CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

MAYOR TOM PARNHAM • MAYOR PRO-TEM STEVE HARVEY
COUNCILMEMBERS • KIM DOUGLASS • TONY HESCH • WILL STOCKWIN

REGULAR MEETING AGENDA
June 22, 2016
Regular Session 7:00 PM

1) OPEN REGULAR MEETING

1A. **Call to Order**
1B. **Pledge of Allegiance**
1C. **Roll Call**
1D. **Approval of Agenda Order**

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

RECOMMENDED ACTION: By motion, accept the agenda as presented or amended.

2) CONSENT CALENDAR

Matters on the Consent Agenda are routine in nature and will be approved by one blanket motion with a Council vote. No discussion of these items ensues unless specific items are pulled for discussion and separate action. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the City staff.

RECOMMENDED ACTION: Approve Consent Calendar

2A. **Minutes City Council Meeting of June 8, 2016**
Recommendation: Approve the Minutes of the Regular Meeting of June 8, 2016.

2B. **Sheriff Contract**
Recommendation: Adopt Resolution 21-2016 approving the contract with County o Placer, Office of Sheriff-Coroner-Marshal for law enforcement services for fiscal Year July 1, 2016 – June 30, 2017.

2C. **Declaration of Election and Requesting Consolidation and Election Services by the County Clerk.**
Recommendation: Approve Resolution 22-2016 declaring an election to be held in its jurisdiction; requesting the Board of Supervisors to consolidate this election with any other election conducted on said date; and requesting election services by the County Clerk.

2D. **Interim City Manager for Signature Authority**.
Recommendation: Approve Resolution No. 23-2016 appointing Wes Heathcock as Interim City Manager.

2E. **Recology Contract Extension Update**
Recommendation: For information only

3) COUNCIL, STAFF AND OTHER REPORTS

The purpose of these reports is to provide information to the Council and public on projects, programs, and issues discussed at committee meetings and other items of Colfax related information. No decisions will be made on these issues. If a member of the Council prefers formal action be taken on any committee reports or other information, the issue will be placed on a future Council meeting agenda.

3A. **Committee Reports and Colfax Informational Items - All Councilmembers**
3B. **City Operations Update – City staff**
3C. **Additional Reports – Agency partners**

4) PUBLIC COMMENT

Members of the audience are permitted to address the Council on matters of concern to the public within the subject jurisdiction of the City Council that are not listed on this agenda. Please make your comments as brief as possible; not to 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.

5) COUNCIL BUSINESS

5A. **Introduction and First Reading of Ordinance of the City of Colfax Regulating Marijuana Cultivation, Dispensary, Delivery and Use.**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Introduce the proposed Ordinance 529, an Ordinance of the City of Colfax amending the Colfax Municipal Code Chapter 17.162 covering cultivation, dispensaries, use delivery, and revenue requirements of medical marijuana in the City of Colfax, by title only, waive the first reading and continue for a second reading at the July 13, 2016 City Council meeting..

5B. **City Manager Contract**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Review the proposed draft City Manager Contract, receive any public comment, amend as appropriate and approve Resolution 24-2016.

6) ADJOURNMENT

I, Lorraine Cassidy, City Clerk for the City of Colfax declare that this agenda was posted at Colfax City Hall and the Colfax Post Office. The agenda is also available on the City website at www.Colfax-ca.gov.

Lorraine Cassidy, City Clerk

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.

City of Colfax
City Council Minutes
Regular Meeting of Wednesday, June 8, 2016
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 OPEN REGULAR MEETING

1A. **Call to Order**
Mayor Parnham called the Open Session to order at 7:02PM.

1B. **Pledge of Allegiance**
Councilmember Stockwin led the Pledge of Allegiance.

1C. **Roll Call**
Council members present: Douglass, Harvey, Hesch, Parnham, Stockwin

1D. **Approval of Agenda Order**
City Manager Miller asked to remove item 6E from the agenda.
On a motion by Mayor Pro Tem Harvey, seconded by Councilmember Hesch, the City Council approved the agenda as modified.
AYES: Douglass, Harvey, Hesch, Parnham, Stockwin

2 CONSENT CALENDAR

2A. **Minutes City Council Meeting of May 25, 2016**
Recommendation: Approve the Minutes of the Regular Meeting of May 25, 2016.

2B. **Minutes Special City Council Meeting of May 24 and 25, 2016**
Recommendation: Approve the Minutes of the Special Meeting of May 24 and May 25, 2016.

2C. **Delinquent Garbage Collection**
Recommendation: Adopt Resolution 17-2016 confirming the Report of Delinquent Waste Collection Accounts and placing liens on said properties and Special Assessments upon property taxes pursuant to City of Colfax Municipal Code Section 8.20.130.

2D. **Annual Sewer Impact Fee Increase**
Recommendation: Adopt Resolution 18-2016 approving the Annual Sewer Impact Fee Increase effective July 1, 2016.

2E. **East Oak Street ADA Improvements Project – Notice of Completion**
Recommendation: Adopt Resolution 19-2016 accepting the improvements constructed with the East Oak Street Pedestrian and ADA Improvement Project and authorizing the City Manager to file the Notice of Completion.

2F. **Letter Opposing the Governor's By Right Housing Proposal**
Recommendation: Authorize a letter of opposition to state officials regarding the Governor's By Right Housing Proposal.

Items 2C and 2D were pulled for discussion.

On a motion by Mayor Pro Tem Harvey and seconded by Councilmember Stockwin Council approved Items 2A, 2B, 2E and 2F.
AYES: Douglass, Harvey, Hesch, Parnham, Stockwin

Item 2C Delinquent Garbage Collection

Councilmember Stockwin enquired why the list of liens included deceased persons. City Manager Miller responded the lien is against the property and the City uses the County owner of record, the property may be in probate or some other legal action.

On a motion by Mayor Pro Tem Harvey, seconded by Councilmember Stockwin, Council adopted Resolution 17-2016 confirming the Report of Delinquent Waste Collection Accounts and placing liens on said properties and Special Assessments upon property taxes pursuant to City of Colfax Municipal Code Section 8.20.130.

Item 2D Annual Sewer Impact Fee Increase

Mayor Pro Tem Harvey inquired if this fee should be included in a new study to verify the increase is appropriate. City Manager Miller concurred this fee is scheduled to be included in a comprehensive review of the City fee schedules.

On a motion by Mayor Pro Tem Harvey and a second by Councilmember Stockwin, Council adopted Resolution 18-2016 approving the Annual Sewer Impact Fee Increase effective July 1, 2016.

3 COUNCIL, STAFF, AND OTHER REPORTS

3A. Committee Reports and Colfax Informational Items – All Councilmembers

Councilmember Hesch

- Councilmember Hesch complimented Sergeant Conners and the deputies for a high level of presence in last few weeks, especially after hours.
- He applauded the efforts of a Union Pacific law enforcement officer who interceded and apprehended the perpetrator of an arson attempt.
- He suggested the City consider adding parking spaces at the park in anticipation of increased traffic from the new skatepark. City Manager Miller stated City staff is exploring ways to alleviate potential congestion. Community Services Director Heathcock has arranged used of the Corp Yard as overflow and will contact the VFW to request using parking spaces at the Veteran's Hall as overflow as well.
- He asked if there has been follow-up regarding vandalism to the Water Tank that was reported during public comment at the previous meeting.
- He also enquired if the Corp Yard has been considered as a feasible location for the skatepark. Does the suggestion have merit?
- He also requested the proposed Ordinance for Medical Marijuana include the process for selecting dispensaries or to use a publicized Request for Proposal Process.
- He attended the Supervisor's Coffee and reported many topics were covered as well as congratulations to Supervisor Montgomery for her successful bid for re-election.

Councilmember Stockwin

- Councilmember Stockwin reported from the Placer Sierra Fire Safe Council meeting. The City is listed on the State Hazard Map as a Hot Zone due to public utility structures and will consequently be subject to stricter fire regulation.
- He provided copies of a very informative Bark Beetle handout to be made available to the public.

Councilmember Douglass

- Councilmember Douglass attended the High School Graduation. The graduating class is very impressive having earned over $600,000 in scholarships. Ninety percent of the graduating class will go on to higher education.
- He attended the Memorial Day ceremony at the Colfax Cemetery.
- He met with Placer County Tax Collector/Treasurer Jenine Windeshausen in preparation for an opportunity for Colfax to join the County in a program that may allow the City to have its own energy sources.

Mayor Pro Tem Harvey

- Mayor Pro Tem Harvey asked if the process of selecting medical marijuana dispensaries could include a franchise fee in the request for proposal. City Attorney Cabral stated a license fee is a possibility.

Mayor Parnham

- Mayor Parnham was pleased to present awards to the Student Council members during the Eighth Grade graduation. It's a great school!
- He is pleased the Splash Park is open.

3B. **City Operations – City Staff**

City Manager Miller

- City Manager Miller stated the City is negotiating with a candidate for City Manager, there is nothing to report, but staff is optimistic.
- The City of Colfax will be hosting the Placer County Elected Officials Dinner on July 28th. The topic will be Colfax History and Future as a Transportation Gateway over the Sierra. Save the date!
- The Splash Park is now open seven days a week from 11AM to 7PM. It has been extremely busy.
- The Notice of Completion for the East Oak Street Sidewalk Project was approved under the consent calendar tonight and staff has plans to continue to improve the corridor.
- Engineering plans for the N. Main Street Bike Route Project are complete. Staff will bring the plans to Council for approval soon, and then submit to the California Transportation Commission for funding authorization. City Manager Miller handed out a diagram illustrating the plans.
- He also gave Council a hand out diagramming the plans to improve the Recycling Center by the Corp Yard. This is a joint project with the County. The design was funded by the County and the improvements will be paid by AB 939 restricted funds already received by the City. Staff will bring the project to Council shortly.
- Some paver and maintenance improvements are being planned and funded by a young man working on his Eagle Scout rank.
- Flag Day is coming June 14th. It would be great if the flags could be flown on Main Street. Foxey McCleary offered to follow up on behalf of the VFW.

3C. **Additional Reports – Agency Partners**

Sergeant Conners, Placer County Sheriff's Office Colfax Substation Commander

- Sergeant Conners gave a report of arrests and activities of Colfax deputies including arresting the suspect in multiple robberies and a large methamphetamine bust. Deputies and the department are increasing resources to deal with transient issues.
- He announced the free-lunch program at the Methodist Church will continue through the summer for anyone under 18 years of age.
- The Substation Grand Opening will be in July
- The Skatepark is still in the design process. $25,000 has been raised so far. Once the design is completed, Sergeant Conners plans to solicit local corporations for donations.

Sean Lomen, Colfax Volunteer Fire Department (CVFD)

- Captain Lomen responded to Councilmember Stockwin's question regarding a helicopter landing at the Ballpark. The helicopter was called in to handle a medical emergency which occurred when 2 players collided during a baseball game.
- He reported the CVFD responded to 54 calls last month. The largest fire was set by transients behind the site of the old Dingus McGee's building.
- The CVFD received 4 bids for the new fire truck and three were accepted. He hopes to bring the winning bid to Council for approval and authorization soon.
  Mayor Pro Tem Harvey stated the brush clearing at the ball park looks great.

Frank Klein, President of the Colfax Area Chamber of Commerce

- Mr. Klein stated the All Organizations meeting was held last week. The cooperation among groups is growing and he hopes the trend continues.
- The next mixer will be June 23rd at the Colfax Mini Storage. He encouraged Council to attend.

Kristy Brothers, Colfax Green Machine and July 3rd Celebration Chairman

- Ms. Brothers gave a thorough report of plans for the 3rd of July Celebration. The event promises to be a full day of family fun. She thanked the Chamber for their support and mentioned fundraising is ongoing. T-shirts and stickers are on sale. The Green Machine is still accepting applications for vendors. Volunteers are needed and more information is available at www.colfaxjuly3rd.com.
  Councilmember Hesch thanked Ms. Brothers for her hard work. Councilmember Douglass suggested she contact the Colfax Record for an article about 3rd of July Celebration.

4 PUBLIC COMMENT

Foxey McCleary, Colfax resident

- Stated she is present to represent the VFW. The Club would like to be a vendor for the July 3rd Celebration. She will talk with the group about posting the flags for Flag Day.

Larry Hillberg, Colfax resident

- Spoke against locating the Skatepark in the ballpark area, stating he will be sending an email to Council regarding the City's Park and Recreation Master plan. He asked to have the skatepark back on the agenda for further discussion. He stated that a park which requires fences, gates and cameras is in the wrong place.

5 PUBLIC HEARING

5A. **Second Reading of Ordinance No. 528: An Ordinance Of The City Of Colfax Authorizing Collection Of Delinquent Sewer Service Charges On The Placer County Secured Tax Roll For Fiscal Year 2016-2017 and Amending the Ordinance to Allow a Resolution in Future Years.**

City Manager Miller remarked changing the ordinance to allow a resolution or an ordinance will be less costly and more efficient for this yearly process.
There were no comments from Council or the public.
Mayor Parnham closed the hearing.

On a motion by Mayor Pro Tem Harvey and a second by Councilmember Douglass, City Council waived the second reading, reading by title only, and adopted Ordinance No. 528 to be effective 30 days thereafter.
Ayes: Douglass, Harvey, Hesch, Parnham Stockwin

On a motion by Councilmember Hesch and seconded by Mayor Pro Tem Harvey, City Council approved Resolution No. 20-2016 requesting collection of Sewer Service Charges on the Placer County Tax Roll for Tax Year 2016-2017.
Ayes: Douglass, Harvey, Hesch, Parnham Stockwin

6 COUNCIL BUSINESS

6A. **Finalizing Marijuana Ballot Measure Wording**

STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Review ballot wording, and direct staff to make any changes appropriate.

City Manager Miller stated there are five choices of ballot wording. Council needs to finalize the wording tonight in order to submit the election request to the County by their July 6th deadline.
Council discussed the permutations of the ballot measure wording and suggested several refinements to the proposed wording. Council chose the following wording to bring to a vote:

Shall the City of Colfax adopt an ordinance which

(A) Allows and regulates marijuana dispensaries, cultivation, delivery and use, and

(B) Imposes a sales tax of up to fifteen percent (15%) on the sale of marijuana and marijuana products, which shall be in addition to established municipal and state taxes on such sales, and

(C) Dedicates all revenues derived from such tax to reduce City business and residential sewer service charges.

Once the ballot measure is selected, the City Attorney will write an impartial analysis. Arguments in favor or against should not be written by Council.
Jim Dion, owner of the Colfax Theater, stated putting this measure on the ballot is a waste of money – Council should just allow him to operate the business which he closed in 2012 and then would begin collecting revenues immediately.

Suzanne Roberts, property owner, is against having this issue on the ballot. She feels the wording should include the phrase "medical marijuana", and it is wrong to give people a "carrot" to prostitute their town with a marijuana dispensary in exchange for the promise of lower sewer bills.

On a motion by Councilmember Stockwin and a second by Councilmember Douglass, Council took a roll-call vote on the previously stated ballot wording.

Ayes: Douglass, Parnham, Stockwin
Noes: Harvey, Hesch

The motion passed.

6B. **Future Land Use Considerations for Maidu Village**
STAFF PRESENTATION: Property Owner Representative – Jeff Bordelon
RECOMMENDATION: For Information Only
City Manager Miller introduced Mr. Bordelon who represents the owners of the 8 acre property between Mountain Village and McDonalds.

Mr. Bordelon stated this is the 3rd year in a row he has spoken to Council regarding his client's desire to develop the property. He is pleased with the progress made towards approval of a roundabout for ingress and egress of the property. He requested a clear path for development of the property, a written notice of City support for a roundabout as opposed to a stop light, a written note that his clients will receive an $8,000 credit to compensate for fees paid several years ago, clarification of the zoning for the property, and a change in the General Plan traffic element to allow development of the property. He stated a gas station owner has made an offer on the property but is not willing to delineate a second use for the property before development. The City has implied that a second decision is required before it will allow development. He stated this is an unreasonable demand/request and the City has no legal standing. The owners may lose another buyer because of this. He requested a follow up meeting with the entire Council.

City Manager Miller replied to Mr. Bordelon's points

- The budget includes funds to analyze Capital Improvement Projects as well as a roundabout
- Levels of Service and traffic studies are slated for the Planner to analyze soon
- Zoning changes are in progress
- Council agreed to a credit to compensate for high pre-development fees
- City Manager Miller will include an outline for development of the property in transition notes for the next Manager
- He plans to schedule a committee meeting soon

Councilmember Hesch would like to see plans for development to move forward. He realizes that the challenge is largely because the original owners didn't make a master plan for smooth development and this last section is now difficult to develop because the infrastructure was left to the last bit.

Mayor Pro Tem Harvey expressed frustration for Mr. Bordelon's position, stating it is unfair of the City to give conflicting requirements to him.

6C. **Sewer Service Fees for Fiscal Year 2016-2017**
STAFF PRESENTATION: Mark Miller City Manager and Laurie Van Groningen, Finance Director
RECOMMENDATION: Accept and file sewer service fees for Fiscal Year 2016-2017.
City Manager Miller stated this is the yearly increase which was prescribed by resolution several years ago. It is due for study in the upcoming year.
Finance Director Laurie Van Groningen stated this increase is consistent with prior years.

6D. **Proposed Budget – Fiscal Year 2016-2017 and 2017-2018**
STAFF PRESENTATION: Mark Miller City Manager and Laurie Van Groningen, Finance Director
RECOMMENDATION: Receive Budget Revisions requested by Council and Adopt Proposed Budget for Fiscal Year 2016-2017 and 2017-2018.
City Manager Miller stated the City has an exceptional analyst in our Finance Director. This budget is essentially the same as presented two meetings ago with the modifications suggested by Council. It is a good and balanced budget.
Finance Director Van Groningen explained each of the prescribed modifications to the budget.
Council discussed the budget and received clarification on a few items.

On a motion by Councilmember Hesch and a second by Mayor Pro Tem Harvey, Council approved the proposed budget for Fiscal Year 2016-2017 and 2017-2018.
Ayes: Douglass, Harvey, Hesch, Parnham, Stockwin

6E. **Draft Proposed City Manager Contract**
This item was pulled from the agenda to be presented when complete.

6F. **Informational Signs for Downtown**
VERBAL PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Discuss and direct staff regarding location of "2nd Colfax Welcome Sign" for S. Auburn and discuss possible design and location of event announcement sign.

City Manager Miller gave a brief verbal update regarding the Colfax Welcome sign which Council approved several months ago. Staff has been negotiating with Caltrans to obtain permission to place the sign along Highway 174 to bring people down N. Main Street. Community Services Director Heathcock hopes to bring the maintenance agreement with Caltrans to Council soon. City Manager Miller gave Council several places to consider along S. Auburn as a location for the second sign. Because S. Auburn is not a state highway, State regulations do not apply. Council discussed the locations but did not choose a definite location.
Business Owner, Lynn Tausch, also stated attractive street lights would be a helpful path to lead visitors to the downtown area.

City Manager Miller stated the second part of this item involves a changeable event sign which staff proposes at the corner of Grass Valley Street and Main Street. He described a possible design with a caboose theme which would enhance the interest of the Caboose sitting behind the sign.
Jim Dion, Colfax Theater Owner, likes the idea of a sign.

7 ADJOURNMENT

As there was no further business on the agenda, Mayor Parnham adjourned the meeting at 9:12PM.

Respectfully submitted to City Council this 22nd day of June, 2016.

Lorraine Cassidy, City Clerk

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 22, 2016 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED By: Mark Miller, City Manager
SUBJECT: Placer County Sheriff Contract Renewal

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT:** $625,605	**FROM FUND: 100-300, 218-000**

RECOMMENDED ACTION: Approve Resolution 21-2016 authorizing the Mayor to amend the agreement with the Placer County Office of the Sheriff-Coroner-Marshall to update the annual cost of providing law enforcement services for Fiscal Year 2016-2017.

BACKGROUND AND DISCUSSION:
Effective July 1, 2015, the City and Placer County executed an agreement for the provision of law enforcement services by the Placer County Sheriff–Coroner-Marshals Office. The contract anticipates annual adjustments to account for increases in salaries, liability insurance, vehicle rates and overall cost of living. Placer County is mandated for sheriff salary adjustments by voter approved Proposition F*.

The current contract expires June 30, 2016, and staff has worked with the Sheriff's Office to provide this amendment for the coming year. The amendment includes the following updates:

- Total Personnel Costs increased 3.63% or $18,591 due to Measure F and Merit raises.
- Deputy regular time is reduced 386 hours from full-time.
- Communication costs have increased 2.35% or $360 due to increase in monthly radio maintenance fee (3 radios at $10/month increase)
- Dispatch Operation and Administrative Support costs increased 1.82% or $536 due to cost of living salary adjustments and merit raises.
- Vehicle Maintenance, Fuel, and Replacement costs have decreased 3.51$ or $1,201 due to the addition of (2) take-home vehicles and the transition from county managed fleet to department fleet.

ATTACHMENTS:
Resolution 21-2016
Proposal Costs Spreadsheets
Contract Amendment

**Measure F was a local initiative sponsored by the Placer County Deputy Sheriff's Association (PCDSA) and passed by the voters of Placer County, effective in 1977. Measure F, codified in Placer County Code § 3.12 040 (Appendix A) and its express terms, are mandatory. Measure F provides the required method for annually determining and setting salaries for specified peace officer classes in Placer County. The Measure F formula requires the County to annually: (1) determine maximum salaries for comparable classes of positions, as listed, in the 3 surrounding counties, El Dorado, Nevada and Sacramento; (2) calculate the average maximum salaries for those three agencies; and then, (3) set the salary of the Placer County comparable employees at a level equal to the average maximum salary of the other three counties. The required average maximums are used to set the salaries for the classifications of Undersheriff, Captain, Lieutenant, Sergeant, and Deputy Sheriff II, effective the first full pay period in February.*

City of Colfax
City Council

Resolution № 21-2016

APPROVING CONTRACT AMENDMENT № 1 WITH COUNTY OF PLACER, OFFICE OF SHERIFF-CORONER-MARSHAL FOR LAW ENFORCEMENT SERVICES FOR FISCAL YEAR JULY 1, 2016 – JUNE 30, 2017

WHEREAS, the County of Placer, Office of the Sheriff-Coroner-Marshal ("County") and the City of Colfax ("City") have previously contracted for the provision of law enforcement services; and

WHEREAS, the City has had outstanding services provided by the County of Placer for law enforcement services; and

WHEREAS, the City Council has determined that it is in the best interests of the City to approve a Contract with Placer County to continue providing law enforcement services,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax as follows:
The Mayor is hereby authorized to:

1. Execute on behalf of the City, an Agreement for Law Enforcement Services between the County of Placer Office of Sheriff-Coroner-Marshal for fiscal year 2016-2017 in the amount of $625,605,
2. Appropriate, encumber and expend all funds required of it under said Agreement,
3. Execute all other documents necessary to implement that Agreement.

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 22nd day of June, 2016 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Steve Harvey, Mayor Pro Tem

ATTEST:

_____
Lorraine Cassidy, City Clerk

PLACER COUNTY SHERIFF'S OFFICE
CITY OF COLFAX - CONTRACT SERVICES
FISCAL YEAR 2016/2017

SALARY AND BENEFITS:

Qty	Class/Description	Pay Type	Annual Hours/Units	Billable Hours/Units*	2015-2016 Hrly Rate	2016-2017 Hrly Rate	2015-2016 Cost	2016-2017 Cost	Increase/ Decrease
0.5	Sergeant	Regular Pay	2080	1040	96.56	101.18	$ 100,428	$ 105,224	$ 4,797
0.5	Sergeant	Overtime	120	60	91.09	96.18	$ 5,465	$ 5,771	$ 306
0.5	Sergeant	Holiday Overtime	48	24	122.28	130.66	$ 2,935	$ 3,136	$ 201
2.25	Deputy II	Regular Pay *	2080	4294	82.24	84.77	$ 352,140	$ 364,016	$ 11,876
2.25	Deputy II	Overtime	127	285.75	75.05	76.57	$ 21,446	$ 21,881	$ 435
2.25	Deputy II	Holiday Overtime	48	108	100.75	103.22	$ 10,881	$ 11,148	$ 267
0.1	Detective (Deputy II)	Regular Pay	2080	208	80.24	83.35	$ 16,710	$ 17,337	$ 627
0.1	Detective (Deputy II)	Overtime	127	12.7	72.34	76.57	$ 919	$ 973	$ 54
0.1	Detective (Deputy II)	Holiday Overtime	48	4.8	97.11	103.22	$ 466	$ 495	$ 29
Total Personnel Costs							**$ 511,391**	**$ 529,982**	**$ 18,591**

OTHER COSTS:

Item	Description	2015-2016 Cost	2016-2017 Cost	Increase/ Decrease
Communication	Telecomm System Access and Radio Costs	$ 15,274	$ 15,634	$ 360
Direct Administrative Support	Dispatch and Administrative Operations	$ 29,389	$ 29,925	$ 536
Equipment & Supplies	Equipment & Supplies	$ 10,000	$ 10,000	$ -
Training	Based on Routine Annual Training	$ 7,125	$ 7,125	$ -
Vehicle Expenses	2.85 vehicles	$ 34,141	$ 32,940	$ (1,201)
Total Other Costs		**$ 95,928**	**$ 95,624**	**$ (304)**

Total Contract Costs	**$ 608,319**	**$ 625,605**	**$ 17,286**

Total Contract Change	**2.84%**
16-17 Base Quarterly Payments	**$ 156,401**

** 386 hr reduction in DS II Regular Time*

PLACER COUNTY SHERIFF'S OFFICE
COLFAX CONTRACT SERVICES
FISCAL YEAR 2016/2017

Salaries & Benefits

	Sergeant			Deputy II			Detective		
Payroll Item	**FY 15/16**	**FY 16/17**		**FY 15/16**	**FY 16/17**		**FY 15/16**	**FY 16/17**	
1002	115,190.69	120,470.13	*4.6%*	91,698.61	95,909.94	*4.6%*	91,698.61	95,909.94	
Holiday Overtime	3,950.50	4,170.12	*5.6%*	3,137.32	3,319.96	*5.8%*	3,137.32	2,213.31	
Shift Differential	-	-		3,867.63	3,596.62	*-7.0%*	-	-	
1005	9,876.26	10,425.30	*5.6%*	8,300.82	8,784.06	*5.8%*	8,300.82	8,784.06	
Standby Pay	-	-		-	-		776.31	642.46	
Wages Subtotal	129,017.46	135,065.54		107,004.37	111,610.58	*4.3%*	103,913.05	107,549.76	
1300	45,154.51	47,804.82	*5.9%*	37,290.67	36,952.37	*-0.9%*	36,237.04	36,952.37	
Holiday-1300		1,654.78			1,279.12			852.75	
1301	9,114.30	8,999.29	*-1.3%*	7,527.01	7,337.11	*-2.5%*	7,314.34	7,337.11	
1303	5,561.00	5,390.00	*-3.1%*	5,561.00	5,390.00	*-3.1%*	5,561.00	5,390.00	
1310	14,896.09	15,140.75	*1.6%*	14,896.09	15,140.75	*1.6%*	14,896.09	15,140.75	
1315	3,607.24	3,688.80	*2.3%*	2,979.02	3,046.89	*2.3%*	2,894.85	3,046.89	
OT-1301	299.02	797.54		260.75	671.98		251.32	671.98	
OT-1315	755.53	319.22		658.83	268.97	*-59.2%*	635.01	268.97	
Holiday-1301		319.01			253.98			169.32	
Holiday-1315		127.69			101.66			67.77	
1300-1315 Subtotal	79,387.70	84,241.90		69,173.37	70,442.82		67,789.65	69,897.90	
2140	7,668.62	7,555.01		7,668.62	7,555.01	*-1.5%*	7,668.62	7,555.01	
2310	1,581.59	1,399.50		1,581.59	1,399.50	*-11.5%*	1,581.59	1,399.50	
Other Costs Subtotal	9,250.21	8,954.51		9,250.21	8,954.51		9,250.21	8,954.51	
Annual per Employee	217,655.37	228,261.95		185,427.95	191,007.90	*3.01%*	180,952.92	186,402.17	
Average Hourly Rate	**$97.49**	**$101.18**		**$83.21**	**$84.77**		**$81.07**	**83.35**	
Average OT Rate	**$91.09**	**$96.18**		**72.60**	**76.57**		**$72.34**	**$76.57**	
Average Holiday OT Rate		**$130.66**			**103.22**			**$103.22**	
Number of Employees	0.50	0.50		2.25	2.25		0.10	0.10	
Grand Total	**$108,827.68**	**$114,130.98**		**$417,212.89**	**$429,767.79**	**3.01%**	**$18,095.29**	**$18,640.22**	
Difference	*4.87%*	*5,303.29*		*3.01%*	*12,554.89*		*3.01%*	*544.93*	*$ 18,403.11*
									3.38%

Standby Pay

No. of Officers	Type		Unit Pay	No. of Units		No. of Days	Total Standby Pay	Per Detective
1	Holiday		$ 24.00	3		12	864.00	66.46
1	Weekend		$ 24.00	6		52	7488.00	576.00
				9		**64**	**$8,352.00**	**$642.46**

Notes:
Shift Differential based on 1/2 deputies work days, 1/2 work nights. 7.5% shift differential divided by 2= 3.75%
OT and OT Shift Differential are not PERS-able.
Holiday OT and Holiday OT Shift Differential are PERS-able.
Standby Rate based on 13 Detectives rotate each weekend, but only 1 is charged to Colfax. Therefore the cost of $10,092 is divided by the 13 Detectives.

BEGINS: July 1, 2016 CONTRACT NO. 13508
ADMINISTERING AGENCY: Sheriff-Coroner-Marshal AMENDMENT NO. 1

DESCRIPTION: Contract amendment between County of Placer, Office of the Sheriff-Coroner-Marshal and the City of Colfax to update the annual cost of providing law enforcement services for FY 2016-17

THIS AMENDEMENT No.1 of contract No. 13508 is made as of July 1, 2016, 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. The original contract No. 13508 is hereby amended as follows:

Section 6 **PAYMENT FOR SERVICES:** The cost of performing law enforcement services for the year beginning July 1, 2016 through June 30, 2017, both dates inclusive, will be agreed to in the amount of $625,605 (SIX HUNDRED TWENTY FIVE THOUSDAND SIX HUNDRED FIVE DOLLARS) per attached Exhibit A. This sum shall be paid in four equal quarterly installments of $156,401 (ONE HUNDRED FIFTY SIX THOUSAND FOUR HUNDRED ONE DOLLARS) to be paid on September 1st, December 1st, March 1st, and June 1st. The COUNTY will provide an amendment adjusting salaries, liability insurance, vehicle rates, and cost of living to the CITY each year for basic law enforcement services for adoption effective July 1 with an amendment approved by both parties.

Section 11 **DISPUTE RESOLUTION**: In the event a dispute, claim or controversy shall arise between the parties to this contract, the parties will first attempt to negotiate in good faith to resolve the dispute between the parties. If the dispute is not resolved between the parties, the parties agree to participate in at least four hours of mediation before a neutral mediator jointly selected by the parties prior to instituting any legal action. The cost of the mediation will be shared on an equal basis between the parties. The mediation shall take place in the County of Placer. All offers, promises, conduct and statements , whether oral or written, made in the course of the mediation by the parties, their agents, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration, lawsuit or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator and scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith. All applicable statutes of limitation and defenses based on the passage of time shall not be tolled by the requirement that any dispute, claim or controversy related to this contract be submitted to mediation.

All other terms and conditions set forth in the Agreement shall remain unchanged and in full force and effect.

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

CITY OF COLFAX

BY:_____
MAYOR, CITY OF COLFAX

APPROVED AS TO FORM

BY:_____
CITY ATTORNEY

COUNTY OF PLACER

BY:_____
CHAIR, BOARD OF SUPERVISORS

BY:_____
PLACER COUNTY SHERIFF

APPROVED AS TO FORM

BY:_____
COUNTY COUNSEL

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 22, 2016 COUNCIL MEETING

FROM: Lorraine Cassidy, City Clerk

SUBJECT: Consolidation of November 8, 2016 Election and Request for Election Services by the County Clerk.

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $2,000**	**FROM FUND: 100-120-8550**

RECOMMENDED ACTION: Approve Resolution No. 22-2016: declaring an Election to be held in its jurisdiction; requesting the Board of Supervisors to consolidate this election with any other election conducted on said date; and requesting election services by the County Clerk.

ISSUE STATEMENT AND DISCUSSION:

Pursuant to Elections Code the City is required to adopt a resolution calling an election and requesting election services to be provided by the County Registrar of Voters. The City's General Election will be held on the same date as the November 8, 2016 statewide election. The City will file this resolution with the County of Placer requesting consolidation of the election and setting forth the offices to be voted upon at the election. Two City Council members and the City Treasurer will be elected for full, four-year terms.

The candidate filing period for the November 8, 2016 General Election will be July 18, 2016 through August 12, 2016. If an eligible incumbent does not file by August 12, 2016 by 5:00 PM, any qualified person other than an incumbent shall have until 5:00 PM on August 17, 2016 to file.

FINANCIAL AND/OR POLICY IMPLICATIONS:

Consolidation with the County during a statewide election allows for a substantial savings over the cost of a "stand-alone" election. The County election fees include a base fee of $250 dollars plus $1.25 per registered voter. Placing a measure on the ballot incurs an additional $0.01 per registered voter. County election fees in previous years have ranged between $1400 and $1750. Based on this information $2000 is being requested in the Fiscal Year 2016-2017 budget for all election activities.

ATTACHMENTS:
Resolution 22-2016

City of Colfax
City Council

Resolution № 22-2016

DECLARING AN ELECTION TO BE HELD IN ITS JURISDICTION; REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE THIS ELECTION WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE; AND REQUESTING ELECTION SERVICES BY THE COUNTY CLERK

WHEREAS, this City Council orders an election to be held in its jurisdiction on November 8, 2016; at which election the issue(s) to be presented to the voters shall be:

NOMINATION OF CANDIDATES FOR THE GOVERNING BODY

1. Said election shall be to fill a vacancy for the following City Councilmembers and the City Treasurer whose terms expired:

Incumbent's Name	Office (if applicable)	Regular/Short Term
Kim A. Douglass	Council	Regular
Tom Parnham	Council	Regular
Robin S. Faires	Treasurer	Regular

2. Said Officeholders for this City are elected in the following manner:

   At Large: There are no divisions in the City; all voters within the City vote for all candidates.

3. If by the close of candidate filing, the number of qualified candidates does not exceed the number of seats to be filled in a particular office, the City Council shall, in accordance with Elections Code Section 10229(a): appoint to the office the person(s) who has been nominated and/or appoint to the office any eligible elector if no one has been nominated.

4. Notwithstanding the section above, item 3 shall not apply if (a) the number of nominees for another City office exceeds the number of seats to be filled, or (b) a City measure has qualified and is to be submitted to the voters at the Municipal Election. If either (a) or (b) occurs, all City offices will be put before the voters of the City, regardless of the number of nominees, in accordance with Elections Code Section 10229(b).

5. Said City has determined the following election particulars:

- The length of the Candidate Statement shall not exceed **200 words**.
- The cost of the Candidate Statement shall be paid by the **Candidate**.
- In the case of a tie vote, the election shall be determined by **LOT.**
- The County Clerk is **requested** to provide election services with all applicable costs paid for by the City.

MEASURE TO BE SUBMITTED TO THE VOTERS

6. Said City does request that the following measure be decided at this election.

See attached wording marked as Exhibit A.

7. The City hereby certifies that: There have been no City boundary changes since our last election, but the City understands that the Placer County Public Works Mapping Division will verify our City boundary lines prior to the election.

BE IT RESOLVED that the Board of Supervisors of the County of Placer is hereby requested to:

1. Consolidate the election with any other applicable election conducted on the same day;

2. Authorize and direct the County Clerk, at City expense, to provide all necessary election services.

This Resolution shall be considered a **Notice of Election** and **Specification of Election Order** if applicable.

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 22nd day of June, 2016 by the following vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Steve Harvey, Mayor Pro Tem

ATTEST:

_____
Lorraine Cassidy, City Clerk

Resolution 22-2016
Exhibit A

Wording for Ballot Measure

Shall the City of Colfax adopt an ordinance which allows and regulates marijuana dispensaries, cultivation, delivery and use, **and** imposes a sales tax of up to fifteen present (15%) on the sale of marijuana and marijuana products, which shall be in addition to established municipal and state taxes on such sales, **and** dedicates all revenues derived from such tax to reduce City business and residential sewer service charges.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 22, 2016 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Staff
DATE: June 15, 2016
SUBJECT: Appointment of Interim City Manager

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**Funded within current budgeted manager salary.**	**FROM FUND: Various**

RECOMMENDED ACTION: Adopt Resolution 23-2016 appointing Wes Heathcock to serve as interim city Manager.

BACKGROUND AND SUMMARY:

The City is currently transitioning between full time City Managers. A new manager is expected to be in place by early July. It is in the City's best interest to provide coverage of the City Manager responsibilities on an interim basis while it finalizes recruitment of a new City Manager and to provide continuity, sign time sensitive documents, and maintain regulatory required oversight in the absence of a full-time manager. Wes Heathcock, the City's Community Services Director, is available to serve as Interim City Manager while the City Council finalizes the recruitment process and the new manager arrives on board. It is recommended that Wes Heathcock be appointed to serve as Interim City Manager and receive the City's standard 5% out of class pay stipend during the term of Interim City Manager service.

Attachment:
Resolution № 23-2016

City of Colfax
City Council

Resolution № 23-2016

APPOINTING WES HEATHCOCK TO SERVE AS INTERIM CITY MANAGER

WHEREAS the City is transitioning between full time City Managers; and

WHEREAS, the City Council has determined it is in the City's best interest to provide coverage of the City Manager responsibilities on an interim basis while it finalizes a contract with a new City Manager; and

WHEREAS, Wes Heathcock, the City's Community Services Director, is available to serve as Interim City Manager while the City Council finalizes the recruitment process; and

WHEREAS, the City Council has determined that it is in the best interest of the City to appoint Mr. Heathcock as Interim City Manager to provide continuity, sign time sensitive documents, and maintain regulatory required oversight.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax that Wes Heathcock is authorized to serve as Interim City Manager and receive the City's standard 5% out of class pay stipend during the term of Interim City Manager service.

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 22nd day of June, 2016 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Steven Harvey, Mayor Pro Tem

ATTEST:

_____
Lorraine Cassidy, City Clerk

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 22, 2016 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Wes Heathcock
DATE: June 22, 2016
SUBJECT: Recology Contract Extension Update

X	N/A		FUNDED		UN-FUNDED	AMOUNT:	FROM FUND:

RECOMMENDED ACTION: For information only.

BACKGROUND AND SUMMARY:

The City of Colfax entered into a contractual agreement with Recology to provide solid waste collection services within the City limits in 2011. in deference to the community recovering from the recession, Recology has forgone an accumulative 8.5% Cost of Living Adjustment (COLA) that was built into the contract. Recology has recently expressed interest in a contract extension to eliminate the backdated COLA's in exchange for a contract extension beyond the original termination year, 2021. The proposed contract extension is for 10 years, with a 5 year automatic extension, and an additional optional 5-year extension. In total, the proposed contract would expire in 2036 with the additional extension potentially carrying the contract through 2046.

In addition to waiving the past COLA's, staff negotiated a proposal for Recology to wait until July 1, 2017 to increase the "pass through" landfill tipping fee that went into effect at the Western Placer Waste Management Authority in 2015. The tipping fee increase is $1.00 per ton of Municipal Solid Waste received at the facility. Under the proposed contract extension, Recology will not receive their first COLA until July 1, 2017.

City residents and commercial customers will receive additional services not currently in the existing contract –

- **Residential:** curbside pick-up of oil, oil filters, and antifreeze; citywide street sweeping services (City owned streets)
- **Commercial:** AB1826 mandatory organic food waste collection

The aforementioned services will be provided to the customers at no additional charge in the current collection rate schedule.

The final proposed benefit to the community is a recommended change in the contract with a shift from a flat franchise fee rate to a percentage, based on gross revenue collected, with an audit of Recology's financial books every 5 years to guarantee the franchise fee has been calculated correctly. The proposed franchise fee will shift from the $43,000 flat rate to 10% of gross revenue, which is comparable to the flat rate the City receives under the existing contract terms. Shifting to a percentage base franchise fee allows for equitable distribution of revenues from the City's customers. The fees will adjust based on the service level to the community and any increases in population. The cost of the financial audit will be paid by Recology in an amount not to exceed $7000.

Staff anticipates bringing the proposed contract extension to City Council for formal consideration in July.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 22, 2016 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED BY: Staff

DATE: June 15, 2016

SUBJECT: Introduction and First Reading of Ordinance of the City of Colfax Regulating Marijuana Cultivation, Dispensaries, Delivery and Use

X	N/A		FUNDED		UN-FUNDED	AMOUNT: N/A	FROM FUND: N/A

RECOMMENDED ACTION: Introduce the proposed Ordinance 529 an ordinance of the City of Colfax amending the Colfax Municipal Code Chapter 17.162 covering cultivation, dispensaries, use delivery, and revenue requirements of medical marijuana in the City of Colfax by title only, waive the first reading and continue for a second reading at the July 13, 2016 City Council meeting.

BACKGROUND AND SUMMARY:

Following several City Council meeting discussions, public input and a workshop, the attached consensus Ordinance is available for final review and first reading. At tonight's meeting, staff is requesting Council to introduce Ordinance by title only, waive the first reading, and open the public meeting. After discussion and receiving comment from the public, continue the discussion to the July 13, 2016 Council meeting for a second reading of the Ordinance. Enactment of the Ordinance is dependent upon Colfax voter approval of the City's marijuana ballot measure at the November 8, 2016 election.

Attachment:

Proposed Ordinance No. 529

CITY OF COLFAX

ORDINANCE № 529

AN ORDINANCE OF THE CITY OF COLFAX AMENDING THE COLFAX MUNICIPAL CODE CHAPTER 17.162 COVERING CULTIVATION, DISPENSARIES, USE, DELIVERY, AND REVENUE REQUIREMENTS OF MEDICAL MARIJUANA IN THE CITY OF COLFAX

17.162.010 - Legislative Findings.

The City Council finds as follows:

1. In 1996, the voters of the State of California approved Proposition 215 which was codified as California Health and Safety Code Section 11362.5, and entitled "The Compassionate Use Act of 1996" ("the Compassionate Use Act" or "CUA").

2. The intent of the Compassionate Use Act was to enable persons who are in need of marijuana for medical purposes to obtain and use it under limited, specific circumstances, without being subject to criminal prosecution under certain state statutes.

3. On January 1, 2004, Senate Bill 420, codified as California Health and Safety Code Sections 11362.7 et seq. and entitled "The Medical Marijuana Program," ("MMP") became effective to clarify the scope of the Compassionate Use Act.

4. California Health and Safety Code Section 11362.83 expressly allows cities and counties to adopt and enforce ordinances that are consistent with Senate Bill 420.

5. The City of Colfax has adopted a zoning plan identified as Title 17 (Zoning) of the City of Colfax Municipal Code.

6. Prior to the enactment of this section, there is a regulation prohibiting dispensaries of medical marijuana in the City.

7. The City of Colfax, with a population of approximately 2,000, is a small town with a high percentage of smaller parcels containing residential units.

8. The creation of persistent strong odors as marijuana plants mature and flower is offensive to many people and creates a public nuisance, alerting persons to the location of valuable marijuana plants and creating an increased risk of crime.

9. The indoor cultivation of substantial amounts of marijuana also frequently requires excessive use of electricity, which often creates a risk of fire from the electrical grow lighting systems used in indoor cultivation.

10. Children are particularly vulnerable to the effects of marijuana use, and the presence of marijuana plants can be an attractive nuisance for children, creating an unreasonable hazard in areas frequented by children including schools, libraries, parks, and other similar locations.

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11. The City Council finds and determines that the enactment of this section is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15061(b)(3) in that there is nothing in this section or its implementation that could have a foreseeable significant effect on the environment.

17.162.020 - Intent.

1. The City Council of the City of Colfax, pursuant to Chapter 17.162 of the Colfax Municipal Code, hereby intends to regulate the cultivation of marijuana for medical purposes, including, but not limited to, regulations as to location of the cultivation, size of the area used for cultivation, and the use of fencing or other screening and security structures, to accommodate the needs of qualified patients and their caregivers, and in furtherance of the public necessity, convenience and general welfare. Nothing in this section shall be construed to authorize any use, possession, cultivation, or distribution of marijuana for nonmedical purposes.

2. This section is established to regulate medical marijuana cultivation in a manner that mitigates potential impacts on surrounding properties and persons, and that is in conformance with the provisions of California Health and Safety Code Section 11362.5 through 11362.83.

17.162.030 - Applicability.

The provisions of this section shall apply to all persons and businesses described herein whether the activities described herein were established before or after the effective date of this section. Title 17, Chapter 17.162 of the Municipal Code, Nonconforming Uses, shall not apply to preexisting land or building uses inconsistent with the provisions of this section.

17.162.040 - Definitions.

"Cultivation" means the planting, growing, harvesting, drying, or processing of marijuana plants or any part thereof.

"Marijuana" shall have the same meaning as that set forth in California Health and Safety Code Section 11018.

"Medical marijuana" means medical marijuana that has been recommended by a licensed physician in strict accordance with California Health and Safety Code Sections 11362.5 through 11362.83, inclusive, commonly referred to as the Compassionate Use Act and the Medical Marijuana Program.

"Primary caregiver" shall have the same definition as California Health and Safety Code Section 11362.7(d), as may be amended.

"Qualified patient" shall have the same definition as California Health and Safety Code Sections 11362.7 (c) and (f), as may be amended.

17.162.050 - Regulation of Location.

1. Medical marijuana cultivation shall be prohibited on any parcel within the incorporated area of the City of Colfax except as an accessory use to a legally established residence within a legal residential or accessory building on a legal parcel with a valid Conditional Use Permit.

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2. No medical marijuana cultivation is permitted within three hundred feet of any hospital, library, school, church, park or playground or in other areas where large numbers of minors regularly travel or congregate. The distance between any marijuana cultivation and any hospital, school, church, park or playground or other areas where large numbers of minors regularly travel or congregate shall be measured in a straight line, without regard to intervening structures, from the closest exterior wall of the building in, or plot on which the marijuana cultivation is occurring, to the closest property line where the other building or activity is conducted.

3. Except as provided in subsection 4., medical marijuana cultivation may be undertaken only by a qualified patient who must occupy the residence on the parcel proposed for cultivation as their primary residence.

4. A qualified primary caregiver, as defined, may undertake cultivation of medical marijuana on behalf of his/her qualified patient(s), but only in a legal structure or permitted plot located on a parcel containing the primary caregiver's or qualified patient's primary residence.

5. Indoor cultivation shall only be permitted in a legal, permitted residential or accessory building and said cultivation area shall be limited to fifty square feet or 4 plants per parcel or residence, whichever is less. The cultivated marijuana may be used only by the qualified patient and not distributed, sold, given or transferred in any way to any other person or organization.

6. The use of a building for cultivation of medical marijuana shall not reduce the required parking required per Chapter 17.108.

7. Outdoor cultivation without a permit shall be unlawful and a public nuisance for any person owning, leasing, occupying or having charge or possession of any parcel within any zoning district in the City of Colfax.

> All Marijuana Cultivated shall be shielded from public view at all stages of growth. All Cultivation areas shall be adequately secure to prevent unauthorized entry, including a secure locking mechanism that shall remain locked at all times when a Qualified Patient or Primary Caregiver is not present within the Cultivation area.
> Outdoor cultivation area shall be limited to fifty square feet or 4 plants per parcel or residence, whichever is less.
> There shall be no exterior evidence of Cultivation visible from a public right-of-way. Outdoor cultivation is prohibited on parcels with multi-family residential units.

8. Indoor cultivation within a residence without a permit shall be unlawful and a public nuisance with regard to any person owning, leasing, occupying or having charge or possession of any parcel within any zoning district in the City of Colfax.

17.162.060 - Development and operational standards.

1. From a public right-of-way, publicly traveled private road, or adjacent parcel there shall be no visible evidence of medical marijuana cultivation located outdoors or indoors on a parcel.

2. The qualified patient or primary caregiver shall reside in the residence located on the parcel containing the structure or plot where the medical marijuana cultivation occurs.

DRAFT

3. The qualified patient or primary caregiver shall not cultivate medical marijuana in any location within the incorporated City of Colfax other than on the parcel containing his/her primary residence.

4. The qualifying residence located on the property containing the detached accessory building in which medical marijuana is cultivated shall maintain kitchen, bathrooms, and primary bedrooms for their intended use and shall not be used for medical marijuana cultivation.

5. Medical marijuana cultivation shall not adversely affect the health or safety of nearby residents by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, or other impacts, or be hazardous due to use or storage of materials, processes, products or wastes.

6. Residential and accessory structures used for cultivation shall meet the following criteria:

- The building shall be provided with locking doors and have a working security system. The alarm shall be a standard audible residential alarm of at least ninety dBA but not exceeding one hundred ten dBA and shall meet the requirements of Chapter 8.28 of the Municipal Code.

- If the building is a greenhouse then it shall additionally be surrounded by a secure solid six-foot-high fence located within ten feet of the greenhouse and equipped with a lockable gate.

- Any accessory structure shall be located in the rear yard portion of the lot and maintain a minimum of a ten-foot setback from the side and rear property lines and from any other building on the parcel.

- Any structure, of any size, utilized for cultivation of marijuana shall be legally constructed with a valid building permit. All electrical and plumbing shall be installed with a valid electrical and plumbing permit from the City. Such building permits will only be issued to the owner of the property. If the resident is proposing to convert an existing accessory structure for cultivation of marijuana, an inspection and permit will be required to ensure compliance with the ordinance.

- Medical marijuana cultivation lighting shall not exceed one thousand two hundred watts and shall conform to all applicable codes.

- All structures utilized for cultivation shall be ventilated with odor control filters, and shall not create an odor, humidity or mold problem on the subject property or adjacent properties.

- Manufacturing or processing with flammable or noxious liquids or gasses is prohibited on parcels cultivating medical marijuana.

DRAFT

- Other activities may occur within a structure where medical marijuana is cultivated provided that the cultivation area itself within the structure does not exceed fifty square feet and further provided that the cultivation area is segregated from all other building uses by permitted one hour fire walls and all other conditions of this section are satisfied.

7. Wherever medical marijuana is grown, a copy of a current and valid, state-issued medical marijuana card, and a valid City Cultivation Permit must be kept available to immediately present to officers of the City and law enforcement officers upon request.

8. Nothing in this section shall be construed as a limitation on the City's authority to abate any nuisance which may exist from the planting, growing, harvesting, drying, processing or storage of marijuana plants or any part thereof from any location, indoor or outdoor, including from within a fully enclosed and secure building.

17.162.070 - Enforcement.

1. Right of Entry. Persons designated by resolution as code enforcement officers of the City are authorized to enter upon and inspect private properties to ensure compliance with the provisions of Chapter 17.162 of the Colfax Municipal Code. Reasonable advance notice of any such entry and inspection shall be provided. If an inspection warrant is required from a court of law prior to any such entry and inspection, the City may seek to recover the costs it incurs in obtaining a warrant from the property owner and/or person in lawful possession of the property.

2. Public Nuisance. The maintaining, cultivating or growing of marijuana upon private property within the City of Colfax, unless in full compliance with the provisions of Chapter 17.162 of the Colfax Municipal Code, is declared to be a public nuisance as defined in Section 370 of the California Penal Code and Sections 3479-3486.5 of the California Civil Code.

3. Criminal Offense. Every person who, in violation of the provisions of Chapter 17.162 of the Colfax Municipal Code, maintains, permits or allows marijuana to be grown upon his or her property or premises, and every person occupying, renting or leasing the property or premises of another who maintains, permits or allows marijuana to be grown thereon in violation of this section is guilty of a misdemeanor punishable as set forth in Section TBD____ of the Colfax Municipal Code. After written notice is provided to any such person of such violation, the continued existence of such violation for each and every day after the service of such notice shall be deemed a separate and distinct offense.

4. Issuance of Citations. All persons designated by resolution as code enforcement officers of the City are authorized to issue citations to persons deemed to be in violation of the provisions of Chapter 17.162 of the Colfax Municipal Code. Such citations shall be expeditiously processed through the Placer County Sheriff's office or office of the City attorney for enforcement through an appropriate court of law.

5. Remedies Nonexclusive. The criminal remedies provided herein shall not be the exclusive means of enforcing the provisions of this section nor the exclusive means available to the City to address problems associated with the cultivation of marijuana, whether for medical or other purposes. The City shall continue to have available to it the ability to pursue abatement of nuisances and other problems related to marijuana cultivation under California Penal Code

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sections 372 and 373a, Sections 3479-3486.5 of the California Civil Code and other applicable provisions of law. The City may also pursue the recovery of its abatement costs in the manner provided in Chapter 8.16 of the Colfax Municipal Code.

17.162.080 - Liability.

The provisions of this section shall not be construed to protect the property owner(s) of record for each legal parcel associated with the cultivation of medical marijuana, lessees, tenants, and other participants in the cultivation of medical marijuana, and members of collectives and/or cooperatives associated with the cultivation of medical marijuana, from prosecution pursuant to any laws that may prohibit the cultivation, sale, and/or possession of controlled substances. Moreover, cultivation, sale, possession, distribution, and use of marijuana remain violations of federal law as of the date of adoption of the ordinance creating this section and this section is not intended to, and does not protect any of the above described persons from arrest or prosecution under those federal laws. The property owner(s) of record for each legal parcel associated with the cultivation of medical marijuana, lessees, tenants, and other participants in the cultivation of medical marijuana, and members of collectives and/or cooperatives associated with the cultivation of medical marijuana, assume any and all risk and any and all liability that may arise or result under state and federal criminal laws from the cultivation of marijuana. Further, to the fullest extent permitted by law, any actions taken under the provisions of this section by any public officer or employee of the City of Colfax or City of Colfax itself, shall not become a personal liability of such person or the liability of the City of Colfax.

Section 17.162.090 Marijuana Dispensary -Permit Required to Operate.

It shall be unlawful for any person to engage in, to conduct or carryon (or to permit to be engaged in, conducted or carried on) in or upon his or her Property located within the City, the operation of a Marijuana Dispensary unless an Applicant has first obtained and continues to maintain in full force and effect a valid Storefront Collective Dispensary Permit issued by the City for that Property pursuant to this Chapter.

Section 17.162.100 Imposition of Medical Marijuana Dispensary Permit Fees.

Every application for **Marijuana Dispensary** permit shall be accompanied by an application fee (in an amount established by resolution of the City Council) at a amount calculated to recover the City's full cost of reviewing and issuing the Marijuana Dispensary permit) and the filing of a complete required application pursuant to this Chapter. The application fee shall not include the standard City fees for fingerprinting, photographing, and background check costs and shall be in addition to any other business license fee or permit fee imposed by this Code or other governmental agencies.

Section 17.162.110 Limitations on the Permitted Location of a Storefront Collective Dispensary.

1. Permissible Zoning for Marijuana Dispensaries.
Marijuana Dispensaries may only be permitted and located on parcels within the City which are not zoned residential. A conditional use permit is required for the operation of any Marijuana Dispensary.

2. Storefront Locations.
Marijuana Dispensary shall only be located in a visible store-front type ground-floor location which provides good public views of the Dispensary entrance, its windows, and the entrance to the Storefront Collective Dispensary premises from a public street.

3. Maximum Number of Medical Marijuana Dispensaries Allowed Permits.
Notwithstanding the above, the City may not issue a total of more than three (3) Marijuana Dispensary permits at any one time and, subject to the amortization allowance period contained within the uncodified portions of the City ordinance adopting amendments to this chapter, no more than three (3) permitted or allowed Marijuana Dispensaries may legally operate within the City, including specifically those dispensaries which are open and operating in a legal nonconforming manner at the time of the adoption of the ordinance amending this Chapter.

Section 17.162.120 Marijuana Dispensary - Permit Application Requirements.

1. Application Filing.
A complete City of Colfax Permit application submittal packet is required for a Marijuana Dispensary permit and it shall be submitted (along with all required fees) and all other information and materials required by this Chapter in order to file a complete application for a Marijuana Dispensary Permit for a specific Property. All applications for Marijuana Dispensary permits shall be filed with the Community Development Department using forms provided by the City. It is the responsibility of the Applicant to provide all of the information required for approval of the permit. The application shall signed by a Management Member under penalty of perjury.

2. Eligibility for Filing.
If a Marijuana Dispensary permit application is filed by a non-owner of the Property, it shall also be accompanied by a written affirmation from the Property owner expressly allowing the Applicant and Management Member to apply for the Permit and acknowledging the Applicant's right to use and occupy the Property for the intended Medical Marijuana Dispensary use.

3. Filing Date.
The filing date of any application shall be the date when the City officially receives the last submission of information or materials required in compliance with the submittal requirements specified herein and the application has been deemed complete in writing by the City.

4. Effect of Incomplete Filing.
Upon notification that an application submittal is incomplete, the Applicant shall be granted an extension of time to submit all materials required to complete the application within thirty (30) days. If the application remains incomplete in excess of thirty (30) days the application shall be deemed withdrawn and new application submittal shall be required in order to proceed with the subject request.

5. Filing Requirements -Proposed Operational Plan.
In connection with a permit application, an Applicant for a Marijuana Dispensary permit shall provide a detailed "Operations Plan" for the proposed Dispensary and, upon issuance of the

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Marijuana Dispensary permit by the City, shall operate the Marijuana Dispensary in accordance with the Operations Plan, as approved, at all times. A required Operations Plan shall consist of at least the following:

Site Plan and Floor Plan. A Marijuana Dispensary application shall have a proposed site plan and floor plan which shows a lobby waiting area at the entrance to the Marijuana Dispensary used to receive qualified patients or primary caregivers, and a separate and secure designated area for dispensing medical marijuana to qualified patients or designated primary caregivers members of the Collective. The primary entrance shall be located and maintained clear of barriers, landscaping and similar obstructions so that it is clearly·visible from public streets, sidewalks or site driveways.

Storage. A Marijuana Dispensary shall have suitable locked storage on the premises, identified and approved as a part of the operational security plan for the after-hours storage of medical marijuana.

Security Plans. A Marijuana Dispensary shall provide a plan to provide adequate security on the premises of the Dispensary which shall be maintained in accordance with the Dispensary security plan approved by the Placer Sheriff representative and as reviewed by the Staff Hearing Officer. This plan shall include provisions for adequate lighting and alarms in order to insure the safety of persons and to protect the premises from theft. All security guards used by dispensaries shall be licensed and employed by a state licensed private-party operator security company retained by the Marijuana Dispensary and each security guard used shall possess a valid state Department of consumer Affairs "Security Guard Card" at all times.

Security Cameras. The Security Plan shall show how the Property will be monitored at all times by closed-circuit television for security purposes. The camera and recording system must be of adequate quality, color rendition and resolution to allow the ready identification of an individual on or adjacent to the Property. The recordings shall be maintained at the Property for a period of not less than thirty (30) days.

Alarm Systems. The Operations Plan shall provide that professionally monitored burglary and fire alarm systems shall be installed and such systems shall be maintained in good working condition within the Marijuana Dispensary at all times.

Emergency Contact. A Operations Plan shall provide the Placer Sheriff representative with the name, cell phone number, and facsimile number of a Management Member to act as an on-site community relations staff person to whom the City may provide notice of any operating problems.

Public Nuisance. The Operations Plan shall provide for the Management Members of the Marijuana Dispensary to take all reasonable steps to discourage and correct objectionable conditions that constitute a public or private nuisance in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent properties during business hours if directly related to the patrons of the subject Storefront Collective Dispensary.

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Loitering Adjacent to a Dispensary. The Operations Plan shall provide that the Management Members will take all reasonable steps to reduce loitering by customers in public areas, sidewalks, alleys and areas surrounding the Property and adjacent premises during the business hours of the Marijuana Dispensary.

Trash, Litter, Graffiti. The Operations Plan shall provide that the Management Members will keep area which includes the sidewalks adjoining the Dispensary plus ten (10) feet beyond property lines (as well as any parking lots under the control of the Dispensary) clear of litter, debris, and trash.

Removal of Graffiti. The Operations Plan shall provide a method for the Management Members to promptly remove all graffiti from the Property and parking lots under the control of the Marijuana Dispensary within 72 hours of its appearance.

6. Filing Requirements -Information Regarding Marijuana Dispensary Management.
A Marijuana Dispensary Applicant shall also provide the following Management Member and Collective information as part of a Storefront Collective Dispensary application:

The name, address, telephone number, title and function(s) of each Management Member;
For each Management Member, a fully legible copy of one valid government issued form of photo identification, such as a state driver's license or identification card. Acceptable forms of government issued identification include, but are not limited to, driver's license or photo identity cards issued by the state Department of Motor Vehicles (or equivalent) that meet REAL ID benchmarks, a passport issued by the United States or by a foreign government, U.S. Military ID cards (active duty or retired military and their dependents) or a Permanent Resident card.

Section 17.162.130 Criteria for Review of Marijuana Dispensary Applications by the City Staff Hearing Officer.

1. Decision on Application.
Upon an application for a Marijuana Dispensary permit being deemed complete, the Staff Hearing Officer shall either issue a Marijuana Dispensary permit, issue a Storefront Collective Dispensary permit with conditions in accordance with this Chapter, or deny a Storefront Collective Dispensary permit.

2. Criteria for Issuance.
The Staff Hearing Officer, or the City Council on appeal, shall consider the following criteria in determining whether to grant or deny a Medical Marijuana Dispensary permit:

That the Marijuana Dispensary permit and the operation of the proposed Dispensary will be consistent with the intent of the Compassionate Use Act of 1996 and the SB 420 Statutes for providing medical marijuana to qualified patients and primary caregivers and the provisions of this Chapter and with the Municipal Code, including the application submittal and operating requirements herein.

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That the proposed location of the Marijuana Dispensary is not identified by the Placer County Sheriff as an area of increased or high crime activity.

For those applicants who have operated other Marijuana Dispensaries within the City, that there have not been significant numbers of calls for police service, crimes or arrests in the area of the applicants former location.

That issuance of a Marijuana Dispensary permit for the Dispensary size requested is appropriate to meet needs of community for access to medical marijuana.

That issuance of the Dispensary permit would serve needs of City residents within a proximity to this location.

That the location is not prohibited by the provisions of this Chapter or any local or state law, statute, rule, or regulation and no significant nuisance issues or problems are likely or anticipated and that compliance with other applicable requirements of the City's Zoning Ordinance will be accomplished.

That the Dispensary's Operations Plan, its site plan, its floor plan, the proposed hours of operation, and a security plan have incorporated features necessary to assist in reducing potential crime-related problems and as specified in the operating requirements section. These features may include, but are not limited to, security onsite; procedure for allowing entry; openness to surveillance and control of the premises; the perimeter, and surrounding properties; reduction of opportunities, congregating and obstructing public ways and neighboring property; illumination of exterior areas; and limiting furnishings and features that encourage loitering and nuisance behavior.

That all reasonable measures have been incorporated into the Dispensary security plan or consistently taken to successfully control the establishment's patrons' conduct resulting in disturbances, vandalism, crowd control inside or outside the premises, traffic control problems, marijuana use in public, or creation of a public or private nuisance, or interference of the operation of another business.

That the Dispensary is likely to have no potentially adverse affect on the health, peace, or safety of persons living or working in the surrounding area, overly burden a specific neighborhood, or contribute to a public nuisance and that the Dispensary will generally not result in repeated nuisance activities including disturbances of the peace, illegal drug activity, marijuana use in public, harassment of passerby, excessive littering, excessive loitering, illegal parking, excessive loud noises, especially late at night or early in the morning hours, lewd conduct, or police detentions or arrests.

That any provision of the Municipal Code or condition imposed by a City issued permit, or any provision of any other local, or state law, regulation, or order, or any condition imposed by permits issued in compliance with those laws will not be violated.

DRAFT

That the Applicant has not made a false statement of material fact or has omitted to state a material fact in the application for a permit.

That the Applicant has not engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices with respect to the operation of another business within the City.

3. Maintenance of Appropriate Collective Records Regarding Cultivation and Compliance

Cultivation Records. Every permitted Marijuana Dispensary shall maintain on-site (i.e., at the Property designated for the operation of the Marijuana Dispensary) the medical marijuana cultivation records of the Marijuana Dispensary. These records shall be signed under penalty of perjury by each Management Member responsible for the cultivation and shall identify the location or locations at which the Marijuana Dispensary s medical marijuana is being cultivated. Such records shall also record the total number of marijuana plants cultivated or stored at each cultivation location. The Storefront Collective Dispensary shall also maintain an inventory record documenting the dates and amounts of medical marijuana cultivated or stored at the Dispensary Property, if any, as well as the daily amounts of Medical Marijuana distributed from the permitted Dispensary.

Financial Records. The Dispensary shall also maintain a written accounting record or ledger of all cash, receipts, credit card transactions, reimbursements, (including any in-kind contributions), and any and all reasonable compensation for services provided by the Management Members or other members of the Marijuana Dispensary, as well as records of all operational expenditures and costs incurred by Marijuana Dispensary in accordance with generally accepted accounting practices and standards typically applicable to business records.

4. Dispensary Record Retention Period.
The records required above by subparagraphs (1), (2), and (3) of this subsection shall be maintained by the Medical Marijuana Dispensary for a period of three (3) years and shall be made available to the City upon a written request.

Section 17.162.140 City Access to and Inspection of Required Storefront Collective Dispensary Records.

Section 17.162.150 Imposition of tax.

The City Council declares that the ordinance codified in this chapter is adopted to implement a monthly tax on marijuana sales and/or provision, of ***(10 or 15 percent to be determined by City Council)*** payable to the City, which complies with the requirements and limitations contained in California Revenue and Taxation Code Division and subject to approval by November 2016 ballot measure.

DRAFT

On all sales of medical marijuana, and in the event the casual/recreational use of marijuana is legalized or decriminalized in California, any person or entity selling or providing marijuana within the City shall pay to the City a monthly tax of 15 percent, of its gross proceeds from such sales or provision.

Section 17.162.160 Purpose.

The purpose of this tax is to raise revenue to fund wastewater services.

Section 17.162.170 Customers.

This tax shall not be specifically charged or assessed to any customers or consumers of marijuana subject to this tax. Payment and remittance of the tax to the City shall solely be the responsibility of the person or entity selling or providing the marijuana in the City.

Section 17.162.180 Proceeds.

"Proceeds" shall mean gross receipts of any kind, including, without limitation, membership dues; the value of in-kind contributions, exchanges, bartered goods or services; the value of volunteer work; reimbursements provided by members regardless of form; cash payments; and anything else of value obtained by any person or entity for legally selling or providing marijuana in the City.

Section 17.162.190 Modification, repeal or amendment.

The City Council may repeal this chapter, or amend it in a manner which does not result in an increase in the amount of the tax or broaden the scope of the tax imposed herein, without further voter approval. If the City Council repeals any provision of this chapter, it may subsequently reenact it without voter approval, as long as the reenacted provision does not result in an increase in the amount of the tax or broaden the scope of the tax imposed herein.

Section 17.162.200 Administration.

The City Manager, or designee, and/or the City Council by resolution, may promulgate regulations to implement and administer the provisions of this chapter.

Section 17.162.210 Penalties.

Any entity that fails to pay the taxes required by this chapter within 30 days after the due date shall pay, in addition to the taxes, a penalty for nonpayment in a sum equal to 25 percent of the total amount due. Failure to pay all of the taxes required and penalties within 60 days after the tax due date shall result in the immediate suspension of the permit and no sales may be made by the entity. Additional penalties will be assessed in the following manner: 10 percent shall be added on the first day of each calendar month following the month of the imposition of the 25 percent penalty if the tax remains unpaid—up to a maximum of 100 percent of the tax payable on the due date. Receipt of the tax payment by the City shall govern the determination of whether the tax is delinquent. Postmarks will not be accepted as adequate proof of a timely payment.

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Section 17.162.220 Additional penalties.

Any violation of this chapter shall constitute a public nuisance and infraction pursuant to the provisions of Chapters XX and XY of this municipal code.

Section 17.162.230 Records inspection.

Whenever it is necessary to examine any books or records, including tax returns, of any entity subject to the provisions of this chapter, to ascertain the amount of any tax due pursuant to this chapter, the City shall have the power and authority to examine such necessary books and records at any reasonable time including, but not limited to, during normal business hours. Records must be maintained at least seven years.

Section 17.162.240 Application of provisions.

No payment of any tax required under the provisions of this chapter shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner. Nothing in this chapter implies or authorizes that any activity connected with the cultivation, possession or provision of marijuana is legal unless otherwise authorized and allowed by the State of California and permitted by the City.

A duly designated Placer County Sheriff or Community Development Department representative may enter and shall be allowed to inspect the premises of every Marijuana Dispensary as well as the financial and membership records of the Collective required by this Chapter between the hours of eight o'clock (8:00) A.M. and six o'clock (6:00) P.M., or at any appropriate time to ensure compliance and enforcement of the provisions of this Chapter, except that the inspection and copying of the private medical records of a Marijuana Dispensary shall be made available to the Placer County Sheriff only pursuant to a properly executed search warrant or inspection warrant by a court of competent jurisdiction, or a court order for the inspection of such records.
It shall be unlawful for any property owner, landlord, lessee, Medical Marijuana Dispensary member or Management Member or any other person having any responsibility over the operation of the Marijuana Dispensary to refuse to allow, impede, obstruct or interfere with an inspection of the Marijuana Dispensary or the required records thereof.

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STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 22, 2016 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Staff
DATE: June 14, 2016
SUBJECT: Draft Proposed City Manager Contract

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: As determined by City Council and to be included in the 2016/2017 City Budget**	**FROM FUND: Multiple**

RECOMMENDATION: Review the proposed draft city manager contract, receive any public comment, and amend as appropriate and approve Resolution 24-2016.

BACKGROUND AND SUMMARY:

After a thorough recruitment and interview process, the City Council has selected and negotiated an offer of employment to a new city manager. Attached is a proposed draft employment contract for the new city manager. This contract is primarily based on the current city manager contract, with some updating. Staff recommends that City Council discuss the proposed contract, receive public comments, amend as appropriate and authorize the Mayor or Mayor Pro Tem to sign a final contract. Staff is available for any questions the City Council may have.

Attachment:
Resolution 24-2016
Draft City Manager Employment Contract

City of Colfax
City Council

Resolution № 24-2016

AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT WITH JOHN B. SCHEMPF TO SERVE AS COLFAX CITY MANAGER

Whereas, Colfax Municipal Code Chapter 2.08 creates the position of city manager and authorizes the City Council to select an individual to fill that position based solely on the basis of his/her executive and administrative qualifications; and

Whereas, John B. Schempf possesses the executive and administrative qualifications needed to fulfill the duties of Colfax City Manager; and

Whereas, the City Council finds and determines that it is in the best interests of the City of Colfax to hire John B Schempf as its City Manager and to execute an employment agreement with him 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 incorporated into this Resolution by this reference.

2. The Mayor is authorized to execute on behalf of the City an Employment Agreement with John B Schempf in the form attached to this Resolution.

3. The City is authorized to appropriate and expend all City funds needed to perform the City's obligations under the attached Employment Agreement.

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 22nd day of June, 2016 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Steven Harvey, Mayor Pro Tem

ATTEST:

_____
Lorraine Cassidy, City Clerk

EMPLOYMENT AGREEMENT
FOR CITY MANAGER

THIS EMPLOYMENT AGREEMENT ("AGREEMENT"), is made and entered into effective the 1st day of July, 2016 (the "Effective Date"), by and between the City of Colfax, a California municipal corporation and general law city (the "City") and John B. Schempf ("City Manager"), both of whom understand and agree as follows:

RECITALS

This Agreement is made with respect to the following facts:

A. The City wishes to employ John B. Schempf as its City Manager, subject to the following terms and conditions and consistent with applicable laws of the State of California and City ordinances; and

B. John B. Schempf desires to accept employment by the City as its City Manager, subject to the following terms and conditions and consistent with applicable laws of the State of California and City ordinances.

AGREEMENT

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

Section 1. Employment.

The City hereby employs John B. Schempf as City Manager to perform the duties and functions identified in Colfax Municipal Code Title 2, Chapter 2.08, and other duties and functions as the Mayor and/or the City Council assign either orally or in writing to the City Manager. John B. Schempf hereby accepts employment as City Manager subject to the terms and conditions of this Agreement and agrees (1) to devote his full 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. City Manager shall have the authority to execute contracts on behalf of and bind the City for amounts up to and including $5,000 per contract, subject to the direction and control of the City Council. With this exception, City Manager 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. City Manager acknowledges that the position of 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.

Section 2. No Other Employment.

City Manager agrees not to undertake any other employment during the term of this Agreement that will diminish the number of hours he has available to lawfully work for the City. City Manager

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further agrees to confer with the Mayor and/or the City Council or a designated subcommittee thereof before undertaking any projects for organizations other than the City which may require a time commitment by City Manager that may diminish the number of hours he has available to lawfully work for the City.

Section 3. Employment Agreement Controls.

In the event of any conflict or ambiguity between the terms of this Agreement and the Colfax Municipal Code Title 2, Chapter 2.08, the terms of this Agreement shall control.

Section 4. At-Will Employment.

A. This Agreement is effective July 1, 2016 and shall automatically renew from year to year unless and until it is terminated by either party as hereinafter provided. City Manager agrees that he serves at the pleasure of the City. Either the City or City Manager 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 our without good cause or prior notice.

B. Notwithstanding any other provision of this Agreement or of the Colfax Municipal Code, City Manager shall not be removed from office, except for Good Cause as defined in Section 5 C (iii) below, during or within a period of 30 days prior and 90 days immediately succeeding any general or special election held in the City at which a member of the City Council is elected, or within a period of 90 days immediately after a new member of the City Council is appointed. In this regard, Colfax Municipal Code Title 2, Chapter 2.08, Section 2.08.040 in effect as of the Effective Date is expressly made applicable to City Manager.

Section 5. Termination of Agreement.

A. City Manager may terminate this Agreement and resign as City Manager at any time, for any reason, upon two-months prior written notice to the City. Upon receipt of written notice from City Manager, the City may elect to immediately remove City Manager from his position as City Manager or to allow City Manager to remain as City Manager for all or any part of the two-month notice period. If the City removes City Manager from his position as City Manager prior to the expiration of the two-month notice period, the City will pay City Manager an amount equal to the salary and benefits that City Manager would have received if he had remained in the City Manager position until the expiration of the two-month notice period, less legally required withholdings. If the City advises City Manager that he should continue to perform his duties and functions as City Manager during the two-month notice period, and City Manager fails to do so, City Manager will receive no salary or benefits after the last date on which he actually performs his City Manager duties and functions.

B. If the City elects to terminate this Agreement and City Manager's employment without Good Cause as defined in Section 5 C (iii) of this Agreement ("Good Cause"), then as of the effective date of termination, the term of this contract shall be deemed to have a then remaining duration of four months. The City will pay City Manager for all earned pay and accrued, unused vacation benefits up to but not including the effective date of termination, less legally required withholdings.

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C. (i) If the City elects to terminate this Agreement for Good Cause, it will pay City Manager for all earned pay and accrued, unused vacation benefits at the time it notifies City Manager of the termination decision, less legally required withholdings. City Manager will be entitled to no pay or benefits after the date that the City notifies him that this Agreement and his employment by the City are being terminated for Good Cause. If the City elects to terminate this Agreement with Good Cause, it will provide City Manager with a brief, written explanation for that decision sent to City Manager's last known home address. City Manager 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 any provision of the Colfax Municipal Code or otherwise. City Manager 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 City Manager's employment for Good Cause, the City Council may consider granting City Manager, upon City Manager's written request, the opportunity to cure the proposed reason for termination within a thirty (30) business day period after City Manager is advised of the reason the City Council is considering termination of this Agreement and City Manager's employment.

(iii) For purposes of this Section 5, "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 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 City Manager's reputation, (8) involvement in any act involving moral turpitude that would compromise City Manager's effective performance as 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 City Manager to observe or perform any of his duties and obligations under this Agreement or (12) inability to perform the essential duties and functions of the 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 City Manager, the City shall pay all salary and benefits due up to and including City Manager's date of death to City Manager's legal heir(s).

D. In the event this Agreement is terminated by the City or City Manager for any reason, the City and City Manager agree that neither party shall make any written or oral statements to members

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of the public, the press, or any City employee concerning City Manager'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 City Manager. Either party may orally repeat the substance of the joint press release or statement in response to any inquiry.

Section 6. Inability To Perform Essential Duties and Functions.

City Manager agrees that if he is unable to perform the essential duties and functions of the 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 City Manager's inability to perform the essential duties and functions of the City Manager position, it will so advise City Manager in a writing sent to City Manager's last known home address. At the time the City provides such notice, it will pay City Manager for all earned pay and accrued, unused vacation benefits, less legally required deductions. Once said amounts have been paid, all financial obligations between City and City Manager shall cease.

Section 7. Compensation

A. Base Compensation

The City agrees to pay City Manager for the performance of his duties and functions an initial compensation of $110,000.00 for the first year of service under this Agreement, $115,000.00 .00 for the second year of service and $120,000.00 for the third year of service under this Agreement. City Manager's salary will be paid in installments at the same time that other employees of the City are paid, prorated for any partial month of service. The City shall have the right to increase City Manager's base annual salary at any time. Any adjustment to City Manager's salary must be authorized in writing by the City. City Manager shall not be entitled to receive payment or credit for, and the City shall not pay or credit City Manager for, overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. City Manager acknowledges that the position of City Manager is exempt from the provisions of the Fair Labor Standards Act (FLSA).

B. Annual Cost Of Living Adjustment.

At the commencement of the fourth year of service under this Agreement, and on each annual anniversary date of this Agreement thereafter (the "Adjustment Date"), and provided that City Manager remains employed by the City, the City Manager's annual salary shall increase by the increase in the Consumer Price Index (CPI), calculated as follows. The base for computing the annual salary adjustment is the Consumer Price Index, All Urban Consumers, All Items, For The San Francisco Bay Area, published by the United States Department of Labor, Bureau of Labor Statistics (the "Index") which is in effect on the Effective Date (the "Beginning Index"). The Index published most immediately preceding the Adjustment Date in question ("Extension Index") is to be used in determining the amount of the adjustment. If the Extension has increased over the Beginning Index, the increase in the City Manager's salary shall be set by multiplying the City Manager's gross annual salary immediately prior to the Adjustment Date by a fraction, the numerator of which is the Extension Index and the

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denominator of which is the Beginning Index. In no case shall the City Manager's salary be decreased. If the CPI is discontinued by the Bureau of Labor Statistics, the Index designated by the Bureau of Labor Statistics as replacing the CPI shall be used. The CPI increase provided for in this paragraph shall be in addition to any other salary or benefit increase the City Council may authorize.

Section 8. Benefits.

During the term of this Agreement and his employment hereunder, City Manager shall be entitled to receive the following benefits on the same terms and conditions as other City department heads:

A. Vacation: 20 days per year, accrued at the rate of 13.33 hours per month commencing on the Effective Date. City Manager's vacation account shall be credited with 80 hours of vacation at the inception of City Manager's employment by the City.

B. Holidays: consistent with the City's holiday policy.

C. Sick Leave: eight hours per full month of service for use due to a bona fide illness, off-duty injury or confinement for medical treatment. City Manager's maximum accrual of sick leave shall be as provided to other City employees. City Manager's sick leave account shall be credited with 40 hours of sick leave at the inception of City Manager's employment by the City.

D. Bereavement Leave: consistent with the City's policy.

E. Health Plan. Employee and Employee's qualified dependents shall be eligible to participate in Employer's sponsored health plan. The Employer shall pay up to $800 toward medical insurance each month, prorated for any partial month of employment. Any and all monthly premium payments in excess of $800 shall be paid by the Employee and shall be deducted from the Employee's paycheck as a pre-tax deduction as allowed by applicable law. Employee shall be permitted, at Employee's election, to receive $800 per month in lieu of medical insurance which can be paid directly to City Manager or deposited into one of the City's qualified plans for City Manager's benefit.

F. Pension: On the same basis as other department heads employed by the City, which is currently the California Public Employee's Retirement System (CalPERS) 2% at 60.

G. Compensated Time Off / Administrative Time: On the same basis as other department heads employed by the City. As of the Effective Date, the City provides 10 days of administrative time per year.

H. Other benefits on the same basis as department heads employed by the City.

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Section 9. Automobile

City Manager understands that the City does not provide a vehicle for City Manager's use and that City Manger shall be required to use his privately owned vehicle on City business. City Manager shall be reimbursed for mileage actually driven on City business at the IRS standard mileage rate per City business mile driven, as such mileage rate may be adjusted from time-to-time. At all times during this Agreement, City Manager shall keep and maintain a policy of comprehensive automobile insurance (Bodily Injury and Property Damage) on owned, leased and non-owned vehicles used in connection with City business of no less than $500,000 combined single limit per occurrence. Proof of such insurance shall be provided to the City's risk manager. The City Manager's insurance coverage shall be primary as respects the City, its officers, agents, employees and volunteers. Any insurance kept or maintained by the City, its officers, agents, employees and volunteers shall be excess of City Manager's and shall not contribute with it.

Section 10. Performance Evaluations

The City Council shall review and consider City Manager's performance as City Manager as close as reasonably possible to the beginning of each year while this Agreement, or any renewal or extension of this Agreement, remains in effect. The review shall be discussed with City Manager and reduced to writing, and shall only cover the annual period of performance being reviewed.

Section 11. Confidential Information.

City Manager 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 City Manager.

Section 12. City Property.

City Manager agrees that all materials, regardless of their form, that he receives, creates or produces in connection with this Agreement and/or his employment as City Manager are and will remain the exclusive property of the City. City Manager 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 13. Assistance in Litigation.

City Manager 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. City Manager 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 that are adverse to the City except pursuant to duly issued legal process or as otherwise authorized by the City. City Manager agrees to notify the City immediately upon receipt of any legal process pertaining to the City.

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Section 14. Alternative Dispute Resolution

(a) City Manager and the City agree that if a dispute arises from or relates to this Agreement, to City Manager's employment as City Manager or his termination or resignation from that position, or to the amount of pay or benefits which City Manager is owed, then before resorting to mediation, arbitration or other legal process, City Manager 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, City Manager and a committee of two elected City Council members appointed by the Mayor and approved by a majority of the City Council 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 14 (b) below. Any resolution shall be subject to approval by a majority of the City Council.

(b) Subject to the provisions of sub-Section 14 (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 nearest office of the Judicial Arbitration and Mediation Service (JAMS). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the nearest 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, other than himself/herself, at the nearest office of the Judicial Arbitration and Mediation Service (JAMS). The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure or pursuant to such other process as the City and City Manager may agree. In either 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 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.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT

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OR JURY TRIAL.

BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION 14. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THIS AGREEMENT TO ALTERNATIVE DISPUTE RESOLUTION AS PROVIDED IN THIS SECTION 14.

City Initials:_____ City Manager's Initials:_____

Section 15. Indemnification

This section was intentionally omitted.

Section 16. Governing Law.

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

Section 17. Headings.

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

Section 18. Assignment.

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

Section 19. 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 20. Notices.

Notices pursuant to this Agreement shall be given in writing and shall be deemed given when personally served upon the person to whom addressed or when mailed by certified or registered mail and deposited with the United States Postal Service, postage prepaid and addressed as follows:

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City: Mayor, City of Colfax
P.O. Box 702
33 S. Main Street
Colfax, CA 95713

City Manager:

John B. Schempf
(Address to be provided)

Section 21. Modification.

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

Section 22. Entire Agreement.

This Agreement supersedes any and all other agreements, either oral or in writing, and contains all agreements between City Manager and the City regarding his employment as City Manager. City Manager 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.

City of Colfax

By: _____
Tom Parnham
Mayor, City of Colfax

_____
John B. Schempf
City Manager

ATTEST:

_____
Lorraine Cassidy
City Clerk

Approved As To Form

Alfred A. Cabral
City Attorney

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