



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

September 14, 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) PRESENTATION

- 2A. Presentation by Placer Sierra Railroad Heritage Society (PSRHS) – Caboose Management Proposal
Malcom Frost - President

3) 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

- 3A. Minutes of the City Council Meeting of August 10, 2016
Recommendation: Approve the Minutes of the Regular Meeting of August 10, 2016.
- 3B. Cash Summary Report – July 2016
Recommendation: Receive and File.
- 3C. Highway 174 Gateway Monument Sign Maintenance Agreement
Recommendation: Adopt Resolution 37-2016 Authorizing the City Manager to execute a Highway Maintenance Agreement with the State of California for the Highway 174 Gateway Monument Sign Project.
- 3D. Adoption of FEMA Hazard Mitigation Plan Update for Placer County
Recommendation: Adopt Resolution 38-2016 Adopting the Placer County 2016 Local Multi-Hazard Mitigation Plan
- 3E. Transit Center Funding Grant
Recommendation: For information only
- 3F. Mink Creek Petition
Recommendation: For information only

4) 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.

- 4A. Committee Reports and Colfax Informational Items - All Councilmembers
- 4B. City Operations Update – City staff
- 4C. Additional Reports – Agency partners



5) 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.

6) PUBLIC HEARINGS

NOTICE TO THE PUBLIC: City Council will take the following actions when considering a matter scheduled for hearing:

1. Open the public hearing	2. Presentation by staff
3. Council comments and questions	4. Accept public testimony
5. Council comments and question	6. Close public hearing. (No public comment is taken after the hearing is closed s
7. City Council action	

Public hearings that are continued will be announced. The continued public hearing will be listed on a subsequent Council Meeting Agenda and posting of that agenda will serve as notice.

The City Council encourages the participation of the public. To ensure the expression of all points of view, and to maintain the efficient conduct of the City's business, members of the public who wish to address the Council shall do so in an orderly manner. The audience is asked to refrain from positive or negative actions such as yelling, clapping or jeering that may intimidate other members of the public from speaking. Members of the public wishing to speak may request recognition from the presiding officer by raising his or her hand, and stepping to the podium when requested to do so.

6A. Introduction and First Reading of Ordinance 529 amending Colfax Municipal Code Chapter 17.162 covering cultivation, dispensaries, use, delivery, manufacturing, and revenue requirements of medical cannabis in the City of Colfax.

STAFF PRESENTATION: John Schempf, City Manager

RECOMMENDATION: Introduce the proposed Ordinance 529 by title only, conduct a Public Hearing and thereafter by Motion waive the first reading and continue for a second reading at the September 28, 2016 City Council meeting.

6B. Introduction and First Reading of Ordinance 530 cancelling the City's assumption of responsibility for enforcement of the Mobile Home Parks Act and Special Occupancy Parks Act and returning responsibility for enforcement to the California Department of Housing and Community Development.

STAFF PRESENTATION: John Schempf, City Manager

RECOMMENDATION: Introduce the proposed Ordinance 530 by title only, conduct a Public Hearing and thereafter by Motion waive the first reading and continue for a second reading at the September 28, 2016 City Council meeting.

7) COUNCIL BUSINESS

7A. Reopening of Golden State Patient Care Collective (Tabled at August 10, 2016 Council Meeting due to lack of quorum)

STAFF PRESENTATION: John Schempf, City Manager

RECOMMENDATION: Vote to approve or deny reopening of business.

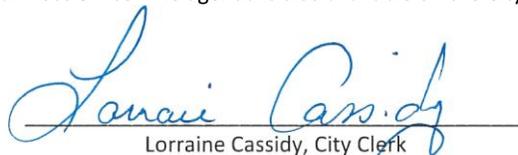
7B. New Electric Charging Station in Downtown Colfax

PRESENTATION: John Schempf, City Manager

RECOMMENDATION: Adopt Resolution 39-2016 authorizing the City Manager to enter into an agreement with EVgo for installation of an electric vehicle charging station in the Colfax Historic District.

8) 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.



Proposal to the City of Colfax
for
Management and Operation of the Colfax Caboose

In exchange for **operational control** of the Colfax caboose, we, the Interactive Caboose Committee, made up of members of Placer-Sierra Railroad Heritage Society (PSRHS) and interested community volunteers, propose to the City of Colfax the following:

- to cover ongoing maintenance
- periodic painting
- roofing repairs
- appropriate insurance for this unique historical resource

Planned Use of the Caboose: If given operational control of the caboose by the City, the Interactive Caboose Committee pledges its commitment to:

- Provide an interpretive program for visitors of all ages to understand the importance of the caboose in railroad history and railroad operations in California and across the nation. Develop interactive photo and video displays as well as educational programs in conjunction with local school curricula
- Staff the caboose for special community events and for weekend openings should they become a viable addition to Colfax tourism
- Conduct fundraisers for the caboose using the caboose as a backdrop
- Raise funds through other means to ensure ongoing maintenance is completed



City of Colfax
 City Council Minutes
 Regular Meeting of Wednesday, August 10, 2016
 City Hall Council Chambers
 33 S. Main Street, Colfax CA

1 CONVENE MEETING

1A. **Call to Order**

Mayor Parnham called the meeting to order at 7:01PM.

1B. **Pledge of Allegiance**

California Highway Patrol Officer Chris Nave led the Pledge of Allegiance.

1C. **Roll Call**

Council members present: Douglass, Parnham, Stockwin

Council members absent: Harvey, Hesch

1D. **Approval of Agenda Order**

Mayor Parnham suggested Items 5D, Reopening of Golden State Patient Care Collective and 5E, Medical Marijuana Ordinance, be postponed due to the absence of two councilmembers. City Attorney Cabral agreed that Item 5D should be postponed because a potential conflict of interest with Councilmember Douglass would create an invalid quorum. Item 5E would not have the same problem.

City Manager Schempf stated the League of California Cities regularly sends email alerts regarding legislative action and requesting City input. Mr. Schempf asked for direction from the Council regarding submitting replies to state officials in response to League requests. City Attorney Cabral stated cities commonly delegate these replies to the City Manager who will use his discretion to send replies which are appropriate and timely. Council indicated they would like Mr. Schempf to reply to the requests on the behalf of Council.

Linda Lou Haines, Colfax resident, stated she would prefer Council would not postpone item 5E.

On a motion by Councilmember Douglass, seconded by Councilmember Stockwin, the City Council postponed the discussion of Item 5D for the first meeting in September.

AYES: Parnham, Stockwin

ABSTAIN: Douglass

ABSENT: Harvey, Hesch

On a motion by Councilmember Douglass, seconded by Councilmember Stockwin, the City Council approved the agenda as amended.

AYES: Douglass, Parnham, Stockwin

ABSENT: Harvey, Hesch

2 CONSENT CALENDAR

2A. **Minutes City Council Meeting of July 27, 2016**

Recommendation: Approve the Minutes of the Regular Meeting of July 27, 2016.

2B. **Quarterly Investment Report**

Recommendation: Receive and file.

2C. Bureau Veritas Contract Extension

Recommendation: Adopt Resolution 32-2016 authorizing the City Manager to extend the contract with Bureau Veritas for building inspection services on an as needed basis through June 30, 2017.

2D. Gann Appropriations Limit

Recommendation: Adopt Resolution 33-2016 certifying compliance with the 2015-2016 Appropriation Limitation and establishing the Appropriation Limitation for the 2016-2017 Fiscal Year.

2E. Local and State Transit Assistance Request

Recommendation: Adopt Resolution 34-2016 amending claims to the Placer County Transportation Planning Agency for the City of Colfax's Article 8 Local Transportation Funds for FY2015-2016 and submitting the claim for State Transit Assistance Funds.

2F. Grand Jury Report Response – Code Enforcement Policy

Recommendation: Approve response to Grand Jury projecting adoption of a code enforcement policy in the fall of 2016.

2G. League of California Cities Voting Delegate

Recommendation: Designate the City Manager as the Voting Delegate representing the City to the League of California Cities at the 2016 Conference.

On a motion by Councilmember Stockwin, seconded by Councilmember Douglass, the City Council approved the Consent Calendar.

AYES: Douglass, Parnham, Stockwin

ABSENT: Harvey, Hesch

3 COUNCIL, STAFF, AND OTHER REPORTS**3A. Committee Reports and Colfax Informational Items – All Councilmembers**

Councilmember Stockwin

- Councilmember Stockwin thanked the Colfax Garden Club for their efforts. The downtown area is looking better and better!

Councilmember Douglass

- Councilmember Douglass reported the City/County Officials Dinner which was hosted by the City of Colfax was very enjoyable and he was pleased the City could impress officials from other jurisdictions.
- He recently attended two local fundraisers; represented the City on the SACOG Board; and attended a Chamber Mixer.
- He was also pleased to be invited to the Best of the Best Celebration hosted by the Colfax Record.

Mayor Parnham

- Mayor Parnham commented on the success of the City/County Officials Dinner.
- He attended the Supervisor's Coffee.
- Mayor Parnham announced he would not be running for Council for the next term and encouraged interested residents to run for office.

3B. City Operations – City Staff*City Manager Schempf*

- City Manager Schempf stated he was impressed by the City/County Dinner; the event put Colfax in a good light.
- He toured the Auburn Sheriff's Office and the Colfax Substation with Sergeant Ty Conners; met with a representative for the League of California Cities; and discussed Colfax with Jenine Windeshausen, Placer County Treasurer/Tax Collector. These meetings and other encounters suggest that Colfax has a positive sphere of influence and support beyond its borders
- Due to the efforts of Community Services Director Wes Heathcock, Recology will be hosting a fall clean-up day for green waste.
- The staff representative to the Animal Control Ad Hoc Committee is Technical Services Manager Travis Berry. City Manager Schempf encouraged the committee to meet as soon as possible to report back to the full Council.
- The Wastewater Treatment Plant has been issued a Notice of Violation from the State Water Board due to some issues last September and December which have since been resolved. The City has been fined \$21,000, some of which can be used towards training.

3C. Additional Reports – Agency Partners*Sergeant Ty Conners, Placer County Sheriff's Office Colfax Substation Commander*

- Sergeant Conners reported the officers have been busy with search and rescue missions as well as the regular activities within Colfax.
- He stated the Skatepark preliminary designs are available for public comment. Fundraising has been going well. Beach Hut Deli will be hosting another fundraising event this weekend.

Chris Nave, California Highway Patrol (CHP) Public Information Officer

- Officer Nave stated the district CHP has had an astounding number of fatalities to deal with since January – the 9 fatalities in the area are about 4 times more than usual.
- CHP has extra units patrolling during the beginning of the school year.
- As the Little League Chair, he thanked Community Services Director Heathcock and the Public Works crew for their phenomenal efforts to have the Ballpark ready for the tournament after the park was vandalized.

Frank Klein, Colfax Area Chamber President

- Mr. Klein stated the Mixer last week was well attended and he is grateful for the participation from Council and City staff.
- The next mixer will be on September 6, 2016 at 5:30PM at the L'Orange Salon.

4 PUBLIC COMMENT*Logan Neely, resident Boy Scout*

- Mr. Neely explained his proposal for his Eagle Scout Project to add pavers to Roy Tom's Plaza and reseal the plaza. Council approved his plan and wished him success in his efforts.

Stacie Younggren, area resident

- Thanked the Firefighters in the audience for their work. She stated they do a great and amazing job that allows residents to feel secure even with the inherent danger of being in the foothills during fire season.

Linda Lou Haines, City resident

- Stated controversial agenda items such as medical marijuana should be the first items dealt with during the meetings.

Foxy McCleary, 127 Saunders Lane

- Announced the VFW breakfast is every second Sunday from 8-11AM. Please join the VFW for a full meal for only \$6 dollars. It is a great way to support the fundraising efforts of the Veterans.
- The Art Walk is every second Friday. Come downtown and enjoy the art from 4-8PM

5 COUNCIL BUSINESS

5A. **Wastewater Treatment Plant (WWTP) Electric Maintenance Vehicle**

STAFF PRESENTATION: Travis Berry, Technical Services Manager

RECOMMENDATION: Adopt Resolution 35-2016 authorizing the City Manager to execute a purchase agreement with Nick's Custom Golf Cars for an electric Carryall 500 E vehicle for maintenance use at the wastewater treatment facility.

Mr. Berry explained the current vehicle at the Wastewater Treatment Plant needs replacement. Staff is recommending an electric vehicle which will be more efficient and useful for the plant.

On a motion by Councilmember Douglass, seconded by Councilmember Stockwin, Council voted to approve Resolution 35-2016.

AYES: Douglass, Parnham Stockwin

ABSENT: Harvey, Hesch

5B. **Sierra Oaks Estates & Village Oaks Apartments CEQA Document Preparation - Contract for Professional Services**

STAFF PRESENTATION: John Schempf, City Manager

RECOMMENDATION: Adopt Resolution 36-2016 authorizing the City Manager to execute an agreement with The RCH Group for Sierra Oaks Estates & Village Oaks Apartments CEQA Document in an amount not to exceed \$15,860.

City Manager Schempf stated this contract is part of the process for developing the parcel. The City will contract with the consultant and the developer will pay the fees.

On a motion by Councilmember Stockwin and a second by Councilmember Douglass, Council adopted Resolution 36-2016.

AYES: Douglass, Parnham Stockwin

ABSENT: Harvey, Hesch

5C. **Transfer of Mobile Home Park Jurisdiction to the State Department of Housing and Community Development**

STAFF PRESENTATION: John Schempf, City Manager

RECOMMENDATION: Discuss and direct staff as appropriate.

City Manager Schempf stated the City's one mobile home park has not been inspected in several years. The expense of bringing the park into compliance will be far greater than the annual permit fee of \$312. The Colfax Building Official suggests the City transfer jurisdiction to the State. This requires an ordinance which staff would like to bring back to Council for the first reading at the next meeting. Council agreed this would be the best course of action.

5D. **Reopening of Golden State Patient Care Collective**

STAFF PRESENTATION: John Schempf, City Manager

RECOMMENDATION: Discuss and direct staff as appropriate.

This item was tabled for the next meeting due to a lack of valid quorum.

5E. **Medical Marijuana Ordinance**

STAFF PRESENTATION: John Schempf, City Manager

RECOMMENDATION: Discuss proposed ordinance and approve for hearing and adoption at September 2016 meetings.

City Manager Schempf explained he used the guidance given him by Council at the last City Council Meeting to modify the ordinance. It is now a much simpler document. Council gave several suggestions which will be incorporated into the ordinance before the first reading at the next City Council Meeting.

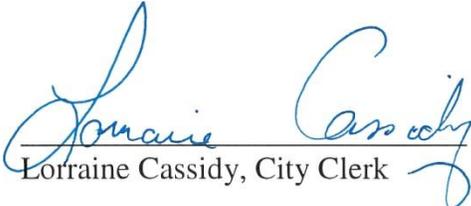
The City Attorney provided a copy of the impartial analysis which will be submitted to the County for inclusion in the Voter's Pamphlet. Councilmember Stockwin commented the analysis was well done and not biased.

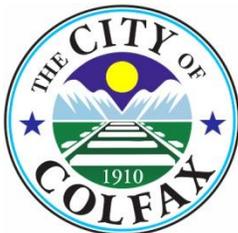
Public comments were heard from Linda Lou Haines, Chris Nave, Rich Miller and Jim Dion.

6 **ADJOURNMENT**

As there was no further business on the agenda, Mayor Parnham adjourned the meeting at 8:34PM.

Respectfully submitted to City Council this 14th day of September, 2016.


Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE SEPTEMBER, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: August, 24, 2016
SUBJECT: City of Colfax Cash Summary Report: July 2016

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Accept and file City of Colfax Cash Summary Report: July 2016.

BACKGROUND AND ANALYSIS:

These monthly financial reports include General Fund Reserved Cash Analysis Graphs and the City of Colfax Cash Summary Report (with supporting documentation). The reports are prepared monthly on a cash basis and are reconciled to the General Ledger accounting system, previous reports, and bank statements. Detailed budget comparisons are provided as a mid-year report and also as part of the proposed budget process each year.

The purpose of the reports is to provide status of funds and transparency for Council and the public of the financial transactions of the City.

The attached reports reflect an overview of the financial transactions of the City of Colfax in July 2016. Monthly highlights include:

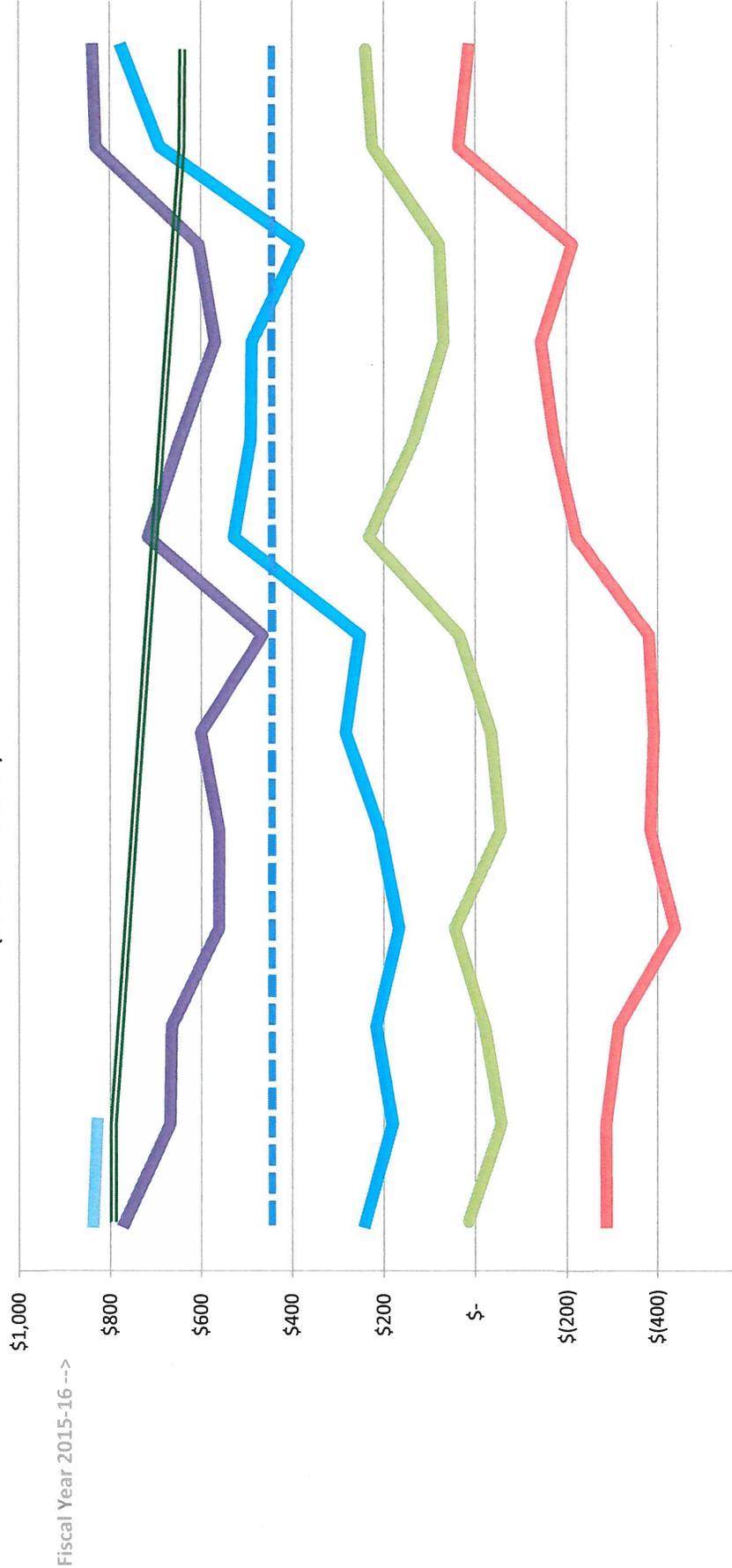
- General Fund Reserved Cash is tracking consistently with previous years and our General Fund Reserve balance has been met consistently for the past 1.5 years.
- Negative cash fund balances in Fund 250 Streets& Roads and Fund 370/375 Capital Funds are due to timing of funding allocations and reimbursements.

ATTACHMENTS:

1. General Fund Reserved Cash Analysis Graphs
 - a. Cash Analysis – Balance
 - b. Expenses by Month
 - c. Revenues by Month
2. Cash Activity Reports
 - a. Cash Summary
 - b. Cash Transaction Report – by individual fund
 - c. Check Register Report - Accounts Payable
 - d. Daily Cash Summary Report (Cash Receipts)

City of Colfax - July 2016 General Fund Reserved Cash Analysis

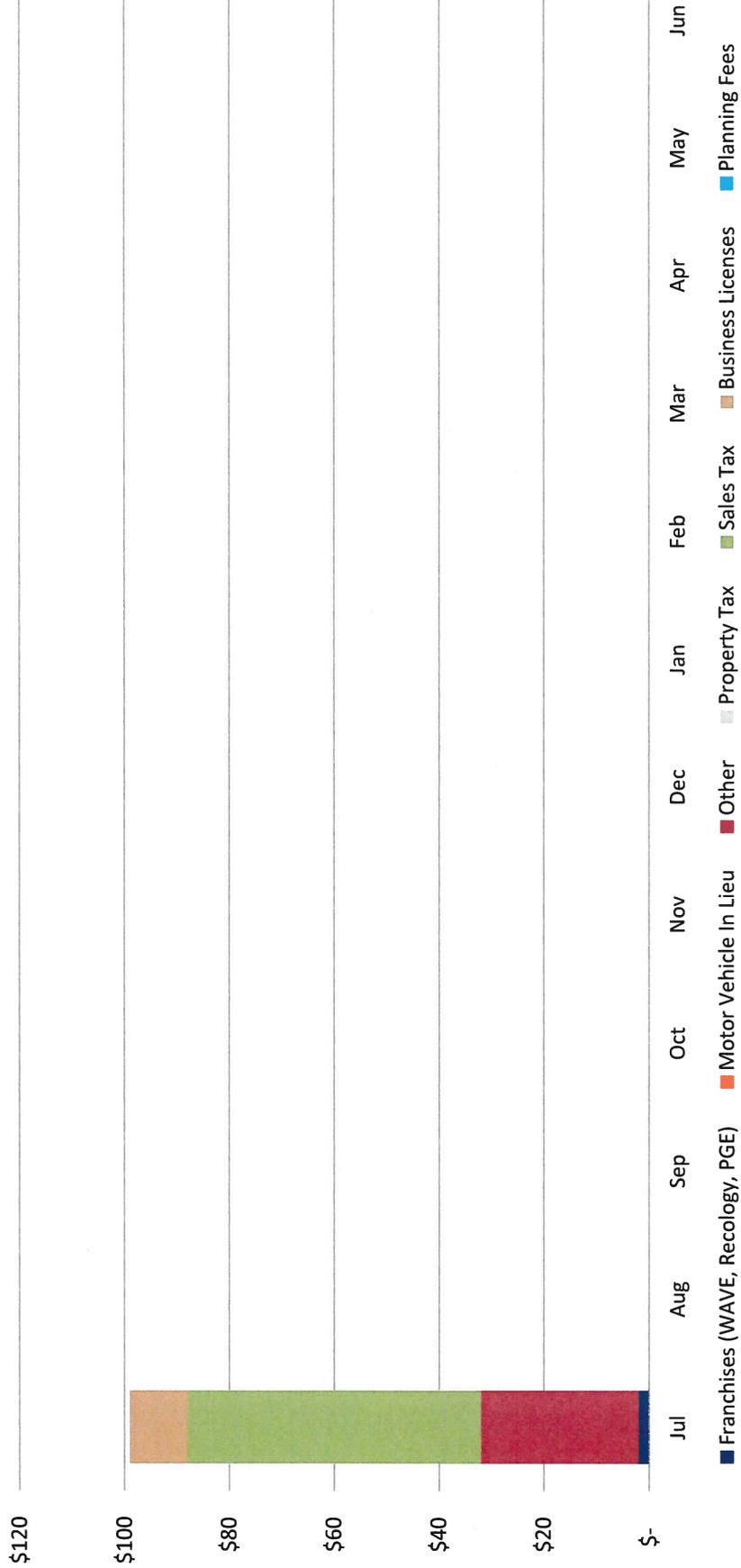
(Dollars in Thousands)



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2016-17	\$838	\$829											
Cash Balance FY2015-16	\$768	\$670	\$666	\$562	\$561	\$601	\$466	\$717	\$647	\$569	\$605	\$831	838
Cash Balance FY2014-15	\$240	\$181	\$217	\$167	\$209	\$284	\$253	\$528	\$491	\$489	\$385	\$691	773
Cash Balance FY2013-14	\$15	\$(57)	\$(20)	\$45	\$(55)	\$(34)	\$36	\$233	\$134	\$69	\$79	\$225	240
Cash Balance FY2012-13	\$(287)	\$(286)	\$(314)	\$(438)	\$(383)	\$(391)	\$(380)	\$(221)	\$(173)	\$(144)	\$(212)	\$37	15
*Reserves (Ops, Cap, Pen)	\$445	\$445	\$445	\$445	\$445	\$445	\$445	\$445	\$445	\$445	\$445	\$445	445
Budget FY2016-17	\$793	\$793	\$778	\$763	\$748	\$733	\$718	\$703	\$688	\$673	\$658	\$643	641

* General Fund (GF) Reserves per adopted budget.

City of Colfax - July 2016 General Fund Reserved Cash - Revenues by Month (Dollars in Thousands)



City of Colfax - July 2016 General Fund Reserved Cash - Expenses by Month (Dollars in Thousands)



City of Colfax
Cash Summary
July 31, 2016

	Balance 06/30/2016	Revenues In	Expenses Out	Transfers	Balance 07/31/2016
US Bank	\$ 138,581.12	\$ 385,638.49	\$ (354,897.75)	\$ -	\$ 169,321.86
LAIF	\$ 3,706,910.42	\$ 4,766.72		\$ -	\$ 3,711,677.14
Total Cash - General Ledger	\$ 3,845,491.54	\$ 390,405.21	\$ (354,897.75)	\$ -	\$ 3,880,999.00
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	\$ 3,845,791.54	\$ 390,405.21	\$ (354,897.75)	\$ -	\$ 3,881,299.00

Change in Cash Account Balance - Total \$ 35,507.46

Attached Reports:

- 1. Cash Transactions Report (By Individual Fund)
 - 2. Check Register Report (Accounts Payable) \$ (203,619.60)
 - 3. Cash Receipts - Daily Cash Summary Report \$ 166,928.58
 - Payroll Checks and Tax Deposits \$ (55,839.85)
 - Utility Billings - Receipts \$ 123,476.28
 - Bank Service Charge \$ (204.57)
 - LAIF Quarterly Interest \$ 4,766.72
 - EFT Correction \$ (0.10)
- \$ 35,507.46 \$ -

Prepared by: Laurie Van Groningen 8/24/16
Laurie Van Groningen, Finance Director

Reviewed by: John Schempf 8/24/16
John Schempf, City Manager

City of Colfax
Cash Transactions Report - July 2016

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 1,038,349.38	\$ 79,482.31	\$ (97,892.50)	\$ 1,019,939.19
Fund: 120 - Land Development Fees	\$ 25,747.94	\$ -	\$ (352.50)	\$ 25,395.44
Fund: 570 - Garbage Fund	\$ (225,953.89)	\$ 10,750.00	\$ (573.57)	\$ (215,777.46)
Fund Type: 1.11 - General Fund - Unassigned	\$ 838,143.43	\$ 90,232.31	\$ (98,818.57)	\$ 829,557.17
Fund Type: 1.14 - General Fund - Restricted				
Fund: 571 - AB939 Landfill Diversion	\$ 30,517.26	\$ -	\$ -	\$ 30,517.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 773,576.74	\$ 20,377.76	\$ (15,195.15)	\$ 778,759.35
Fund Type: 1.14 - General Fund - Restricted	\$ 804,094.00	\$ 20,377.76	\$ (15,195.15)	\$ 809,276.61
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ 52,726.76	\$ 66.83	\$ -	\$ 52,793.59
Fund: 211 - Mitigation Fees - Drainage	\$ 3,045.79	\$ 3.87	\$ -	\$ 3,049.66
Fund: 212 - Mitigation Fees - Trails	\$ 42,670.80	\$ 54.08	\$ -	\$ 42,724.88
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 97,717.50	\$ 123.85	\$ -	\$ 97,841.35
Fund: 214 - Mitigation Fees - City Bldgs	\$ 943.40	\$ 1.20	\$ -	\$ 944.60
Fund: 215 - Mitigation Fees - Vehicles	\$ 4,487.96	\$ 5.69	\$ -	\$ 4,493.65
Fund: 217 - Mitigation Fees - DT Parking	\$ 26,597.47	\$ 33.71	\$ -	\$ 26,631.18
Fund: 218 - Support Law Enforcement	\$ -	\$ -	\$ -	\$ -
Fund: 241 - CDBG Housing Rehabilitation	\$ 94,488.89	\$ 119.76	\$ -	\$ 94,608.65
Fund: 244 - CDBG MicroEnterprise Lending	\$ 121,087.36	\$ 1,152.79	\$ -	\$ 122,240.15
Fund: 250 - Streets - Roads/Transportation	\$ -	\$ 90.00	\$ (20,997.68)	\$ (20,907.68)
Fund: 253 - Gas Taxes	\$ 13,141.33	\$ 44.33	\$ (1,496.66)	\$ 11,689.00
Fund: 270 - Beverage Container Recycling	\$ 37,891.07	\$ 48.24	\$ -	\$ 37,939.31
Fund: 280 - Oil Recycling	\$ 2,886.20	\$ 4.20	\$ (1,320.32)	\$ 1,570.08
Fund: 286 - Community Projects	\$ 5,260.09	\$ 6.67	\$ -	\$ 5,266.76
Fund: 292 - Fire Department Capital Funds	\$ 139,967.59	\$ 179.09	\$ -	\$ 140,146.68
Fund: 342 - Fire Construction - Mitigation	\$ 2,426.04	\$ 3.08	\$ -	\$ 2,429.12
Fund: 343 - Recreation Construction	\$ 2,426.49	\$ 3.08	\$ -	\$ 2,429.57
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 647,764.74	\$ 1,940.47	\$ (23,814.66)	\$ 625,890.55
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 350 - Street Improvement Projects	\$ (55,763.03)	\$ 55,763.03	\$ (30.86)	\$ (30.86)
Fund: 370 - North Main Street Bike Route	\$ (27,929.45)	\$ -	\$ (2,132.56)	\$ (30,062.01)
Fund: 375 - East Oak Street Sidewalk	\$ (68,557.62)	\$ -	\$ (449.35)	\$ (69,006.97)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (152,250.10)	\$ 55,763.03	\$ (2,612.77)	\$ (99,099.84)
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	\$ 488,075.32	\$ 139,830.62	\$ (163,988.53)	\$ 463,917.41
Fund: 561 - Sewer Liftstations	\$ 373,784.78	\$ 22,352.16	\$ (25,238.25)	\$ 370,898.69
Fund: 563 - Wastewater Treatment Plant	\$ 433,532.18	\$ 58,403.57	\$ (25,066.14)	\$ 466,869.61
Fund: 564 - Sewer Connections	\$ 41,080.00	\$ -	\$ -	\$ 41,080.00
Fund: 565 - General Obligation Bond 1978	\$ 16,085.61	\$ -	\$ -	\$ 16,085.61
Fund: 567 - Inflow & Infiltration	\$ 355,481.58	\$ 1,505.29	\$ (163.68)	\$ 356,823.19
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 1,708,039.47	\$ 222,091.64	\$ (214,456.60)	\$ 1,715,674.51
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ -	\$ -	\$ -	\$ -
Fund Type: 9.0 - CLEARING ACCOUNT	\$ -	\$ -	\$ -	\$ -
Grand Totals:	\$ 3,845,791.54	\$ 390,405.21	\$ (354,897.75)	\$ 3,881,299.00

Check Register Report

ITEM 3B

Checks Processed July 2016

Date: 08/01/2016

Time: 4:24 pm

Page: 1

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CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
51854	07/06/2016	Printed		01448	AMERIGAS - COLFAX	PROPANE CITY HALL	25.31
51855	07/06/2016	Printed		01448	AMERIGAS - COLFAX	PROPANE SHERIFF DEPT	24.19
51856	07/06/2016	Printed		01448	AMERIGAS - COLFAX	PROPANE FIRE DEPT	17.39
51857	07/06/2016	Printed		01500	ANDERSON'S SIERRA	PVC BALL VALVE'S & COUPLING	340.45
51858	07/06/2016	Printed		02206	BEN TOILET RENTALS	INV'S 315131 & 315856	145.57
51859	07/06/2016	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	ACT & LABOR TEMPS	2,765.50
51860	07/06/2016	Printed		08050	HACH COMPANY	WWTP SUPPLIES	313.08
51861	07/06/2016	Printed		08086	HBE RENTALS	200 SCISSOR LIFT	65.00
51862	07/06/2016	Printed		08159	HILL BROTHERS CHEMICAL CO.	CHEMICALS	7,148.29
51863	07/06/2016	Printed		08170	HILLS FLAT LUMBER CO	STMT 6/25/16	1,892.44
51864	07/06/2016	Printed		08660	HUNT AND SONS, INC.	PUBLIC WORKS FUEL	186.26
51865	07/06/2016	Printed		09455	INLAND BUSINESS SYSTEMS	COPY MACH MAINTENANCE	410.86
51866	07/06/2016	Printed		10550	JOSEPH HALTON	#10 WINDOW ENVELOPES	89.23
51867	07/06/2016	Printed		11148	KUTTLER'S TREE SERVICE	Tree Work 33 W. Main St	450.00
51868	07/06/2016	Printed		12101	LAFCO	2016/2017 FEE'S	819.76
51869	07/06/2016	Printed		12235	LIVELY LOCKS AND DEAD BOLTS	23 RE-KEYS,24 REG	519.85
51870	07/06/2016	Printed		16011(2)	PELLETREAU, ANDERSON & CABRAL	STMT JULY 2016	9,101.67
51871	07/06/2016	Printed		16035	PG&E	STMT 5/23 - 6/22/16	22,029.08
51872	07/06/2016	Printed		16300	PCWA -PLACER COUNTY	WATER	2,614.97
51873	07/06/2016	Printed		18400	RIEBES AUTO PARTS	FUSE, 12 QTS OIL, BRAKE FLUID	59.47
51874	07/06/2016	Printed		19059	SCHEMPF, JOHN	TRAVEL EXP COUNCIL MEETING	756.86
51875	07/06/2016	Printed		19440	SIERRA VISTA CENTER, INC.	Donation Art Walk Signs	500.00
51876	07/06/2016	Printed		16600	STATIONARY ENGINEERS, LOCAL 39	June 2016 Employers Report	7,824.00
51877	07/06/2016	Printed		19791	SUTTER MEDICAL FOUNDATION	Michael Sayers Drug &	135.00
51878	07/06/2016	Printed		23169	WAVE BUSINESS SOLUTIONS	FIRE STATION PHONE	260.05
51879	07/13/2016	Printed		01766	AT&T MOBILITY	JUNE 2016 CELL PHONES	506.07
51880	07/13/2016	Printed		01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	225.42
51881	07/13/2016	Printed		02630	BENNETT ENGINEERING SERVICES	N. MAIN ST BIKE ROUTE	2,107.00
51882	07/13/2016	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	ACT & LABOR TEMPS	1,346.76
51883	07/13/2016	Printed		02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICAIL SERVICES	5,992.50
51884	07/13/2016	Printed		02981	BYERS' ENTERPRISES, INC.	WILDFIRE PREVENTION	4,900.00
51885	07/13/2016	Printed		23201	CAL FIRE	BALL PARK PROJECT	1,142.40
51886	07/13/2016	Printed		03493	COASTLAND CIVIL ENGINEERING	E. OAK ADA IMPROVEMENT	607.50
51887	07/13/2016	Printed		03650	CRANMER ENGINEERING, INC.	LANDFILL TESTING	4,628.80
51888	07/13/2016	Printed		11130	KRUGER, INC.	DISC FILTER NOZZLES	1,245.02
51889	07/13/2016	Printed		12200	LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP 2016	50.00
51890	07/13/2016	Printed		19390	MAR-VAL'S SIERRA MARKET	WWTP DISTILLED WATER	7.16
51891	07/13/2016	Printed		18193	RECOLOGY AUBURN PLACER	DEBRIS BOX REMOVAL	690.00
51892	07/13/2016	Printed		22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL CONSULTANT	7,089.90
51893	07/13/2016	Printed		23301	WESTERN PLACER WASTE	JUNE 2016 SLUDGE REMOVAL	972.18
51894	07/27/2016	Printed		01414	ALHAMBRA & SIERRA SPRINGS	WATER CITY HALL/CORP YARD	135.39
51895	07/27/2016	Printed		01460	AMERIPRIDE UNIFORM SERVICE	STMT JUNE 2016	751.23
51896	07/27/2016	Printed		01500	ANDERSON'S SIERRA	GASKETS, HAND PUMP, ROTORS	164.80
51897	07/27/2016	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	ACT & LABOR TEMPS	2,734.80
51898	07/27/2016	Printed		02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SERVICES	5,440.00
51899	07/27/2016	Printed		04234	DE LAGE LANDEN FINANCIAL	COPY MACHINE MAINT	469.43
51900	07/27/2016	Printed		04400	DIAMOND WELL DRILLING CO.	WWTP PRIORITY POLUTANTS	10,141.00
51901	07/27/2016	Printed		04592	DWAYNE ARMSTRONG COMMUNICATION	WWTP INTERNET 7/15/2016	99.95
51902	07/27/2016	Printed		06278	FRONTIER COMMUNICATIONS	WWTP PHONE SERVICE	173.53

Check Register Report

ITEM 3B

Checks Processed July 2016

Date: 8 of 10
08/01/2016

Time: 4:24 pm

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
51903	07/27/2016	Printed		07465	GOLD MINER PEST CONTROL	PEST CONTROL	144.00
51904	07/27/2016	Printed		08489	HOISINGTON, KRISTI	OVERPAYMENT ON PROPERTY 2016	125.94
51905	07/27/2016	Printed		08660	HUNT AND SONS, INC.	PUBLIC WORKS FUEL	159.77
51906	07/27/2016	Printed		09540	INTERSTATE SALES	ENNIS BLUE & RED WATERBASE	1,976.23
51907	07/27/2016	Printed		16140	PLACER COUNTY AIR POLLUTION	LIFT ST. #5 EMERG.GEN	1,362.90
51908	07/27/2016	Printed		16165	PLACER COUNTY ENVIRONMENTAL	LANDFILL CLOSURE TESTING	1,068.00
51909	07/27/2016	Printed		16559	PLAZA TIRE AND AUTO SERVICE	TIRES WWTP TRUCK	523.31
51910	07/27/2016	Printed		16727	PONTICELLO ENTERPRISES	STMT 7/11/2016	1,297.50
51911	07/27/2016	Printed		16040	PURCHASE POWER	POSTAGE 7/06/2016	548.95
51912	07/27/2016	Printed		18194	RGS - REGIONAL GOV SERVICES	JUNE 2016 PLANNING SERVICES	3,895.00
51913	07/27/2016	Printed		19070	SCORE - SMALL CITIES ORGANIZED	FY2017 LIABILITY ASSESSMENT &	64,736.45
51914	07/27/2016	Printed		16600	STATIONARY ENGINEERS, LOCAL 39	EMPLOYERS REPORT JULY 2016	11,736.00
51915	07/27/2016	Printed		21560	US BANK CORPORATE PMT SYSTEM	STMT 6/22/16	3,322.86
51916	07/27/2016	Printed		23169	WAVE BUSINESS SOLUTIONS	FIRE STATION PHONE	228.57
51917	07/27/2016	Printed		03141	CALPERS	Unfunded Liability Pmt 2016-17	2,379.00

Total Checks: 64

Checks Total (excluding void checks):

203,619.60

Total Payments: 64

Bank Total (excluding void checks):

203,619.60

Total Payments: 64

Grand Total (excluding void checks):

203,619.60

DAILY CASH SUMMARY REPORT

ITEM 3B

Page 10

8/24/2016

1:49 pm

07/01/2016 - 07/31/2016

City of Colfax

		Debit	Credit	Net Chng
Fund: 100 - General Fund				
07/06/2016	Daily Totals	55,800.00	0.00	55,800.00
07/08/2016	Daily Totals	2,474.43	0.00	2,474.43
07/13/2016	Daily Totals	7,985.66	0.00	7,985.66
07/18/2016	Daily Totals	1,734.00	0.00	1,734.00
07/20/2016	Daily Totals	1,042.12	0.00	1,042.12
07/22/2016	Daily Totals	2,098.00	0.00	2,098.00
07/29/2016	Daily Totals	6,331.25	0.00	6,331.25
Fund: 100 - General Fund	TOTALS:	77,465.46	0.00	77,465.46
Fund: 244 - CDBG MicroEnterprise Lending				
07/29/2016	Daily Totals	1,000.00	0.00	1,000.00
Fund: 244 - CDBG MicroEnterprise Lending	TOTALS:	1,000.00	0.00	1,000.00
Fund: 250 - Streets - Roads/Transportation				
07/13/2016	Daily Totals	90.00	0.00	90.00
Fund: 250 - Streets - Roads/Transportation	TOTALS:	90.00	0.00	90.00
Fund: 350 - Street Improvement Projects				
07/06/2016	Daily Totals	55,763.03	0.00	55,763.03
Fund: 350 - Street Improvement Projects	TOTALS:	55,763.03	0.00	55,763.03
Fund: 560 - Sewer				
07/06/2016	Daily Totals	200.00	0.00	200.00
07/20/2016	Daily Totals	61.33	0.00	61.33
Fund: 560 - Sewer	TOTALS:	261.33	0.00	261.33
Fund: 561 - Sewer Liftstations				
07/13/2016	Daily Totals	814.00	0.00	814.00
07/29/2016	Daily Totals	407.00	0.00	407.00
Fund: 561 - Sewer Liftstations	TOTALS:	1,221.00	0.00	1,221.00
Fund: 570 - Garbage Fund				

DAILY CASH SUMMARY REPORT

ITEM 3B

Page 10 of 102

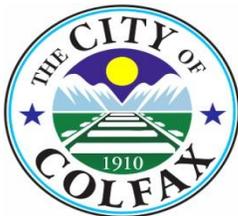
8/24/2016

1:49 pm

07/01/2016 - 07/31/2016

City of Colfax

		Debit	Credit	Net Chng
07/20/2016	Daily Totals	10,750.00	0.00	10,750.00
Fund: 570 - Garbage Fund		TOTALS:	10,750.00	0.00
Fund: 572 - Landfill Post Closure Mainten				
07/20/2016	Daily Totals	20,377.76	0.00	20,377.76
Fund: 572 - Landfill Post Closure Mainten		TOTALS:	20,377.76	0.00
GRAND TOTALS:		166,928.58	0.00	166,928.58



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE September 14, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Wes Heathcock, Community Services Director
DATE: August 29, 2016
SUBJECT: Highway 174 Gateway Monument Sign Maintenance Agreement

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Adopt Resolution 37-2016 authorizing the City Manager to execute a Highway Maintenance Agreement with the State of California for the Highway 174 Gateway Monument Sign Project

BACKGROUND AND SUMMARY:

At the October 28, 2015 City Council meeting, staff presented the concept of a gateway sign to be installed on HWY 174 near the North Main Street intersection encouraging travelers to visit the historic downtown. Subsequently, Council approved the building of the gateway sign and the installation location. Following Council approval, staff has been actively working with State of California (Caltrans) to obtain an encroachment permit for the project. Caltrans has recently approved the structural plans; therefore, the City is in the final stages of securing the encroachment permit.

The final requirement of the encroachment permit is for the City and Caltrans to enter into a Highway Maintenance Agreement. The Highway Maintenance Agreement requires the City of Colfax to assume maintenance of the new Gateway Monument sign located within the Caltrans right-of-way. In addition, Caltrans reserves the right to require the Gateway Monument sign to be removed if it creates a safety or operational concern due to deterioration or inadequate maintenance. Additionally the sign may be removed if it interferes with future construction improvements to the intersection. The agreement will remain in force until terminated by either party.

RECOMMENDATION:

The Highway Maintenance Agreement has been reviewed and accepted by the appropriate City personnel. Staff is recommending the City Council authorize the City Manager to execute the Highway Maintenance Agreement with the State of California for the Highway 174 Gateway Monument Sign Project.

ATTACHMENTS:

1. Resolution 37-2016
2. Highway Maintenance Agreement

City of Colfax

City Council

Resolution № 37-2016

AUTHORIZING THE CITY MANAGER TO EXECUTE A HIGHWAY MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA FOR THE HIGHWAY 174 GATEWAY MONUMENT SIGN PROJECT

WHEREAS, the City Council of the City of Colfax directed staff to install a Gateway Monument sign on Highway 174; and,

WHEREAS, the State of California requires an encroachment permit in order to construct the Gateway Monument sign; and,

WHEREAS, a condition of the encroachment permit requires the City to enter into a Highway Maintenance Agreement with Caltrans to specify each party's responsibilities with respect to maintenance of the intersection.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax that the City Manager is authorized to execute a Highway Maintenance Agreement with the State of California Caltrans Department.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 14th day of September, 2016 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Parnham, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

**GATEWAY MONUMENT MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 174 WITHIN THE CITY OF COLFAX**

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the City of Colfax; hereinafter referred to as “CITY” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE’s right of way by Permit Number 0315-NGM0919.
2. This Agreement addresses CITY responsibility for the gateway monument and lighting (collectively the “MONUMENT”) placed within State Highway right of way on State Route 174, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
 - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter “MAINTAIN/MAINTENANCE”) of MONUMENT as shown on said Exhibit “A.”
 - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE’s consent or initiation within the limits of the STATE’s right of way herein described which affects PARTIES’ division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit “A” which will be made a part hereof and will thereafter supersede the attached original Exhibit “A” to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.
2. CITY agrees, at CITY expense, to do the following:

- 2.1. CITY may install, or contract authorizing a licensed contractor with appropriate class of license in the State of California to install, and thereafter will MAINTAIN MONUMENT conforming to those plans and specifications (PS&E) pre-approved by STATE.
- 2.2. The degree or extent of maintenance work to be performed, and the standards therefor, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
- 2.3. CITY shall submit the final form of the PS&E, prepared, stamped and signed by a licensed engineer, for MONUMENT to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed MONUMENTS must meet STATE's applicable standards.
- 2.4. CITY shall ensure that MONUMENT is provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
- 2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way. Changes to the scope of work include, but are not limited to changes in the size, shape, color, pattern, materials, locations, supporting posts, and wording of MONUMENT.
- 2.6. CITY shall be required to obtain an encroachment permit for any repair work and changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
- 2.7. CITY and CITY contractors shall be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
- 2.8. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District 3 Maintenance at 703 B Street, Marysville, CA 95901.
- 2.9. To remove MONUMENT and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- 2.10. To furnish electricity and MAINTAIN lighting system and controls for MONUMENT.
- 2.11. To inspect MONUMENT on a regular monthly or weekly basis to ensure the safe operation and condition of the MONUMENT.

- 2.12. To expeditiously MAINTAIN, replace, repair or remove from service any MONUMENT component that has become unsafe or unsightly.
 - 2.13. To MAINTAIN MONUMENT within the Agreement limits of the STATE highway right of way, as shown on Exhibit A. MAINTENANCE includes, but is not limited to, restoration work to maintain the integrity of the approved MONUMENT, and the removal of dirt, debris, graffiti, advertising, weeds, and any deleterious item or material on or about MONUMENT in an expeditious manner.
 - 2.14. Graffiti removal shall conform to current Department policies and guidelines, which require prompt removal of offensive messages and timely removal of graffiti.
 - 2.15. Maintenance practices shall protect air and water quality as required by law.
 - 2.16. To allow random inspection of MONUMENT by a STATE representative.
 - 2.17. To keep the entire MONUMENT area policed and free of litter and deleterious material.
 - 2.18. To remove MONUMENT, whenever, in the opinion of STATE, that it creates a safety or operational concern due to deterioration or inadequate maintenance. In the event CITY fails to maintain, repair, rehabilitate, or remove MONUMENT in a timely manner, STATE may remove MONUMENT sixty (60) days following written notification to CITY, and STATE will bill CITY for all costs associated with the removal and restoration of STATE owned area to its original condition.
 - 2.19. All work by or on behalf of CITY will be done at no cost to STATE.
3. STATE agrees to do the following:
- 3.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
 - 3.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
 - 3.3. STATE reserves the right to remove MONUMENT due to construction, rehabilitation, or other necessary activities affecting the transportation facilities without any obligation, compensation to, or approval of CITY. STATE will strive to notify CITY of its intent to remove MONUMENT to allow for timely removal and salvage by CITY.

3.4. STATE reserves the right to remove MONUMENT or alter parts that present an immediate safety hazard to the public without delay or advanced notification to CITY.

4. LEGAL RELATIONS AND RESPONSIBILITIES:

4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

4.2. If during the term of this Agreement, CITY should cease to MAINTAIN the MONUMENT to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove MONUMENT at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing MONUMENT, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

4.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

4.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

5. PREVAILING WAGES:

- 5.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts
6. INSURANCE - CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$2 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
7. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
8. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF COLFAX

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
John Schempf, City Manager

MALCOLM DOUGHERTY
Director of Transportation

ATTEST:

By: _____
City Clerk

By: _____
Amarjeet S. Benipal, District Director

As to Form and Procedure:

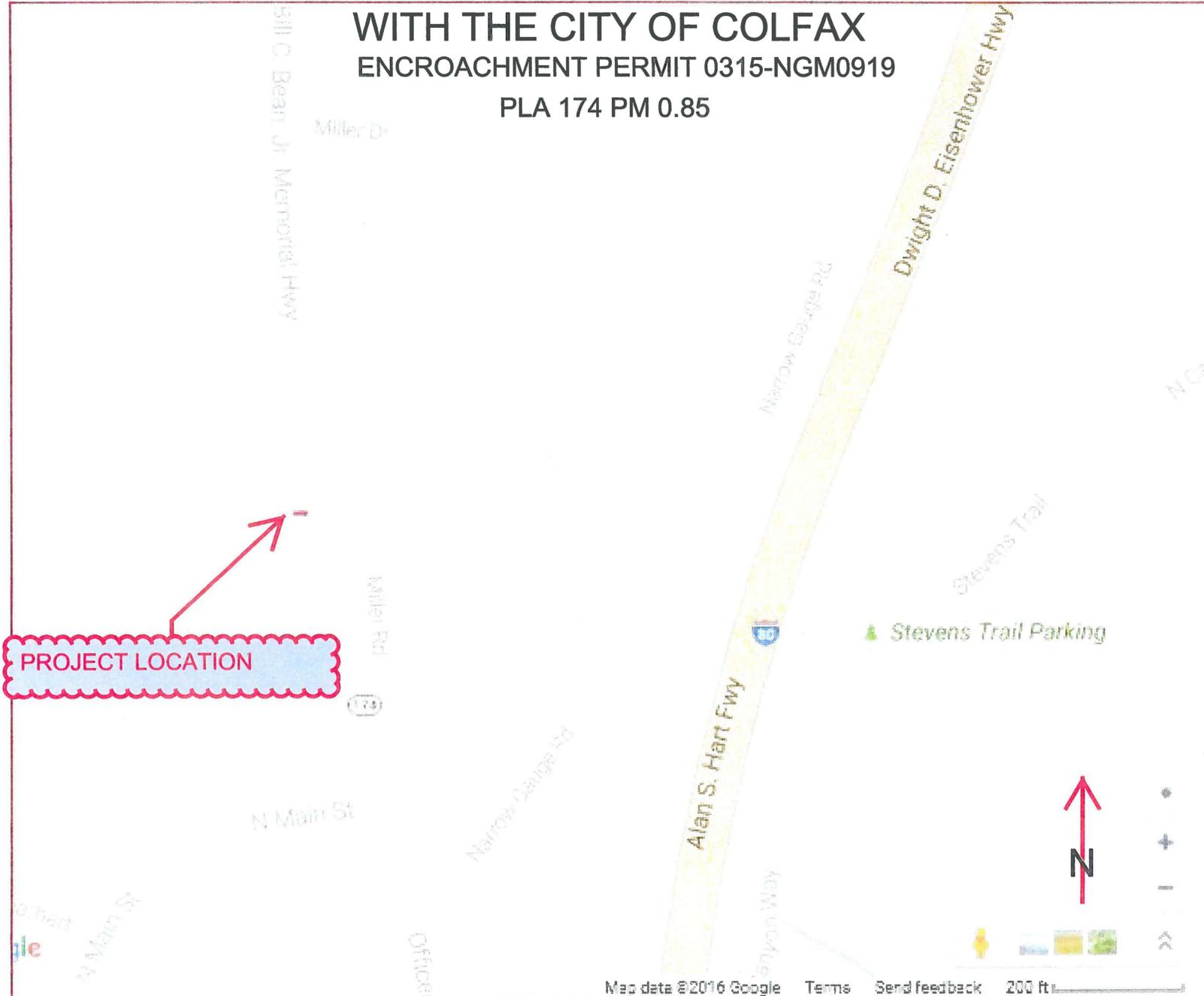
As to Form and Procedure:

By: _____
City Attorney

By: David P. Hamer
Attorney
Department of Transportation

MAINTENANCE AGREEMENT FOR GATEWAY MONUMENT

WITH THE CITY OF COLFAX
ENCROACHMENT PERMIT 0315-NGM0919
PLA 174 PM 0.85



PROJECT LOCATION



THE CLEAR RECOVERY ZONE (CRZ) ① IS SHOWN IN A RED OVERLAY. BANDS HAVE BEEN ADDED TO CLEARLY IDENTIFY DIFFERENCES IN TOPOGRAPHY.

GATEWAY MONUMENT ②

THIS SECTION OF STATE ROUTE 174 ③ HAS A POSTED SPEED LIMIT OF 45 MPH DICTATING A CRZ OF 20 FEET IN WIDTH AS MEASURED FROM THE OUTSIDE EDGE OF THE TRAVEL LANE (FOG LINE).



MONUMENT TO BE MAINTAINED BY CITY AT CITY EXPENSE



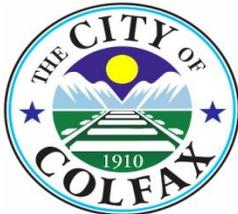
20'

①

②

③

Maintenance Agreement for Gateway Monument with the City of Colfax
PLA 174 PM 0.85
Encroachment Permit 0315-NGM0919



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE September 14, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Staff
DATE: September 7, 2016
SUBJECT: Local Multi-Hazard Mitigation Plan(LMHP) to qualify for application to Federal Emergency Management Agency (FEMA) grant funding

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Adopt Resolution 38-2016 adopting the Placer County 2016 Local Multi-Hazard Mitigation Plan (LHMP)

BACKGROUND AND SUMMARY:

The Federal Disaster Mitigation Act of 2000 strives to create an ongoing, community-wide public/government planning process through which local governing boards formally adopt a Local Multi-Hazard Mitigation Plan (LHMP). Mitigation planning is the process of identifying community-level policies and actions that will mitigate and thus reduce the impacts of natural hazards. Local governments are required to update their LHMP every five years in order to remain eligible for future federal disaster mitigation funding through the Federal Emergency Management Agency (FEMA). The City of Colfax has worked with Placer County and County jurisdictions to remain in compliance with this act. Placer County now has a FEMA-approved LHMP for 2016. In order to remain eligible for FEMA Grants, Council must adopt a resolution adopting the Placer County 2016 LHMP.

The Local Hazard Mitigation Plan (2016) is on file with the Placer County Clerk of the Boards’ Office and at the following link: <http://www.placer.ca.gov/departments/ceo/emergency/local-hazard-mitigation-plan>. (It is a 1400 page document, so is not copied here.)

RECOMMENDATION:

Staff is recommending the City Council adopt the Placer County 2016 LHMP.

ATTACHMENTS:

1. Resolution 38-2016
2. FEMA Approval Letter June 13, 2016.

City of Colfax

City Council

Resolution № 38-2016

ADOPTING THE PLACER COUNTY 2016 LOCAL MULTI-HAZARD MITIGATION
PLAN WHICH WAS APPROVED BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY ON JUNE 13, 2016

WHEREAS, the Federal Disaster Mitigation Act of 2000 strives to create an ongoing, community-wide public/government planning process through which local governing boards formally adopt a Local Multi-Hazard Mitigation Plan (LHMP); and,

WHEREAS, the City of Colfax has worked with Placer County and County jurisdictions to remain in compliance with this act; and,

WHEREAS, Placer County now has a FEMA-approved LHMP for 2016 and the City Council of the City of Colfax desires to remain eligible for FEMA Grants by adopting the Placer County Local Multi-Hazard Mitigation Plan (2016),

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax to adopt the Placer County Local Multi-Hazard Plan (2016) which was approved by FEMA on June 13, 2016.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 14th day of September, 2016 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Parnham, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

U.S. Department of Homeland Security
1111 Broadway, Suite 1200
Oakland, CA. 94607-4052



FEMA

June 13, 2016

Young "Rod" Rodriguez
Senior Emergency Services Specialist
Placer County Office of Emergency Services
2968 Richardson Drive
Auburn, CA 95603

Dear Mr. Rodriguez:

We have completed our final review of the *Placer County Local Hazard Mitigation Plan Update* officially adopted by Placer County, California on May 17, 2016 and found the plan to be in conformance with Title 44 Code of Federal Regulations (CFR) Part 201.6 *Local Mitigation Plans*. A list of the status of your participating jurisdictions is enclosed with this letter. In order to complete the approvals for all participating jurisdictions, any that have not yet submitted adoption documentation should be encouraged to complete their adoption process as soon as possible.

Placer County can be commended for their excellent planning process, and the completeness of this complex multi-jurisdictional plan, making it a usable tool in community planning throughout the county.

The approval of this plan ensures Placer County, and participating jurisdictions who have adopted the Plan, continued eligibility for project grants under FEMA's hazard mitigation assistance programs, including Hazard Mitigation Grant Program, Pre-Disaster Mitigation and Flood Mitigation Assistance grant programs. All requests for funding, however, will be evaluated individually according to the specific eligibility, and other requirements of the particular program under which applications are submitted. Approved mitigation plans are eligible for points under the National Flood Insurance Program's Community Rating System (CRS). Additional information regarding the CRS can be found at www.fema.gov/business/fip/crs.shtm or through your local floodplain manager.

FEMA's approval of the *Placer County Local Hazard Mitigation Plan Update* is for a period of five years, effective starting the date of this letter. Prior to June 13, 2021, Placer County and all participating jurisdictions are required to review and revise the plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit it for approval in order to continue to be eligible for mitigation project grant funding. The enclosed plan review tool provides additional recommendations to incorporate into the plan during the plan maintenance process.

If you have any questions regarding the planning or review processes, please contact JoAnn Scordino, Community Planner at (510) 627-7225, or by email at joann.scordino@fema.dhs.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey D. Lusk".

Jeffrey D. Lusk
Division Director
Mitigation Division
FEMA Region IX

Enclosure

cc: Marsha Sully, California State Office of Emergency Services, Hazard Mitigation Officer
Jose Lara, Chief, California State Office of Emergency Services, Hazard Mitigation Planning

Status of Participating Jurisdictions as of June 13, 2016

Jurisdictions – Adopted and Approved

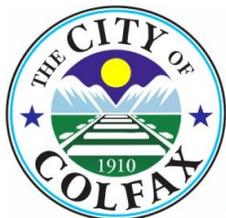
#	Jurisdiction	Date of Adoption
1	Placer County	05/17/2016
2	No. Tahoe Public Utility District	04/12/2016

#	Jurisdiction	Date of Adoption

Jurisdictions - Approvable Pending Adoption

#	Jurisdiction
1	Auburn, City of
2	Colfax, City of
3	Lincoln, City of
4	Loomis, Town of
5	Rocklin, City of
6	Alpine Springs Co. Water District
7	Foresthill Fire Protection District
8	Loomis Fire Protection District
9	Northstar Community Services District
10	Nevada Irrigation District
11	Placer Co. Flood Control & Water Conservation District

#	Jurisdiction
12	Placer Co. Water Agency
13	Placer Hills Fire Protection District
14	Squaw Valley Public Service District
15	Tahoe-Truckee Unified School District
16	Tahoe City Public Utilities District
17	Alta Fire Protection District
18	Loomis Fire Protection District
19	North Tahoe Fire Protection District
20	South Placer Fire Protection District
21	Truckee Fire Department



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE SEPTEMBER 14, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Wes Heathcock, Community Services Director
SUBJECT: Transit Center Funding Grant

<input type="checkbox"/>	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$ 3,982	Fund 250 Streets-Roads/Transportation Revenue (Restricted, PTMISEA grant funds) (Restricted, TSSSDRA grant funds)
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RECOMMENDED ACTION: For information Only

ISSUE STATEMENT AND DISCUSSION:

Placer County Transportation Planning Agency (PCTPA) recently advised City staff that State Proposition 1B – Public Transit Modernization Improvement Service Efficiency Account (PTMISEA) and Transit System Safety, Security, Disaster Response Account (TSSSDRA) funding remains available to the City. These funds are restricted to projects for community bus, transit center and rail station enhancement.

Based on the funding criteria and amount available, staff recommends replacing the dilapidated permanent trash receptacles at the Colfax transit center/rail station.

Pending approval of the PCTPA Board of Directors, PCTPA will grant \$3,982 to the City of Colfax for the City of Colfax Transit Center Public Health and Safety Enhancement Project. A Funding Agreement will be needed between PCTPA and Colfax to utilize the PTMISEA funds for this project.

FINANCIAL AND/OR POLICY IMPLICATIONS:

The grant proposed is funded through State Proposition 1B bond revenue –PTMISEA and TSSSDRA funds. The funds are administered by PCTPA. City of Colfax staff will work closely with PCTPA staff to ensure the smooth flow of the funds, completion of the project, and that funding requirements are met. Colfax staff time will be contributed for management and inspection of the project.

RECOMMENDATION:

Staff recommends City Council receive the informational item regarding the Placer County Transportation Planning Agency Grant Funding for City of Colfax Transit Center Public Health and Safety Enhancement Project.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE SEPTEMBER 14, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Staff
DATE: September 8, 2016
SUBJECT: Mink Creek Petition

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FUND:
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RECOMMENDED ACTION: For information Only

ISSUE STATEMENT AND DISCUSSION:

The City of Colfax has received a Notice of Intention to Circulate a Petition from the President of the Mink Creek Home Owner’s Association. The proposed petition levees several complaints against the City. Each is listed below with Staff’s analysis.

Reason number one: The refusal of the City of Colfax to accept ownership and Responsibility for the Sewer and Storm Drain system within the Mink Creek Sub-Division, When the Placer County Recorder’s Office has on file Documentation which clearly show the City of Colfax accepted ownership in the past. This issue alone has cost the Home owner in the Mink Creek Sub-Division \$225,000 Dollars to date which in turn has led to an Increase in Association dues.

Staff Analysis: The Placer County Recorder’s Office has on file documentation of an Offer of Dedication of Public Improvements which the City has never accepted. The Recorder’s Office does not have on file the City’s acceptance of any public improvements in Mink Creek. The City has on file documentation stating it has not accepted Mink Creek improvements, specifically Resolutions 18-94 & 27-97 and numerous other pieces of documentation.

Reason Number Two: The infrastructure with in the Mink Creek Sub-Division was Not installed according to the approved Plans. When questioned about these errors the City of Colfax has chosen to Hide behind a California Law that says: “A City cannot be held accountable for Errors and Omissions”. When asked to view the Permit Cards/Documentation for the Mink Creek Sub-Division It came to Light that a previous City Manager authorized their destruction. The City does recognize that things that should have been installed at the time the Sub-Division was being constructed were not done. Their solution! If you sell your Home, Charge a \$400.00 permit fee to make sure your sewer Line from you Home to the connection in the street is installed correct! ! And, they do not own the sewer line in the street according to the City Attorney.

Staff Analysis: The City Engineer worked very closely with Mink Creek Development Co. (MCDC) during construction. Due to the developer's failure to complete the Engineer's conditions of approval, the City and MCDC entered into a settlement agreement to ensure the satisfactory completion of the improvements. When MCDC failed to uphold the obligations of the agreement, the City and MCDC entered into a second settlement agreement. When MCDC again failed to uphold their obligations, the City indicated legal action might be required. The lead developer removed the remainder of a \$90,000 security, moved out of Mink Creek and the state of California, and claimed insolvency.

Staff has found no documentation authorizing the destruction of any records relating to Mink Creek.

The sewer lateral inspection ordinance is City-wide and does not target Mink Creek.

Reason Number Three: Recology our garbage collection service. Five years ago the City of Colfax accepted competitive bids for the garbage collection within the City. The Low bidder was Tahoe Truckee Sierra Disposal. The City council decided to go with Recology which was the high bidder because the City would be getting a Kick Back, the contract was for Ten Years. Guess what! After only (5) years, On July 3rd the city council decided to enter into a Twenty Year contract with Recology without getting a competitive bid.! It is obvious the City Council is more interested in the kick back they receive from Recology that they are the welfare of the citizens of Colfax.

Staff Analysis: The City of Colfax issued a competitive bid in 2011 to secure solid waste services based on cost and service level. The City received three competitive bids. Recology ranked highest based on the criteria set during the formal process. Once again, this was a City-wide policy decision and does not target Mink Creek.

Reason Number Four: The Mink Creek Home Owners derive no benefit from being within the City Limits that we would not also receive if we were in the County. We would be better served in the county with our tax dollars. We would still receive Sheriff and Fire in the county. The only service the City can provide is sewer. And, that is a bond issue and a service fee which the City manages to increase every chance it gets. Common sense tells us we would be better served with our tax dollars in the County.

Staff Analysis: Should Mink Creek secede from the City, the sewer rates for all residents in Mink Creek will be raised by 20%. This is the same rate that applies to all parcels outside of City limits served by the Colfax sewer system. Indeed, contracting with a private waste management company may result in lower garbage collection fees, but treated water and electrical rates will remain the same while sewer rates will be increased by 20%.

Attachment:

Notice of Intention to Circulate Petition received September 6, 2016.

Notice of Intention to Circulate Petition

CITY OF COLFAX

Notice is hereby given of the intention to circulate the petition within the City of Colfax district for the purpose of the Mink Creek Sub-division seceding from the City Limits and becoming Part of Placer County. A statement of the reasons for the proposed action contemplated in the petition is as follows. (E.C. 9302)

Reason number one: The refusal of the City of Colfax to accept ownership and Responsibility for the Sewer and Storm Drain system within the Mink Creek Sub-Division, When the Placer County Recorder's Office has on file Documentation which clearly show the City of Colfax accepted ownership in the past. This issue alone has cost the Home owner in the Mink Creek Sub-Division \$225,000 Dollars to date. Which in turn has led to an Increase in Association dues.

Reason Number Two: The infrastructure with in the Mink Creek Sub-Division was Not installed according to the approved Plans. When questioned about these errors the City of Colfax has chosen to Hide behind a California Law that says: "A City cannot be held accountable for Errors and Omissions". When asked to view the Permit Cards / Documentation for the Mink Creek Sub-Division It came to Light that a previous City Manager authorized their destruction. The City does recognize that things that should have been installed at the time the Sub-Division was being constructed were not done. Their solution! If you sell your Home, Charge a \$400.00 permit fee to make sure your sewer Line from you Home to the connection in the street is installed correctly ! And, they do not own the sewer line in the street according to the City Attorney.

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Reason Number Four: The Mink Creek Home Owners derive no benefit from being within the City Limits that we would not also receive if we were in the County. We would be better served in the county with our tax dollars. We would still receive Sheriff and Fire in the county. The only service the City can provide is sewer. And, that is a bond issue and a service fee which the City manages to increase every chance it gets. Common sense tells us we would be better served with our tax dollars in the County.

Signed: Alexander K. Turner Jr.

By signing this petition, you are requesting that a ballot measure be put before the voters allowing the Mink Creek Sub-division be allowed to secede from the City of Colfax, California. See the reverse side of this signature page to read a copy of the petition.

NOTICE TO THE PUBLIC: THIS PETITION MAY BE CIRCULATED BY A PAID SIGNATURE GATHERER OR A VOLUNTEER. YOU HAVE THE RIGHT TO ASK.

All signers of this petition must be registered to vote in _____ County.

This column for official use only

1.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
2.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
3.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
4.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	PLACER CO. CLERK ELECTION DIVISION 2012 MAR 30 AM 10:06 FILED
5.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
6.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
7.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
8.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	

DECLARATION OF CIRCULATOR (To be completed in circulator's own hand after the above signatures have been obtained.)

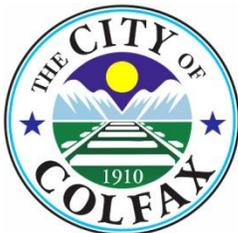
I, _____, am registered to vote in the County (or City and County) of _____ or qualified to register to vote in the State of California.

My residence address is _____

I circulated this section of the petition and witnessed each of the appended signatures being written. Each signature on this petition is, to the best of my information and belief, the genuine signature of the person whose name it purports to be. All signatures on this document were obtained between the dates of _____ and _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Circulator _____ Executed on _____, _____, at _____, California.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE SEPTEMBER 14, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager

PREPARED BY: Staff

DATE: September 7, 2016

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

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: N/A	FROM FUND: N/A
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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, manufacturing and revenue requirements of medical cannabis in the City of Colfax" by title only, waive the first reading and continue for a second reading at the September 28, 2016 City Council meeting.

BACKGROUND AND SUMMARY:

Following several City Council meeting discussions, public input and workshops, the attached Ordinance is presented with the minor modifications suggested at the August 10, 2016 regular meeting for the first reading.

Staff is requesting that Council introduce the proposed Ordinance by title only, waive the first reading and open the public hearing. After taking public testimony and discussing the matter, close the public hearing. This ordinance will then be placed on the September 28, 2016 for second reading and adoption, subject to approval at the November 8, 2016 general election. The Ordinance will not become effective unless the ballot measure, Measure H, is approved by 2/3 of the voters at the November 8, 2016 election.

Attachment:

Proposed Ordinance No. 529

City of Colfax

City Council

Ordinance No 529

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

The City Council of the City of Colfax does ordain as follows:

Section 1:

Colfax Municipal Code Chapter 17.162 is hereby repealed and replaced with the Ordinance attached hereto as Exhibit A which is incorporated herein by this reference.

Section 2. Superceding Provisions

The provisions of this Ordinance and any resolution adopted pursuant hereto shall supersede and repeal any previous Ordinance or resolution to the extent the same is in conflict herewith.

Section 3. Severability

If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by the final judgment of any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision; and such holding shall not affect the validity of the remaining portions hereof.

Section 4. Effective Date

This Ordinance, and all of its provisions including the proposed sales tax and regulatory provisions, shall become effective only if approved at the November 8, 2016 General Election by not less than a 2/3 vote. If 2/3 of those electors voting on this Ordinance vote in favor of the same, it shall be adopted upon a declaration of the result of such ballot by the City Council and, within 15 days thereafter, it shall be published or posted in accordance with Section 36933 of the Government Code of the State of California.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Colfax held on the 14th day of September, 2016, and passed subject to approval at the November 8, 2016 election as provided above, at a regular meeting of the City Council held on the 28th day of September, 2016, at a duly held regular meeting of the City of Colfax, by the following vote:

AYES:

NOES:

ABSENT:

Tom Parnham, Mayor

APPROVED AS TO FORM:

ATTEST:

Alfred Cabral, City Attorney

Lorraine Cassidy, City Clerk

City of Colfax

City Council

Ordinance N^o 529

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

17.162.010 - Intent

The City Council of the City of Colfax hereby intends to license and regulate all aspects of medical cannabis to accommodate the needs of qualified patients and their caregivers, and in furtherance of the public necessity, convenience and general welfare. The City Council also intends to impose a sales tax of up to 15% on commercial growers, dispensaries, and manufacturing and use the proceeds of such sales tax to reduce City business and residential sewer service charges.

17.162.020 - Definitions

- A. “Applicant” shall have the same definition as California Business & Professions Code Section 19300.5(b), as that section may be amended.
- B. “Canabinoid” shall have the same definition as California Business & Professions Code Section 19300.5(e), as that section may be amended.
- C. “Cannabis” and “Marijuana” shall have the same definition as California Business & Professions Code Section 19300.5(f), as that section may be amended.
- D. “Cannabis business” shall include, but not be limited to, cannabis cultivation, dispensing, delivery, transportation, testing, manufacturing and all other activities related thereto.
- E. “Cannabis concentrate” shall have the same definition as California Business & Professions Code Section 19300.5(g), as that section may be amended.
- F. “Commercial cannabis activity” shall have the same definition as California Business & Professions Code Section 19300.5(j), as that section may be amended.
- G. "Cultivation" shall have the same definition as California Business & Professions Code Section 19300.5(k), as that section may be amended.
- H. “Delivery” shall have the same definition as California Business & Professions Code Section 19300.5(m), as that section may be amended.

- I. “Dispensary” shall have the same definition as California Business & Professions Code Section 19300.5(n), as that section may be amended.
- J. “Dispensing” shall have the same definition as California Business & Professions Code Section 19300.5(o), as that section may be amended.
- K. “Distribution” shall have the same definition as California Business & Professions Code Section 19300.5(p), as that section may be amended.
- L. “Distributor” shall have the same definition as California Business & Professions Code Section 19300.5(q), as that section may be amended.
- M. “Edible cannabis products” shall have the same definition as California Business & Professions Code Section 19300.5(s), as that section may be amended.
- N. “Manufacturer” shall have the same definition as California Business & Professions Code Section 19300.5(ad), as that section may be amended.
- O. "Marijuana" and “Cannabis” shall have the same definition as California Business & Professions Code Section 19300.5(f), as that section may be amended.
- P. "Medical cannabis" means medical cannabis 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 Cannabis Program.
- Q. “Person” shall have the same definition as California Business & Professions Code Section 19300.5(ah), as that section may be amended.
- R. "Qualified Primary Caregiver" shall have the same definition as California Health and Safety Code Section 11362.7(d), as may be amended.
- S. "Qualified Patient" shall have the same definition as California Health and Safety Code Sections 11362.7 (c) and (f), as may be amended.
- T. “Transport” shall have the same definition as California Business & Professions Code Section 19300.5(am), as that section may be amended.
- U. “Transporter” shall have the same definition as California Business & Professions Code Section 19300.5(an), as that section may be amended.

17.162.030 - Regulation of Location

- A. Medical cannabis cultivation shall be permitted indoors or outdoors at a legally established residence or accessory building on a legal parcel with a valid City issued Medical Cannabis License for cultivation of 100 square feet or less per parcel or cultivation under Section 17.162.030 C.
- B. Except as provided in subsection C., medical cannabis cultivation may be undertaken only by a qualified patient who must occupy the residence on the parcel proposed for cultivation as their primary residence.

C. A qualified primary caregiver, as defined, may undertake cultivation of medical cannabis 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.

D. Indoor cultivation shall be limited to 100 square feet per patient up to five patients. The cultivated marijuana may be used only by the qualified patient(s) and not distributed, sold, given or transferred in any way to any other person or organization.

E. The qualifying residence in which medical cannabis is cultivated shall maintain kitchen, bathrooms, and primary bedrooms for their intended use and shall not be used for medical cannabis cultivation.

F. Commercial cultivation is limited to 4 acres per individual/entity and shall be lawful for any person owning, leasing, occupying or having charge or possession of any parcel within any zoning district that allows agriculture in the City of Colfax. Commercial cultivation also requires State and City licenses, a Conditional Use Permit and is subject to a 15% sales tax.

G. Wherever medical cannabis is grown, a copy of a current and valid, state-issued medical cannabis card, a state license (if required) and a City-issued license must be kept available to immediately present to officers of the City and law enforcement officers upon request.

H. 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, storage, or selling of medical cannabis from any location, indoor or outdoor, including from within a fully enclosed and secure building.

I. No medical marijuana cultivation, dispensary, distribution or delivery shall be allowed within a 600-foot radius of any school, as required by California Health & Safety Code Section 11362.768, as that section may be amended.

17.162.040 - Enforcement

A. *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. The City's policy is that enforcement actions shall be primarily complaint driven.

B. *Public Nuisance.* The maintaining of any cannabis business 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.

C. *Criminal Offense.* Violation of any provision of this Chapter is a misdemeanor unless (1) the City Council, City Manager or City Attorney authorize the filing of a complaint charging the offense as an infraction or (2) a court with jurisdiction over the matter, upon recommendation of the City, determines that the offense should be charged as an infraction. 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.

D. *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.

E. *Remedies Nonexclusive.* The criminal remedies provided herein shall not be the exclusive means of enforcing the provisions of this chapter nor the exclusive means available to the City to address problems associated with any cannabis business, 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 cannabis businesses under California Penal Code sections 372 and 373a, Sections 3479-3486.5 of the California Civil Code and all 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.

17.162.050 - Liability

The provisions of this section shall not be construed to protect the property owner(s) of record for each legal parcel associated with any cannabis business, lessees, tenants, and other participants in the cannabis business, and members of collectives and/or cooperatives associated with the cultivation of medical cannabis, 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 cannabis, lessees, tenants, and other participants in the cultivation of medical cannabis, and members of collectives and/or cooperatives associated with the cultivation of medical cannabis, 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.

17.162.060 Marijuana Dispensary -Permit Required to Operate

It shall be unlawful for any person to engage in, to conduct or carry on (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 in effect valid City and State Medical Cannabis Licenses.

17.162.070 Imposition of Medical Cannabis Dispensary Permit Fees

Every application for a Medical Cannabis License shall be accompanied by an application fee (in an amount established by resolution of the City Council at an amount calculated to recover the City's full cost of reviewing and issuing the Medical Cannabis License) and the filing of a

complete required application pursuant to this Chapter and any regulations the City may adopt related thereto. 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.

17.162.080 Limitations on the Permitted Location of a Storefront Collective Dispensary

A. 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.

B. Storefront Locations.

Marijuana Dispensaries 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 Dispensary premises from a public street.

C. Maximum Number of Medical Cannabis Dispensaries Allowed Permits.

As established by resolution of the City Council of the City of Colfax or the regulations it adopts pursuant to this Chapter.

17.162.090 Other Associated Medical Cannabis Businesses

A. Medical Cannabis Delivery/Transport will be permitted in Colfax but require both State and City Licenses.

B. Medical Cannabis Manufacturing will also be permitted in Colfax but again require both State and City Licenses plus location in an appropriate City zone.

C. Medical Cannabis Testing will be permitted in Colfax but require both State and City Licenses.

17.162.100 Filing Requirements – Information Regarding Marijuana Dispensary Or Commercial Grower Management

A Medical Cannabis Applicant shall also provide the following Management Member information as part of an 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.

17.162.110 Maintenance of Appropriate Records Regarding Compliance

A. Financial Records.

The medical cannabis business 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 medical cannabis business, as well as records of all operational expenditures and costs incurred by medical cannabis business in accordance with generally accepted accounting practices and standards typically applicable to business records.

B. Record Retention Period.

The records required above by paragraph (A) of this subsection shall be maintained by the medical cannabis business for a period of seven (7) years and shall be made available to the City upon a written request.

17.162.120 Imposition of Tax

The City Council declares that the ordinance codified in this chapter is adopted to implement an additional monthly sales tax on marijuana sales and/or provision, of up to 15% 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 the November 8, 2016 ballot measure. On all sales of medical marijuana, and in the event the recreational use of marijuana is legalized or decriminalized in California, any person or entity selling, cultivating or providing marijuana within the City shall pay to the City a monthly sales tax of up to 15% of its gross proceeds from such cultivation, sale or provision.

17.162.130 Purpose

The purpose of this tax is to raise revenue to reduce City business and residential sewer service charges in Colfax.

17.162.140 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.

17.162.150 Gross Proceeds

“Gross 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; cash equivalent payments; and anything else of value obtained by any person or entity for legally cultivating, selling or providing marijuana in the City.

17.162.160 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.

17.162.170 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.

17.162.180 Penalties

Any person or 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 any City-issued permit or license and no further marijuana cultivation, sales or provision may be made by the person or 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.

17.162.190 Records inspection

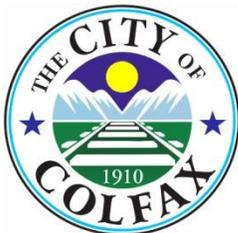
Whenever it is necessary to examine any books or records, including tax returns, of any entity subject to the provisions of this chapter, to ascertain the amount of any tax due pursuant to this chapter, the City shall have the power and authority to examine such necessary books and records at any reasonable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

17.162.200 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 Medical Cannabis Business 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 Medical Cannabis Business 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 Cannabis Business member, or Management Member or any other person having any responsibility over the operation of the Medical Cannabis Business to refuse to allow, impede, obstruct or interfere with an inspection of the Medical Cannabis Business or the required records thereof.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE SEPTEMBER 14, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager

PREPARED BY: Staff

DATE: September 8, 2016

SUBJECT: Introduction and First Reading of Ordinance 530 of the City of Colfax cancelling the City's assumption of responsibility for enforcement of the Mobilehome Parks Act and returning responsibility of enforcement to the California Department of Housing and Community Development.

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: N/A	FROM FUND: N/A
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RECOMMENDED ACTION: Introduce the proposed Ordinance 530 "An Ordinance of the City of Colfax cancelling the City's assumption of responsibility for enforcement of the Mobilehome Parks Act (California Health & Safety Code Division 13, Part 2.1) and the Special Occupancy Parks Act (California Health & Safety Code Division 13, Part 2.3) and returning responsibility for enforcement to the California Department of Housing and Community Development" by title only, waive the first reading and continue for a second reading at the September 28, 2016 City Council meeting.

BACKGROUND AND SUMMARY:

As presented at the August 10, 2016 meeting, staff has analyzed the cost-benefit of maintaining control of mobile home jurisdiction and determined it is in the best interest of the City to transfer jurisdiction to the State of California Department of Housing and Community Development. Contributing factors for this recommendation include the City fiscal position, reduced staff levels, and reluctance of the park owner to pay for his annual permit to operate, and the owner's reluctance to remove unapproved recreational vehicles from the premises. Staff concludes the residents of this park and the public's interest will be best served by returning jurisdiction to the State Department of Housing and Community Development.

Staff is requesting Council introduce the Ordinance by title only, waive the first reading, and open the public hearing. After taking public testimony and discussing the matter, close the public hearing. The matter will appear on the September 28, 2016 Council agenda for a second reading of the Ordinance. The Ordinance will go into effect 30 days after the September 28, 2016 meeting.

Attachment:

Ordinance No. 530

City of Colfax

City Council

Ordinance N^o 530

AN ORDINANCE OF THE CITY OF COLFAX CANCELLING THE CITY'S ASSUMPTION OF RESPONSIBILITY FOR ENFORCEMENT OF THE MOBILEHOME PARKS ACT (CALIFORNIA HEALTH & SAFETY CODE DIVISION 13, PART 2.1) AND THE SPECIAL OCCUPANCY PARKS ACT (CALIFORNIA HEALTH & SAFETY CODE DIVISION 13, PART 2.3) AND RETURNING RESPONSIBILITY FOR ENFORCEMENT TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.

The City Council of the City of Colfax does ordain as follows:

Section 1:

Pursuant to California Health & Safety Code §18300(e), the City of Colfax hereby cancels its assumption of responsibility for enforcement of the Mobilehome Parks Act (California Health & Safety Code Division 13, part 2.1 commencing with §18200), the Special Occupancy Parks Act (California Health & Safety Code Division 13, Part 2.3, commencing with §18860), and the provisions of Title 25, California Code of Regulations (CCR), Division 1, Chapters 2 and 2.2, and returns enforcement responsibility to the State of California Department of Housing and Community Development, all as set forth in Exhibit A hereto which is incorporated herein by this reference.

Section 2. Superceding Provisions

The provisions of this ordinance and any resolution adopted pursuant hereto shall supersede and repeal any previous ordinance or resolution to the extent the same is in conflict herewith provided, however, that nothing in this Ordinance shall repeal or supersede Colfax Municipal Code Chapter 8.24.

Section 3. Severability

If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by the final judgment of any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision; and such holding shall not affect the validity of the remaining portions hereof.

Section 4. Effective Date

This ordinance shall be in full force and effect thirty (30) days from and after its adoption.

This ordinance shall, within 15 days after its adoption, be published or posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Council members voting for and against it.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Colfax held on the 14th day of September, 2016, and passed and adopted at a regular meeting of the City Council held on the 28th day of September, 2016, at a duly held regular meeting of the City of Colfax, by the following vote:

AYES:

NOES:

ABSENT:

Tom Parnham, Mayor

APPROVED AS TO FORM:

ATTEST:

Alfred Cabral, City Attorney

Lorraine Cassidy, City Clerk

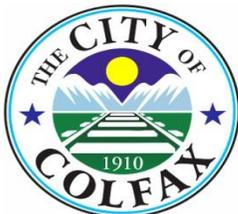
City of Colfax

City Council

Exhibit A to Ordinance N^o 530

AN ORDINANCE OF THE CITY OF COLFAX CANCELLING THE CITY'S ASSUMPTION OF RESPONSIBILITY FOR ENFORCEMENT OF THE MOBILEHOME PARKS ACT (CALIFORNIA HEALTH & SAFETY CODE DIVISION 13, PART 2.1) AND THE SPECIAL OCCUPANCY PARKS ACT (CALIFORNIA HEALTH & SAFETY CODE DIVISION 13, PART 2.3) AND RETURNING RESPONSIBILITY FOR ENFORCEMENT TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.

- A. Pursuant to California Health & Safety Code §18300(e), the City of Colfax hereby cancels its assumption of responsibility for enforcement of the Mobilehome Parks Act (California Health & Safety Code Division 13, Part 2.1 commencing with §18200), the Special Occupancy Parks Act (California Health & Safety Code Division 13, Part 2.3, commencing with §18860) and the provisions of Title 25, California Code of Regulations (CCR), Division 1, Chapters 2 and 2.2, and returns enforcement responsibility to the State of California Department of Housing and Community Development (the "Department").
- B. The City Manager or his designee shall forthwith provide written notification of the cancellations provided for in this Ordinance to the Department pursuant to California Health & Safety Code §18300(e).
- C. In accordance with California Health & Safety Code §18300(e) and 25 C.C.R. §§1005 and 1006, the City shall remit to the Department, on or before the date of transfer of responsibility, any fees collected pursuant to California Health & Safety Code §18502 that have not been expended for purposes of the Mobilehome Parks Act, except that, for fees collected pursuant to California Health & Safety Code §18502 (c), the City shall pay the Department a sum that is equal to the percentage of the year remaining before outstanding permits to operate expire and any fees collected for permits to construct or for plan review, or both, for which a final approval of the construction as not yet been issued.
- D. In accordance with California Health & Safety Code §18300(e) and 25 C.C.R. §§1005 and 1006, the City shall (i) provide written notification to the Department not less than 90 days prior to the effective date of this Ordinance, along with a copy of this Ordinance, (ii) remit the appropriate fees to the Department as identified in 25 CCR §1006 on or before the date of transfer of responsibility and (iii) transfer all park records in its possession to the Department on or before the date of transfer of enforcement responsibility.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE SEPTEMBER 14, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Staff
DATE: September 8, 2016
SUBJECT: Reopening of Golden State Patient Care Collective

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Vote to approve or deny reopening of business.

BACKGROUND AND SUMMARY:

The Mayor and the City Manager have received suggestions from two council members to place a request to reopen the long closed medical marijuana dispensary on the agenda.

Attached is a copy of the Colfax zoning ordinance, a copy of the required Colfax business license, and a copy of the state license. Mr. Dion states that the dispensary was placed temporarily out of service due to a structural issue with the back wall and some personal problems. He further states that his landlord did not order the closure. Mr. Dion respectfully requests City approval to reopen.

The Colfax City Attorney, Mick Cabral, is of the opinion that once the dispensary was closed, it cannot legally be reopened. He has emailed a more complete analysis to the Council.

The Colfax City Manager, John B Schempf, points out that less than 60 days remain until the November election, that until then no sales tax can be assessed and that Mr. Dion would have to re-compete for a dispensary license if medical marijuana is approved. He recommends that the Council table this item until after the election results are published as there are no benefits to the City and possibly some legal exposure if action is taken at this time.

ATTACHMENTS:

1. Colfax Municipal Code Chapter 17.162.020
2. Colfax and State Licenses
3. Letters to Council

Chapter 17.162 MEDICAL MARIJUANA DISPENSARIES

Sections:

[17.162.010 Prohibition of medical marijuana dispensaries.](#)

[17.162.020 Existing medical marijuana dispensaries.](#)

[17.162.030 Definitions.](#)

[17.162.040 Penalty provisions.](#)

[17.162.050 Civil and administrative remedies.](#)

17.162.010 Prohibition of medical marijuana dispensaries.

Medical marijuana dispensaries as defined in this chapter are a prohibited use in all zoning districts throughout the city.

(Ord. No. 519, 8-8-2012)

17.162.020 Existing medical marijuana dispensaries.

Existing medical marijuana dispensaries with valid business licenses as of November 27, 2009, shall be considered as legal nonconforming uses. Such dispensaries may continue to operate in accordance with the provisions of Chapter 17.32, except that, in addition to such regulations, if any of the following circumstances arise then, without further action by the city, such building and the land on which such building is located shall be subject to the provisions of this chapter prohibiting such use:

- A. The operators of the dispensary are convicted of any crime other than an infraction relating to the operation of the dispensary;
- B. The dispensary becomes a public nuisance;
- C. The dispensary or its operators violate any provision of this Code relating to its operation;
- D. The dispensary is closed or its activities curtailed by the action of a superior governmental authority or by order of any court of competent jurisdiction; or
- E. The dispensary is closed or its activities curtailed by other valid legal process.

(Ord. No. 519, 8-8-2012)

17.162.030 Definitions.

Whenever used in this chapter, the following words or phrases shall have the following meanings:

"Identification card" shall have the same meaning as that set forth in California Health and Safety Code § 11362.7 as currently in effect or as may be amended from time to time, or any successor statute.

"Medical marijuana dispensary" means and refers to any facility or location where medical marijuana is made available, sold, transmitted, given, distributed, supplied or otherwise provided to one or more of the following: (1) more than one qualified patient, (2) more than one person with an identification card, or (3) more than one primary caregiver. The term "Medical marijuana dispensary" includes a medical marijuana cooperative. "Medical marijuana dispensary" shall not include the following uses, as long as the location of such uses is otherwise regulated by applicable law and as long as such use complies strictly with applicable law, including, but not limited to, Health and Safety Code § 11362.7 et seq.:

1. A clinic, licensed pursuant to Chapter 1, Division 2 of the Health and Safety Code;
2. A health care facility, licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code;
3. A residential care facility for persons with chronic life-threatening illness, licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code;
4. A residential care facility for the elderly, licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code;
5. A hospice licensed pursuant to Chapter 8.5 of Division 2 of the California Health and Safety Code, the owner or operator, or
6. A home health agency licensed pursuant to Chapter 8 of Division 2 of the California Health and Safety Code.

"Person with an identification card" shall have the same meaning as that set forth in California Health and Safety Code § 11362.7 as currently in effect or as may be amended from time to time, or any successor statute.

"Primary caregiver" shall have the same meaning as that set forth in California Health and Safety Code § 11362.7 as currently in effect or as may be amended from time to time, or any successor statute.

"Qualified patient" shall have the same meaning as that set forth in California Health and Safety Code § 11362.7 as currently in effect or as may be amended from time to time, or any successor statute.

(Ord. No. 519, 8-8-2012)

17.162.040 Penalty provisions.

- A. Violation of any provision of this chapter is a misdemeanor unless (1) the city attorney authorizes issuance of an infraction citation or files, or authorizes the filing of, a complaint charging the offense as an infraction or (2) a court with jurisdiction over the matter, upon recommendation of the city attorney, determines that the offense should be prosecuted as an infraction.
- B. Any person who violates any provision of this chapter shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes any violation thereof, and shall be penalized accordingly.

(Ord. No. 519, 8-8-2012)

17.162.050 Civil and administrative remedies.

- A. The violation of any provision of this chapter shall be and is hereby declared to be a public nuisance and shall, in the city's discretion, be prosecuted as such and subject to all remedies allowed by law.
- B. In addition to the criminal penalties and civil remedies set forth above, any violation of any provision of this chapter shall, in the city's discretion, be subject to any administrative remedies presently or hereafter allowed under the Colfax Municipal Code.

(Ord. No. 519, 8-8-2012)



California

P.O. Box 702, Colfax, CA 95713

BUSINESS LICENSE

The person, firm or corporation named below is granted this business license pursuant to the provisions of the City Business Ordinances to engage in, carry on or conduct the business, trade, calling, profession, exhibition or occupation described below. Issuance of license is not an endorsement, nor certification or compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the city zoning regulations. This license is issued without verification that holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

EXPIRATION: JUNE 30, 2010

EFFECTIVE DATE: JULY 1, 2009

LICENSE NUMBER: 6421

TYPE OF BUSINESS: Retail Sales

LICENSE FEE: 500.00
PENALTY:

BUSINESS Golden State Patient Care Collective

MAILING Cheryl Riendeau

BUSINESS ADDRESS: 233 "B" Hwy 174

ADDRESS 233 "B" Hwy 174
Colfax, CA 95713


Clerk - Validation

NON-TRANSFERABLE - PLEASE POST IN A CONSPICUOUS PLACE

IN3270-A - EXTRA X-View
 File Edit View Tools Session Options Help
 TARGM001 - TAR Taxable Activity Registration System 02/24/16
 Taxpayer Information Screen
 TARGM165
 Set1: HEALTH PRODUCTS, MARIJUANA SALES 102876112
 Landlord:
 Bookkeeper James Dion
 Supp: various vendors
 Misc:
 Bank Name: Us Bank
 Acct:
 Expenses : Revenue : Out of State :
 Loc: Col Fax
 Ph: Ph: Ph: Ph:
 Ph: 530 263 4921
 Ph:
 Enter PF1 PF3
 HELP RETN
 Close date:
 06/58
 Connected to host m351fein.csi.gpo
 Location 010101 Account 10095910 02/24/16 01 24
 1:25 PM
 Ready

To: Colfax City Council

RECEIVED
AUG 10 2016

CITY OF COLFAX

I am sorry I was unable to attend the August 8 meeting. In lieu of my presence, I am writing this letter to help facilitate understanding regarding Jim Dion's tenancy at 233 Hwy 174 in Colfax.

It is my understanding that there is some confusion as to why Mr. Dion & Co. stopped doing business in 2011. At that time the political climate in California concerning the rules and regulations for the medical marijuana industry was in flux. It was mutually decided between Cheryl Riendeau, Mr. Dion and my father, landlord Gilbert Dalpino, that the business would take a six months break. My father wanted to repaint and make some repairs as well. It was always assumed that Mr. Dion and Mrs. Riendeau would resume business.

Mr. Dion and Mrs. Riendeau were our tenants for nine (9) years and I can say with absolute authority, they were excellent tenants. They outfitted the property with a high tech security system, maintained the property, kept it clean, NEVER had any problem with the police, open drug use on or around the premises, or loitering homeless people (which is a serious problem now). They paid in full and on time, and had a good working relationship with both my family and the neighbors surrounding their business. We would like very much for them to resume their business and are prepared to contract another lease with them.

I have looked at the 2009 ordinance and understand that the City Attorney has chosen to interpret the last part of the last sentence as (I'm paraphrasing) "left the business for legal reasons". Mr. Dion and Mrs. Riendeau stopped doing business by mutual agreement with the landlord. There were never any legal reasons, legal causes, or concerns.

Given their past as a successful and cooperative business in Colfax, I believe it is to everyone's benefit to allow Mr. Dion and Mrs. Riendeau to resume business as a dispensary. I understand the Council would like to put the question of allowing dispensaries in Colfax on the November ballot, attaching the taxes from these dispensaries to help pay the sewer tax. It is my opinion that it would behoove the city to allow a proven business, a dispensary with a successful history in Colfax to resume business, and then let the people decide if they want to allow more such dispensaries. Until that time, it is my hope that Mr. Dion and Mrs. Riendeau will be able to resume their dispensary on my property.

Thank you.

Sincerely,

Nicolette Dalpino

Landlord, 233 Hwy 174

Colfax, CA

Stephen Banister, MD

1061 E. Main St, Suite 204
Grass Valley, CA 95945
Ph# (530)274-2274 - Fax# (530)274-2559



August 16, 2016

City Hall
33 South Main St
Colfax, CA 95713

RE: Golden State Patient Care (G.S.P.C.)

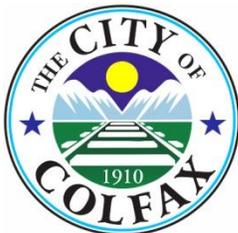
To Honorable Mayor Tom Parnham,

I have been a medical cannabis physician for 20 years. For several years, I sent most of my patients to G.S.P.C. They received excellent service there and were quite satisfied. Now I have to take my chances with Sacramento dispensaries. I strongly recommend allowing G.S.P.C. to reopen.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen Banister".

Stephen Banister, MD



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE SEPTEMBER 14, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Travis Berry, Technical Services Manager
DATE: September 8, 2016
SUBJECT: New Electric Charging Station in Downtown Colfax

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$0	FROM FUND: N/A
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RECOMMENDED ACTION: Adopt Resolution 39-2016 authorizing the City Manager to enter into an agreement with EVgo for installation of an electric vehicle charging station in the Colfax Historic District

BACKGROUND AND DISCUSSION

The City was approached by a representative from EVgo who expressed a desire to install and operate an electric vehicle charging station in downtown Colfax. EVgo will bear the sole cost of installation, maintenance, and electrical utility fees of the facility, excepting refuse collection, blowing, and sweeping conducted by Public Works staff. Several locations were reviewed and the most feasible option is located adjacent to Roy Toms Plaza. Staff believes only positive outcomes will arise from this agreement as it will bring new tourism to the somewhat hidden historic downtown district, and also add monies to the general fund.

FINANCIAL IMPLICATIONS

Why would EVgo build a charging station at no cost to the City? There are several reasons. Unlike the City's existing charging stations, the new wave of charging stations require a fee to be paid prior to charging a vehicle, so there is profit to be made in the long run. In addition, Nissan and the country of Japan are aggressively pushing the sale of electric vehicles in the US. To entice more electric vehicle sales, Nissan has partnered with EVgo to build a vast network of charging stations across the US. When someone buys a new Nissan, they get two years of free charging at any EVgo station. Staff has negotiated an agreement which requires EVgo to compensate the City for the lease at a rate of \$200 per month, to be paid in advance. The City will receive a lump sum payment of \$9,600 should Council approve this project and EVgo deem the project viable after carefully reviewing construction costs. Staff wants Council to be aware there is a possibility that the project may be cancelled if construction review reveals costs in excess of what EVgo is willing to expend. At this time, the project appears viable.

Attachments:

1. Resolution № 39-2016
2. EVgo Charging Services Agreement

City of Colfax

City Council

Resolution № 39-2016

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EVgo FOR THE INSTALLATION OF AN ELECTRIC VEHICLE CHARGING STATION IN THE COLFAX HISTORIC DISTRICT

WHEREAS, the City was approached by a representative of EVgo Services LLC (“EVgo”) who expressed a desire to construct a new electric vehicle charging station in downtown Colfax; and

WHEREAS, EVgo will bear the sole cost of installation, maintenance, and electrical utilities; and

WHEREAS, the term of the agreement is for four (4) years and will automatically renew for successive one (1)-year periods unless terminated by either party; and

WHEREAS, the City will collect a license fee of \$200 per month for the initial four (4) year term of the agreement; and

WHEREAS, the City has determined the most feasible location is adjacent to Roy Toms Plaza at 1 North Main St,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax authorizes the City Manager to enter into an agreement with EVgo for the installation of an electric vehicle charging station in the Colfax Historic District.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 14th day of September, 2016 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tom Parnham, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

**CHARGING SERVICES AGREEMENT
(EVgo Public Network)**

Host: CITY OF COLFAX,
a municipality

Agreement Date: _____, 2016

This Charging Services Agreement ("Agreement") is entered into as of the Agreement Date by Host and EVGO SERVICES LLC, a Delaware limited liability company ("EVgo"). Capitalized terms not defined herein shall have the meanings given to them in the attached Terms & Conditions, attached as Exhibit A and incorporated by reference herein.

A. Premises

Host Property: Roy Toms Plaza Parking Lot, located at:
1 North Main St
Colfax, CA 95713

The location where the Charging Station(s) shall be installed at the Host Property (the "Premises") is shown on the attached Exhibit B.

B. Charging Services

1. Term.

- a. The term of this Agreement (as extended from time to time, the "Term") shall commence on the Agreement Date, subject to the Terms & Conditions, and continue until four (4) years following the date the Charging Station(s) are first operational (the "Commencement Date"). The Agreement will automatically renew for successive one (1)-year periods, unless terminated by either party upon at least thirty (30) days prior written notice. EVgo shall send to Host notice of the Commencement Date within a reasonable period following the occurrence of such date.
- b. This Agreement may be terminated upon (30) days' written notice to either party without penalty or fee:
 - i) in the case of EVgo, at any time prior to EVgo's submission of a permit application for construction at the Host Property or in the event that EVgo determines that the construction or continued operation of the Charging Station(s) is impracticable or uneconomical; and
 - ii) in the case of Host, in the event the Commencement Date has not occurred within twelve (12) months following the Agreement Date; provided that Host's rights shall terminate upon the Commencement Date.

2. Charging Services. During the Term, EVgo shall provide the following services (the "Charging Services"):

- a. EVgo shall install, at its sole cost and expense:
 - Two (2) DC Fast Charging Station(s);
 - Related equipment, hardware, software, signage and supporting equipment and structures.

The foregoing is collectively referred to as the "Charging Station(s)."

- b. EVgo shall be responsible for all operation and maintenance of the Charging Station(s).

- c. The Charging Station(s) shall be available to EVgo Customers as part of its public network of EV charging stations.
 - d. EVgo Customers shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, and 365/366 days per year. EVgo and its employees, contractors, and vendors may, at any time during the Term, access the Premises and Host Property to maintain, inspect, repair, upgrade or replace any portion of the Charging Station(s).
3. **License Fee.** EVgo shall pay to Host a monthly license fee (the “License Fee”) equal to \$200, commencing upon the occurrence of the Commencement Date and through the initial four-year Term. EVgo may, at its option, prepay the License Fee for all or a portion of the initial Term. Following the initial four-year Term, no License Fee shall be due or payable until such time as the parties mutually agree on a revised License Fee.
 4. **Exclusivity.** Host hereby grants EVgo an exclusive right to provide electric vehicle charging services at the Host Property during the Term hereof.
 5. **Electricity.** Unless otherwise agreed by the parties, EVgo shall be responsible for all electricity costs of the Charging Station(s). Host shall reasonably cooperate with EVgo’s efforts regarding the provision of electricity to the Charging Station(s). Neither Host nor EVgo has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the Charging Station(s), unless the cause of the interruption is covered by the party’s indemnity provided for in the Terms and Conditions.
 6. **Removal Upon Termination.** Promptly following the expiration or termination of this Agreement, EVgo shall remove the Charging Stations and all of EVgo’s other property associated with the Premises from the Host Property.

C. Installation Activities.

1. Subject to the requirements of the Terms and Conditions, EVgo shall, at its sole cost and expense, conduct all installation activities (the “Installation Activities”) required to support the installation and operation of the Charging Station(s) and Charging Services, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping.
2. On completion of the installation of the Charging Station(s), EVgo shall retain all ownership rights therein and shall have the right to remove all or a portion of the same at any time during the Term, whether or not said items are considered fixtures and attachments to the Premises under applicable laws.

D. Other Provisions. NONE.

[Signature page follows]

HOST:

CITY OF COLFAX,
a municipality

By: _____

Name: _____

Title: _____

Notice Address:

EVGO:

EVGO SERVICES LLC,
a Delaware limited liability company

By: _____

Name: Glen Stancil

Title: Chief Operating Officer

Notice Address:

1000 North Post Oak Road, Suite 240
Houston, Texas 77055
Attn: COO

with a copy to:

11390 West Olympic Blvd., Suite 250
Los Angeles, CA 90064
Attn: Director of Legal Affairs

Exhibit A

Terms and Conditions

See attached.

Exhibit B

Premises

See attached drawing.

TERMS & CONDITIONS

A. GENERAL

1) Premises.

a) During the Term (as defined in the Agreement), Host grants to EVgo a license to use and occupy the Premises for, as applicable, the design, development, construction, installation, and other activities set forth in the Agreement, including without limitation the installation, operation, maintenance, repair, security, replacement, and removal of Charging Stations, signage and associated equipment within the Premises. In addition, Host grants to EVgo the right to use and occupy areas of the Host Property adjacent to the Premises for the construction and installation of the Charging Stations, and shall confine its operations strictly to those sites permitted by applicable law, ordinances, permits and Host.

b) Host shall cause the Premises to be maintained in a clean, safe, and orderly condition, to at least the same standard as other areas at the Host Property that are under Host control are maintained. Unless otherwise specified in the Agreement, Host shall take reasonable measures to discourage and prevent anyone other than authorized EVgo Customers (defined below) from parking in the Premises.

2) Charging Services. During the Term, EVgo shall provide the Charging Services described in the Agreement.

a) Charging Stations on EVgo's public network shall be accessible to all EVgo subscribers and customers ("EVgo Customers"), who shall be charged in amounts reasonably determined by EVgo, which may change from time to time in EVgo's sole discretion. Charging Stations not on public networks shall be accessible only to authorized EVgo Customers in the manner determined by the parties and in accordance with EVgo's product offerings.

b) Host will have access to the same customer support that EVgo generally provides to EVgo Customers, which includes phone support and attempted diagnosis of any technical issue encountered in using any Charging Station. The applicable customer support phone number shall be displayed on or near each Charging Station.

3) Operation and Maintenance.

a) Subject to the terms and conditions of the Agreement, EVgo will operate the Charging Stations for the benefit of EVgo Customers and shall use commercially reasonable efforts to maintain the Charging Stations in good working order and repair.

b) To the extent Host has actual knowledge of the same, Host shall promptly notify EVgo and, as appropriate, emergency response personnel regarding any malfunction of a Charging Station.

4) Taxes. EVgo is solely responsible for personal property taxes imposed on the Charging Stations. Each party is responsible for its own income, franchise and similar taxes.

5) Method of Payment. For any amounts owed by EVgo to Host, on or before the forty-fifth (45th) day following the applicable due date (or at the end of each calendar month in the case of monthly payments), EVgo shall make a payment to Host of such amount by check or wire transfer or other electronic method mutually agreed upon by EVgo and

Host. For any amounts owed by Host to EVgo, EVgo shall invoice Host and Host shall pay such amounts within forty-five (45) days of receipt, or the parties shall make other mutually acceptable payment arrangements. EVgo may net any amounts owed to it by Host against any amounts it owes Host in determining payment amounts.

6) Termination.

a) The Agreement may be immediately terminated for cause by either party in the event of the following:

i) *Breaches.* The other party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for ten (10) business days after receipt of written notice.

ii) *Insolvency.* The other party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws.

b) Within sixty (60) days following the termination or expiration of the Agreement, EVgo shall remove its property associated with the Premises from the Host Property.

7) Promotional Activities. During the Term of the Agreement, EVgo may promote the availability of the Charging Stations (to the extent they are on EVgo's public network of EV charging stations) through traditional and/or electronic media, including providing the address of the Host Property and a description thereof. No party shall use the other party's trade or service marks, logos or other proprietary materials without the prior written consent of the other party.

8) Signage. Subject to Host's prior approval, EVgo may place EVgo-branded signage within the Host Property and around the Premises at EVgo's sole cost and subject to applicable laws and regulations. At no time may Host place any signage on EVgo property.

9) Installation Activities. The term "Installation Activities" shall refer to the installation activities described in the Agreement.

a) Before beginning the Installation Activities, EVgo shall provide a copy of the construction schedule and installation plans to Host for its approval, which approval shall not be unreasonably delayed or withheld. No work will begin until plans have been approved by Host and all applicable permits and certifications have been obtained.

b) For Installation Activities to be performed by EVgo, EVgo shall:

i) designate the contractors or other service providers and be solely responsible for supervising such Installation Activities;

ii) cause its designated contractors and service providers to obtain from governmental authorities all licenses, permits, or other approvals (collectively, "Approvals") required to conduct such installations. Host will reasonably cooperate with EVgo's designated contractors and service providers as required to obtain such Approvals;

iii) bring on the Premises and permitted adjacent areas of the Host Property only those materials and equipment that are being used directly in the Installation Activities;

iv) perform Installation Activities only during times and days acceptable to Host and in a manner so as to not unreasonably interfere with Host's business operations;

v) not permit or suffer any mechanic's or materialmen's liens to attach to the Premises. If such a lien attaches to the Premises, EVgo shall remove or bond over such lien at EVgo's sole cost and expense, within twenty (20) days of EVgo receiving written notice thereof from Host.

c) Host shall reasonably cooperate with EVgo to facilitate EVgo's Installation Activities, including the provision of electricity to the Charging Stations. With respect to any Installation Activities not performed by EVgo or its agents, EVgo shall have no responsibility or liability for any such activities, including obtaining Approvals.

B. REPRESENTATIONS, WARRANTIES & COVENANTS

1) **General.** Each of Host and EVgo hereby represents and warrants to the other that, as of the Agreement Date: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of the Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, regulation, order, or other legal determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or proceeding that may adversely affect its ability to perform the Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization; (e) the Agreement constitutes a legal, valid and binding obligation of such party, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights and by general principles of equity; and (f) at all times during the Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under the Agreement.

2) **Consents and Approvals.** Host further represents, warrants and covenants that it has obtained or shall obtain prior to the commencement of EVgo's Installation Activities or Charging Services any and all consents or approvals required in order for Host to grant the rights and perform its obligations under the Agreement, and for EVgo to take the actions contemplated in the Agreement.

C. INSURANCE

1) **EVgo Insurance.**

a) During the Term, EVgo shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance: (i) Statutory Worker's Compensation Insurance, and Employer's Liability limits of \$1,000,000 per accident per employee; (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (iii) Automobile Liability with a combined single limit of \$1,000,000; and (iv) \$1,000,000 in excess liability coverage per occurrence, which coverage shall sit excess of the scheduled underlying General Liability, and Automobile Liability and Employer's Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies.

b) With respect to EVgo's Commercial General Liability

Insurance, Automobile Liability Insurance and Excess Liability Insurance, Host shall be included as an additional insured with respect to liability arising out of EVgo's performance under the Agreement. EVgo shall consider its own insurance primary, and shall not seek contribution from similar insurance being maintained by the Host as to the acts or omissions of EVgo.

2) **Host Insurance.** During the Term, Host shall maintain in full force and effect, at its cost and expense: (i) full replacement cost Property Insurance (written on an "all-risk/special perils" basis) for (1) the Host Property and all improvements thereon (but excluding any EVgo property); and (2) all personal property and trade fixtures owned by Host located at the Host Property; and (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

3) **Policy Requirements.** The insurance policies required under Sections C(1) and C(2) shall: (a) be issued by insurance companies licensed to do business in the state in which the Host Property is located, with a general policyholder's ratings of at least "A-" and a financial rating of at least "Class VIII," in the most current Best's Insurance Reports available on the Agreement Date; if the Best's ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies; and (b) contain provisions whereby each party's insurers waive all rights of subrogation against the other party on each of the coverages required herein. From time to time upon request, each party shall provide the other with a certificate of insurance, evidencing the required coverages.

4) **Waiver.** Anything in the Agreement to the contrary notwithstanding, each party hereby waives every right or cause of action for any and all loss of, or damage to (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible) the Host Property and any improvements thereon, the Charging Stations, or to the personal property of either party, or its Related Parties, as defined in Section D(1), regardless of cause or origin. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

5) **Casualty and Condemnation.** If any portion of the Host Property is damaged by fire or other casualty in a manner that adversely affects EVgo's use of the Premises, then either party may, within thirty (30) days of the date of such fire or other casualty elect to terminate the Agreement on written notice to the other party. If any portion of the Host Property is condemned or taken in any manner for a public or quasipublic use that could adversely affect EVgo's use of the Premises, then EVgo may elect to terminate the Agreement effective as of the date title to the condemned portion of the Host Property is transferred to the condemning authority.

D. INDEMNITY

1) **Indemnification.** Subject to Sections C(4) and D(2) hereof, each party shall indemnify and hold harmless the other party and its respective affiliates, representatives, agents, officers, directors, managers, members, shareholders, partners, contractors, or employees ("**Related Parties**") from and against all claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection (collectively, "**Losses**") that arise out of or result from (i) any willful misconduct or negligence of such party or its Related Parties, (ii) any

breach by such party of its obligations, representations or warranties under the Agreement; and (iii) in the case of EVgo, the use of the Premises by EVgo or its Related Parties, except to the extent arising out of or resulting from any willful misconduct or negligence of Host or its Related Parties.

2) **Limitation of Liability.** In no event shall either party be liable (in contract or in tort, including negligence and strict liability) to such other party or its Related Parties for any special, indirect or consequential damages relating to the Agreement. The entire liability of each party for any and all claims of any kind arising from or relating to the Agreement will be subject in all cases to an affirmative obligation on the part of the other party to mitigate its damages. Each party's total liability to the other party and its Related Parties on an aggregate basis arising out of or in connection with the Agreement, whether in contract or in tort, shall not exceed the total amount expended by the other party directly in connection with the Agreement, except as it applies to a party's obligations pursuant to **Section C [INSURANCE]**.

E. MISCELLANEOUS

1) **Notice.** Any notice provided or permitted to be given under the Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered or certified mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as set forth in the Agreement. Each party may change its address for notice by giving notice thereof to the other party.

2) **Assignment.** The Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. In the event the Premises is transferred or Host ceases to have the requisite level of control over the Premises necessary to fulfill its obligations under the Agreement (each, a "**Transfer Event**"), Host shall assign its rights and obligations under the Agreement to the person or entity which would be able to comply with Host's obligations following such Transfer Event.

3) **No Agency Relationship.** Nothing in the Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in the Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.

4) **Conflict; Severability.** In any conflict between the Agreement and these Terms & Conditions, the Agreement shall control. If any term of the Agreement is held by any court of competent jurisdiction to be invalid, such invalidity shall not invalidate the remainder of the Agreement and the Agreement shall be construed and deemed reformed to the extent necessary to render valid such term and the rights and obligations of the parties shall be enforced accordingly.

5) **Survival.** The provisions of Sections A(6)(b), C(4), D, and E(6) shall survive termination of the Agreement.

6) **Governing Law; Waiver of Jury Trial.** The Agreement shall be governed by and interpreted in accordance with the internal laws of the state where the Host Property is located without giving effect to conflict of law rules. The parties hereby waive any and all rights to request or require that a jury determine any fact, matter, dispute or litigation between them, or render any judgment or decision, in any way concerning the Agreement, and agree that any and all litigation between them arising from or in connection with the Agreement shall be determined by a judge sitting without a jury.

7) **No Waiver.** The failure of a party to insist on strict performance of any provision of the Agreement does not constitute a waiver of or estoppel against asserting the right to require performance in the future and a waiver or estoppel given in any one instance does not constitute the same with respect to a later obligation or breach.

8) **Remedies.** The rights and remedies provided by the Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have under any applicable law, in equity or otherwise.

9) **Force Majeure; Change in Law.** Neither party is responsible for any delay or failure in performance of any part of the Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the party's control. If any rule, directive, order, decision or law adversely impacts the ability for EVgo to perform its obligations under the Agreement without becoming licensed or otherwise regulated by a public utility commission or analogous agency in the relevant jurisdiction, EVgo may, at its option, immediately suspend performance under the Agreement and/or terminate the Agreement upon notice to Host and without penalty.

10) **Attorneys' Fees.** If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of the Agreement, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

11) **No Third Party Beneficiaries.** The Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

12) **Integration; Amendments.** The Agreement contains all Agreements, promises and understandings between the parties, and that there are no verbal or oral Agreements, promises or understandings between the parties. Any amendment, modification or other change to the Agreement shall be ineffective unless made in a writing signed by the parties hereto.

13) **Counterparts.** The Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document.

14) Construction. All documents or items attached to, or referred to in, the Agreement are incorporated into the Agreement as fully as if stated within the body of the Agreement. Each party has cooperated in the drafting, negotiation and preparation of the Agreement and nothing herein shall be construed against either party on the basis of that party being the drafter of such language.

EXHIBIT B

