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
March 23, 2016
Regular Session 7:00 PM

1) OPEN SESSION

1A. **Call Open Session 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

Nevada Irrigation District Proposed Centennial Dam

Remleh Scherzinger, General Manager and Doug Roderick, Project Engineer

3) CONSENT CALENDAR

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

RECOMMENDED ACTION: Approve Consent Calendar

3A. **Minutes City Council Meeting of March 9, 2016**
Recommendation: Approve the Minutes of the Regular Meeting of March 9, 2016.

3B. **Cash Summary Report – February 2015**
Recommendation: Receive and File

3C. **Updated MOU for Local 39 Union Employees**
Recommendation: Adopt Resolution 08-2016 authorizing the Mayor and City Manager to execute a Memorandum of Understanding between the City of Colfax and IOUE, Stationary Engineers, Local 39 representing general employees January 1, 2016 through June 30, 2020.

3D. **Building Department Report**
Recommendation: Receive and File

3E. **Proclaim April 2016 as Child Abuse Prevention Month**
Recommendation: Adopt Resolution 09-2016 Proclaiming April 2016 as "Child Abuse Prevention Awareness Month" in the City of Colfax

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. Comments should not exceed three (3) minutes in length. The Council cannot act on items not included on this agenda; however, if action is required it will be referred to staff.

6) COUNCIL BUSINESS

6A. **Medical Marijuana Regulation - Continuing Discussion**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Discuss and direct staff as appropriate

7) ADJOURNMENT

IN WITNESS THEREOF, I have hereunto set my hand and posted this agenda
at Colfax City Hall and Colfax Post Office.

Lorraine Cassidy, City Clerk

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

City of Colfax
City Council Minutes
Regular Meeting of Wednesday, March 9, 2016
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 CONVENE CLOSED SESSION

1A. **Call to Order**
Mayor Parnham called the meeting to order at 6:32PM.

1B. **Roll Call**
Councilmembers present: Douglass, Harvey, Hesch, Parnham, Stockwin

1C. **Public Comment –** Closed Session Items
No public comment
Mayor Parnham recused himself from the Closed Session.

1D. **Closed session agenda**
Conference with Labor Negotiators pursuant to Government Code Section 54957.6 Employee Organization: General Employees and Bargaining Unit Represented by Operation Engineers, Local 39
City's Designated Representative: Mark Miller

Closed session ended at 6:58PM.

2 CONVENE OPEN SESSION

2A. **Call to Order**
Mayor Parnham called the Open Session to order at 7:04PM.

2B. **Pledge of Allegiance**
City Attorney Cabral led the Pledge of Allegiance.

2C. **Report from Closed Session**
City Attorney Cabral stated there was nothing to report from Closed Session.

2D. **Roll Call**
Council Members present: Douglass, Harvey, Hesch, Parnham, Stockwin

2E. **Approval of Agenda Order**
On a motion by Councilmember Stockwin, seconded by Mayor Pro Tem Harvey, the City Council approved the agenda.
AYES: Douglass, Harvey, Hesch, Parnham, Stockwin

3 CONSENT CALENDAR

3A. **Minutes City Council Meeting of February 24, 2016**
Recommendation: Approve the Minutes of the Regular Meeting of February 24, 2016.

3B. **Current Contract List**
Recommendation: For information only.
Councilmember Hesch pulled Item 3B for discussion.
On a motion by Mayor Pro Tem Harvey, seconded by Councilmember Stockwin, the City Council approved the Minutes of the February 24, 2016 meeting.
AYES: Douglass, Harvey, Hesch, Parnham, Stockwin

Item 3B: Councilmember Hesch expressed appreciation for the Contract report, mentioning he found it very interesting and would like to see the contract prices on the list. He suggested staff consider including a column for dollar values.

4 COUNCIL, STAFF, AND OTHER REPORTS

4A. Committee Reports and Colfax Informational Items – All Councilmembers

Councilmember Hesch

- Councilmember Hesch offered appreciation to Councilmember Stockwin for his well-documented research and interaction with the railroad regarding idling trains. The information and documentation was invaluable for submitting an effective formal complaint to the Placer County Air Pollution Control Board.
- On a recent trip to Oregon, he observed and asked questions regarding the marijuana dispensaries, which were recently legalized in that state. He was impressed to see several small businesses opening up with no observable problems. He committed to continue to monitor the events and feedback from Oregon.
- Councilmember Hesch requested Council discussion concerning the proposed dam on the Bear River and a Council letter to the Nevada Irrigation District (NID).
  Mayor Pro Tem Harvey concurred that Council should comment and since the dam will impact the City, request benefits for the City.
  City Manager Miller informed Council that staff has arranged for a presentation from NID at the next Council meeting.

Councilmember Stockwin

- Councilmember Stockwin noted the Nevada Irrigation District (NID) has extended their deadline to comment on the Environmental Impact Review process for the proposed dam on the Bear River to April 16, 2016. He suggested everyone look at both sides of the issue by studying the websites promoting the dam and opposed to it: www.centennialreservoir.org and www.savebearriver.com.
- He reported the railroad is clearing land uphill and temporarily storing the slash near town. The wood is available for cutting and the remainder to be donated to the biomass plant by April.

Councilmember Douglass

- Councilmember Douglass attended the Sierra Economic Development Corporation (SEDCorp) Board meeting. SEDCorp is supporting Assembly Bill 1758 which will provide funding for broadband services in rural areas.
- Council is now sponsoring the Colfax Elementary School awards program called Hardwork Café. He and Mayor Parnham joined the students in celebrating their academic success.
- As liaison to the Colfax schools, he attended a recent girls' soccer game. Colfax triumphed over Nevada Union, a school twice their size.

Mayor Pro Tem Harvey

- Mayor Pro Tem Harvey mentioned an article in Western City regarding sign laws. He asked staff to follow up to insure that the City sign ordinance is in compliance.
  City Manager Miller stated the City planner has looked at the City's ordinance and the City may need a zoning code update which can include any changes needed.

Mayor Parnham

- Mayor Parnham requested Council move regular meetings to Tuesday nights allowing the reporter to meet the deadline to have articles in the same week's publication. Articles from a Wednesday night meeting cannot be in the paper until the following week. He asked staff to place a discussion item on the agenda.
- He mentioned that there are many comments on Facebook stating a preference for the train horns to recommence.
- He will not be able to attend a League of California Cities meeting on March 18th and asked that another Councilmember take his place. Mayor Pro Tem Harvey, the alternate, will plan to attend.
- He enjoyed presenting the awards to the 7th graders at Colfax Elementary School to celebrate their accomplishments.

4B. **City Operations – City Staff**

City Manager Miller

- City Manager Miller stated Colfax had six inches of rainfall in the last storm with few fallen trees or storm drain issues. Staff is gearing up for another large storm this weekend.
- The theater owner reported an opportunity to partner with a foreign film festival promoter. A film festival would be a boon to the local economy.
- He attended a Placer County Transportation Planning Agency (PCTPA) Technical Advisory Committee meeting this week. PCTPA seems to be getting traction for their tax initiative which would add over $250,000 annually to the City transportation budget and have a major impact on City road improvements.
- The Colfax Garden Club planted a tree for Arbor Day with essay competition winners from the school. There is room at the location for a monument or bench, as Council sees fit. Council might consider a line item for a Wyman Wayside monument in the upcoming budget planning process.
- He encouraged attendance at the March 12th fundraiser for the 8th grade class which is hosting a car show to be held in Meadow Vista.
- Staff is working on the bidding process for the Oak Street sidewalk grant project and hopes to bring a bid back to Council soon.
- Sergeant Conners is unable to attend tonight's meeting as he is preparing for an exercise in the morning. He suggested Council look at the recent ordinances passed by Placer County as templates for Council to consider in efforts to decrease loitering by indigents within City limits.

4C. **Additonal Reports – Agency Partners**

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

- He will teach a Start Smart class for teen driving safety at Empire Driving School on March 12th from 9AM to 11AM. The class is free.
- Also on March 12th, the CHP is conducting a statewide bone marrow donor drive for the Keith Meter Fund. CHP is asking for everyone to participate.
- Officer Nave will conduct a Bike Rodeo during school hours at Colfax Elementary School on April 1st.

Frank Klein, President of the Colfax Area Chamber of Commerce

- At a recent Chamber Board meeting, the board discussed the July 3rd event and the Railroad Days event. The Chamber would like Council's direction regarding fireworks at the July 3rd event and requested Council add a discussion regarding this to a future agenda.

Forrest Rowell, Colfax City Volunteer Fire Department Administrative Fire Captain

- He is working with the Volunteer Fire Department to improve the Insurance Services Office (ISO) rating for the City.
- The Department is actively recruiting and has added 4 volunteers in the past month. The goal is to have enough volunteers to run 2 engines.
  Mayor Pro Tem Harvey suggested coordinating with the *Colfax Record* to increase public awareness of the need for more volunteers.

5 PUBLIC COMMENT

Tim Ryan, 300 S Main Street

- Thanked Staff for the excellent clean-up of Main Street.
- Mentioned his appreciation for the Quiet Zone. The reduction in train noises has improved his life.

Stacie Younggren, area resident

- Responded to Councilmember Hesch's report regarding marijuana dispensaries in Oregon, informing him marijuana has been legalized in Oregon for six months.

6 COUNCIL BUSINESS

6A. Update on Revised MOU for Local 39 Union Employees

STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Review update on negotiations from City Manager.
City Manager Miller explained staff and the union representative have made progress over the last few months. Staff hopes to bring back an agreement for the Consent Calendar which will control costs and acknowledge staff with reasonable compensation.

6B. Medical Marijuana Regulation – Continuing City Council Discussion

STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Discuss and direct staff as appropriate.
City Manager Miller commented staff was able to include most of Council's input into this rough draft ordinance proposal. Staff is presenting only the "cultivation" portion of the ordinance for Council discussion tonight.
Councilmember Hesch had no comment on the proposed ordinance.
Councilmember Stockwin expressed concern with some vague language in the document; terms such as "other similar locations, large number of kids" should be defined or removed. Also, the draft ordinance requires a Conditional Use Permit (CUP) for cultivation. Since the CUP process is very public, it will conflict with the state law that application for medical marijuana cultivation is covered by right to privacy laws. Making the CUP process private will need to be addressed. The proposed ordinance doesn't increase the threshold for the number of plants allowed for larger parcels. The law allows a caregiver to provide for up to 5 patients, but the ordinance only allows four plants. This wouldn't be enough for 5 people.

City Manager Miller replied the proposed ordinance allows for caregivers to grow plants for 2 people, dispensaries will be covered in another draft section of the ordinance.
Councilmember Stockwin also commented about the statement regarding cultivation bothering neighbors. Since this would be part of the CUP, stating it again might be overkill.
City Manager Miller reminded Council that enforcement of cultivation will be complaint driven.
Councilmember Douglass had no comment.
Mayor Pro Tem Harvey would like the ordinance or CUP requirements to include impacts of dust and emissions.
Mayor Parnham emphasized the importance of keeping confidentiality for patients. He also agreed any nuisances should be covered under the permitting process.
Mayor Parnham opened the discussion to public comments.
Stacie Younggren, area resident, remarked State law allows a 10x10 foot plot for each patient.
Colfax Reporter, Tim Robinson, asked when the public workshop will be scheduled. City Manager Miller stated Staff is projecting a late April workshop in conjunction with the regular meeting.
Jeff Patterson, not a Placer County resident, gave a heartfelt plea to allow more than four plants because 4 would not be nearly enough to treat a cancer patient.

7 ADJOURNMENT

As there was no further business on the agenda, Mayor Parnham adjourned the meeting at 8:06PM.

Respectfully submitted to City Council this 23rd day of March, 2016

Lorraine Cassidy, City Clerk

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MARCH 23, 2016 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: March 7, 2016
SUBJECT: City of Colfax Cash Summary Report: February 2016

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

RECOMMENDED ACTION: Accept and File City of Colfax Cash Summary Report: February 2016.

BACKGROUND AND ANALYSIS:

These monthly financial reports include General Fund Unassigned 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.

CONCLUSION:

The attached reports reflect an overview of the financial transactions of the City of Colfax in February 2016.

Monthly highlights include:

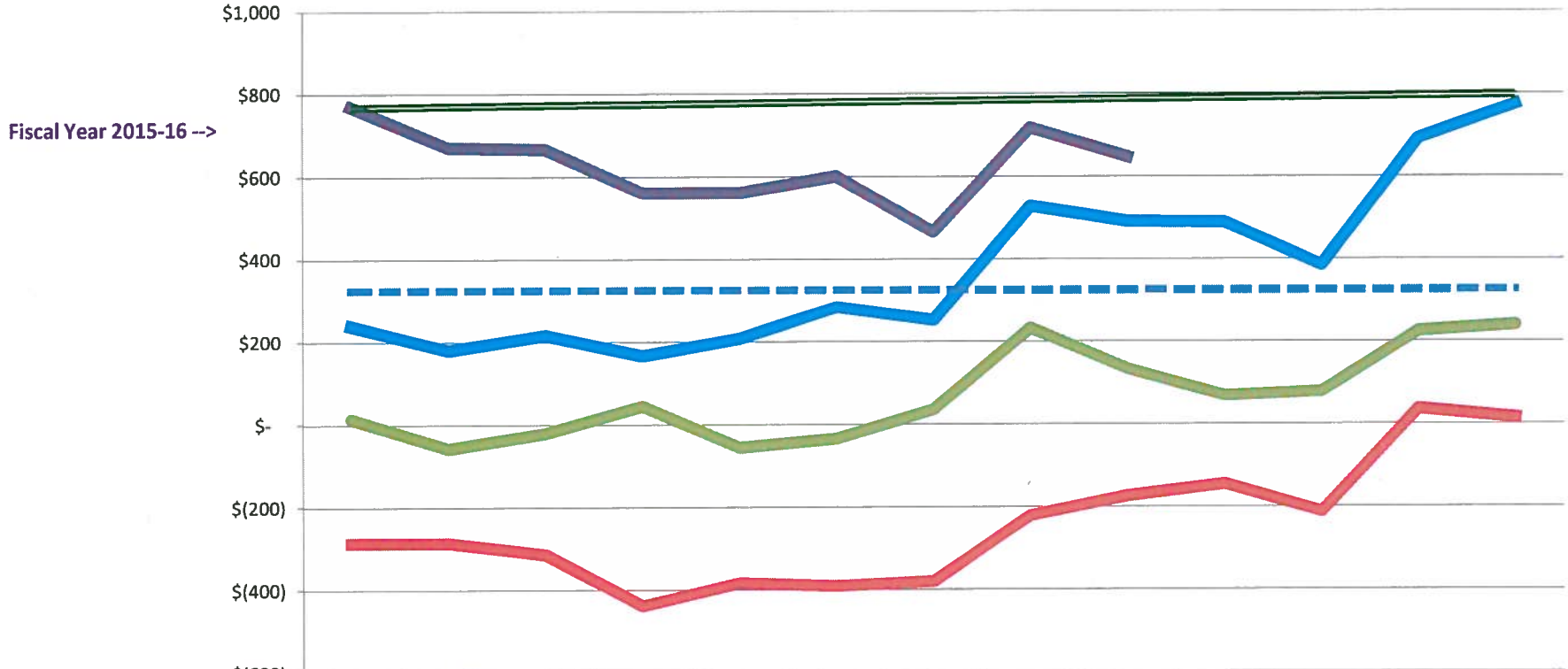
- General Fund Reserved Cash is tracking consistently with previous years and our General Fund Reserve balance has been met consistently for the past fourteen months.
- Negative fund balances in Restricted and Capital Funds are due to timing of funding allocations and reimbursements.
    - Full funding is expected for Fund 250 – expect receipts to begin in March when City will receive first payment of Local Transportation funds from PCTPA. Funds are also scheduled to be transferred from Fund 253 Gas Taxes.
    - Capital Fund 350 (UPPR Ped Xing Project) received PTSMEA funding from PCTPA in February and the first reimbursement payment from Cal Trans ($244K) has been received in March. Final project costs are expected to be paid in March/April.
- Bi-annual payment for purchase of Winner Chevrolet property was processed February.

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
    d. Daily Cash Summary Report

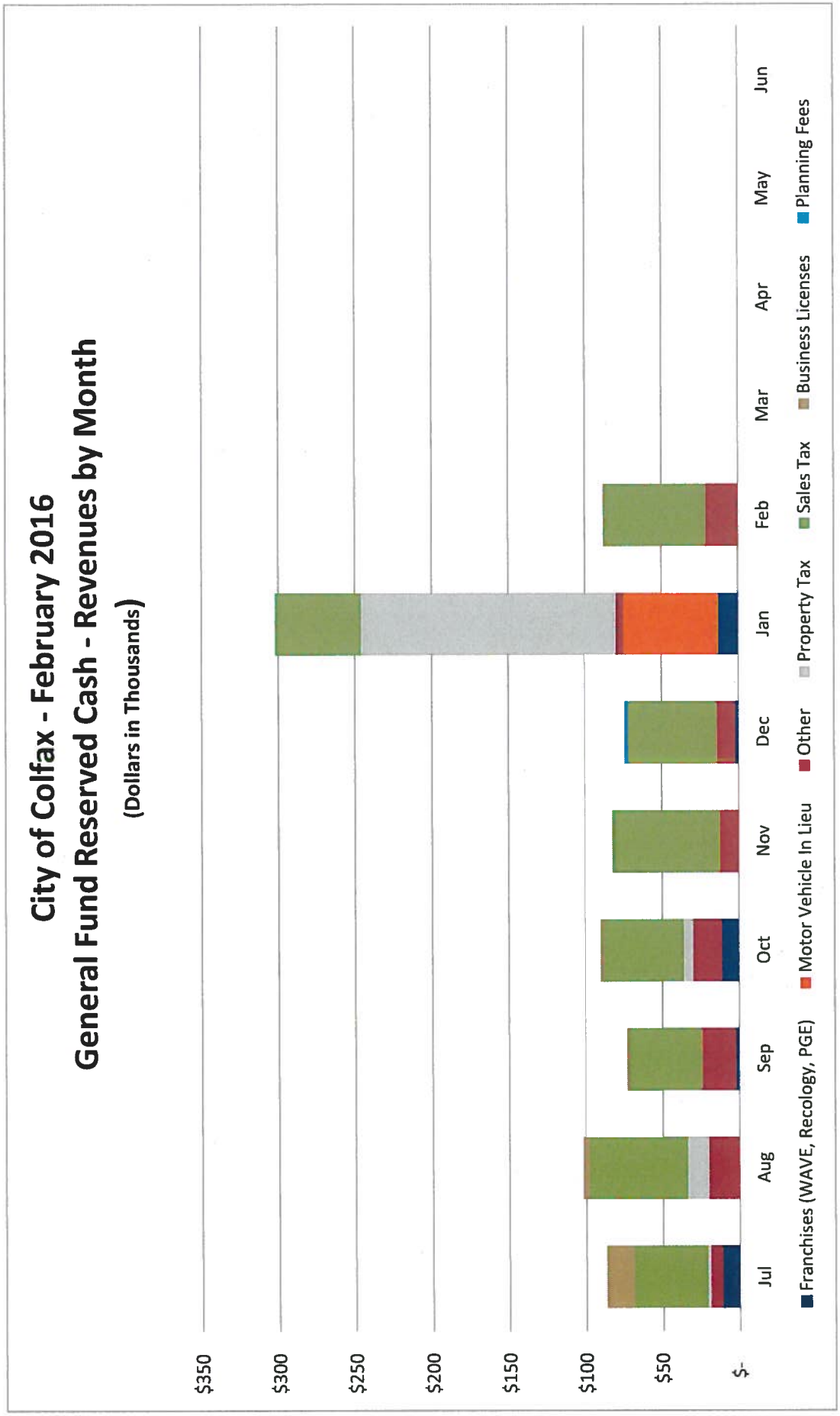
City of Colfax - February 2016
General Fund Reserved Cash Analysis

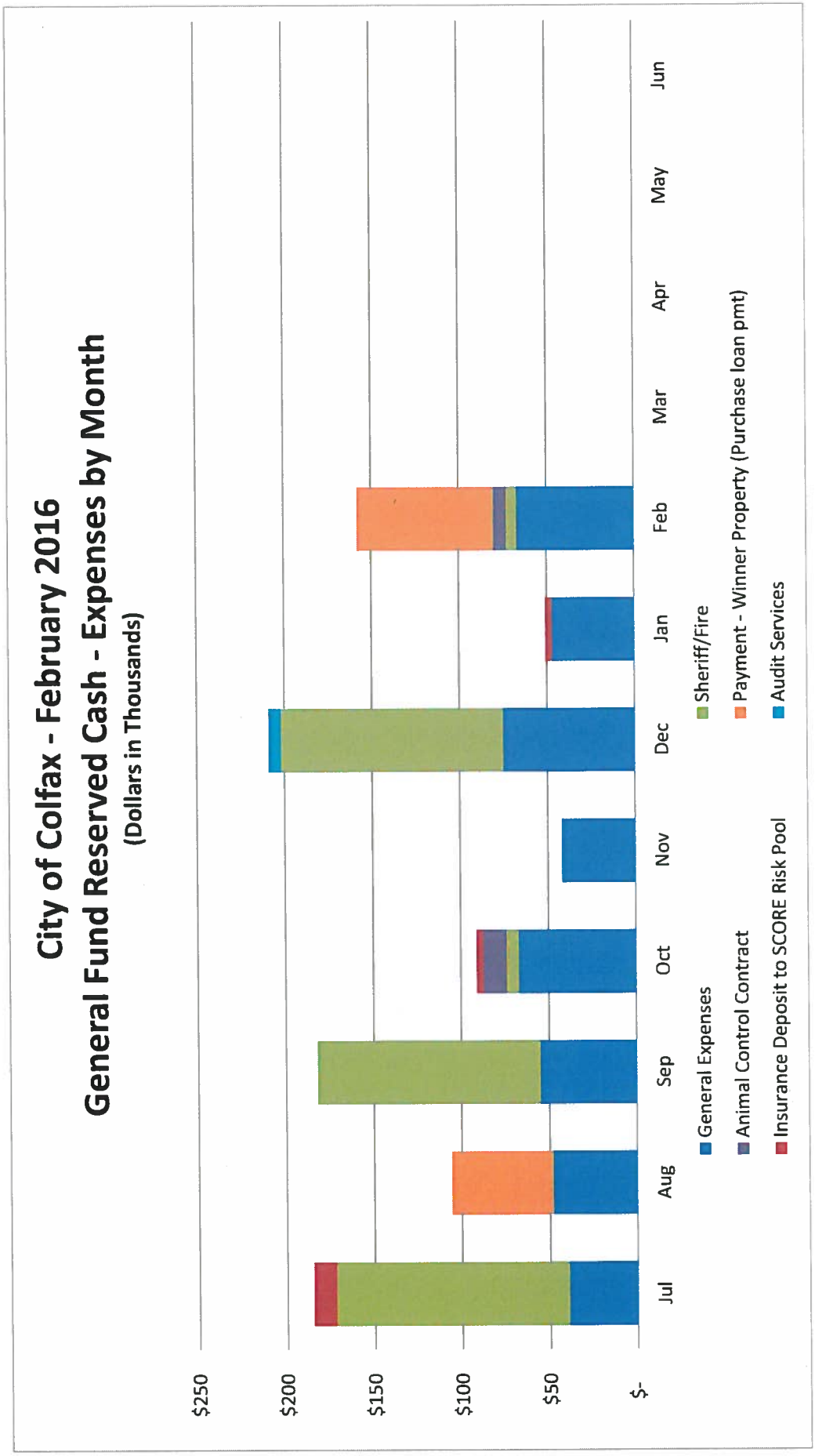
(Dollars in Thousands)



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2015-16	$768	$670	$666	$562	$561	$601	$466	$717	$647				
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 Target 25%	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	325
Budget FY2016	$767	$770	$772	$775	$777	$780	$782	$785	$787	$790	$792	$795	797

*City Administrative policy stipulates General Fund Reserve of 25% (3 months) of annual General Fund Revenues.


City of Colfax - February 2016
General Fund Reserved Cash - Revenues by Month
(Dollars in Thousands)
$350
$300
$250
$200
$150
$100
$50
$-
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Franchises (WAVE, Recology, PGE)
Motor Vehicle In Lieu
Other
Property Tax
Sales Tax
Business Licenses
Planning Fees


City of Colfax - February 2016
General Fund Reserved Cash - Expenses by Month
(Dollars in Thousands)
$250
$200
$150
$100
$50
$-
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
General Expenses
Sheriff/Fire
Animal Control Contract
Payment - Winner Property (Purchase loan pmt)
Insurance Deposit to SCORE Risk Pool
Audit Services

City of Colfax
Cash Summary
February 29, 2016

	Balance 01/31/2016	Revenues In	Expenses Out	Transfers	Balance 02/29/2016
US Bank	$ 193,961.50	$ 420,718.88	$ (453,276.02)	$ 100,000.00	$ 261,404.36
LAIF	$ 3,078,487.80	$ -		$ (100,000.00)	$ 2,978,487.80
Total Cash - General Ledger	$ 3,272,449.30	$ 420,718.88	$ (453,276.02)	$ -	$ 3,239,892.16
Petty Cash (In Safe)	$ 300.00				$ 300.00
Total Cash	$ 3,272,749.30	$ 420,718.88	$ (453,276.02)	$ -	$ 3,240,192.16

Change in Cash Account Balance - Total **$ (32,557.14)**

Attached Reports:

1. Cash Transactions Report (By Individual Fund)
2. Check Register Report (Accounts Payable) $ (302,916.20)
3. Cash Receipts - Daily Cash Summary Report $ 175,489.25

Payroll Checks and Tax Deposits	$	(55,500.18)
Utility Billings - Receipts	$	150,541.92
Bank Service Charge	$	(129.58)
NSF Check	$	(42.35)
Stop payment/Void check	$	-
	$	**(32,557.14)** $ -

Prepared by: Laurie Van Groningen 3/5/16
Laurie Van Groningen, Finance Director

Reviewed by: Mark Miller
Mark Miller, City Manager

City of Colfax

Cash Transactions Report - February 2016

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	$ 944,252.67	$ 88,021.53	$ (158,589.05)	$ 873,685.15
Fund: 120 - Land Development Fees	$ 9,860.44	$ -	$ -	$ 9,860.44
Fund: 570 - Garbage Fund	$ (236,703.89)	$ -	$ -	$ (236,703.89)
Fund Type: 1.11 - General Fund - Unassigned	**$ 717,409.22**	**$ 88,021.53**	**$ (158,589.05)**	**$ 646,841.70**
Fund Type: 1.14 - General Fund - Restricted				
Fund: 571 - AB939 Landfill Diversion	$ 30,767.26	$ -	$ -	$ 30,767.26
Fund: 572 - Landfill Post Closure Maintenance	$ 781,611.83	$ -	$ (6,871.32)	$ 774,740.51
Fund Type: 1.14 - General Fund - Restricted	**$ 812,379.09**	**$ -**	**$ (6,871.32)**	**$ 805,507.77**
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	$ 63,024.60	$ -	$ (225.00)	$ 62,799.60
Fund: 211 - Mitigation Fees - Drainage	$ 3,042.66	$ -	$ -	$ 3,042.66
Fund: 212 - Mitigation Fees - Trails	$ 42,627.05	$ -	$ -	$ 42,627.05
Fund: 213 - Mitigation Fees - Parks/Rec	$ 97,617.32	$ -	$ -	$ 97,617.32
Fund: 214 - Mitigation Fees - City Bldgs	$ 942.43	$ -	$ -	$ 942.43
Fund: 215 - Mitigation Fees - Vehicles	$ 4,483.35	$ -	$ -	$ 4,483.35
Fund: 217 - Mitigation Fees - DT Parking	$ 26,570.20	$ -	$ -	$ 26,570.20
Fund: 218 - Support Law Enforcement	$ 9,651.09	$ 14,329.92	$ -	$ 23,981.01
Fund: 241 - CDBG Housing Rehabiliation	$ 94,392.02	$ -	$ -	$ 94,392.02
Fund: 244 - CDBG MicroEnterprise Lending	$ 117,865.37	$ 1,000.00	$ -	$ 118,865.37
Fund: 250 - Streets - Roads/Transportation	$ (78,768.61)	$ -	$ (22,208.17)	$ (100,976.78)
Fund: 253 - Gas Taxes	$ 38,368.08	$ 3,608.35	$ (1,464.20)	$ 40,512.23
Fund: 270 - Beverage Container Recycling	$ 33,107.09	$ -	$ -	$ 33,107.09
Fund: 280 - Oil Recycling	$ 4,780.44	$ -	$ (338.93)	$ 4,441.51
Fund: 286 - Community Projects	$ 5,254.69	$ -	$ -	$ 5,254.69
Fund: 292 - Fire Department Capital Funds	$ 148,346.05	$ -	$ -	$ 148,346.05
Fund: 342 - Fire Construction - Mitigation	$ 2,423.55	$ -	$ -	$ 2,423.55
Fund: 343 - Recreation Construction	$ 2,424.00	$ -	$ -	$ 2,424.00
Fund Type: 1.24 - Special Rev Funds - Restric	**$ 616,151.38**	**$ 18,938.27**	**$ (24,236.30)**	**$ 610,853.35**
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 350 - Street Improvement Projects	$ (260,930.45)	$ 67,454.12	$ (59,100.68)	$ (252,577.01)
Fund: 370 - North Main Street Bike Route	$ (1,672.22)	$ -	$ -	$ (1,672.22)
Fund Type: 1.34 - Capital Projects - Restricted	**$ (262,602.67)**	**$ 67,454.12**	**$ (59,100.68)**	**$ (254,249.23)**
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	$ 406,355.71	$ 157,763.66	$ (155,222.11)	$ 408,897.26
Fund: 561 - Sewer Liftstations	$ 356,434.86	$ 24,161.61	$ (26,802.05)	$ 353,794.42
Fund: 563 - Wastewater Treatment Plant	$ 242,524.15	$ 63,496.20	$ (22,155.86)	$ 283,864.49
Fund: 564 - Sewer Connections	$ 41,080.00	$ -	$ -	$ 41,080.00
Fund: 565 - General Obligation Bond 1978	$ 21,659.43	$ -	$ -	$ 21,659.43
Fund: 567 - Inflow & Infiltration	$ 321,358.13	$ 883.49	$ (298.65)	$ 321,942.97
Fund Type: 2.11 - Enterprise Funds - Unassigı	**$ 1,389,412.28**	**$ 246,304.96**	**$ (204,478.67)**	**$ 1,431,238.57**
Grand Totals:	**$ 3,272,749.30**	**$ 420,718.88**	**$ (453,276.02)**	**$ 3,240,192.16**

Check Register Report

Checks Processed - Feb 2016

Date: 03/05/2016
Time: 12:25 pm
Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
51460	02/01/2016	Reconciled		01771	A T.E.E.M. ELECTRICAL ENGINEER	WWTP SITE VISIT	1,000.00
51461	02/01/2016	Reconciled		01418	ALL PHASE AUTO	TRUCK MAINTENANCE	1,244.85
51462	02/01/2016	Reconciled		01413	ALLIANT INSURANCE SERVICES,	SPECIAL EVENT INSURANCE	1,102.00
51463	02/01/2016	Reconciled		02829(2)	BLUE RIBBON PERSONNEL LABOR	LABOR SERVICES	1,633.28
51464	02/01/2016	Reconciled		02829	BLUE RIBBON PERSONNEL SERVICES	TEMPORARY SERVICES	613.44
51465	02/01/2016	Reconciled		02901	BUREAU VERITAS NORTH AMERICA	BUILDING OFFICIAL SERVICES	4,675.00
51466	02/01/2016	Reconciled		03204(2)	CENTRAL VALLEY ENGINEERING &	UPRR PEDXING BIKE	59,063.18
51467	02/01/2016	Reconciled		03493	COASTLAND CIVIL ENGINEERING	DOLLAR GENERAL INSPECTION	202.50
51468	02/01/2016	Reconciled		03580	COUNTY OF PLACER - ANIMAL CONT	DOMESTIC ANIMAL CONTROL	6,616.29
51469	02/01/2016	Reconciled		04234	DE LAGE LANDEN FINANCIAL	COPY MACHINE MAINTENANCE	350.41
51470	02/01/2016	Reconciled		04250	DEPARTMENT OF CONSERVATION	FEE REPORT	15.94
51471	02/01/2016	Reconciled		04255	DEPARTMENT OF HOUSING &	MOBILE HOME PARK FEES	40.00
51472	02/01/2016	Reconciled		04400	DIAMOND WELL DRILLING CO.	WWTP MONITORING	2,106.00
51473	02/01/2016	Reconciled		04592	DWAYNE ARMSTRONG COMMUNICATION	INTERNET WWTP	99.95
51474	02/01/2016	Reconciled		05221	ENVIRONMENTAL OPERATING	WWTP CHEMICALS	6,623.88
51475	02/01/2016	Reconciled		06420	FISHER'S WASTEWATER SERVICES	WWTP OPERATIONS	1,287.25
51476	02/01/2016	Reconciled		08070	HANSEN BROS. ENTERPRISES	REPAIR CULVERT	4,738.71
51477	02/01/2016	Reconciled		08660	HUNT AND SONS, INC.	FUEL PUBLIC WORKS	995.72
51478	02/01/2016	Reconciled		12555	LOMEN, SEAN	REINBURSEMENT FOR	329.81
51479	02/01/2016	Reconciled		19390	MAR-VAL'S SIERRA MARKET	SUPPLIES	9.23
51480	02/01/2016	Reconciled		16165	PLACER COUNTY ENVIRONMENTAL	LANDFILL CLOSURE TESTING	787.50
51481	02/01/2016	Reconciled		16500	PLACER OPERATIONAL AREA	FIRE PROTECTION	5,375.00
51482	02/01/2016	Reconciled		16727	PONTICELLO ENTERPRISES	ENGINEERING DECEMBER 2015	562.50
51483	02/01/2016	Reconciled		18194	REGIONAL GOVERMENT SERVICES	PLANNING SERVICES	3,610.00
51484	02/01/2016	Reconciled		16600	STATIONARY ENGINEERS, LOCAL 39	EMPLOYER'S REPORT	7,824.00
51485	02/01/2016	Reconciled		19743	WILL STOCKWIN	MILEAGE REIMBURSEMENT	54.00
51486	02/01/2016	Reconciled		23169	WAVE BUSINESS SOLUTIONS	INTERNET CITY HALL -296	299.03
51487	02/01/2016	Reconciled		24020	XYLEM	WWTP SUPPLIES	661.22
51488	02/10/2016	Reconciled		01448	AMERIGAS - COLFAX	PRPOANE CITY HALL	845.51
51489	02/10/2016	Reconciled		01448	AMERIGAS - COLFAX	PROPANE FIRE DEPT	284.69
51490	02/10/2016	Reconciled		01448	AMERIGAS - COLFAX	PROPANE SHERIFF SUBSTATION	443.13
51491	02/10/2016	Reconciled		01448	AMERIGAS - COLFAX	PROPANE DEPOT	221.14
51492	02/10/2016	Reconciled		01511	ANTHONY'S TREE SERVICE	WWTP TREE WORK	350.00
51493	02/10/2016	Printed		02829(2)	BLUE RIBBON PERSONNEL LABOR	LABOR SERVICES	776.61
51494	02/10/2016	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	TEMPORARY SERVICES	996.84
51495	02/10/2016	Reconciled		04220	DC FROST ASSOCIATES, INC.	WWTP SUPPLIES	1,964.98
51496	02/10/2016	Reconciled		04400	DIAMOND WELL DRILLING CO.	WWTP PRIORITY POLLUTANTS	8,772.00
51497	02/10/2016	Reconciled		05184	BRET ELLIS	EXPENSE REPORT	57.24
51498	02/10/2016	Reconciled		07460	GOLD COUNTRY MEDIA	PUBLIC HEARING NOTICE	155.20
51499	02/10/2016	Reconciled		08086	HBE RENTALS	SCISSOR LIFT & PROPANE	235.42
51500	02/10/2016	Printed		08084(2)	WES HEATHCOCK,	EXPENSE REPORT	63.18
51501	02/10/2016	Reconciled		08170	HILLS FLAT LUMBER CO	SUPPLIES	596.49
51502	02/10/2016	Reconciled		08660	HUNT AND SONS, INC.	FUEL PUBLIC WORKS	374.73
51503	02/10/2016	Reconciled		09540	INTERSTATE SALES	POT HOLE PATCH	1,662.60
51504	02/10/2016	Reconciled		11130	KRUGER, INC.	WWTP CHEMICALS	430.56
51505	02/10/2016	Reconciled		16011(2)	PELLETREAU, ANDERSON & CABRAL	JANUARY 2016	6,738.75
51506	02/10/2016	Reconciled		16035	PG&E	SERVICE 12/22/2015-01/21/2016	16,580.75

Check Register Report

Checks Processed - Feb 2016

Date: 03/05/2016
Time: 12:25 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							
51507	02/10/2016	Reconciled		16200W	PLACER COUNTY SHERIFFS DEPT.	PCSO PHONE	41.50
51508	02/10/2016	Reconciled		16500	PLACER OPERATIONAL AREA	EMERGENCY MANGEMENT	221.33
51509	02/10/2016	Reconciled		18193	RECOLOGY AUBURN PLACER	TAX ROLLS 55% FY 15/16	3,243.59
51510	02/10/2016	Reconciled		18400	RIEBES AUTO PARTS	SUPPLIES	56.72
51511	02/10/2016	Reconciled		09095	JEFF SCOTT	EXPENSE REPORT	59.12
51512	02/10/2016	Reconciled		19396	SIERRA SAFETY COMPANY	STREET SIGN	188.24
51513	02/10/2016	Reconciled		21560	US BANK CORPORATE PMT SYSTEM	CC FIRE DEPARTMENT	1,872.26
51514	02/10/2016	Reconciled		22106	VAN GRONINGEN & ASSOCIATES	FINANCE CONSULTANT	6,321.25
51515	02/10/2016	Printed		22115	VERIZON CALIFORNIA	WWTP PHONES	183.80
51516	02/10/2016	Reconciled		23169	WAVE BUSINESS SOLUTIONS	INTERNET CITY HALL	229.25
51517	02/10/2016	Reconciled		23450	WINNER CHEVROLET, INC.	Q3/4 -2015 DEPT SERVICE	78,488.00
51518	02/22/2016	Printed		01414	ALHAMBRA & SIERRA SPRINGS	WATER CITY HALL, CORP YARD	66.59
51519	02/22/2016	Reconciled		01460	AMERIPRIDE UNIFORM SERVICE	UNIFORMS & SUPPLIES	488.39
51520	02/22/2016	Printed		01500	ANDERSON'S SIERRA	STORM DRAIN REPAIR	455.25
51521	02/22/2016	Printed		01548	APPLEGATE GARAGE	FIRE TRUCK REPAIR	720.56
51522	02/22/2016	Reconciled		01766	AT&T MOBILITY	CELL PHONES JANUARY	354.22
51523	02/22/2016	Reconciled		01790	AUBURN OFFICE PRODUCTS	SUPPLIES	199.99
51524	02/22/2016	Printed		02829(2)	BLUE RIBBON PERSONNEL LABOR	LABOR SERVICES	1,844.11
51525	02/22/2016	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	TEMPORARY SERVICES	1,073.44
51526	02/22/2016	Reconciled		02901	BUREAU VERITAS NORTH AMERICA	BUILDING OFFICIAL SERVICES	4,760.00
51527	02/22/2016	Reconciled		03493	COASTLAND CIVIL ENGINEERING	DOLLAR GENERAL	426.00
51528	02/22/2016	Reconciled		03558	COLFAX SMOG & AUTO REPAIR	2009 CHEVEY SMOG	51.75
51529	02/22/2016	Printed		04592	DWAYNE ARMSTRONG COMMUNICATION	INTERNET WWTP	99.95
51530	02/22/2016	Reconciled		07570	GRAINGER	WWTP SUPPLIES	490.73
51531	02/22/2016	Printed		08070	HANSEN BROS. ENTERPRISES	MAIN ST SINK HOLE REPAIR	312.32
51532	02/22/2016	Reconciled		08159	HILL BROTHERS CHEMICAL CO.	CHEMICALS	7,689.67
51533	02/22/2016	Reconciled		08660	HUNT AND SONS, INC.	FUEL FIRE DEPT	71.95
51534	02/22/2016	Printed		11130	KRUGER, INC.	WWTP SUPPLIES	135.43
51535	02/22/2016	Reconciled		12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING	2,278.10
51536	02/22/2016	Printed		19390	MAR-VAL'S SIERRA MARKET	SUPPLIES	102.56
51537	02/22/2016	Printed		13193	MARK THOMAS & COMPANY	S AUBURN ROUNDABOUT	225.00
51538	02/22/2016	Reconciled		16166	PLACER COUNTY BOARD OF	CITY COUNTY DINNER	100.00
51539	02/22/2016	Reconciled		18010	RACO MANUFACTURING	ALARM SERVICE	387.00
51540	02/22/2016	Printed		18193	RECOLOGY AUBURN PLACER	DEBRIS BOX RENTAL	1,464.88
51541	02/22/2016	Reconciled		18194	REGIONAL GOVERMENT SERVICES	PLANNING SERVICES	5,320.00
51542	02/22/2016	Printed		18378	RICHARDSON & COMPANY, LLP	AUDIT SERVICES	891.84
51543	02/22/2016	Reconciled		09095	JEFF SCOTT	BOOT REIMBURSEMENT	171.98
51544	02/22/2016	Reconciled		19396	SIERRA SAFETY COMPANY	SAFETY VESTS	30.96
51545	02/22/2016	Printed		19791	SUTTER MEDICAL FOUNDATION	FIRE FIGHTER MED CHECK	39.00
51546	02/22/2016	Printed		20048	TALL BOOTS PUMPING SERVICES	SEWER BACKUP	737.50
51547	02/22/2016	Void	02/22/2016	21500	USA BLUE BOOK, INC	CHEMICALS	0.00
51548	02/22/2016	Reconciled		23169	WAVE BUSINESS SOLUTIONS	INTERNET CORP YARD	47.95
51549	02/22/2016	Printed		23301	WESTERN PLACER WASTE	SLUDGE REMOVAL	1,150.38
51550	02/25/2016	Printed		01418	ALL PHASE AUTO	TRUCK MAINTENANCE	2,376.04
51551	02/25/2016	Printed		01429	ANNABELL ENTERPRISES	TREE REMOVAL EQUIPMENT	380.00
51552	02/25/2016	Printed		02829(2)	BLUE RIBBON PERSONNEL LABOR	LABOR SERVICES	854.00
51553	02/25/2016	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	TEMPORARY SERVICES	613.44
51554	02/25/2016	Printed		03562	COMMERCIAL PUMP SERVICE, INC	INSTALLED PUMPS	7,733.75
51555	02/25/2016	Printed		04234	DE LAGE LANDEN FINANCIAL	COPY MACHINE MAINTENANCE	170.93
51556	02/25/2016	Printed		08660	HUNT AND SONS, INC.	FUEL PUBLIC WORKS	353.51

Check Register Report

Checks Processed - Feb 2016

Date: 03/05/2016
Time: 12:25 pm
Page: 3

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
51557	02/25/2016	Printed		11130	KRUGER, INC.	WWTP SUPPLIES	1,236.99
51558	02/25/2016	Printed		16727	PONTICELLO ENTERPRISES	ENGINEERING JANUARY 2016	1,950.00
51559	02/25/2016	Printed		19695	STATE WATER RESOURCES CONTROL	JEFF SCOTT	230.00
51560	02/25/2016	Printed		16600	STATIONARY ENGINEERS, LOCAL 39	EMPLOYER'S REPORT	9,780.00
51561	02/25/2016	Printed		21500	USA BLUE BOOK, INC	WWTP SUPPLIES	635.17
51562	02/25/2016	Printed		23169	WAVE BUSINESS SOLUTIONS	PHONE DEPOT	39.30

Total Checks: 103 **Checks Total (excluding void checks): 302,916.20**

Total Payments: 103 **Bank Total (excluding void checks): 302,916.20**

Total Payments: 103 **Grand Total (excluding void checks): 302,916.20**

DAILY CASH SUMMARY REPORT

02/01/2016 - 02/29/2016

City of Colfax

			Debit	Credit	Net Chng
Fund: 100 - General Fund					
02/03/2016	Daily Totals		6,105.47	0.00	6,105.47
02/17/2016	Daily Totals		75,769.91	0.00	75,769.91
02/22/2016	Daily Totals		5,760.85	0.00	5,760.85
02/26/2016	Daily Totals		108.85	0.00	108.85
02/29/2016	Daily Totals		276.45	0.00	276.45
Fund: 100 - General Fund		**TOTALS:**	**88,021.53**	**0.00**	**88,021.53**
Fund: 218 - Support Law Enforcement					
02/17/2016	Daily Totals		14,329.92	0.00	14,329.92
Fund: 218 - Support Law Enforcement		**TOTALS:**	**14,329.92**	**0.00**	**14,329.92**
Fund: 244 - CDBG MicroEnterprise Lending					
02/03/2016	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: 253 - Gas Taxes					
02/01/2016	Daily Totals		3,608.35	0.00	3,608.35
Fund: 253 - Gas Taxes		**TOTALS:**	**3,608.35**	**0.00**	**3,608.35**
Fund: 350 - Street Improvement Projects					
02/26/2016	Daily Totals		67,454.12	0.00	67,454.12
Fund: 350 - Street Improvement Projects		**TOTALS:**	**67,454.12**	**0.00**	**67,454.12**
Fund: 560 - Sewer					
02/03/2016	Daily Totals		200.00	0.00	200.00
02/17/2016	Daily Totals		61.33	0.00	61.33
Fund: 560 - Sewer		**TOTALS:**	**261.33**	**0.00**	**261.33**
Fund: 561 - Sewer Liftstations					
02/17/2016	Daily Totals		407.00	0.00	407.00
02/29/2016	Daily Totals		407.00	0.00	407.00

DAILY CASH SUMMARY REPORT

02/01/2016 - 02/29/2016

3/5/2016
1:41 pm

City of Colfax

		Debit	Credit	Net Chng
Fund: 561 - Sewer Liftstations	**TOTALS:**	**814.00**	**0.00**	**814.00**
	GRAND TOTALS:	**175,489.25**	**0.00**	**175,489.25**

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MARCH 23, 2016 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED BY: Staff

DATE: March 17, 2016

SUBJECT: Updated Memorandum of Understanding with the Stationary Engineers Union Local 39

X	N/A		FUNDED		UN-FUNDED	AMOUNT: Future costs 2% -4% CPI Salary Increases	FROM FUND: Multiple, Wastewater and General Fund

RECOMMENDED ACTION: Approve Resolution No. 08-2016, authorizing the Mayor and City Manager to execute the updated Memorandum of Understanding between the City of Colfax and IOUE, Stationary Engineers, Local 39 Representing General Employees January 1, 2016 through June 30, 2020.

BACKGROUND AND SUMMARY:

The City has five employees represented by Union Local 39. The City and Local 39 have been negotiating for the past six months on updating the most recent Memorandum of Understanding (MOU), which had been in place from July 1, 2013 to December 31, 2015. The previous MOU covered the time period when the City transitioned from the very difficult economic recession to more stabilized revenues. The represented employees have voted to ratify the updated MOU.

The attached updated MOU reflects a number of changes in labor law, a cost of living indexed salary increase that enables the City to retain and attract quality employees, and a revised benefits package that is sustainable within Colfax limited revenue resources. The major changes in the MOU include:

- Annual cost of living salary scale increases indexed to inflation, with a minimum of 2% and a maximum of 4%.
- Elimination of City paid PERS retirement employee contribution portion for new employees, and phasing out with salary offset for existing employees, to reflect movement of public agencies away from paying employee PERS contribution amount.
- Phased in elimination of City payment to the Union Health and Welfare program to provide employee choice and reduce City costs.
- Phased in Employee contribution to Health Benefit costs, with the City making a fixed, decreasing cap, and with an in-lieu amount to be paid to employees who have alternate coverage.
- OIT program to continue subject to operational needs and time limits.
- Boot allowance increase from $200 to $275 (also allows use for work jackets).
- Term of Agreement extends to June 30, 2020 coinciding with City budget timeline.
- Personal vehicle mileage reimbursement with City Authorization only, per IRS rates.
- Voluntary leave Donation Program for employees granting to fellow employees.
- Performance Pay incentive for top step, top performing employees with City Determination.
- Formalized end to labor disagreements

RECOMMENDATION:

Review the updated Memorandum of Understanding and approve Resolution No. 08-2016, authorizing the Mayor and City Manager to execute the updated MOU with the Union Local 39.

ATTACHMENTS:

1. Resolution 08-2016
2. Final MOU Document with Appendixes

City of Colfax
City Council

Resolution № 08-2016

AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COLFAX AND IUOE, STATIONARY ENGINEERS, LOCAL 39 REPRESENTING GENERAL UNIT EMPLOYEES JANUARY 1, 2016 THROUGH JUNE 30, 2020

WHEREAS, the City of Colfax (City) and the International Union of Operation Engineers, Stationary Engineers Local 39 (Union), through their duly authorized representatives, negotiated a Memorandum Of Understanding (MOU), a copy of which is attached to this Resolution; and

WHEREAS, the City Council of the City of Colfax has determined that approval of the MOU is in the best interest of the City and its employees

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax that the Mayor and the City Manager are authorized to execute a Memorandum of Understanding between the City and IOUE, Stationary Engineers, Local 39 effective through June 30, 2020, in the form attached to this Resolution.

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 23rd day of March, 2016 by the following vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

MEMORANDUM OF UNDERSTANDING

Between

CITY OF COLFAX

And

IUOE, STATIONARY ENGINEERS, LOCAL 39

REPRESENTING GENERAL UNIT EMPLOYEES

JANUARY 1, 2016 THROUGH June 30, 2020

Table of Contents

Preamble
Article 1 Recognition
Article 2 Scope of Agreement
Article 3 Union Rights
Article 4 Management Rights
Article 5 No Discrimination
Article 6 Salary
Article 7 Overtime
Article 8 Hospital-Medical-Dental-Vision-Life Insurance and Other Benefits
Article 9 Retirement program
Article 10 Holidays
Article 11 Sick Leave
Article 12 Leave with Pay
Article 13 Vacation
Article 14 Rest Period
Article 15 Scheduling
Article 16 Seniority
Article 17 Probationary Period
Article 18 Performance Evaluation Review
Article 19 Filling Permanent Vacancies
Article 20 Limited Term Employee (Defined)
Article 21 Layoff and Re-Employment
Article 22 Uniforms Furnished and Maintained
Article 23 Health and Safety
Article 24 Tuition reimbursement and Training
Article 25 Disciplinary Action
Article 26 Grievance Procedure
Article 27 Personnel File
Article 28 Use of City Vehicle/Mileage
Article 29 Catastrophic Leave Program
Article 30 Full Understanding Modification Waiver
Article 31 Severability of Provisions
Article 32 Prevailing Rights

PREAMBLE

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act, by and between the City Manager of the CITY OF COLFAX and I.U.O.E. STATIONARY ENGINEERS, LOCAL 39 (Union) the first day of January 1, 2016.

The parties have met and conferred in good faith regarding wages, hours and other items and conditions of employment of the represented employees of the City of Colfax and have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The MOU shall be presented to the City Council as the joint recommendations of the undersigned for salaries, fringe benefits and working conditions of all represented employees of the City of Colfax.

The MOU and following agreements shall not become effective until approved by the Colfax City Council and I.U.O.E. Stationary Engineers, Local 39.

ARTICLE 1: RECOGNITION

The City hereby recognizes the Union as the exclusive representative for all employees in the General Bargaining Unit, as defined in Appendix "A" (attached) of this agreement, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to hours, wages, and conditions of employment of said employees as authorized by law.

ARTICLE 2: SCOPE OF AGREEMENT

A. Term: This 4 ½ year agreement shall remain in full force and effect until June 30, 2020.

B. Procedure for Meet and Confer: The City, through its representatives, shall meet and confer in good faith with representatives of the Union regarding matters within the scope of representation, including wages, hours and other terms and conditions of employment, in accordance with the provisions of the Meyers-Milias-Brown Act.

ARTICLE 3: UNION RIGHTS

The Union has the right to represent its members before the City Council or advisory boards or commissions or the City Manager or his designee with regard to wages, hours and conditions of employment or other matters within the scope of representation. Employees represented by the

Union shall be free to participate in Union activities without interference, intimidation, or discrimination, in accordance with State law and City policies, rules and regulations.

Union shall have the following rights:

A. Union Access
Union shall have access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods, without prior notice.

B. Bulletin Boards
Union may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by Union, and shall bear the date of posting

C. Use of Facilities
The City Manager, upon request, may permit the Union to use designated facilities, depending upon availability of space, for meeting purposes. No request for use of City facilities shall be unreasonably denied.

D. Agency Shop / Fair Share Fee
The Union owes the same responsibilities to all employees in the represented Unit and has a duty to provide fair and equal representation to all employees in all classes in the Unit whether or not they are members of Union, in accordance with Government Code Section 3500.

Union Dues, Initiation and Agency Fees: The Employer upon receiving notice from the Union will make a single deduction of an initiation fee from newly hired employees who choose to become Union members and deduct one month's current periodic Union dues or Agency fees based upon a uniform dues schedule from the pay of each Union employee.

Pursuant to Government Code Section 3502.5(b), all current regular employees and all new employees in the General Bargaining Unit represented by Union shall, as a condition of employment, authorize payroll deductions beginning the first pay period of the month of employment or assignment to General Bargaining Unit for the payment of dues owing from one of the following:

- Become a member of the Union and pay dues; or
- Pay to the Union a fair share fee.

The Union shall defend, indemnify and hold the City harmless against any and all claims, demands, expenses, suits, orders, judgments or other forms of liability that shall arise out of or by reason of action taken by the City under this article.

G. New Hire Orientation:
The Union's Business Representative or designee shall be given the opportunity to make a membership presentation at the employer's regularly scheduled new employee orientation sessions.

H. Federal PAC Contributions
The City will deduct an amount as determined by written direction from the Local 39 member for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in the Stationary Engineers, Local 39 or of employment with the District and that the Local 39 Federal PAC will use such monies in making political contributions in connection with Federal, State, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee hours worked on forms provided by the Local 39 Federal PAC, shall be remitted to 1620 North Market Blvd. Sacramento, CA. 95834.

The costs of administering this payroll deduction for Local 39 Federal PAC are incorporated into the economic package provided under the terms of this Agreement so that the Local 39 Federal PAC has, through its negotiation and its execution of this Agreement, reimbursed the District for the costs of such administration.

I. Maintenance in Membership:
The written authorization for IUOE dues deduction shall remain in full force and effect during the life of this Agreement; provided, however, that any employee may withdraw from IUOE by sending a signed withdrawal letter to IUOE within thirty (30) calendar days prior to the expiration of this Agreement. A withdrawal under this paragraph does not relieve an employee from the Agency Shop provisions.

J. Written Notice:
The right to be given reasonable written notice of any proposed ordinance, rule, resolution or regulation, or amendment thereto relating to matters within the scope of representation.

K. Reasonable Access:
Reasonable access to employee work locations for officers of the Union and the officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the City or established safety or security requirements.

ARTICLE 4: MANAGEMENT RIGHTS

A. The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service and; determine the procedures and standards of selection for employment and promotion; train and direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; to exercise complete control and discretion over its organization and the technology of performing its work; and to make rules and regulations for its employees consistent with this MOU.

B. The City maintains the right to use qualified volunteers or reserves in the City service, provided such use does not adversely affect wages, hours and other terms and conditions of employment of represented employees. Use of said individuals shall be in accordance with State law and regulations.

C. Nothing contained within the Article is intended to, in any way, supersede or infringe upon the rights of the recognized employee organization as provided under State and Federal law, including, but not limited to, California State Government Code Sections 3500 through 3510, inclusive.

ARTICLE 5: NO DISCRIMINATION

There shall be no discrimination because of race, creed, color, national origin, sex, sexual preference or legitimate Union activities against any employee or application for employment by the City and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established for the employment position the applicant seeks. Nothing in this article shall in anyway change current case law regarding employer's liability for discrimination nor shall it remove any defense currently or in the future with regard to employment discrimination.

ARTICLE 6: SALARY

A. Rates of Pay: The City will provide salaries for all classifications as listed in Appendix A for the duration of this MOU. Based on merit, employees will be eligible for further step increases to be effective on the anniversary date of their employment with the City of Colfax. Once an employee reaches Step 5 of the new salary range, the employee will no longer be eligible to receive further merit step increases.

B. Call Back Pay/Standby Pay:

1. Call Back Pay: When an employee is called to return to duty after completion of their normal scheduled shift, they shall be compensated a minimum of two hours at the rate of time and one half their normal rate of pay. Any work performed beyond the initial two hours shall also be compensated at time and one half for actual hours worked. Should an emergency arise that requires a maintenance employee to be called out by either the City Manager or Community Services Director, the maintenance employee shall receive time and one half time from the time he leaves his house to the time he returns.

2. Standby Pay: Wastewater Treatment Plant Operators and Maintenance Workers will be required to be on standby outside of their normal working hours and will receive $2.50 for each hour of assigned standby time, as directed by the Community Services Director. Should a wastewater treatment plant or Maintenance Worker employee be called out, premium pay will be paid for those hours worked outside of normal eight-hour day.

C. Cost of Living Adjustments:

Cost of Living Adjustments will be provided to all bargaining unit members on July 1, 2016, 2017, 2018, and 2019, based on an average of the two CPIs of San Francisco-Oakland-San Jose Urban Wage Earners and Clerical Workers and United States City Average Urban Wage Earners and Clerical Workers, minimum 2%, maximum 4%. Averages will be based on April to March for the purposes of yearly City budgeting.

D. Wastewater Treatment Plant Operators:

Conditions: Upon successful completion, the City shall pay for all out of pocket costs related to obtaining a Grade 2 Wastewater Treatment Plant Operator's license, including paid time off for required classes and testing required during normal work hours.

E. Operator in Training Program. The parties agree to allow qualified employees to participate in the State's Operator in Training (OIT) program subject to the following conditions:

The City shall:

a. Pay for approved schooling, including course materials
b. Provide travel compensation to and from schooling and testing locations.
c. Pay for certification and test.
d. Allow adequate time working as an OIT to be qualified to become a Grade 1 wastewater treatment plant operator.

e. Pay employees regular salary for attending classes during their normal scheduled working hours. No over time will be paid for attending classes.

Employees participating in the OIT Program shall:

a. Study.
b. Submit requests for City approval of qualified courses.
c. Timely schedule and pass tests and qualify for certification.
d. Apply with regulatory agencies for needed extensions.
e. Keep management informed of progress.
f. Track qualified hours and report their hours accomplished and needed to the City.

F. Pay Differential for Acting Supervisor

1. When an employee is assigned to perform the significant duties of a supervisory position for relief necessitated by a temporary vacancy caused by the incumbent's absence of more than five (5) continuous working days, said employee shall receive 5% differential pay with the approval of the supervisor and/or the City Manager.

2. The 5% differential shall cease when the absent incumbent returns to duty.

G. Out of Class Pay: When an employee is assigned to do the work of a higher paid classification (excluding supervisory classifications), said employee will be paid 5% out of class pay for the entire pay period in which the out of class work is performed.

H. Promotion: When an employee is promoted to a position with a higher salary range than the class from which he/she was promoted, the employee shall be appointed to that step in the higher salary range which will result in a minimum of a 5% salary increase.

I. Certification Pay: Employees will receive an additional 5% above their base pay for approved job-related certifications above what is required in their job classification. Certification pay is capped at 10% for each employee. In order to receive certificate pay, the employee must have the certificate program approved by his/her supervisor and have received a satisfactory performance rating. Certifications for pay are approved at the sole determination of the City and are subject to the operational needs of the City for continuance. Operator pay will be paid for current Operators in Training for a total of three years while obtaining required hours. Extensions may be provided at the discretion of the City.

J. Extra Salary Adjustment for Outstanding Performance: The City Manager may adjust, at her/her discretion, the compensation of an employee by an additional 5% step based on the evaluation of the employee's performance that indicates the employee has substantially exceeded performance standards and the City Manager concludes that the

additional step is warranted. The City Manager shall advise the Council of any such outstanding performance salary adjustments.

J. Performance Pay at Top Step: Unit employees are eligible for an additional 3% performance pay after reaching the 5th step of the salary range, based on an overall rating of "Exceeds Expectation" checked on the current Performance Evaluation form.

ARTICLE 7: OVERTIME

A. Definition. Authorized time of non-exempt employees worked in excess of either (8) hours per day and forty (40) hours in one (1) week shall constitute overtime. Employees on paid status for vacation, CTO or holidays will not have such time count towards the 40-hour calculation.

B. Policy. It is the policy of the City of Colfax to keep overtime at a minimum consistent with the efficient operation of the City. Overtime must be authorized by the Department Head in advance and be in compliance with the overtime policy as set forth in the City's Personnel Rules and Regulations.

C. Overtime Pay. Overtime shall be paid at the rate of pay of time and one half. City may compensate for overtime by providing Compensatory Time Off (CTO) at the rate of time and one-half.

D. Compensatory Time Off. CTO time will be capped at 80 hours. All future accrued CTO time over the new 80-hour cap will be paid out as overtime pay. Existing accrued CTO banked hours will be "frozen" with no further hours accruing to that bank. Newly accrued hours will be accrued separately in the new bank subject to the 80-hour cap. An effort is to be made to reduce the frozen hours by scheduling time off with the employee's supervisor.

E. Employee Held Over After Conclusion Of Regular Work Shift: When an employee is held over after the conclusion of his/her regular work shift, the employee shall be paid at the rate of time and one-half (1 and ½) for hours worked in excess of his/her regular work shift. After 12 hours have elapsed from the start of the employee's work day, an employee who is held over shall be paid at the rate of double time (2) until the employee is released from work for an uninterrupted rest period of eight (8) hours.

F. Meal Reimbursement: If an employee is required to work four or more hours before or beyond his or her normal working day or on overtime for emergency purposes or for extended work periods of four or more hours in length on a day that is not the employee's regular work day, and the employee is not exercising flexible work hours, the employee shall be reimbursed for the actual cost of a meal not to exceed $18.00, tax and tip included. Reimbursement is contingent upon the employee providing receipts.

ARTICLE 8: HOSPITAL-MEDICAL-DENTAL-VISION-LIFE INSURANCE AND OTHER BENEFITS

A. After one month of permanent employment, all Union represented employees are entitled to participate in the Stationary Engineers, Local 39 Health and Welfare Trust Fund as set forth in Addendum A. Employer pays 100% of the premium for the bargaining unit employee and dependents through December 31, 2016 at the cost level set by the Trust Fund (currently $1,956 per month).

B. Effective January 1, 2017, the City will discontinue participation in and contributions to the Trust fund but the City will initiate a medical/vision/dental/life insurance program and provide the cost of benefits selected by existing Local 39 represented employees, up to the current $1,956 per month contribution amount for employees.

The City will offer and pay for full cost of dental, vision, and life insurance within the limits below.

C. Effective January 1, 2018, the City will contribute 100% of the first $800 and 95% of the cost over $800 for medical/vision/dental/life insurance benefit cost, to a maximum of city contribution of $1,898, with the represented employee paying 5% of the cost over $800 and any amount over City maximum contribution.

D. Effective January 1, 2019, the City will contribute 100% of the first $800 and 90% of the cost over $800 for medical/vision/dental/life insurance benefit cost, to a maximum of city contribution of $1,840, with the represented employee paying 10% of the cost over $800, and any amount over City maximum contribution.

E. Effective January 1, 2020, the City will contribute 100% of the first $800 and 80% of the cost over $800 for medical/vision/dental/life insurance benefit cost, to a maximum of city contribution of $1,725, with the represented employee paying 20% of the cost over $800, and any amount over City maximum contribution.

F. Union employees hired on or after January 1, 2017, will be subject to the shared costs set forth in the above tier schedule.

G. Employees having other medical benefits in place and providing evidence to the City of those benefits will receive an in-lieu taxable stipend (currently a minimum of $800 per month) as long as they maintain those benefits. City employees not represented by Local 39 shall not be in the Union medical plan.

H. The City will contribute 100% of the cost of dental, vision, and life insurance coverage for employee only for those who have opted out of medical coverage.

I. In the event of death prior to discharge for cause, the City shall pay to his/her estate all retirement, deferred compensation; lay off benefits and all accrued vacation, CTO and sick leave, at the employee's hourly rate of pay.

ARTICLE 9: RETIREMENT PROGRAM

A. Retirement Benefits:

1. Employees designated as "local miscellaneous members" by the City are currently provided retirement benefits under the Public Employees Retirement System's Local Miscellaneous 2% at age 60 Formula.

2. Employees are also provided retirement benefits under Social Security.

B. Retirement Contributions:

1. The City shall pay the employer contribution rate to the extent and limits required by the Public Employees' Retirement System and Social Security. The City shall pay, on behalf of the employee 2% of the employee's contribution to PERS. The employee will pay 5% of the 7% employee contribution rate. Effective January 1, 2017, the City will discontinue the 2% Employee portion of the PERS contribution to the "Classic" PERS employees, and will add an additional 2% to the salary schedule of the "Classic" PERS employees to replace the 2% previously paid for the employee portion.

2. The employee shall pay the full amount of the employee's contribution rate to Social Security.

A. PEPRA Retirement Contributions:

1. New Member Retirement Benefits: All employees hired after January 1, 2013 shall fall under the Public Employee Pension Reform Act, AB340, of the California State Code.

ARTICLE 10: HOLIDAYS

A. In accordance with Government Code and the City Personnel Rules and Regulations, the following holidays shall be observed by the City:

a) January 1st
b) The third Monday in January, (Martin Luther King Day)
c) One Floating Holiday instead of Lincoln's Birthday
d) The third Monday in February
e) The last Monday in May (Memorial Day)
f) July 4th
g) The first Monday in September (Labor Day)
h) The second Monday in October (Columbus Day)
i) November 11th (Veterans Day)

j) Thanksgiving Day
k) The Friday immediately following Thanksgiving Day
l) December 24th (Christmas Eve)
m) December 25th (Christmas Day)
n) Every day designated by the President or Governor for public fast, thanksgiving or holiday and approved by the City Council.

B. If any Holiday should fall on a normal day off, the Holiday will be observed on a normal workday either preceding or following the Holiday.

ARTICLE 11: SICK LEAVE

A. Use of Sick Leave - Sick leave may be taken for absences from duty made necessary by:

1. Personal illness, caused by factors over which the employee has no reasonable immediate control.
2. Injury not incurred in the line of duty except where traceable to employment other than the City.
3. Medical, dental or eye examination or treatment for which appointment cannot be made outside of working hours.
4. Death of a close relative.
5. Hospitalization of a close relative or any member of the employee's household.
6. Care of a close relative, or any member of the employee's household who is ill or injured, though not hospitalized.

A close relative is defined as a spouse, child, stepchild, parent, parent of a spouse, stepparent, brother, sister, grandparent and grandchild.

B Sick Leave Accumulation - Sick leave with pay shall be granted to all fulltime employees. An employee shall accumulate one (1) sick leave day per month from date of hire until terminated or on leave without pay.

C Holidays During Sick Leave - Holidays and regular days off occurring while an employee is on sick or special leave shall not be charged against such employee's sick leave credits.

D. Sick Leave Notification and Proof of Illness - In order to receive compensation while on sick leave, the employee shall notify his/her immediate superior, prior to or at the time set for beginning his/her daily duties or as may be specified by the department head, or the reasons for requiring such.

E. State Disability Insurance Integration: The City agrees to integrate SDI benefits with sick leave. The employee shall pay required premium costs which will be deducted from their paycheck and transmitted to the State by the City.

ARTICLE 12: LEAVE WITH PAY

The following provide for leave with pay:

A. Military Service: Military leave shall be granted in accordance with State and Federal law.

B. Jury Duty: All employees occupying authorized regular positions shall be allowed to leave for jury duty upon presentation of jury notice to the department head or City Manager. The employee shall receive full pay for the time served on the jury. Monies received from the courts by the employee for jury duty will be deposited with the City of Colfax, with the exception of mileage reimbursement.

B. Driver's License Renewal: The City agrees that employees who are required as a condition of continued employment to maintain a valid California driver's license shall be granted up to three (3) hours paid time off for the purpose of completing the required Department of Motor Vehicle written exams.

ARTICLE 13: VACATION

All regular employees occupying a position shown in the Annual Salary Program become eligible for vacation leave with pay as shown below:

A. Vacation Leave Accrual: Vacation leave with pay shall be credited to all employees at the following rates:

First two years of service	10 days per year
Beginning of year three through four	12 days per year
Beginning of year five through nine	15 days per year
Beginning of year ten through nineteen	20 days per year
Beginning of year twenty and on	25 days per year

B. Payment for Unused Vacation Time: When an employee terminates, fractional periods of vacation shall be calculated and credited to the employee's account. Compensation will be at the employee's hourly rate.

C. Vacation Leave Accumulation:

1. Vacation credits are earned and shall vest for the prior year upon the anniversary date of the employee's employment. Except as set forth below, vacation credits must be used during the next succeeding year. Accrued vacation credits may not be carried over from year to year without the prior approval of the City Council.

2. All eligible employees may take earned vacation after the completion of one (1) year of service not to exceed the total vested amount, upon two (2) weeks notice and approval as to the appropriate department head.

3. Vacation credits shall not be earned during periods an employee is on administrative leave pursuant to section 12.00, or sick leave in excess of the employee's accumulated sick leave allowance. The credits set forth in section 12.05, subsection (a), shall be adjusted on a per diem basis where an employee has been on leave not qualifying for vacation credits.

D. Sickness During Vacation Leave: Sickness occurring during vacation leave, upon doctor's certification, will be considered sick leave and not charged against vacation leave.

E. Vacation Leave Scheduling: Requests for vacation leave shall be submitted in advance by the employee in writing to the Department Head, who shall approve the time employees may take their vacation within five days from the date of the request.

ARTICLE 14: REST PERIODS

A. Lunch Periods: Employees are provided with an uninterrupted lunch period of one hour or one-half (1/2) hour for each eight (8) hours of work, or alternative work schedule.

B. Rest Periods: Employees are provided two paid fifteen (15) minute breaks, one during the first half of the shift and another during the second half of the shift. During breaks, employees are considered to be under the direction and supervision of the City. Rest periods will generally not be taken within one (1) hour of an employee's start or end time.

C. Rest breaks will normally be taken at the assigned worksite. Employees may, with the supervisor's permission, leave the area as necessary to take care of their personal needs. Employees may be required to use the closest reasonably accessible facility for that purpose.

ARTICLE 15: SCHEDULING

A. Normal work week for bargaining unit employees will be eight hours per day, 40 hours per week.

B. For those bargaining unit employees who work at the wastewater treatment plant as wastewater treatment plant operators, the City Manager has the ability, due to the critical nature of maintaining the wastewater treatment plant, to change the normal work week

schedule as follows: 10day/8hr. work schedule per pay period (hours in excess of a normal eight hour day will be calculated at overtime pay).

C. Temporary Change in Schedule: An employee whose regular work shift is temporarily changed so that his/her shift starts between the hours of 6:00 p.m. and 6:00 a.m. shall be paid an additional 5% differential unless such temporary change in schedule is the result of a mutually agreed upon flextime arrangement or the employee is working overtime.

D. Work Assignments: The City shall give a ten-day written notice to an employee prior to a permanent change of assignment.

E. Light Duty: As determined by the City, the City agrees to provide for light duty assignments.

ARTICLE 16: SENIORITY

The principals of City seniority shall apply in, but not limited to, the following: promotion, layoff, vacation request, shift and days off bidding, etc. Provided, however, that due to the small size of the City workforce, strict application of seniority rules may be relaxed with respect to represented employees on a case-by-case basis after conferring with Union, if City can demonstrate a specific need to vary from seniority basis.

ARTICLE 17: PROBATIONARY PERIOD

All new regular City employees will serve a six (6) month probationary period. During such probation an employee may be terminated for any reason and is not subject to the grievance procedure. Providing that during the initial six-month period written evaluations are done at the three-month and six-month intervals, the city may extend the probationary period as determined by the employee's supervisor two additional three (3)-month periods. If extended, an evaluation will be conducted at each three month interval to determine possible fulltime status. Probationary period will not exceed one year.

ARTICLE 18: PERFORMANCE EVALUATION REVIEW

A. Responsibility for Performance Appraisals:

1. It shall be the responsibility of the Department Heads and the Departmental Supervisors to prepare a performance appraisal for each employee assigned to them.

B. Frequency of Evaluations**:**

1. Regular Employees - A written performance appraisal shall be prepared at least annually for all employees within thirty days of their salary anniversary date.

2. Merit Increase - No merit increase approvals shall be implemented until the employee's performance appraisal is completed with a satisfactory or better rating justifying the merit increase. Employees who receive late evaluations that are satisfactory or above shall also receive retroactive pay back to their salary anniversary date.

C. Review and Distribution of Evaluation

1. Each performance appraisal shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement or which are unacceptable. Employees shall be encouraged to comment about their work performance in a written statement attached to the appraisal within ten (10) working days of the performance appraisal.

2. The employee will be encouraged to sign the performance appraisal to acknowledge awareness of its contents and discussion of the appraisal with the evaluator. The employee shall be informed that his or her signature does not necessarily mean that the employee fully agrees with the contents of the report and the employee may so state on the report before signing.

3. A copy of the final approved performance appraisal shall be provided to the employee. The original shall be placed in the employee's personnel file.

ARTICLE 19: FILLING PERMANENT VACANCIES

A. Whenever a vacancy occurs in a job assignment, the vacancy and duties of the position shall be posted for a period of ten (10) calendar days. Employees holding career status in the classification allocated to that position, and who are assigned to the particular operation in which the vacancy arises, may request to be reassigned to fill said vacancy. The City shall give first consideration to those employees making such requests before considering any other persons for the vacancy.

B. In the event more than one qualified employee requests to fill said vacancy, the assignment shall be based on classification seniority (or in the case of a tie, highest position on the eligible list) provided relative experience and capability in performing the required job functions and relative disruptive effect on the established work schedule are equal as determined by the City.

ARTICLE 20: LIMITED TERM EMPLOYEE (DEFINED)

A Limited Term assignment may be appointed by the City Manager for the purpose of filling the needs of the city for a period of not more than four (4) months and can only be extended by mutual agreement of the Union and the City.

ARTICLE 21: LAYOFF AND RE-EMPLOYMENT

A. Notice of Layoff: The City Manager shall give at least three (3) weeks advance written notice to regular employees to be laid off. Such notice shall also be furnished to the Union. Layoffs are subject to Meet and Confer.

B. Order to Layoff: Layoffs shall be by job classification in reverse order of seniority as determined by length of continuous service with the City in fulltime, non-probationary status. Layoffs and leaves of absence without pay shall be bridged in computing the employee's length of continuous service.

C. Bumping Rights: A regular employee who has achieved fulltime, non-probationary status at the time of layoff may displace the least senior employee in the lower classification provided, however, that the employee to be laid off has greater seniority than the least senior employee in the lower classification and further provided that the employee to be laid off held permanent status in that lower classification.

D. Re-employment: A regular employee who has achieved fulltime, non-probationary status at the time of layoff shall have the employee's name placed on a re-employment list which shall be maintained for twenty-four (24) months from the time of layoff.

E. Employees on the re-employment list shall be first called by seniority to fill openings in the classification from which the employees were laid off before other employees are hired to fill those openings. Employees bumped as a result of layoff shall be allowed to return to openings in the position from which they were bumped by seniority at the salary for the position to which the employee returns. Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible.

ARTICLE 22: UNIFORMS FURNISHED AND MAINTAINED

A. The City shall furnish and maintain public works department employee's uniform. Cleaning shall be on a weekly basis.

B. Employees assigned to maintenance, water or wastewater, and have been designated by the City Manager to wear safety boots may submit purchase receipts with their request

for payment in an amount not to exceed two hundred seventy five dollars ($275) annually. This stipend may also be used for the purchase of work jackets.

ARTICLE 23: HEALTH AND SAFETY

A. Safety equipment is supplied by the City of Colfax to its personnel. All employees shall possess and have immediately available for their use those items of safety equipment issued and which are described by City regulations. Furthermore, the City agrees to provide and maintain a safe and healthy work environment.

B. Inoculations: The City shall pay for all inoculations required by the State of California, or as required by the City.

ARTICLE 24: TUITION RIEMBURSEMENT AND TRANINGS

A. Tuition Reimbursement: The City shall reimburse employees up to $1500.00 per fiscal year for the expenses they have incurred for tuition and books in taking a City approved college or university level course. Only courses, which relate to the employee's current position with the City or would prepare the employee for advancement within the career field, will be considered as eligible for tuition reimbursement. Reimbursement shall not be made until the employee submits documentation of expenses and successful completion of the course with a grade of "B" or better. In order to be eligible, an employee must submit a plan by May 1st for the upcoming budget year. Late requests may be approved at the discretion of the Department Head.

B. Training Courses: Upon approval of the Department Head, employees may be authorized to attend job-related training programs during regular working hours. When the needs of the City services so require, the appointing authority may direct an employee to attend a meeting or conference as part of the professional training required for the position. When such attendance is authorized or directed, payment for training-related expenses shall be paid by the City in accordance with authorized travel expense reimbursement in Article 28 B, Mileage Reimbursement, and shall be distinct from the compensation paid for time worked.

ARTICLE 25: DISCIPLINARY ACTION

The following procedure shall be adhered to for non-emergency suspension, discharges and disciplinary actions of regular represented employees:

A. Disciplinary Procedure:

1. The concerned employee shall be given written notice of the proposed action within seven (7) calendar days from the date the appointing authority becomes

aware of an incident to take the appropriate disciplinary action. Such written notice shall include a statement of the reasons why the disciplinary action is being proposed and shall include a copy of the changes being considered by City management in addition to a statement of employee rights appropriate to the preliminary notice.

2. The employee shall be shown the documents or materials upon which the disciplinary action is based; and if practical, he or she shall be supplied with a copy of those documents.

3. After being given a reasonable opportunity to review the documents and materials set forth in paragraphs 1 and 2, above, the employee shall, within ten (10) days, be given the right to respond, either orally or in writing (at the option of the employee), to the authority initially imposing discipline.

4. No discipline shall be imposed, other than emergency suspensions prior to the conclusion of the grievance procedure; and discipline then imposed shall be effective after that time.

5. Prior discipline may be considered in determining the appropriate level of discipline in the administration and enforcement of City work rules, and is not subject to the written notice requirement in Article 20 (A) 1 Notice of Layoff.

B. Suspension: The Department Head, with prior approval of the City Manager, may suspend an employee without pay from his/her position at any time for cause, not to exceed three (3) working days in any one suspension or more than ten (10) working days in one fiscal year. Such suspensions shall be reported immediately to the City Manager. The City Manager may suspend an employee at any time for cause for a period not to exceed thirty (30) working days in any fiscal year.

C. Demotion: The City Manager may demote an employee whose ability to perform the required duties of his/her position fall below standard or for disciplinary purposes. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications.

D. Reduction in Salary: The appointing authority may, with prior City Manager approval, within the minimum and maximum salary range for the position, reduce or decrease the salary level of an employee whose ability to perform the required duties of his/her position falls below standard, or for disciplinary purposes.

E. Discharge: An employee in the career service may be discharged for cause at any time by the City Manager. Any employee who has been discharged shall receive a written statement of the reasons for such action at the time of discharge.

F. Cause for Discipline: Disciplinary action up to and including termination may be taken for any of the following:

1. unauthorized absence
2. the commission of conviction of any felony or any other crime involving moral turpitude
3. disorderly conduct
4. incompetence or inefficiency
5. insubordination
6. intoxication while on duty or on standby
7. neglect of duty
8. willful or negligent damage to public property or waste of public supplies or equipment
9. violation or negligent damage to public property or waste of public supplies or equipment
10. willful violation of any of the provisions of the Ordinances of the City, these rules or others promulgated by the City Manager as Administrative Orders.

G. Aggrieved Employee Representation: An aggrieved employee may be represented by any person or organization of his/her choice at any stage of the proceedings.

ARTICLE 26: GRIEVANCE PROCEDURE

Definition: A grievance shall be defined as any claimed violation, misinterpretation, inequitable application or non-compliance with provisions of a collective bargaining agreement, or resolutions, rules, regulation, or existing practices affecting the status or working conditions of City employees.

Right to File and Representation: A grievance may be filed by an employee on the employee's own behalf, or jointly by any group of employees or by an employee organization.

An aggrieved employee may be represented by any person or organization of the employee's choice at any stage of the proceedings. A representative of an organization certified to represent a majority of employees in the representation unit, in which the aggrieved employee is included, is entitled to be present at all meetings, conferences and hearings.

The City shall act as a central repository for all grievance records. Any time limit may be extended only by mutual agreement of the parties.

A. Informal Grievance Procedure: Within five (5) working days of the event giving rise to a grievance, the grievant shall present the grievance informally for the disposition by the immediate supervisor, or at any appropriate level of authority. Presentation of an informal grievance shall be prerequisite to the institution of a formal grievance.

B. Formal Grievance Procedure: If the grievant believes that the grievance has not been redressed through the informal grievance procedure within five (5) working days from the date grievant informally presented the event giving rise to a grievance to his/her

immediate supervisor, he/she may initiate a formal grievance within five (5) working days thereafter. A formal grievance can only be initiated by completing a memorandum and filing it with the Department Head.

Step 1 – Within ten (10) working days after a formal grievance is filed, the Department Head shall investigate the grievance and confer with the grievant in an attempt to resolve the grievance and make a decision in writing.

Step 2 – If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he/she may, within not more that five (5) working days from his/her receipt of the Department Head's decision, request consideration of the grievance by the City Manager by so notifying the City Manager. Within ten (10) working days after such notification, the City Manager shall investigate the grievance, confer with the person affected and their representatives to the extent he deems necessary, and render a decision in writing. The City Manager shall advise the grievant, in writing, of the decision. If the decision does not resolve the grievance to the satisfaction of the grievant, the grievant may proceed to Step 3.

Step 3 – Mediation. The California State Mediation and Conciliation Service shall mediate any grievances or disciplinary actions before going to Step 4

Step 4 – Binding Arbitration. If the City Manager or the designated representative fails to respond in writing as provided in Step 2, or if the response is not satisfactory to the grievant, the grievant shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the City Manager within ten (10) working days of receipt of the decision.

1. Selection of Arbitrator: A list of five (5) arbitrators shall be provided by the State Mediation and Conciliation Service. Selection of the arbitrator shall be made by the parties alternating striking names from the list until one remains.

2. Decision: In all cases other than termination from employment, the decision of the arbitrator shall be final and binding. The arbitrator's decision on termination shall be advisory to the City with the final decision made by the City Council. The arbitrator shall have no authority to add to, delete or alter any provisions of the Agreement, but shall limit his/her decision to the application and interpretation of its provisions.

3. Cost: The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties.

4. Witnesses: The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to the Agreement. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 27: PERSONNEL FILES

An employee or employee's representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file. The City shall furnish copies of all performance evaluation reports and letter of reprimand or warning to the employee prior to placement of such documents into the employee's personnel file. The employee shall be required to acknowledge the receipt of any document entered into the employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

ARTICLE 28: USE OF CITY VEHICLES / MILEAGE

A. Employees may drive City vehicles home at the discretion of the supervisor or City Manager.

B. Mileage Reimbursement: When authorized by the City for the employee to drive their private vehicle, the City will reimburse mileage at a rate equal to the standard rate recognized by the Internal Revenue Service.

ARTICLE 29: CATASTROPHIC LEAVE PROGRAM

A. Regular full-time employees may voluntarily donate vacation or CTO hours to another regular employee based on the following criteria:

1. To be eligible as a recipient, an employee must have a verifiable long-term illness or injury, e.g., cancer, heart attack, stroke, serious injury, etc., or death in the immediate family and must have exhausted all personal vacation, sick leave, and CTO, or will soon have exhausted such leave resulting in the employee being in a non-paid status.

2. Donations must be made to a specified individual only.

3. The person receiving the donated hours must have achieved regular status with the City.

4. Donated vacation or CTO hours must be in increments of one (1) hour. Hours donated will be converted at the donor's hourly rate and credited to the sick leave balance of the recipient by converting the dollar amount donated to the recipient's hourly rate.

   Example: Employee A is paid at ten dollars ($10) per hour and donates one hour to employee B who is paid at five dollars ($5) per hour. Employee B would be credited with two (2) hours of sick leave. Conversions for crediting will be rounded to the nearest one-half (1/2) hour increment.

5. Once donated, vacation or CTO hours cannot be reclaimed by the donor.

6. The maximum time that may be initially donated into an employee's account is one thousand and forty (1040) hours. Additional time may be donated if the initial donation is exhausted to a maximum of one thousand and forty (1040) hours. To be eligible to receive more than the aggregate total of two thousand and eighty (2080) hours, there must be a favorable prognosis for recovery and a predictable date of return to work.

7. In no event shall donated time have the effect of altering the rights of the City or the recipient relevant to employment, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.

B. The Union shall be responsible for securing donations to sick leave accounts. All donations must be done in writing and include the dated signature of the donor on a form mutually agreed upon by the City and the Union.

ARTICLE 30: <u>FULL UNDERSTANDING MODIFICATION WAIVER</u>

A. The parties jointly represent that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein.

B. Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this agreement with respect to any subject matter within the scope of the meeting and conferring for a proposed MOU between the parties to be effective on or after July 1, 2013.

ARTICLE 31: <u>SEVERABILTY OF PROVISIONS</u>

Should any provision of the MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidations of such provisions shall not invalidate the remaining portions thereof; and such remaining portions shall remain in full force and effect for the duration of the MOU.

ARTICLE 32: <u>PREVAILING RIGHTS</u>

All matters within the scope of meeting and conferring that have previously been adopted been adopted through rules, regulations, ordinances, or resolutions which are not specifically

superceded by this Memorandum of Understanding, shall remain in full force and effect through the term of this Agreement.

SIGNATORIES:

INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39:

DATED: _____

BY: _____
JERRY KALMAR, BUSINESS MANAGER

BY: _____
TONY DEMARCO, PRESIDENT

BY:_____
STEVE CROUCH, DIRECTOR OF PUBLIC EMPLOYEES

BY:_____
GARY WINEGAR, BUSINESS AGENT

BY:_____
BRETT ELLIS, SHOP STEWARD

CITY OF COLFAX:

DATED: _____

BY: _____
TOM PARNHAM, MAYOR

BY:_____
MARK MILLER, CITY MANAGER

Appendix A

City of Colfax - Salary Range Schedule FY2014
July 1, 2014-June 30, 2015

		Step 1	2	3	4	5	
Clerk Typist*	Monthly	2,184.00	2,293.20	2,405.87	2,527.20	2,655.47	
	Hourly	12.60	13.23	13.88	14.58	15.32	
	Annual	26,208.00	27,518.40	28,870.40	30,326.40	31,865.60	
Lead Mechanic*	Monthly	3,704.13	3,889.60	4,085.47	4,290.00	4,503.20	
	Hourly	21.37	22.44	23.57	24.75	25.98	
	Annual	44,449.60	46,675.20	49,025.60	51,480.00	54,038.40	
Maintenance Worker I*	Monthly	2,556.67	2,683.20	2,814.93	2,958.80	3,106.13	
	Hourly	14.75	15.48	16.24	17.07	17.92	
	Annual	30,680.00	32,198.40	33,779.20	35,505.60	37,273.60	
Maintenance Worker II*	Monthly	3,149.47	3,307.20	3,471.87	3,645.20	3,827.20	
	Hourly	18.17	19.08	20.03	21.03	22.08	
	Annual	37,793.60	39,686.40	41,662.40	43,742.40	45,926.40	
Operator in Training*	Monthly	2,889.47	3,033.33	3,185.87	3,343.60	3,511.73	
	Hourly	16.67	17.50	18.38	19.29	20.26	
	Annual	34,673.60	36,400.00	38,230.40	40,123.20	42,140.80	
Operator II*	Monthly	3,868.80	4,061.20	4,264.00	4,477.20	4,699.07	
	Hourly	22.32	23.43	24.60	25.83	27.11	
	Annual	46,425.60	48,734.40	51,168.00	53,726.40	56,388.80	
Operator III*	Monthly	4,368.00	4,588.13	4,816.93	5,056.13	5,310.93	
	Hourly	25.20	26.47	27.79	29.17	30.64	
	Annual	52,416.00	55,057.60	57,803.20	60,673.60	63,731.20	
Chief Plant Operator*	Monthly	4,586.40	4,816.93	5,057.87	5,309.20	~~5,576.13~~	6,691.36
	Hourly	26.46	27.79	29.18	30.63	~~32.17~~	38.60
	Annual	55,036.80	57,803.20	60,694.40	63,710.40	~~66,913.60~~	80,296.32
Accounting Assistant*	Monthly	2,965.73	3,114.80	3,270.80	3,433.73	3,605.33	
	Hourly	17.11	17.97	18.87	19.81	20.80	
	Annual	35,588.80	37,377.60	39,249.60	41,204.80	43,264.00	
Administrative Assistant/Community Development*	Monthly	3,655.60	3,837.60	4,030.00	4,231.07	4,442.53	
	Hourly	21.09	22.14	23.25	24.41	25.63	
	Annual	43,867.20	46,051.20	48,360.00	50,772.80	53,310.40	

* Represented Position

APPENDIX "B"

HEALTH AND WELFARE

The Employer agrees to contribute into the Stationary Engineers Local 39 Health and Welfare Trust Fund, at its respective office in San Francisco, California, or such other designated place of payment as the Trustees of said Trust Fund may determine, the below listed amounts, per month, for each eligible employee as defined by this Agreement, for the purpose of providing such employees and his/her dependents with group life insurance, hospitalization, prescription drugs, medical, vision, and dental benefits, as are now in effect, or as may hereafter be specified by the Trustees of said Trust Fund. The Employer further agrees to accept, assume and be bound by all of the obligations imposed upon individual employers by that certain Trust Agreement referred to for convenience as the "Stationary Engineers Local 39 Health and Welfare Trust Agreement," as said Trust Agreement may now exist or may hereafter be amended (a copy of which has been delivered to the Employer herein and receipt of which is expressly acknowledged) and further agrees to be bound by any amendments or modifications, changes or mergers with respect to said Trust Agreement made by the parties hereto. Effective December 1, 2015, the monthly contribution shall be the amount of One Thousand Nine Hundred Forty Dollars and Zero Cents ($1,940.00) plus a flat monthly contribution rate of Twenty-Five Dollars ($25.00) for life insurance.

The above contributions shall be made on or before the tenth (10th) day of each month, for each employee employed for a period of not less than eighty (80) hours during the preceding calendar month.

The undersigned further agrees that he or it does irrevocably designate and appoint the Employers mentioned in said Health and Welfare Trust as his or its attorneys-infact for the selection, removal and substitution of trustees as provided for in said Trust Agreements and as may be hereinafter provided by or pursuant to said Trust Agreements.

In the event that the Trustees of the Stationary Engineers Local 39 Health and Welfare Trust determine that the current contribution amount or the amount referred to in this Agreement is insufficient to provide the benefits then in effect, the Employer herein agrees to pay such further amount as may be necessary in the decision of the Trustees to maintain the then current level of benefits for the life of the Agreement as determined by the Board of Trustees.

In the event the individual Employer herein fails to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the individual Employer shall pay, in addition to the amounts due as contributions, such additional liquidated damages and/or attorney's fees as are set forth in the Trust Agreement to which the individual Employer is bound.

In the event of accident, or illness of any employee with ninety (90) days or more of employment, or in the event of a layoff of any employee with one hundred eighty (180) days or more of employment, the Employer will continue the monthly payments for the employee and his dependents for a period not to exceed three (3) months.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MARCH 23, 2016 COUNCIL MEETING

FROM: Mark Miller,City Manager

PREPARED By: John Brownlee, Building Official

DATE: March 10, 2016

SUBJECT: Building Department Year End Report for 2015

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

RECOMMENDED ACTION: Receive and file

ISSUE STATEMENT AND DISCUSSION:

In 2015, the Building Department issued only 75 building permits. This was a 33% decrease over the 112 issued in 2014. Of these permits, 59 were residential and 16 were for commercial buildings. The total valuation of the permits issued was $1,226,314.00. This value is a 98% increase over 2014 values. Of this amount, $434,000.00 was for the new Dollar General store.

The total revenue for permits and plan reviews was $33,999.08. This was an increase of 15% over 2014.
In addition to building permits, 14 sewer lateral inspection permits were issued. There was a 32% decrease in the issuance of these permits from the 44 issued in 2014.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MARCH 23, 2016 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Staff
DATE: March 17, 2016
SUBJECT: Proclaim April 2016 as Child Abuse Prevention Month

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

RECOMMENDED ACTION: Adopt Resolution 09-2016 Proclaiming April 2016 as "Child Abuse Prevention Awareness Month" in the City of Colfax.

BACKGROUND AND SUMMARY:

In 2014, Placer County investigated over 3,000 reports of child abuse and neglect. Of those reports 3% of the allegations – 105 in total – were from the City of Colfax.

The majority of child abuse cases stem from situations and conditions that are preventable. KidsFirst was established in 1989 as a private, non-profit organization with a mission to end child abuse and neglect. The organization envisions an environment where all children live in a safe, healthy, and nurturing home. They are dedicated to helping families by providing them with the tools needed to cope with difficult life circumstances before they become overwhelming. With counseling and family resource centers in Auburn and Roseville, their programs target the most vulnerable children, families, and neighborhoods. They strengthen families by educating, advocating and changing lives through programs which include Wellness, Information and Referral, and Education and Outreach.

The City can support the efforts of KidsFirst by proclaiming April 2016 as Child Abuse Prevention Awareness Month and urging all citizens to join KidsFirst and it engaged partners to support each family's efforts to keep themselves and their children safe, healthy and in a nurturing environment.

Other ways to support their efforts include wearing a blue ribbon on April 8th and displaying a pinwheel garden in April to serve as a positive reminder that as a community we can treat and prevent child abuse and neglect and keep children safe.

ATTACHMENTS:
Resolution 09-2016

City of Colfax
City Council

Resolution № 09-2016

DECLARING APRIL 2016 AS "CHILD ABUSE PREVENTION AWARENESS MONTH" IN THE CITY OF COLFAX

WHEREAS, In 2014, Placer County investigated 3,286 reports of child abuse and neglect, affecting an average of 2 children per household with 105 of those allegations (3% of allegations) from the City of Colfax; and

WHEREAS, All adults and caregivers have a responsibility, as neighbors, community members and citizens of the community to help create healthy, safe and nurturing environments for children and youth; and

WHEREAS, Safe and healthy childhoods help produce confident, successful and independent adults; and

WHEREAS, Child abuse and neglect often occurs when people find themselves in isolated or stressful situations, without community resources; and

WHEREAS, The majority of child abuse cases stem from situations and conditions that are preventable when communities are supportive, active and engaged; and

WHEREAS, Child abuse and neglect can be reduced by making sure every family has the support it needs and deserves to raise their children in a healthy environment; and

WHEREAS, Effective prevention programs succeed because of meaningful connections and partnerships created between agencies, schools, faith-based organizations, law enforcement agencies, and the business community; and Placer County's collaborative is among the most effective in the country; and

WHEREAS, For 27 years, KidsFirst, Counseling and Family Resource Centers, has functioned as a Child Abuse Prevention Council for Placer County, with two locations strategically located in Roseville and Auburn to serve Western/Southern Placer County;

NOW THEREFORE, BE IT PROCLAIMED by the City Council of the City of Colfax that April 2016 is Child Abuse Prevention Awareness Month, urging all citizens to join KidsFirst as they support each family's efforts to keep themselves and their children safe, healthy and in a nurturing environment.

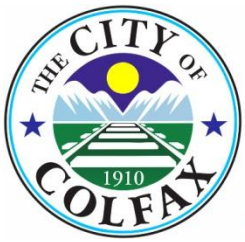
PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 23rd day of March, 2016 by the following vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MARCH 23, 2016 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Staff
DATE: March 17, 2016
SUBJECT: Continuing Medical Marijuana Ordinance City Council Discussion

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

RECOMMENDED ACTION: Review the general policy areas covering the Medical Marijuana Dispensaries section of a draft ordinance. Provide direction to staff in conjunction with the ordinance and the November 8, 2016 Election, at which time a Measure will be placed on the Ballot.

BACKGROUND AND SUMMARY:

Consistent with Council direction, staff is moving to prepare a comprehensive regulatory ordinance and fee schedule for the Council to consider. The intent is to have a measure that can be placed on the ballot for approval or disapproval by the City's residents at the November election. At tonight's meeting, staff is requesting preliminary direction from Council on the Marijuana Dispensaries section to include in a comprehensive ordinance. Delivery, Use and Revenue Control of Marijuana the in the City of Colfax will be consider at a following City Council meeting.

Attachments: Part 2 of Proposed Draft Ordinance - Dispensaries

CITY OF COLFAX

3/23/2016 Draft ORDINANCE No. 528
Part Two THE OPERATION OF MEDICAL MARIJUANA DISPENSARIES

AN ORDINANCE OF THE CITY OF COLFAX AMENDING COLFAX MUNICIPAL CODE CHAPTER 17.162 COVERING CULTIVATION, (USE, AND DELIVERY OF MARIJUANA to be considered next)AND THE OPERATION OF MEDICAL MARIJUANA DISPENSARIES IN THE CITY OF COLFAX

- ***Chapter 17.162 continued–Section for review:* MEDICAL MARIJUANA DISPENSARIES**

Section 17.162.090 Marijuana Dispensary -Permit Required to Operate.

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

Section 17.162.100 Imposition of Medical Marijuana a Dispensary Permit Fees. Every application for **Marijuana Dispensary** permit shall be accompanied by an application fee (in an amount established by resolution of the City Council) at an amount calculated to recover the City's full cost of reviewing and issuing the Marijuana Dispensary permit) and the filing of a complete required application pursuant to this Chapter. The application fee shall not include the standard City fees for fingerprinting, photographing, and background check costs and shall be in addition to any other business license fee or permit fee imposed by this Code or other governmental agencies.

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Section 17.162.110 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 Dispensary shall only be located in a visible store-front type ground-floor location which provides good public views of the Dispensary entrance, its windows, and the entrance to the Storefront Collective Dispensary premises from a public street.

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

Section 17.162.120 Marijuana Dispensary - Permit Application Requirements.

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

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

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

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

E. Filing Requirements -Proposed Operational Plan. In connection with a permit application, an Applicant for a Marijuana Dispensary permit shall provide a detailed "Operations Plan" for the proposed Dispensary and, upon issuance of the Marijuana Dispensary permit by the City, shall operate the Marijuana Dispensary in accordance with the Operations Plan, as approved, at all times. A required Operations Plan shall consist of at least the following:

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

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

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

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

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

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

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

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

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

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

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

1. The name, address, telephone number, title and function(s) of each Management Member;

2. For each Management Member, a fully legible copy of one

   (1) valid government issued form of photo identification, such as a state driver's license or identification card. Acceptable forms of government issued identification include, but are not limited to, driver's license or photo identity cards issued by the state Department of Motor Vehicles (or equivalent) that meet REAL ID benchmarks, a passport issued by the United States or by a foreign government, U.S. Military ID cards (active duty or retired military and their dependents) or a Permanent Resident card.

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

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

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

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

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

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

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

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

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

7. That the Dispensary's Operations Plan, its site plan, its floor plan, the proposed hours of operation, and a security plan have incorporated features necessary to assist in reducing potential crime-related problems and as specified in the operating requirements section. These features may include, but are not limited to, security onsite; procedure for allowing entry; openness to surveillance and control of the premises; the perimeter, and surrounding properties; reduction of opportunities,

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congregating and obstructing public ways and neighboring property; illumination of exterior areas; and limiting furnishings and features that encourage loitering and nuisance behavior.

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

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

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

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

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

C. Maintenance of Appropriate Collective Records Regarding Cultivation and Compliance

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

2. Financial Records. The Dispensary shall also maintain a written accounting record or ledger of all cash, receipts, credit card transactions, reimbursements,

(including any in-kind contributions), and any and all reasonable compensation for services provided by the Management Members or other members of the Marijuana Dispensary, as well as records of all operational expenditures and costs incurred by Marijuana Dispensary in

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accordance with generally accepted accounting practices and standards typically applicable to business records.

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

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

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A duly designated Placer County Sheriff or Community Development Department representative may enter and shall be allowed to inspect the premises of every Marijuana Dispensary as well as the financial and membership records of the Collective required by this Chapter between the hours of eight o'clock (8:00) A.M. and six o'clock (6:00) P.M., or at any appropriate time to ensure compliance and enforcement of the provisions of this Chapter, except that the inspection and copying of the private medical records of a Marijuana Dispensary shall be made available to the Placer County Sheriff only pursuant to a properly executed search warrant or inspection warrant by a court of competent jurisdiction, or a court order for the inspection of such records.

It shall be unlawful for any property owner, landlord, lessee, Medical Marijuana Dispensary member or Management Member or any other person having any responsibility over the operation of the Marijuana Dispensary to refuse to allow, impede, obstruct or interfere with an inspection of the Marijuana Dispensary or the required records thereof.

(…REMAINING SECTIONS OF MARIJUANA ORDINANCE to be considered at next Council Meeting)

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