Date:	May 9, 2013
Subject:	Consideration of Adoption of Resolution № 24-2013: A Resolution Approving Amendment #1 To Contract #13143 With County Of Placer, Office Of Sheriff-Coroner-Marshal Increasing Payment For Law Enforcement Services For Fiscal Year July 1, 2013 – June 30, 2014

Recommended Action: Adopt Resolution № 24-2013

ISSUE STATEMENT AND DISCUSSION:

Effective July 1, 2012, the City and Placer County executed a three-year agreement for the provision of law enforcement services by the Placer County Sheriff –Coroner-Marshals Office. That contract expires June 30, 2015. The base contract price for those services was \$565,811 for Distal Year July 1, 2012 -June 30, 2013. The contract anticipates annual adjustments to account for increases in salaries, liability insurance, vehicle rates and overall cost of living.

The attached amendment to the Sheriff’s contract includes an increase of \$37,621 for Fiscal Year 2013 – 2014. This represents a 6.65% increase over Fiscal Year 2012 – 2013. Payments in the amount of \$150,858 each will be paid quarterly beginning October 1, 2013.

FINANCIAL AND/OR POLICY IMPLICATIONS:

This Amendment increases annual contract payments by \$37,621 to \$603,432 for Fiscal Year 2013-2014.

BEGINS: July 1, 2013
ADMINISTERING AGENCY: Sheriff-Coroner-Marshal

CONTRACT NO. 13143
AMENDMENT NO. 1

DESCRIPTION: Contract amendment between County of Placer, Office of the Sheriff-Coroner-Marshal and City of Colfax providing the annual update to the costs for FY 2013-2014

THIS AMENDMENT is made as of the 1st day of July, 2013, by and between the COUNTY OF PLACER, Office of the Sheriff-Coroner-Marshal, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the CITY OF COLFAX, a municipal corporation, hereinafter referred to as "CITY."

The CITY is desirous of services and the COUNTY is willing to provide the services. **Section 6. PAYMENT FOR SERVICES:** is modified to reflect the annual update of costs.

The cost of performing law enforcement for the year beginning July 1, 2013, and ending June 30, 2014 both dates inclusive, is agreed in the amount for base level services of \$603,432 (SIX HUNDRED THREE THOUSAND FOUR HUNDRED THIRTY-TWO DOLLARS) per attached Exhibit A. This sum shall be paid in four quarterly installments of \$150,858 (ONE HUNDRED FIFTY THOUSAND EIGHT HUNDRED FIFTY-EIGHT DOLLARS) to be paid on October 1, 2013, January 1, 2014, April 1, 2014, and June 30, 2014 unless further amended to reflect the results of the DSA negotiations. The COUNTY will provide estimates adjusting salaries and Cost of Living to the CITY each year for adoption effective July 1 with an amendment.

IN WITNESS THEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF COLFAX

COUNTY OF PLACER

BY: _____
MAYOR, CITY OF COLFAX

BY: _____
CHAIR, BOARD OF SUPERVISORS

BY: _____
PLACER COUNTY SHERIFF

APPROVED AS TO FORM

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY

BY: _____
COUNTY COUNSEL

Attachment: Exhibit A

CITY OF COLFAX

RESOLUTION № 24-2013

APPROVING AMENDMENT #1 TO CONTRACT #13143 WITH COUNTY OF PLACER, OFFICE OF SHERIFF-CORONER-MARSHAL INCREASING PAYMENT FOR LAW ENFORCEMENT SERVICES FOR FISCAL YEAR JULY 1, 2013 – JUNE 30, 2014

WHEREAS, the County of Placer, Office of the Sheriff-Coroner-Marshal (“County”) and the City of Colfax (“City”) are parties to Contract #13143 (the “Contract”) for the provision of law enforcement services by the County to the City; and

WHEREAS, the County has submitted Contract Amendment #1 which provides for an increase in the cost of providing base law enforcement services to the City to \$603,432.00 for Fiscal Year July 1, 2013 – June 30, 2014; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to approve Amendment #1 to the Contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax as follows:

1. The foregoing recitals are true and correct statements of fact and are incorporated into this Resolution by this reference.
2. The Mayor and Interim City Manager are hereby authorized to execute on behalf of the City Amendment #1 to Contract #13143 between the City and County in the form attached to this Resolution and to appropriate and expend all City funds needed to perform the City’s obligation under the Contract and said Amendment #1

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 22nd day of May, 2013 by the following vote of the Council:

Ayes:

Noes:

Absent:

Abstain:

Tony Hesch, Mayor Pro-Tem

ATTEST:

Karen Pierce, City Clerk