REGULAR CITY COUNCIL MEETING
MEETING AGENDA
WEDNESDAY, SEPTEMBER 28, 2016

Closed Session Meeting – 6:00 PM
Regular Meeting - 6:30 PM

City Hall – Beryl P. Robinson, Jr. Conference Room
317 Broad Street, Nevada City, CA 95959

MISSION STATEMENT
The City of Nevada City is dedicated to preserving and enhancing its small town character and historical architecture while providing quality public services for our current and future residents, businesses and visitors.

Evans Phelps, Mayor

Reinette Senum, Council Member | **Duane Strawser, Vice Mayor**
David Parker, Council Member | **Valerie Moberg, Council Member**

The City Council welcomes you to its meetings which are scheduled at 6:30 PM on the 2nd and 4th Wednesdays of each month. Your interest is encouraged and appreciated. This meeting is recorded on DVD and is televised on local public television Channel 17. Other special accommodations may be requested to the City Clerk 72 hours in advance of the meeting. Please turn off all cell phones or similar devices. Action may be taken on any agenda item. Agenda notices are available at City Hall. Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Hall at 317 Broad Street, Nevada City, CA during normal business hours.

ANY MEMBER OF THE PUBLIC DESIRING TO ADDRESS THE COUNCIL ON ANY ITEM ON THIS AGENDA: After receiving recognition from the Mayor, give your name and address, and then your comments or questions. Please direct your remarks to the Councilmembers. In order that all interested parties have an opportunity to speak, please limit your comments to the specific item under discussion. All citizens will be afforded an opportunity to speak, consistent with their Constitutional rights. Time limits shall be at the Mayor's discretion. **IF YOU CHALLENGE** the Council's decision on any matter in court, you will be limited to raising only those issues you or someone else raised at the meeting or Public Hearing described on this agenda, or in written correspondence delivered to the City Council at, or prior to, the meeting or Public Hearing.

CLOSED SESSION MEETING – 6:00 PM

Pursuant to Government Code Section 54956.9(d)(2) the City Attorney is requesting a closed session regarding significant exposure to litigation in one potential case.

REGULAR MEETING – 6:30 PM - Call to Order

Roll Call: Moberg, Parker, Senum, Vice Mayor Strawser, & Mayor Phelps

PLEDGE OF ALLEGIANCE

PROCLAMATION:

PRESENTATION:

BUSINESS FROM THE FLOOR

1. **PUBLIC COMMENT**

   Under Government Code Section 54954.3, members of the public are entitled to address the City Council concerning any item within the Nevada City Council's subject matter jurisdiction. Comments on items NOT ON THE AGENDA are welcome at this time. Normally, public comments are limited to no more than three minutes each. **Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda.**

2. **COUNCIL MEMBERS REQUESTED ITEMS AND COMMITTEE REPORTS:**

3. **CONSENT ITEMS:**

All matters listed under the Consent Calendar are to be considered routine by the City Council and will be enacted by one motion in the form listed. There will be no separate discussion of these items unless, before the City Council votes on the motion to adopt, members of the Council, City staff or the public request specific items to be removed from the Consent Calendar for separate discussion and action.

A. **Subject:** Fire Activity Report – August 2016
Recommendation: Receive and file.

B. **Subject:** Award Contract to Dokken Engineering for Phases 2 and 3 Bridge Design, for Nevada Street Bridge Over Deer Creek
Recommendation: Pass Resolution 2016-XX to Award a Contract for a Fixed Price, Not to Exceed Amount of $184,280.44 for Professional Engineering Services, Phases 2 and 3 Bridge Design, for Nevada Street Bridge over Deer Creek based on hourly labor, and other rates set forth in CONSULTANT's Cost Proposal, to Dokken Engineering of Folsom, CA and Authorize Mayor to sign.

C. **Subject:** Agreement with Stantec Consulting Services, Inc. for Wastewater Treatment Plant NPDES Permit Renewal Application Assistance
Recommendation: Pass a Motion authorizing Mayor to sign professional services agreement with Stantec Consulting Services, Inc. in an amount not to exceed $24,400 to assist with preparation of the City's National Pollution Discharge Elimination System (NPDES) Permit renewal application.

4. **APPROVAL OF ACTION MINUTES:**

   A. City Council Meeting – September 14, 2016

5. **DEPARTMENT REQUESTED ACTION ITEMS AND UPDATE REPORTS:**

6. **PUBLIC HEARINGS:**

   A. **Subject:** Public Hearing of Appeal of Planning Commission Decision to Deny the Architectural Review Application of Charlotte Dewar to Construct a Front Entry Façade on the Accessory Building located at 254 Boulder Street

Recommendation: After holding a public hearing, Council shall make a decision whether to uphold, overturn, or modify the Planning Commission decision to deny the Architectural Review Application.

7. OLD BUSINESS:

8. NEW BUSINESS:

A. Subject: Options for Permitting a Medical Marijuana Dispensary to Locate and Operate within the City; Conduct Research and Develop Regulatory Options Related to Other Business Operations Permitted by the California Medical Cannabis Regulation and Safety Act
Recommendation: Refer a draft ordinance to the Planning Commission for their review and recommendation; direct Staff to research and develop ordinance options and recommendations related to other business operations permitted by California's Medical Cannabis Regulation and Safety Act.

9. CORRESPONDENCE:

10. ANNOUNCEMENTS:

11. CITY MANAGER'S REPORT:

12. ADJOURNMENT

Certification of Posting of Agenda
I, Mark Prestwich, City Manager for the City of Nevada City, declare that the foregoing agenda for the September 28, 2016 Regular Meeting of the Nevada City City Council was posted September 23, 2016 at the office of the City of Nevada City (City Hall). The agenda is also posted on the City's website www.nevadacityca.gov.

Signed September 23, 2016 at Nevada City, California

_____, Mark Prestwich, City Manager

CITY OF NEVADA CITY
City Council
Long Range Calendar

October 12, 2016	Regular Council Meeting
October 26, 2016	Regular Council Meeting
November 9, 2016	Regular Council Meeting
November 30, 2016	Regular Council Meeting (Note Changed Date)
December 14, 2016	Regular Council Meeting
December 28, 2016	Meeting Canceled

NOTE: This list is for planning purposes; items may shift depending on timing and capacity of a meeting.

NOTICE: *As presiding officer, the Mayor has the authority to preserve order at all City Council meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Council and to enforce the rules of the Council.*

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959

September 28, 2016
www.nevadacityca.gov

TITLE: Fire Activity Report – August 2016

RECOMMENDATION: Receive and file.

CONTACT: Sam Goodspeed, Fire Chief SG

BACKGROUND / DISCUSSION: The attached Fire Activity Report reviews the monthly responses including incident type, location and participation for Nevada City Fire Station 54.

ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: Not applicable.

ATTACHMENTS:

- ✓ Station 54 Incident Responses
- ✓ Nevada City Incident Responses
- ✓ Station 54 Incident Type Summary
- ✓ Year to Date Incident Participation

Station 54 Incident Responses

Alarm Date Between {08/01/2016} And {08/31/2016}

Alm Date	Alm Time	Location	Incident Type
08/01/2016	19:43:00	North Bloomfield RD & Laz	324 Motor Vehicle Accident with
08/02/2016	02:52:00	State Highway 20 @ The Om	141 Forest, woods or wildland fi
08/02/2016	03:40:00	425 Nimrod ST /A/Nevada C	321 EMS call, excluding vehicle
08/02/2016	09:47:00	511 Silva AVE /Nevada Cit	311 Medical assist, assist EMS c
08/02/2016	22:36:00	Pioneer Park 500' upstrea	141 Forest, woods or wildland fi
08/03/2016	01:09:00	14230 Idaho Maryland RD /	141 Forest, woods or wildland fi
08/03/2016	08:25:57	111 Nevada City HWY /Neva	311 Medical assist, assist EMS c
08/03/2016	10:25:00	12191 Boreham Mine RD /Gr	553 Public service
08/03/2016	12:00:00	100 ARGALL WAY /Nevada Ci	321 EMS call, excluding vehicle
08/03/2016	15:47:00	South Fork Yuba River & N	350 Extrication, rescue, Other
08/03/2016	19:51:00	515 Glenwood AVE /Grass V	111 Building fire
08/04/2016	20:07:00	18210 Nubian WAY /Nevada	700 False alarm or false call, O
08/04/2016	21:17:00	9 Kidder CT /Nevada City,	311 Medical assist, assist EMS c
08/05/2016	07:11:00	Across from 210 Sutton Wy	561 Unauthorized burning
08/05/2016	10:39:00	821 Zion ST /B10/Nevada C	321 EMS call, excluding vehicle
08/05/2016	11:38:00	In front of White Cloud R	320 Emergency medical service, o
08/05/2016	15:10:00	10879 Pear Orchard WAY /G	554 Assist invalid
08/06/2016	02:19:00	400 RAILROAD AVE /Nevada	554 Assist invalid
08/06/2016	14:32:00	5 miles upstream, river r	381 Rescue or EMS standby
08/06/2016	20:37:00	6 miles north of Nevada C	411 Gasoline or other flammable
08/07/2016	14:02:00	606 Gold Flat RD /Nevada	311 Medical assist, assist EMS c
08/07/2016	19:28:00	White Cloud Campground on	311 Medical assist, assist EMS c
08/08/2016	07:49:00	10743 Ridge RD /Nevada Ci	321 EMS call, excluding vehicle
08/08/2016	11:55:00	Brunswick RD & Loma Rica	141 Forest, woods or wildland fi
08/08/2016	13:08:00	10743 Ridge RD /Nevada Ci	554 Assist invalid
08/08/2016	14:26:00	301 Nimrod ST /Nevada Cit	323 Motor vehicle/pedestrian acc
08/08/2016	19:15:00	Hoyts Crossing @ South Yu	381 Rescue or EMS standby
08/08/2016	21:48:00	841 Old Tunnel RD /30/Gra	554 Assist invalid
08/10/2016	10:21:42	222 Elysian PL /Grass Val	321 EMS call, excluding vehicle
08/10/2016	16:28:00	821 Zion ST /B5/Nevada Ci	321 EMS call, excluding vehicle
08/10/2016	18:06:00	11321 Northview DR /Nevad	311 Medical assist, assist EMS c
08/11/2016	00:47:37	400 RAILROAD AVE /11/Neva	554 Assist invalid
08/11/2016	04:34:00	State Hwy 49 HWY & Old Do	463 Vehicle accident, general cl
08/11/2016	12:28:00	1005 Sutton WAY /Grass Va	311 Medical assist, assist EMS c
08/11/2016	15:08:00	461 Brighton ST /Grass Va	611 Dispatched & cancelled en ro
08/11/2016	19:12:00	16749 Oak Hollow CIR /Nev	311 Medical assist, assist EMS c
08/12/2016	11:08:00	280 Sierra College DR /12	311 Medical assist, assist EMS c
08/12/2016	16:57:00	10879 Pear Orchard WAY /N	321 EMS call, excluding vehicle
08/13/2016	13:30:00	13850 Sommer PL /Nevada C	554 Assist invalid
08/13/2016	17:34:00	16367 Pine Knoll CT /Gras	111 Building fire
08/13/2016	19:39:00	North Bloomfield RD & Hon	324 Motor Vehicle Accident with
08/14/2016	01:48:00	15153 Abbey CT /Nevada Ci	311 Medical assist, assist EMS c
08/14/2016	08:46:00	841 Old Tunnel RD /56/Gra	311 Medical assist, assist EMS c
08/14/2016	12:19:00	316 Olympia Park CIR /Gra	710 Malicious, mischievous false
08/15/2016	09:39:00	1005 Sutton WAY /Grass Va	411 Gasoline or other flammable
08/15/2016	09:46:23	In the roadway in front o	322 Motor vehicle accident with
08/15/2016	13:11:00	State Highway 20 HWY & Ur	322 Motor vehicle accident with
08/15/2016	13:38:20	625 Eskaton CIR /101/Gras	554 Assist invalid
08/16/2016	15:10:00	Idaho Maryland Road /Rail	463 Vehicle accident, general cl

Station 54 Incident Responses

Alarm Date Between {08/01/2016} And {08/31/2016}

Alm Date	Alm Time	Location	Incident Type
08/16/2016	15:24:28	592 Douglas AVE /Nevada C	311 Medical assist, assist EMS c
08/16/2016	17:30:00	13745 Empress RD /Penn Va	142 Brush or brush-and-grass mix
08/19/2016	14:12:00	13317 Evergreen DR /Grass	442 Overheated motor
08/19/2016	15:20:00	10909 Berggren LANE /Neva	311 Medical assist, assist EMS c
08/19/2016	15:42:00	13643 Wildwood Heights /P	611 Dispatched & cancelled en ro
08/19/2016	16:15:00	13082 John Bauer AVE /Gra	744 Detector activation, no fire
08/19/2016	18:43:00	Gaston Grade Road & 6 Mil	350 Extrication, rescue, Other
08/20/2016	09:24:00	208 Sutton WAY /Grass Val	743 Smoke detector activation, n
08/20/2016	16:35:00	Bennett RD & State Highwa	141 Forest, woods or wildland fi
08/20/2016	20:12:00	185 King Hiram DR /202/Ne	311 Medical assist, assist EMS c
08/20/2016	20:35:00	220 CHURCH ST /Nevada Cit	412 Gas leak (natural gas or LPG
08/21/2016	15:35:29	Hwy 20 & Brunswick RD /Gr	143 Grass fire
08/21/2016	16:13:00	South Yuba Parking Area a	321 EMS call, excluding vehicle
08/21/2016	18:21:05	11498 Banner Lava Cap RD	311 Medical assist, assist EMS c
08/22/2016	07:08:48	12952 Anvil RD /Grass Val	554 Assist invalid
08/22/2016	13:52:42	Little Deer Creek Trail b	141 Forest, woods or wildland fi
08/22/2016	15:18:31	12952 Anvil RD /Grass Val	611 Dispatched & cancelled en ro
08/22/2016	15:39:09	15496 Ridge Estates RD /N	320 Emergency medical service, o
08/22/2016	16:28:31	625 Eskaton CIR /Grass Va	311 Medical assist, assist EMS c
08/22/2016	20:03:27	1262 Sutton WAY /Grass Va	311 Medical assist, assist EMS c
08/22/2016	21:39:29	316 Olympia Park CIR /219	321 EMS call, excluding vehicle
08/22/2016	22:09:57	841 Old Tunnel RD /30/Gra	554 Assist invalid
08/23/2016	13:27:00	625 Eskaton CIR /360/Gras	311 Medical assist, assist EMS c
08/23/2016	15:43:00	324 Gethsemane ST /Nevada	311 Medical assist, assist EMS c
08/23/2016	19:09:00	908 Pampas DR /In the Poo	311 Medical assist, assist EMS c
08/24/2016	14:07:00	685 Searls AVE /Nevada Ci	160 Special outside fire, Other
08/24/2016	15:30:00	775 Old Tunnel RD /314/Gr	311 Medical assist, assist EMS c
08/25/2016	15:31:00	400 Railroad AVE /11/Neva	311 Medical assist, assist EMS c
08/25/2016	15:50:00	13955 Greenhorn RD /Grass	311 Medical assist, assist EMS c
08/25/2016	17:03:00	19728 Dylan CT /Nevada Ci	141 Forest, woods or wildland fi
08/26/2016	06:13:27	In the Woods bewteen Sier	141 Forest, woods or wildland fi
08/26/2016	11:39:00	800 Lindley AVE /Nevada C	321 EMS call, excluding vehicle
08/27/2016	00:03:00	15831 Banner Quaker Hill	111 Building fire
08/27/2016	12:49:44	979 Gold Flat RD /Nevada	321 EMS call, excluding vehicle
08/27/2016	13:17:17	12613 Gayle LANE /Nevada	140 Natural vegetation fire, Oth
08/27/2016	18:53:02	123 Argall WAY /Nevada Ci	622 No Incident found on arrival
08/27/2016	22:00:57	979 Gold Flat RD /Nevada	311 Medical assist, assist EMS c
08/28/2016	10:58:00	Ridge RD /Grass Valley, C	412 Gas leak (natural gas or LPG
08/28/2016	12:09:07	979 Gold Flat RD /Nevada	554 Assist invalid
08/28/2016	12:52:00	11055 Stanely /Grass Vall	100 Fire, Other
08/29/2016	08:47:00	Whispering Pines LANE & B	652 Steam, vapor, fog or dust th
08/29/2016	09:34:00	244 Dorsey DR /48/Grass V	311 Medical assist, assist EMS c
08/29/2016	10:54:00	11465 Via Vista /Nevada C	735 Alarm system sounded due to
08/29/2016	15:55:00	21124 Running Horse RD /N	311 Medical assist, assist EMS c
08/30/2016	07:39:00	South Yuba River at Indep	350 Extrication, rescue, Other
08/31/2016	09:13:00	State Highway 49 HWY & In	622 No Incident found on arrival
08/31/2016	12:17:00	Nevada City HWY & Gates P	611 Dispatched & cancelled en ro
08/31/2016	20:51:00	223 Bridge ST /Nevada Cit	100 Fire, Other

Total Incident Count 97

NCC Fire

Nevada City Incident List

Alarm Date Between {08/01/2016} And {08/31/2016}

Alm Date	Alm Time	Location	Incident Type
08/01/2016	12:59:00	950 Maidu AVE /Nevada City,	622 No Incident found on arrival at
08/02/2016	03:40:00	425 Nimrod ST /A/Nevada City,	321 EMS call, excluding vehicle
08/02/2016	09:47:00	511 Silva AVE /Nevada City,	311 Medical assist, assist EMS crew
08/02/2016	20:45:00	Broad ST & Union ALY /Nevada	311 Medical assist, assist EMS crew
08/03/2016	08:25:57	111 Nevada City HWY /Nevada	311 Medical assist, assist EMS crew
08/03/2016	12:00:00	100 ARGALL WAY /Nevada City,	321 EMS call, excluding vehicle
08/03/2016	12:04:00	805 LINDLEY AVE /Nevada City,	700 False alarm or false call, Other
08/04/2016	20:02:00	Pioneer Park in Nevada City	311 Medical assist, assist EMS crew
08/04/2016	21:17:00	9 Kidder CT /Nevada City, CA	311 Medical assist, assist EMS crew
08/05/2016	10:39:00	821 Zion ST /B10/Nevada City,	321 EMS call, excluding vehicle
08/06/2016	02:19:00	400 RAILROAD AVE /Nevada	554 Assist invalid
08/07/2016	14:02:00	606 Gold Flat RD /Nevada	311 Medical assist, assist EMS crew
08/08/2016	12:03:00	412 Commercial ST /Nevada	311 Medical assist, assist EMS crew
08/08/2016	13:47:00	696 Nevada ST /Nevada City,	311 Medical assist, assist EMS crew
08/08/2016	14:26:00	301 Nimrod ST /Nevada City,	323 Motor vehicle/pedestrian
08/10/2016	14:54:00	211 Broad ST /Nevada City, CA	321 EMS call, excluding vehicle
08/10/2016	16:28:00	821 Zion ST /B5/Nevada City,	321 EMS call, excluding vehicle
08/11/2016	00:47:37	400 RAILROAD AVE /11/Nevada	554 Assist invalid
08/11/2016	21:03:00	325 Spring Street /Nevada	321 EMS call, excluding vehicle
08/13/2016	19:15:00	925 Maidu LANE /Nevada City,	321 EMS call, excluding vehicle
08/14/2016	01:48:00	315 Broad Street /Nevada	551 Assist police or other
08/15/2016	13:11:00	State Highway 20 HWY & Uren	322 Motor vehicle accident with
08/18/2016	15:56:00	315 Broad Street /Nevada	311 Medical assist, assist EMS crew
08/20/2016	20:12:00	185 King Hiram DR /202/Nevada	311 Medical assist, assist EMS crew
08/20/2016	20:35:00	220 CHURCH ST /Nevada City,	412 Gas leak (natural gas or LPG)
08/20/2016	22:18:00	Broad Street & Union Alley	240 Explosion (no fire), Other
08/21/2016	14:08:00	237 COMMERCIAL ST /Nevada	321 EMS call, excluding vehicle
08/21/2016	21:31:00	227 BROAD ST /101/Nevada	321 EMS call, excluding vehicle
08/22/2016	13:52:42	Little Deer Creek Trail	141 Forest, woods or wildland fire
08/22/2016	14:07:00	112 Orchard ST /Nevada City,	311 Medical assist, assist EMS crew
08/23/2016	15:43:00	324 Gethsemane ST /Nevada	311 Medical assist, assist EMS crew
08/24/2016	09:31:00	Pioneer park at the horseshoe	551 Assist police or other
08/24/2016	14:07:00	685 Searls AVE /Nevada City,	160 Special outside fire, Other
08/25/2016	15:31:00	400 Railroad AVE /11/Nevada	311 Medical assist, assist EMS crew
08/25/2016	18:34:00	821 Zion ST /Nevada City, CA	311 Medical assist, assist EMS crew
08/26/2016	11:39:00	800 Lindley AVE /Nevada City,	321 EMS call, excluding vehicle
08/26/2016	17:10:00	548 E Broad ST /Nevada City,	311 Medical assist, assist EMS crew
08/26/2016	20:05:00	925 MAIDU AVE /Nevada City,	311 Medical assist, assist EMS crew
08/27/2016	12:49:44	979 Gold Flat RD /Nevada	321 EMS call, excluding vehicle
08/27/2016	18:53:02	123 Argall WAY /Nevada City,	622 No Incident found on arrival at
08/27/2016	22:00:57	979 Gold Flat RD /Nevada	311 Medical assist, assist EMS crew
08/28/2016	12:09:07	979 Gold Flat RD /Nevada	554 Assist invalid
08/28/2016	20:06:00	995 Helling WAY /Grass	611 Dispatched & cancelled en route
08/29/2016	22:57:00	Pioneer Park off Park	551 Assist police or other
08/31/2016	13:15:00	412 S Pine ST /Nevada City,	320 Emergency medical service, other

NCC Fire

Nevada City Incident List

Alarm Date Between {08/01/2016} And {08/31/2016}

Alm Date	Alm Time	Location	Incident Type
08/31/2016	20:51:00	223 Bridge ST /Nevada City,	100 Fire, Other

Total Incident Count **46**

Station 54 Incident Type Summary

Alarm Date Between {08/01/2016} And {08/31/2016}

District	False	Fire	Good	Hazard	Overpressu	Rescue	Service	Special
01	0	0	1	0	0	0	0	0
02	2	3	2	3	0	9	2	0
54	2	4	1	1	0	12	7	0
84	1	3	1	2	0	10	1	0
86	0	1	0	0	0	1	0	0
87	0	1	0	0	0	0	0	0
NCCFD	0	0	0	0	0	4	0	0
NEV	0	3	1	1	0	13	2	0
PNV	0	1	1	0	0	0	0	0
TNF	0	1	0	0	0	0	0	0
	5	17	7	7	0	49	12	0

NCC Fire

NEV Year-to-date Incident Participation

Activity Date Between {07/01/2016} And {08/31/2016}

Staff Id/Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Percent
NEV-03 Cartzdafner, Kevin L	0	0	0	0	0	0	18	18	0	0	0	0	36	19.88
NEV-65 Chau, Michael	0	0	0	0	0	0	31	11	0	0	0	0	42	23.20
NEV-I013 Fonseca, Daniel	0	0	0	0	0	0	30	37	0	0	0	0	67	37.01
NEV-I011 Giranis, Steve	0	0	0	0	0	0	13	7	0	0	0	0	20	11.04
NEV-09 Goodspeed, Samuel J	0	0	0	0	0	0	14	30	0	0	0	0	44	24.30
NEV-40 Nunnink, Collin	0	0	0	0	0	0	25	48	0	0	0	0	73	40.33
NEV-15 Paulus, Daniel H	0	0	0	0	0	0	36	45	0	0	0	0	81	44.75
NEV-59 Radican, Robert	0	0	0	0	0	0	17	38	0	0	0	0	55	30.38
NEV-I014 Sewell, Derek	0	0	0	0	0	0	22	26	0	0	0	0	48	26.51

Total Runs by Month

Jan	0	**Feb**	0	**Mar**	0	**Apr**	0	**May**	0	**Jun**	0
Jul	79	**Aug**	102	**Sep**	0	**Oct**	0	**Nov**	0	**Dec**	0

Grand Total Runs: 181

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

September 28, 2016

TITLE: Award Contract for Professional Engineering Services, Phases 2 and 3 Bridge Design, for Nevada Street Bridge over Deer Creek

RECOMMENDATION: Pass Resolution 2016-XX to Award a Contract for a Fixed Price, Not to Exceed Amount of $184,280.44 for Professional Engineering Services, Phases 2 and 3 Bridge Design, for Nevada Street Bridge over Deer Creek based on hourly labor, and other rates set forth in CONSULTANT's Cost Proposal, to Dokken Engineering of Folsom, CA and Authorize Mayor to sign.

CONTACT: Bryan K. McAlister, City Engineer

BACKGROUND/DISCUSSION: The City is proposing to replace the existing bridge on Nevada Street over Deer Creek. The project is located at the south end of Nevada Street, near Broad Street in Nevada City, CA. The bridge has been programmed for replacement as a result of routine bridge inspections conducted by Caltrans which identified numerous deficiencies. Furthermore, the Federal Highway Administration (FHWA) conducted a National Bridge Inspection and identified that the bridge has unknown foundations and is considered scour critical. The proposed project site includes bridge approaches, and approximately 300 linear feet of Nevada Street, and portions of adjacent privately owned and publicly owned parcels.

The existing Bridge is an approximately 34-ft wide, 61-ft long, two-span steel girder bridge constructed in 1938. The bridge was evaluated by Caltrans as functionally obsolete in the most recent Bridge Inspection Report dated September, 2014. The existing bridge has two lanes with sidewalk on both sides. The bridge is located within Nevada City Downtown Historic District which is listed on the National Register of Historic Places. A bridge was originally constructed at this location in the 1860's and later reconstructed in 1938. The City plans to reconstruct the bridge using natural rock walls (and/or rock facing) and aesthetic railings to closely match the original 1860's bridge but with structural elements that meet current bridge standards. The proposed bridge will be an approximately 42-ft wide, 68-ft span with 30-degree skew angle. The proposed skew will be used to improve roadway approaches.

The project will require utility relocations of sewer, water, electric and telephone. Undergrounding will be utilized for all existing overhead lines. Street improvements will be necessary at both approaches and will include grading, paving, drainage, sidewalk and parking lot striping.

Project objectives include replacing the existing bridge to meet regional flood control objectives, improve roadway safety and structural load capacity, and provide a bridge and roadway facility that meets current design standards. The City has completed topographic survey and preliminary layouts for the bridge and approach roadway. The City expects to complete environmental permitting and design in 2016/2017 and construct the bridge in 2017/2018.

City staff procured proposals for Professional Engineering Services to prepare and provide the City with all required studies, plans and specifications for Bridge Replacement in accordance with the Highway Bridge Program and Caltrans standards and requirements for Federal and State funded projects. Dokken Engineering was selected as the most qualified consultant capable of performing the tasks required based on the evaluation criteria set forth in the RFP.
Bridge Design will be completed in three (3) phases:

- Phase 1 includes survey & base mapping, hydrology/hydraulic studies, geotechnical investigation, preliminary design and public outreach.
- Phase 2 includes final design, permitting, project management and bidding.
- Phase 3 includes construction support services.

City Council formally awarded the contract work to Dokken Engineering for Phase 1 Bridge Design on the 8th day of June, 2016. Additional funds were procured by the City in August 2016 through the Federal Highway Bridge Program for Phases 2 and 3. It is staff's recommendation that Phase 2 and 3 be awarded so that the consultant can proceed with final design. A public workshop for the project is expected to be scheduled in mid-November.

FISCAL CONSIDERATIONS: The project will be funded by Federal Highway Bridge funds with an 11.4% match from Measure S funds.

ATTACHMENTS:

- ✓ Resolution 2016-XX
- ✓ Scope of Services
- ✓ Proposed Contract with Dokken Engineering

RESOLUTION 2016-XX

A RESOLUTION OF THE CITY OF NEVADA CITY AWARDING A CONTRACT TO DOKKEN ENGINEERING, FOLSOM, CA FOR PROFESSIONAL ENGINEERING SERVICES, PHASES 2 AND 3 DESIGN FOR NEVADA STREET BRIDGE OVER DEER CREEK IN NEVADA CITY AND AUTHORIZE MAYOR TO SIGN

WHEREAS, the City is in the process of replacing the 1938 bridge programmed for replacement as a result of routine bridge inspections conducted by Caltrans which identified numerous deficiencies. Furthermore, the Federal Highway Association (FHWA) conducted a National Bridge inspection and identified that the bridge has unknown foundations and is considered scour critical; and

WHEREAS, consistent with Municipal Code requirements, City staff advertised and received proposals for bridge design services.

WHEREAS, Nevada City Council awarded a contract for Phase 1 Bridge Design to Dokken Engineering of Folsom, CA on the 8th day of June, 2016; and

WHEREAS, funding for Phases 2 and 3 Bridge Design has been procured through the Federal Highway Bridge Replacement program (88.6% Federal participation) and Nevada City Measure S (11.4% local matching funds); and

BE IT RESOLVED, the City Council of the City of Nevada City awards a contract for a Fixed Price, Not to Exceed Amount of $184,280.44 for Professional Engineering Services, Phases 2 and 3 Bridge Design, for Nevada Street Bridge over Deer Creek based on hourly labor, and other rates set forth in CONSULTANT's Cost Proposal, to Dokken Engineering of Folsom, CA and Authorize Mayor to sign.

PASSED AND ADOPTED at a regularly scheduled meeting of the Nevada City City Council held on this 28th day of September, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Evans Phelps, Mayor

ATTEST:

_____

Niel Locke, City Clerk

EXHIBIT A – SCOPE OF SERVICES

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Nevada Street Bridge over Deer Creek
SCOPE SUMMARY by TASK, EXHIBIT A
7/5/2016, Only Phase 1 Scope Tasks Noted below are included with Phase 1 Authorization

TASK NAME	PHASE 1	PHASE 2	PHASE 3
TASK 1 - PROJECT MANAGEMENT			
1.1 Project Management	Partial	Partial	
1.2 Project Meetings	Partial	Partial	
1.3 Public Outreach		Yes	
1.4 Rights of Entry	Yes		
TASK 2 - SURVEYING & BASE MAPS			
2.1 Supplemental Topographic Surveys	Yes		
2.2 Right of Way(ROW) Base Map Reconciliation	No	No	No
2.3 Title Reports (3)	No	No	No
2.4 Plat Maps and Legal Descriptions for Acquisitions	No	No	No
TASK 3 - PRELIMINARY ENGINEERING			
3.1 Bridge Type Evalaution and Aesthetics Development	Yes		
3.2 Preliminary Roadway Engineering	Yes		
3.3 Environmental Coordination with Design	Yes		
TASK 4 - HYDRAULICS			
4.1 Hydrologic Analysis	Yes		
4.2 Hydraulic Analysis	Yes		
4.3 Location Hydraulic Study & Floodplain Evaluation Report Summary	YEs		
4.4 Scour Analysis	Yes		
4.5 Dry Weather Flow and Bypass	Yes		
4.6 Design Hydraulic Report	Yes		
TASK 5 - GEOTECHNICAL			
5.1 Boring Permits	Yes		
5.2 Field Borings and Laboratory Tests	Yes		
5.3 Draft and Final Foundation Report	Yes		
TASK 6 - QUALITY ASSURANCE			
6.1 Quality Assurance of All Documentation		Yes	
6.2 QA Review of 65% Plans and Item List		Yes	
6.3 QA Review of 90% PS&E		Yes	
6.4 QA Review of 100% PS&E		Yes	
TASK 7 - BRIDGE DESIGN			
7.1 65% Bridge Design and Details	Partial	Partial	
7.2 90% Bridge Design (Independent Check)		Yes	
7.3 100% Bridge Design		Yes	
TASK 8 - ROADWAY DESIGN			
8.1 65% Roadway Plans	Partial	Partial	
8.2 90% Roadway Plans		Yes	
8.3 100% Roadway Plans		Yes	
8.4 Construction Staking Notes		Yes	
TASK 9 - UTILITY COORDINATION			
9.1 Utility Coordination & Conflict Support		Yes	
9.2 Utility Accommodations in Design		Yes	
9.3 Utility Potholing		Yes	
TASK 10 - RIGHT OF WAY			
10.1 Acquisition Area Exhibits		Yes	
TASK 11 - ESTIMATES AND QUANTITIES			
11.1 65% Quantities and Estimate		Yes	
11.2 90% Quantities and Estimate		Yes	
11.3 100% Quantities and Estimate		Yes	
TASK 12 - SPECIAL PROVISIONS			
12.1 Bid Item List (65%)		Yes	
12.2 Draft Special Provisions (90%)		Yes	
12.3 Final Special Provisions (Including Draft Bid Book)		Yes	
TASK 13 - PERMITS			
13.1 SWPPP & NPDES General Construction Permit		Yes	
TASK 14 - FINAL PS&E & BID SUPPORT			
14.1 Prepare Final PS&E for Bidding		Yes	
14.2 PS&E Checklist and Certification		Yes	
14.3 Working Day Schedule and Resident Engineer File		Yes	
TASK 15 - CONSTRUCTION SUPPORT			
15.1 Bid Clarifications			Yes
15.2 RFI's			Yes
15.3 Submittals			Yes
15.4 Record Drawings			Yes

EXHIBIT A – SCOPE OF SERVICES

Revised May 11, 2016

The following scope of work is intended to provide engineering and design necessary to obtain ready to advertise plans, specifications and estimates for the Nevada Street Bridge Replacement at Deer Creek.

Project design will be based upon Caltrans 2015 Standard Plans and Standard Specifications and modified for any Nevada City Road or Public Works Standards.

TASK 1 PROJECT MANAGEMENT

Dokken Engineering (Dokken) Project Management includes regular in-person meetings, in-person deliveries, presentation of work products, development and monitoring of action items, monthly progress reports, work progress monitoring, budget monitoring, coordination and communication.

The Dokken project manager will work closely with the City Project Manager and environmental project manager. He will continuously inform the City Project Manager of all project activities. The duration of the project management effort budgeted is expected to be continuous through completion of the design approval.

The following project management tasks are budgeted to extend through the environmental and design phase of the project.

Task 1.1 Project Management

Coordination – Close contact will be maintained between the Project Manager, all sub-consultants, the City Project Manager, project personnel, environmental consultant and regulatory agencies. The Project Manager will act as the principal liaison between Nevada City and our staff at Dokken.

Communication – Effective communication through in-person visits, focused meetings, telephone calls and e-mails to the City will be performed to discuss specific project issues by the Project Manager. Regular communication with team members, the City and other agency personnel will be facilitated through the Project Manager.

Progress Reports will be submitted monthly to Nevada City. These reports will include the work performed during that period, a discussion of issues/decisions, recommendations to address issues, budget status, and anticipated work for the following month. The progress report will be submitted with the monthly invoice. Dokken's Project Manager is responsible for maintaining cost control for the project, including our sub-consultants.

Dokken will provide and maintain a detailed Milestone Schedule and Microsoft Project Schedule. The Milestone Schedule is a simple one page schedule to assist in project communication. In addition, a complete schedule using Microsoft Project will be prepared that will identify major delivery milestones for each bridge project and identify the construction year for each project. Dokken's Project Manager will closely monitor the schedules and discuss updates with the City Project Manager.

Dokken understands the City will be providing coordination to many stakeholder. Between the City and Dokken the following major stakeholders will be involved in the project development to some degree to obtain their support or acceptance of the project.

- Property Owners – Temp Impacts
- Fire Department - Access
- Caltrans Structures – Type Selection
- Caltrans District 3 (Local Assistance)
- Utility Companies - Conflicts
- Deer Creek Inn - Parking
- Cornerstone Realty
- School District - Bus Routes
- Caltrans Environmental
- Nevada Irrigation District
- Permit Agencies under Task 15
- Trinity Church

Task 1.2 Project Meetings

Monthly Project Delivery Team (PDT) meetings will be held with City staff, Caltrans and environmental team to discuss work progress, decisions made, action items, schedule and considerations for the City. Status meetings will be held at the City. Dokken will prepare the meeting agenda, distribute the agenda prior to the meeting, arrange for appropriate participants to attend, and prepare and distribute the meeting minutes to the participants within five working days after the meeting. All items that appear on the milestone project schedule are included in a handy "Action Item List" prepared at the beginning of the project. The list shows the work item, the date it is due, who is responsible for the task, and the date it was completed. The Action Item List is reviewed and updated at every status meeting.

Task 1.3 Public Outreach

Dokken will organize and facilitate one (1) Public Meeting during the preliminary engineering phase of the project in cooperation with environmental circulation. It is anticipated that the Dokken Project Manager will lead the meeting, with the environmental lead and one design lead also in attendance to answer questions or provide project details. The City Project Manager may lead, introduce or observe the meeting, at his preference. Large project exhibits and a welcoming approach to project input will facilitate open and productive discussions about the project features and construction.

Dokken will prepare necessary graphics to convey to the participants the major design features of the project and the approximate area impacted by the construction. Graphics will include large scale plots showing project layouts overlaid on an aerial photograph, staging and typical cross sections of the improvements.

Dokken will be responsible for all meeting logistics including pre-meeting informational handouts, pre-meeting mailers, room set up, sign-in sheets, name tags, refreshments, room clean up and written workshop/meeting summary. The City will assist by providing the GIS database information for residents in the area.

Dokken will prepare 3 brief Fact Sheet mailers during the course of the project as follows: 1) at the 30% design to notify the public of the project being planned, 2) an invitation to the public meeting and notification of CEQA circulation of the CEQA IS, and 3) update during design with notification when construction is planned to begin.

With minimal effort, we can add this project to a web page we have already assembled that hosts 7 of Nevada County's bridge projects. The effort to maintain this webpage with current applicable information is minimal.

Task 1.4 Rights of Entry

Dokken will arrange for rights of entry with the (3) property owners adjacent to the project. The rights of entry will be for the duration of the environmental and preliminary engineering work. These legal rights can then be utilized by the environmental staff, surveyors, design engineers and geotechnical team.

Deliverables – Task 1
• Monthly Progress Report and Invoice • Schedule and Updates • Meeting Agendas and Minutes • Action Item Lists • Public Meeting Materials and Facilitation • Project Fact Sheet Mailers • Rights of Entry

TASK 2 SURVEYING AND BASE MAPPING

Nevada City Engineering (NCE) will perform minor supplemental topographic surveying for the project and recover property corner and/or record of survey monumentation near the project site. Dokken will prepare the necessary

plat maps and legal descriptions for acquisitions. Our licensed surveyor at Dokken specializes in plat maps and legal descriptions. This meshes very well with the survey companies we often work with, where the LS in the survey firm must focus on the survey work to keep crews busy, but our surveyor's only responsibility is plat maps and legal descriptions.

Land surveys will be tied to the California Coordinate System (CCS83) and based horizontally on the North American Datum of 1983 (NAD83); and vertically on the National Geodetic Vertical Datum of 1988 (NGVD88), in the project area.

Task 2.1 Supplemental Topographic Surveys

We recognize the topographic survey provided for the project is excellent, and in solid detail. Therefore, only minor supplemental surveys are expected to be necessary. Supplemental shots are necessary for the hydraulic model creek cross sections, sewer invert elevations in the manholes, and some miscellaneous items necessary for final design details. Permanent, durable surveying and mapping control monumentation will be set or marked at one location in the City parking lot, such that it will be least likely to be disturbed by construction, assure accessibility, and be clear of traffic throughout the length of the project. One convenient and safe temporary benchmark already exists on the south side of Boulder Street.

Task 2.2 ROW Base Map Reconciliation

NCE has already performed a record data search (County record maps, deeds, easements, etc.) and prepared a Right of Way Base Map showing existing property boundaries and a list of all Assessor Parcel Numbers (APN) researched and included on the base map.

NCE will locate and field survey the location of fence corners, property corners and monumentation in the vicinity of the bridge. This task allows for a subsequent field visit to tie in additional monumentation necessary to reconcile the field surveys with any final records and title reports. Any discrepancies between County record maps, deeds, and field surveys will be reconciled and presented to the City for concurrence. This map will be the basis for creating plat maps and legal descriptions for the temporary construction easements or in fee right of way acquisition.

Task 2.3 Title Reports (3)

Preliminary Title Report will be obtained for (3) parcels including: Deer Creek Inn, Cornerstone Realty and parking lot across the intersection.

Task 2.4 Plat Maps and Legal Descriptions for Acquisitions (3)

Dokken will prepare three plat maps and legal descriptions for temporary construction easement acquisition. These are anticipated to be necessary for temporary parking lot rental and to accommodate major wall removals for the existing and proposed bridge. The plat maps and legal descriptions will be prepared and signed under the direction of a licensed land surveyor.

Deliverables – Task 2	
• Survey Control Monuments	• Right of Way Base Map
• Topographic Base Mapping	• Plat Maps and Legal Descriptions
• Creek Cross Sections	• Preliminary Title Reports

TASK 3 PRELIMINARY ENGINEERING

Task 3.1 Bridge Type Evaluation and Aesthetics Development

Dokken will evaluate multiple bridge options for the site and compare them for the following characteristics: aesthetics, cost, constructability, maintenance, environmental, and construction duration. The options will include a comparison of constructing the new bridge with precast concrete or cast in place concrete. Dokken will consult

with Wreco to evaluate spanning Deer Creek with no pier and compare that with a 2-span alternative like the existing bridge. This comparison will be provided to the environmental team and the City for discussion of the most beneficial option. A Bridge General Plan will be prepared showing the plan, profile and typical section view for the preferred alternative. Denoted on these views will be the construction impact area, 50 & 100-year water surface elevations, aesthetic treatments, shoulder and sidewalks widths.

Aesthetics are a critical part of this bridge replacement in the Historic District of Nevada City. We are considering a cast-in-place concrete post-tensioned concrete slab structure that is highly versatile for aesthetics and hiding utilities. We like this bridge type because it also very sleek, but strong enough to cross Deer Creek without a pier wall. The bridge will be considered for reimbursable aesthetic treatments based on it's location in the Historic District. Aesthetic treatments the City might like for this bridge are included in the rendering Exhibit A showing concrete barriers with steel tubular railing. The railing takes on a historic look for granite facing on the barriers and fabricated metalwork added to the structural tubing elements in the rail. With this approach, similar to Amador City, CA, we can meet HBP required standards, while honoring and embracing the historical rock and metal work. An overlook on each side of the bridge can also be funded to offer an opportunity for pedestrians to stop and enjoy the creek. The existing overhead PG&E street lights could be replaced with gas lamps on the bridge to match Broad Street or something respective of the gold rush era.

The bridge type evaluation will be a summarized in a Standard Caltrans Type Selection Memorandum that will include discussions of the following: bridge types considered, site geometric and hydraulic constraints, environmental impacts, community concerns, construction duration, utility relocation/protection, and maintenance requirements.

A meeting to confirm the selected bridge and functional/aesthetic features will be scheduled with the City Staff to conclude the type selected bridge prior to circulating the environmental document and start of detailed design. Any changes to the Bridge Type Selection Memo will be recorded in the meeting minutes. To ensure buy-in from Caltrans Headquarters, we will submit the final Bridge Type Selection Memo to Darlene Wulff /Caltrans District 3 and Scott Straub/Caltrans Structures at request their concurrence. This protects the City when it comes time to request the construction authorization by having Caltrans full endorsement of the replacement bridge and features.

Task 3.2 Preliminary Roadway Engineering

Dokken will make any necessary refinements to the roadway alignment and profile for the bridge replacement. We completely agree with the City's strategy to close Nevada Street temporarily while the bridge is replaced. This approach worked exceptionally well in Amador City. Our initial roadway engineering will consider the project impact area as discussed in the project understanding. The impact areas to construct the project are substantially larger than the bridge areas itself as shown in Exhibit B of the project approach/understanding. We support the roadway re-alignment to improve the curve radius on Nevada Street, expand the parking lot and improve the intersection approach angle. Any exceptions to AASHTO design standards will be documented. This task will provide the project improvement and project construction footprints for quantification of environmental impacts for the CEQA and NEPA processes.

Task 3.3 Environmental Coordination with Design

Dokken will coordinate with the environmental team to ensure that the project description, purpose and need are all clearly stated for the environmental technical studies. Using the preliminary engineering, Dokken will provide exhibits, memos and data to the environmental consultant to identify and describe temporary and permanent impacts of the construction. We will provide similar coordination information to the City to support utility coordination, request for authorization paperwork and right of way coordination. We recognize that developing and sharing design information is critical to maintaining the project schedule.

Deliverables – Task 3
• Draft Bridge Type Memorandum • Aesthetics Development & Presentation • Roadway and Bridge Layout Plan • Construction Impact and Access Layout • Bridge Type Selection and Project Approval Memo • Environmental Coord. Exhibits, Memos and Data

TASK 4 HYDRAULICS

Wreco (DBE) will perform hydraulic analysis for the project incorporating the effect of Little Deer Creek on the flow behavior of Deer Creek under Nevada Street, Broad Street and Lefty's.

Task 4.1 Hydrologic Analysis

WRECO will review available data, including previous studies, provided by the City, NID and the Project Team. Key information to review will be the available hydrologic and hydraulic data for Deer Creek, topographic survey, available cross-sections, Caltrans Bridge Inspection Reports, as-built data, and maintenance records for the Project site. WRECO will also conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

WRECO's preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance Study (FIS) indicated that a detailed study is not available at the bridge site. The FEMA detailed study ends about 2,000 feet upstream of the proposed bridge site. FEMA's design flows are located at the Deer Creek's confluence with one of its tributaries, Mosquito Creek. There are available hydrologic data of Deer Creek from the *Deer Creek Restoration Plan* (by Friends of Deer Creek and Sierra Streams Institute). WRECO will perform hydrologic analyses using the following methods: 1) the USGS Regional Regression Method and 2) Flood-Frequency Analysis using data from the Nevada Irrigation District and/or USGS gaging stations. WRECO will identify the appropriate design floods (usually the 50-year flood), base flood (100-year flood), flood of record (if possible), and the overtopping flood. WRECO will compare the estimated design flows and fine-tune the design flows using the FEMA's flow numbers at the upstream end.

Task 4.2 Hydraulic Analysis

WRECO will perform a hydraulic analysis to determine the design flow characteristics for the existing condition, including the limits and water surface profiles through the study area for the base flood and overtopping flood. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the hydraulic model. WRECO will also consider the backwater effect of the confluence of Little Deer Creek and Deer Creek, located downstream of the bridge. WRECO will apply the same hydraulic model to conduct sedimentation analysis. The purpose of the analysis is to predict whether Deer Creek, at the bridge site, would be prone to aggradation or degradation. WRECO will recommend proper mitigation measures.

Dokken will use the results of this analysis to optimize the selected structure design such that upstream and downstream impacts are reduced and/or eliminated as needed to satisfy Federal, State, and local requirements.

Task 4.3 Location Hydraulic Study & Floodplain Evaluation Report Summary

Based on WRECO's preliminary qualitative hydrologic, hydraulic, and geomorphic assessments, the Project may potentially result in a significant floodplain encroachment. Therefore, WRECO will prepare a Floodplain Evaluation Report including the Technical Information for Location Hydraulic Study and Floodplain Evaluation Report Summary form to document the investigation and determine the specific impacts to the floodplain.

Task 4.4 Scour Analysis

WRECO will perform a bridge scour analysis to determine the scour potential per the methodology specified in the Federal Highway Administration's (FHWA) HEC-18, HEC-20, and HEC-23 manuals. WRECO will make recommendations on the need for scour countermeasures for the proposed bridge per the HEC-23 and *California Bank and Shore Protection Manual.*

Task 4.5 Dry Weather Flow and Bypass

WRECO will determine the magnitude of the dry weather flow volume and work with the Project Team to develop the design concept for the dry weather flow bypass system during construction.

Task 4.6 Design Hydraulic Report

WRECO will prepare a Bridge Design Hydraulic Study Report, which will summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will also include all of the detailed hydraulic model output.

Deliverable - Task 4
• Location Hydraulic Study (for Env) • Floodplain Evaluation Report Summary Form • Design Hydraulic Report

TASK 5 GEOTECHNICAL

Holdrege and Kull (H&K) will perform geotechnical borings and prepare a foundation report as a subconsultant to Dokken. At this time, no Phase II Hazardous Material Investigations are anticipated to be necessary. H&K will provide traffic control necessary for the field borings.

Task 5.1 Boring Permits

The geotechnical investigation will begin with a site reconnaissance by an engineer or geologist from H&K. During the site reconnaissance, the surface soil and rock conditions will be observed, desired boring locations marked, and access conditions reviewed. In addition, proposed boring locations will be marked for Underground Service Alert, which will be coordinated by H&K.

Following the site reconnaissance, H&K will prepare encroachment and boring permit applications.

Task 5.2 Field Borings and Laboratory Tests

Following the review of proposed boring locations, clearance by Underground Service Alert, and the issuance of required boring and encroachment permits, H&K will perform a subsurface investigation of the bridge site to characterize the shallow subsurface conditions in the area of the proposed improvements. The information gathered during the investigation will be used to prepare geotechnical engineering design recommendations for bridge abutments, foundation elements, and grading associated with adjacent road improvements.

We anticipate advancing (3) exploratory borings at the project sites using a relatively small, truck-mounted drill rig or a small track mounted rig. Initially, the borings will be advanced utilizing maximum 8-inch diameter hollow-stem augers to maximum depths of 20 feet. Based on our experience in the area and the expected subsurface conditions, our opinion is that it is likely that we would encounter resistant rock at depths of 20 feet or less below the existing ground surface at many of the locations.

If refusal is encountered on resistant rock at shallower depths, we will advance coring equipment with the intent of extending the boring a minimum of 10 feet into the underlying, resistant rock. The coring will be performed to allow evaluation of the properties of the underlying rock, including determination of rock quality (RQD) and possible compressive strength testing of collected samples.

An engineer or geologist from H&K will log the subsurface soil and rock conditions encountered and collect relatively undisturbed and bulk soil samples from the exploratory borings. Collection of soil samples and the sample intervals will depend upon the soil conditions encountered. Samples will be collected at approximate intervals of 2.5 feet or at each change in stratum. The soil samples will be labeled, sealed, and transported to our laboratory where selected samples will be tested to determine their engineering material properties. Following drilling and sample collection, the borings will be backfilled with grout.

The actual number of borings and the equipment used to advance them may vary depending on access constraints and the anticipated subsurface conditions. For example, it may be appropriate to mobilize a small, track-mounted limited access rig to allow drilling if a two span bridge is considered. In addition, it may be appropriate to utilize conventional trenching equipment to supplement or replace borings at some locations.

During our investigation, we will perform a seismic refraction survey at the site to determine the shear wave velocity of the subsurface materials. The shear wave velocity data will be used to determine a Site Class and seismic design parameters. We anticipate that a refraction microtremor (ReMi) approach will be used. A multichannel, microprocessor control signal enhancement seismograph will be used to record the arrival time of mechanically produced shock waves. Shock waves will be initiated from vehicle traffic or other site generated sources.

Laboratory Testing

H&K will perform laboratory tests on selected soil samples to determine their engineering material properties. Laboratory tests will be performed using American Society for Testing and Materials (ASTM) and Caltrans methods as guidelines. Depending on the subsurface conditions encountered, we anticipate that laboratory testing will include:

D422	Particle Size Determination
D2216	Moisture Content
D2487	Unified Soil Classification System
D2488	Soil Description Visual Manual Method
D2937	Density
D3080	Direct Shear Strength
D4318	Atterberg Plasticity Indices (if appropriate)
D4829	Expansion Index (if appropriate)
D1557	Maximum Density Determination (compaction curve)
D2419	Sand Equivalent
D2844	Resistance Value
D2166	Unconfined Compressive Strength; Soil and Rock
CTM 417, 422, and 643, Corrosion Parameters Evaluation (pH, Minimum resistivity, sulfate, chloride).	

The actual tests performed may vary, depending on the subsurface conditions encountered. For example, if fine-grained soil is encountered during our field investigation, we will perform Atterberg limits and/or expansion index testing in an effort to evaluate expansion potential.

Task 5.3 Foundation Reports

Data will be analyzed and engineering calculations will be performed to determine the following:

- Design criteria for foundations, including shallow spread footings or drilled piers as appropriate. Design criteria will be based on AASHTO LRFD, 4th edition and Caltrans guidelines.
- Lateral earth pressures for abutment, foundation and retaining wall design.
- Review of stability of varying cut and fill slope configurations.
- Soil/rock to concrete friction coefficients.
- Soil shear strength.
- Soil expansion and swell potential (if appropriate).

- Estimated settlement.

H&K will develop geotechnical engineering recommendations for earthwork and structural improvements and provide applicable recommendations. The geotechnical engineering recommendations will include the following:

Earthwork Improvement Recommendations

1. Site clearing and subgrade preparation.
2. Fill moisture conditioning, placement, and compaction requirements.
3. Retaining wall backfill specifications.
4. Retaining wall drainage.
5. Surface water drainage.
6. Expansive soil mitigation (if appropriate).
7. Temporary construction dewatering methods.
8. Soil gradation to facilitate scour analysis by others.

Structural Improvements

1. Foundation types and embedment depths.
2. Shallow foundation design resistance factor and recommended bearing pressure at service limit state.
3. Deep foundation design criteria including recommended resistance factors, estimated axial capacity with depth for a given pile section, and recommendations for service limit state.
4. Recommended design criteria to facilitate lateral analysis of pile response using LPile or similar analysis tools (if applicable).
5. Construction recommendations for drilled pile foundations if necessary, addressing casing dewatering, as appropriate, and friction coefficients.
6. Lateral earth pressure coefficients and shoring recommendations.
7. Seismic design parameters based on the results of measured shear wave velocity at the site and Caltrans ARS curves.
8. Design criteria for rock anchors or dowels used to provide uplift or lateral resistance for spread footings founded on resistant rock.

Report Preparation

H&K will prepare the Draft Foundation Report for review. It will present our findings, conclusions, and recommendations. The report will be prepared in general accordance with Caltrans Foundation Report guidelines. The report will include descriptions of site conditions, our field investigation, and laboratory testing; and provide geotechnical engineering recommendations for the proposed earthwork and structural improvements. The report will include a site plan showing the approximate locations of the exploratory borings, a descriptive Log of Test Boring key, and boring logs prepared using the Caltrans Foundation report template. The report appendices will present the laboratory test data. Following initial review by project team members and City, we will prepare the Final Foundation Report for the project.

Assumptions

The proposed scope of services is based on the following assumptions:

- H&K will satisfy prevailing wage requirements.
- Nevada City will assist H&K with the issuance of boring and encroachment permits for the proposed investigation. For planning purposes, we have included a budget of $600 for permitting fees.

- A truck-mounted drill rig will encroach on the existing travelled way during the investigations, requiring the placement of standard signage and cones to delineate the work area. Traffic control is anticipated during the course of the field investigation to allow mobilization of the drill rig to each drilling location and facilitate lane encroachment. However, we are not anticipating closure of the road.
- Five copies of the reports resulting from our investigations will be provided. In addition, we will provide a pdf version of the report for electronic distribution.

Geotechnical Summary		
Bridge Location	**Literature Review**	**Proposed Subsurface Investigation**
Nevada Street Bridge	Yes	3 Borings

Deliverables – Task 5
• Boring Permits • USA Mark-Out • Laboratory Test Results • Log of Test Borings • Draft & Final Foundation Report

TASK 6 QUALITY ASSURANCE

Dokken has identified a quality assurance team comprised of the project manager and two independent senior engineers in the Dokken San Diego office.

Task 6.1 Quality Assurance of All Documentation

The Project Manager (Matt Griggs) will perform a quality review of all project correspondence and reports. This includes all products prepared by our subconsultants. In addition, the Project Manager will be responsible for the quality control for all products submitted to the City.

Task 6.2 Quality Assurance Review of 65% Plans and Item List

Dokken will assign a senior engineer (not previously involved in the project) from the San Diego Office to provide independent Quality Assurance (QA) for Tasks 6.2 through 6.4. It is important to utilize the same QA Engineer for each stage to "build" the quality into the subsequent reviews. The QA Engineer will perform a quality review of the design submittal. This includes design support information prepared by our geotechnical and surveying subconsultants.

Any review comments received on the prior submittal will be summarized and a Dokken response will be prepared and the required corrections made. Each comment will be addressed and the required corrections will be made. The QA Engineer will confirm the comment has been addressed and initial the comment form.

At the 60% level, the QA focus will be on the plans, the project layout, staging, utility conflicts, right of way needs, environmental constraints, special detail requirements and review of the bid item list. The project design will be reviewed against the available right of way and the recommendations in the hydraulic and geotechnical reports.

Task 6.3 Quality Assurance Review of 90% Plans, Specifications and Estimate

At the 90% level, the QA focus will be on detailed plans and specification reviews. The review will look at plan call-outs of each item, to make sure it is covered on the plans, addressed in the special provisions and quantified on the

item list. The reviewer will confirm that right of way and utility details were added along with traffic handling and quantities for each item. The QA Engineer will look for any uncertainties or discrepancies that need clarification to ensure the project is biddable and buildable. A mark-up of the plans, special provisions and item list will be provided to the Project Manager.

Task 6.4 Quality Assurance Review of 100% Plans, Specifications and Estimate

At the 100% level, the QA focus will be to confirm prior review comments have been adequately addressed and review any new information added since the 90%. New information is likely to include right of way resolutions, utility resolutions, and permitting requirements, and mitigations. A mark-up of the plans, special provisions and item list will be provided to the Project Manager.

Deliverables - Task 6
• Quality Assurance Review Comment Lists • Review Plans available upon request

TASK 7 BRIDGE DESIGN

Dokken will perform the bridge and retaining wall design work in accordance with AASHTO LRFD Bridge Design Specifications (Fourth Edition) with California Amendments current at the time of bridge design, Caltrans Bridge Design Details Manual, Caltrans Bridge Design Aids, Caltrans Bridge Memos to Designs, and Caltrans Seismic Design Criteria (SDC). The bridge and retaining wall design work will be performed in English units of measure.

Task 7.1 65% Bridge Design and Details

Upon approval of the bridge type, roadway profile, roadway alignment and construction staging, Dokken will develop the design calculations and prepare plans for the new structure in accordance with Caltrans Bridge Design Manuals, incorporating recommendations from the Structure Foundation Report, environmental documents, and permit requirements. Design will consider all temporary, permanent and transient loading conditions per the bridge design specifications and Caltrans Manuals, including loading during each stage of construction. A full set of detailed bridge plans will be prepared with consideration for constructability and public safety.

The detailed bridge plans will be quality checked against the 65% roadway, drainage, hydraulic clearances, and utility plans to ensure compatibility with grading, and utilities.

Task 7.2 90% Bridge (Independent Check)

An independent bridge design check will be performed by Dokken. The bridge independent check engineer will use the 65%, unchecked detail plan set as a basis for independent structural calculations. A complete structural analysis will be independently performed with no communication with the designer allowed until this task is complete. A thorough review of the details is performed for clarity, capacity, Caltrans standards, and constructability issues. When the independent check is complete, the checker and designer will compare their results and resolve any differences. The calculations will be corrected so that they agree substantially with each other. Agreement is then reached regarding corrections to the plans. After plan corrections, both the designer and checker will review the corrected details to ensure all concerns have been addressed.

Task 7.3 100% Bridge Design

After review comments are received from the 90% Bridge PS&E, Dokken will revise the plans and coordinate the necessary changes to the specifications and estimate. Written responses to the City and Caltrans comments will be prepared and provided with the 100% submittal.

Deliverables – Task 9
• Structure plan sheets (60%, 90%, and 100%) • Design calculations for bridge • Independent design check calculations for bridge • Response to QA, Caltrans and City Comments for each submittal

TASK 8 ROADWAY DESIGN

Task 8.1 65% Roadway Plans

Dokken will prepare the 65% roadway plans, including layouts, profiles, typical sections, grading, utility accommodation details, drainage, signage, temporary traffic control, and detour signage. This submittal will be used to establish utility relocations, confirm permanent right of ways, and identify temporary construction easements necessary for the project. Construction access to the creek and abutment locations will be designed to ensure that adequate temporary right of way exists to construct the project. Utility plans will indicate areas of conflict and propose relocation solutions. Construction details will be mostly developed with the 90% submittal.

Task 8.2 90% Roadway Plans

Upon receipt of comments on the 65% submittal, Dokken will prepare a written response to each comment from the City and quality assurance reviewer. Resolution of any difficult comments will be facilitated at the following meeting.

Dokken will proceed with the preparation of the 90% roadway submittal. The 90% plans will include specific and unique construction details for parking lots, driveways, sidewalks, bridge conforms, minor roadway items, drainage culverts, fencing, guard rails, landscape planters, quantity sheets, and adjacent property conforms. Plan sheets included in the 65% submittal will receive additional annotation, descriptions, and notes. The submittal will include written responses to all comments received on the prior submittal.

The 90% plans will have fully developed details to address modern ADA construction requirements, while making the project features look historic and in context with adjacent Nevada City architecture. From the bridge details to the steep sidewalk conforms on Nevada Street and the historic looking rock work in the parking lot; we know how to design a great looking and trouble free project.

Traffic handling plans will be completed to depict temporary signage necessitated by the closure of the bridge. Traffic control measures to protect the worksite will also be shown. These measures may include: temporary k-rail, delineators, signage, and crash attenuators. If temporary public parking rights can be negotiated with the parking lot owner on the southeast corner of the intersection, then signage will be developed to inform the public of the right to use the lot during construction.

It is anticipated that between the 65% and 90% submittals, revisions will be made to the drainage design to coordinate with water Quality permit requirements.

Task 8.3 100% Roadway Plans

Upon approval of the 90% plans, Dokken will prepare roadway plans for the 100% submittal. The roadway plan updates will include final quantity tables coordinated with the quantity calculations. The utility sheets will have final disposition of utilities clearly labeled. Pothole information obtained on utilities will be added to the plans. Any final details required as permit conditions will be added to the plans. All comments from the City, quality assurance and the permit agencies will be responded to in writing and resolution of any challenging comments will be discussed at project meetings.

Task 8.4 Construction Staking Notes

Dokken will prepare the construction staking notes for horizontal and vertical control, clearing limits, line and grade offsets, rough and finishing grades, slope stakes, drainage facilities, grade breaks, angle points, BB, EB, EC, BC, BVC, EVC, PVI transition points and roadway improvements at 25-foot maximum intervals.

Deliverables – Task 8
• Roadway Plans (Layouts, Profiles, and Typicals) • Drainage and Grading Plans • Construction Detail Plans • Utility Coordination Plans • Traffic Handling Plans • Signing and Striping Plans • Construction Staking Notes

TASK 9 UTILITY COORDINATION

This task includes identifying the utilities on the project site, establishing the need for relocation or protection in place, and coordinating their disposition with the City Project Manager.

Task 9.1 Utility Coordination and Conflict Support

Dokken will review the survey data, site data, and conceptual design with the City to identify the number and extent of utility conflicts with the proposed project. Dokken will show the existing utility locations on the draft utility plans (Task 8 above) for the City to use in submitting request for facilities, "A" letters to companies. Dokken will provide project plans to the City for use in correspondence with the utility companies.

The City will continue to lead correspondence with the utility companies in conformance with Caltrans requirements.

Task 9.2 Utility Accommodations in Design

Dokken will support the City's efforts to arrange for the necessary utility relocations. For relocations, Dokken will show the location and any bridge details necessary to accommodate the utilities through and under the bridge. Dokken will provide the City with information on the size and location of openings in the bridge for utility installations. For pole relocations, Dokken will coordinate with right of way, but no permanent right of way acquisitions for pole relocations are anticipated. Dokken will meet on site as requested by the City to ensure relocation locations are feasible with the design.

Task 9.3 Utility Potholing

Dokken will subcontract to perform 2 potholes for underground facilities that may be in conflict with the bridge. Potential facilities that may require potholing include underground water, communications or storm drains in this case.

Deliverables – Task 9
• Utility Support to City • Bridge Details to Accommodate Utilities • Site visits with utility companies • Pothole Results

TASK 10 RIGHT OF WAY

Dokken Engineering will provide right of way support to the City. The City will be responsible for right-of-way appraisal, acquisition and certification. The following number of right-of-way acquisitions are anticipated:

Description	# Anticipated
Property Owner Exhibits	3 by Dokken
Title Reports	3 by Dokken
ROW in Fee	0
Temporary Construction Easements	3
Plat Maps and Legals (Task 2.4)	3 by Dokken
Appraisals (Waiver Valuations)	3 by City

Task 10.1 Acquisition Area Exhibits

Dokken will prepare an exhibit for each affected property owner. Dokken will approximate the temporary construction easement (TCE) requirements for each parcel and depict the impacts on individual parcel exhibits. These exhibits will consist of an aerial photograph of the parcel, with the boundary information, owner, APN, address, parcel size and TCE areas all shown. The exhibits will be used by the team to clearly identify impacts to the affected properties, including those items that should be addressed by the design including fences, temporary parking, signage, landscape, and sidewalks. These exhibits will be shared with the City, owner and appraiser to facilitate their understanding of the project.

Property	Type of Acquisition	Purpose
Deer Creek Inn (B&B)	TCE	Sidewalk and Drainage
Century 21 Office	TCE	For Bridge Removal and Construction
Stonehouse (Bar, Grill, Event)	TCE	Rent Parking Lot for Public Parking

TASK 11 ESTIMATE AND QUANTITIES

Task 11.1 65% Estimate

Dokken will update the estimate based on square footage cost factors for the bridge and roadway work. The estimate will consider unique construction costs such as removals, shoring, traffic detour, parking lots, revegetation, aesthetic features, and lighting. Also included will be an approximate estimate of the right of way and utility relocation costs to support the City in programming reimbursable expenses. The contingency will remain at 25%.

Task 11.2 Draft Detailed Quantities and Estimate (90%)

Dokken will prepare a detailed quantity estimate from the 90% plans. Quantities will be calculated and checked using hand calculations and the design plans. Quantity calculations and independent quantity check calculations will be prepared for the bridge. Cost data will be based on our experience with other recent similar sized projects and Caltrans cost data. Dokken will update the project cost estimate with a 15% contingency.

Task 11.3 100% Quantities & Estimate

Dokken will update the quantity estimate from the 90% submittal. Quantities will be updated for all items that are changed between the 90 and 100%. The contingency will be reduced to 10% for the final plans. The project

quantities will be prepared in a 3-ring binder organized by pay item for use by the Resident Engineer for construction.

We have an exceptional history of accurate Engineer's Estimates because of the number of bridge projects we deliver to construction each year. With 40 projects bid in the past 5 years, we have unique expertise estimating appropriate unit prices for intricate projects such as the Deer Creek Bridge.

Deliverables – Task 11	
• 65% Project Estimate	• Final Quantities in 3-Ring Binder
• Detailed Quantity Calculations	• 90%, 100% and Final Engineer's Estimate
• Independent Check Calculations for Bridge Quantities	

TASK 12 SPECIAL PROVISIONS

Project Specifications will be based upon the Caltrans 2015 Standard Specifications and Standard Special Provisions, and modified for the Nevada City Standards.

Task 12.1 Bid Item List (65%)

A detailed bid item list will be prepared to establish the list of pay items anticipated for the construction contract. The list will separate the roadway and structural items and identify final pay, progress pay and specialty items. The bid item list is now even more important with the payment structure in use since the Caltrans 2010 standards were introduced.

Task 12.2 Draft Special Provisions (90%)

Dokken will prepare a full set of construction specifications for the project in Microsoft Word for the 90% submittal, gathering all necessary input from the subconsultants. The special provisions will encompass all aspects of the construction, including unique measures such as: 1) historical aesthetic treatments, 2) protection, disguising or covering of the sewer in the creek, 3) traffic handling for the Trinity Church, Deer Creek Inn and Grove Street, 4) accommodation of adjacent businesses, and 5) implementation of the environmental mitigation measures and permit-related requirements (just to name a few).

The draft special provisions will be submitted with hidden text visible and changes tracked to highlight the editing performed by the design team. This editing format will comply with Caltrans procedures for editing special provisions. The draft special provisions will also be submitted in contract version for easier review.

Task 12.3 Final Special Provisions (Including Draft Bid Book)

Dokken will prepare for the City a "bid book" based on 2015 Standards. The bid book will include the notice to bidders, bid forms, bid bond requirements and sample contract. The bid book will be Book 1 of 3, with the Special Provisions being Book 2 of 3, and Revised Standard Specifications being Book 3 of 3. The bid book can be developed such that the City may use it in the future for other federal aid projects funded through Caltrans Local Assistance.

Dokken will review the City comments on the draft specifications and meet with the City if necessary, to discuss any revisions. The draft specifications will be updated for the final construction documents. Dokken will ensure that the pay items described in the Project Specifications have been thoroughly checked against all call outs in the plans and that all items of work are fully described.

Deliverables – Task 12
• Project Item List
• Draft Special Provisions
• Draft Bid Book with Notice to Contractors
• Response to County Comments

- Final Bid Book & Special Provisions

TASK 13 PERMITS

Dokken will cooperate to provide support information to the environmental consultant to secure permits for this project. The 404 Fill Permit, 401 Water Quality Certification and 1602 Streambed Alteration Agreement will be obtained by the environmental consultant under separate contract.

Task 13.1 SWPPP and NPDES General Construction Permit

A NPDES General Construction Activity Storm Water Permit will be required. To obtain this permit, Dokken's Qualified Stormwater Developer (QSD) will prepare the Notice of Intent (NOI) as well as the Storm Water Pollution Prevention Plan (SWPPP) and, at the City's discretion, upload these documents to the SMARTS system. Preparation of the NOI will include calculating the total disturbed and percent impervious area of the project site, preparing the required map attachments, and completing the NOI application. It is assumed that NPDES permit fees will be paid directly by the Contractor.

Preparation of the SWPPP will involve the following tasks:

- Developing a detailed project information exhibit;
- Determining the risk level classification of the project;
- Identifying the sources that could add pollutants to storm water discharges or could result in non-storm water discharges;
- Selecting risk level appropriate Best Management Practices (BMPs) that will control each of the identified pollutants;
- Identifying the required construction site monitoring efforts and, dependent on risk level, preparing a monitoring and sampling exhibit;
- Integrating appropriate post-construction storm water BMPs;
- Developing a maintenance, inspection and repair program.

A draft SWPPP will be provided to the City for review and comment. Upon receipt of City comments, Dokken will make the necessary modifications to the SWPPP and prepare a final SWPPP for use in obtaining the NPDES permit. Dokken will provide QSD services through the issuance of the Waste Discharge Identification Number.

Deliverables – Task 13
• Stormwater Pollution Prevention Plan • 402 General Construction Permit

TASK 14 FINAL PS&E

Task 14.1 Prepare Final PS&E for Bidding

The City's Environmental Lead Consultant and Dokken Project Manager will conduct a final site visit to walk through the construction of the project with the 100% plans in hand. During this visit, they will address any constructability issues and look for items that require additional details to stake or construct. The City Engineer will be invited to attend this site visit and participate as well.

Upon approval of the Final PS&E, Dokken will furnish the City approved Plans, Specification Books 1, 2 and 3, and Estimates to be used for project advertising. The plans, specifications and estimate will be signed by the Engineer in

Responsible Charge. Plan submittal to the City will include full and half size bond plots, PDF copy and electronic CADD drawing files. Specification submittal will include a PDF copy and electronic files in Microsoft Word. A hard copy and electronic Microsoft Excel file of the Engineer's Estimate will be provided.

Task 14.2 PS&E Checklist and Certification

Dokken will complete the PS&E Checklist and certify that the PS&E is ready for advertising using the current version of the Caltrans Local Assistance Forms. These forms will be completed, signed and provided to the City to submit as part of the Request for Authorization for Construction Package.

Task 14.3 Contractor Working Day Schedule and Resident Engineer's File

Dokken will prepare a working day schedule for the project to establish a fair and reasonable number of working days for the contract documents. The working day schedule will show how to complete the project in one construction season.

Dokken will prepare a Resident Engineer's File with all design information necessary for the construction management personnel. The file will contain the project quantities, estimate, notes about any unique issues the Resident Engineer should be aware of, bridge joint setting calculations, staking notes, 4-scales for setting bridge deck grades, foundation report for the bridges, and typical cross sections for the project. This information will be compiled in multiple 3-ring binders for easy reference.

Deliverables – Task 14
• Approved Plans, Notice to Contractors and Bid Book • PS&E Checklist and PS&E Certification • Stamped Final Engineer's Estimate • Contractor Working Day Schedule • Resident Engineer's File

TASK 15 BID AND CONSTRUCTION SUPPORT

Dokken's philosophy with construction support is that it takes top priority in what we do. If issues arise on the project, we drop everything and work up a solution and come to the site immediately if necessary. Our focus is to get the problem solved and get construction moving again. We have successfully delivered 5 design-build projects and we understand that it is to everyone's benefit, to solve issues quickly. Environmental support for bird nesting surveys, ESA fencing limits and permit closeout compliance are available through Dokken as well and can be provided by staff familiar with bridge construction and the permitting agencies.

Task 15.1 Bidding Clarifications

Dokken will provide support to the City during the advertising period including written responses to bidder questions, presentation of unique aspects of the project at a pre-bid meeting and preparation of any necessary addenda.

Task 15.2 Respond to Requests for Information (RFI's)

Dokken will provide on-going consultation and interpretation of contract documents, as requested by the City or Resident Engineer. Written responses will be provided to all requests for information (RFI's), and supplemental or revised drawings may be issued to provide clarity to the Resident Engineer and Contractor.

Attendance at a preconstruction meeting, as well as occasional site visits, is expected to be part of this task. Developing change orders or portions of change orders is also made a part of this task.

Task 15.3 Review Shop Drawings and Submittals

Dokken will review submittal drawings and stamp them as returned for corrections or approved. Any corrections will be clearly marked in red and returned to the Resident Engineer. The following submittals are anticipated to be reviewed by Dokken:

- Samples Rock for Rock Facings
- Sample of the Board Form Texture
- Post-tensioning details for the bridge
- Sewer Materials
- Barrier Details

Please note that Dokken cannot (by insurance requirements) perform review of bridge falsework, demolition plan, and shoring, unless we are performing the construction management. It is critical that the Resident Engineer overseeing the work review these submittals and procedures.

Task 15.4 Prepare Record Drawings

Using mark-ups received from the Resident Engineer and supplemental or revised drawings from addenda, RFI's, and change orders, Dokken will prepare the final record drawings. These drawings will be prepared electronically and provided on a CD and in half size copies on bond paper.

Deliverables – Task 15
• Bid Support Responses or Addenda • Preparation or review of Change Orders • Written Responses to RFI's • Submittal Reviews • Record Drawings (Electronic and Hard Copy)

END OF SCOPE OF WORK

Exhibit B

ASSIGNMENT OF PERSONNEL

KEY STAFF:

Matt Griggs, PE - Project Manager
Tony Powers, PE - Bridge Design
Nathan Donnelly, PE - Road Design and Utility Support
Han-Bin Liang, PE - Hydraulics/Hydrology - *WRECO (DBE)*
Andy Casano, PLS - Surveying Support - *Nevada City Engineering*
Chuck Kull, PE, GE, - Geotechnical Engineering - *Holdrege & Kull*

OTHER PERSONNEL:

Megan Carter, PE - Roadway
Eric Espinoza - Roadway
Amanda Lee, PE - Roadway
Mason Hancock, PE - Bridge
Fortunato Enriquez, PE - Bridge
Joe Ostdiek, PE , TE - Lighting
Martin Maechler, PE - Quality Control
Khan Dang - Renderings
Rosa Griggs, PE - Specifications

Note: This shall also include a listing of any DBE Consultants and/or subconsultants. Please provide DBE information using Caltrans form 10-O1 Local Agency Proposer DBE Commitment, or Consultant Contract DBE Information (Exhibit 10-O2).

Terry Fletcher, PLS - ROW Support

John Baker - Surveying - *Nevada City Engineering*
Chris Potter, PE - Hydraulics & Hydrology -*WRECO*

Chad Diez - Geotechnical - *Holdrege and Kull*

CITY OF NEVADA CITY CONSULTING AGREEMENT WITH DOKKEN ENGINEERING							EXHIBIT C	
Professional Engineering Services for Nevada Street Bridge over Deer Creek Bridge Replacement								
				Approved by City Council 06/08/16				
				PE	PE	RW	CE	
Task		Proposal	NIC	Phase 1	Phase 2	Phase 2	Phase 3	Total
1	Project Management	$25,312.24		$9,414.17	$15,898.07			$25,312.24
2	Survey & Base Mapping	$18,493.46	$13,493.46	$5,000.00		NIC		$5,000.00
3	Preliminary Engineering	$31,459.17		$31,459.17				$31,459.17
4	Hydraulics	$22,965.87		$22,965.87				$22,965.87
5	Geotechnical	$32,951.30		$32,951.30				$32,951.30
6	Quality Assurance	$10,131.69			$10,131.69			$10,131.69
7	Bridge Design	$54,507.34		13626.835	$40,880.51			$54,507.34
8	Roadway Design	$38,330.60		9582.65	$28,747.95			$38,330.60
9	Utility Coordination	$12,866.64				$12,866.64		$12,866.64
10	ROW	$1,395.23				$1,395.23		$1,395.23
11	Estimates	$18,749.28			$18,749.28			$18,749.28
12	Special Provisions	$16,513.52			$16,513.52			$16,513.52
13	Permits	$3,667.78			$3,667.78			$3,667.78
14	Final PS&E	$6,560.13			$6,560.13			$6,560.13
15	Construction Support	$28,869.65					$28,869.65	$28,869.65
		$322,773.90		**$125,000.00**	**$141,148.93**	**$14,261.87**	**$28,869.65**	**$309,280.44**

PROFESSIONAL SERVICES CONTRACT

CITY OF NEVADA CITY

THIS AGREEMENT is made and entered into this ___ day of _____, 2016, by and between the **CITY OF NEVADA CITY**, hereinafter referred to as "City" and **Dokken Engineering**, hereinafter referred to as "Consultant".

RECITALS:

WHEREAS, City desires to retain a Consultant to provide the following services:

See attached Scope of Work (Exhibit "A") for **Professional Engineering Services for Phases 2 and 3 for Nevada Street Bridge over Deer Creek Bridge Replacement.**

Phase 2 shall include Final Bridge Design, Utility Coordination and Right-of-Way Services (remainder of Tasks 1-8; and Tasks 9-14).

Phase 3 shall include Construction Support Services

WHEREAS, Consultant warrants that it is qualified and agreeable to render the aforesaid services.

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by City, the parties agree to the following:

1. **SCOPE OF SERVICES:** Consultant agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof.

A. Consultant agrees to furnish all labor, materials, equipment, services, and other means necessary to perform and complete in a good and workmanlike manner, those certain improvements as called for, and in the manner designated in Exhibit "A".

2. **ADDITIONAL SERVICES:** The City may desire services to be performed which are relevant to this contract but have not been included in the scope of the services listed in Paragraph 1 above and Consultant agrees to perform said services upon the written request of City. These additional services could include, but are not limited to, any of the following:

A. Work requested by the City in connection with any other matter or any item of work not specified herein;

B. Work resulting from substantial changes ordered by the City in the nature or extent of the project, and

3. **PROJECT RECORDS:** Consultant shall maintain project records and data in a format acceptable to City and State, and provide same to the City within thirty (30) days after the completion of the contract and prior to final payment.

4. **CITY FURNISHED SERVICES:** The City agrees to:

A. Guarantee access to and make provisions for the Consultant to enter upon public and private lands as required to perform their work.

B. Not withhold approval of final deliverables without substantial cause.

C. Make available all pertinent data and records for review.

D. Provide general bid and contract forms and special provisions format when needed.

5. **FEES:** Payment for the services provided under this Agreement shall be based on a unit price basis as set forth in Exhibit "C" for a Fixed Price, Not to Exceed Amount of $125,000.00. The City agrees to pay and the Consultant agrees to accept, in full payment for the work above agreed to be done, the payment of unit price for all work described herein subject to additions and deductions as provided in this contract.

6. **PAYMENT:**
Payment for services under this Contract shall be due each month within thirty (30) calendar days after receipt by City of an invoice covering the service(s) rendered to date.

With respect to any additional services provided under this Contract as specified in paragraph 2 hereof, Consultant shall not be paid unless Consultant has received written authorization from City for the additional services prior to incurring the costs associated therewith.

7. **CONTRACT PERFORMANCE TIME:** If this bid is accepted, the bidder agrees to execute the Agreement, and furnish to the City all required evidences of insurance, within ten (10) days after receiving written notice of the award of contract, and complete the project within two hundred and seventy five (275) calendar days after receiving written notice to proceed.

8. **INSURANCE:** The Consultant shall maintain a commercial general liability insurance policy in the amount of one million dollars ($1,000,000.00). Where the services to be provided under this contract involve or require the use of any type of vehicle by Consultant in order to perform said services, Consultant shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million ($1,000,000.00). Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless City specifically consents to a "claims made" basis. If the City does consent to "claims made" coverage, Contractor shall purchase 5 years of "tail" coverage in the event that Contractor changes insurance carriers during the term of this contract or for one year thereafter. Proof of such "tail" coverage shall be required at any time during the term of this contract that Contractor changes to a new carrier prior to receipt of any payments due. The City shall be named as an additional insured on the commercial general liability policy and the automobile liability policy. Consultant will not allow coverage to drop below limits specified within this agreement. The insurer shall supply certificates of insurance and endorsements signed by the insurer evidencing such insurance to City prior to commencement of work, and said certificates and endorsements shall provide for ten (10) days advance notice to City of any cancellation of coverage.

9. Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, City may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

10. **WORKER'S COMPENSATION:** The Consultant acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance shall be provided to City prior to commencement of work.

11. **PREVAILING WAGE AND APPRENTICES:** Consultant acknowledges awareness of the provisions of the Code, in particular Labor Code Sections 1770 to 1780, inclusive, and Title 8 of

the California Administrative Code Sections 200 et seq.; and shall comply with such provisions before commencing services required by this Contract to be performed by employees subject to these provisions.
Pursuant to SB 854, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The DIR registration number of each subcontractor and subconsultant must be identified and failure to identify this number could categorize your proposal as non-responsive. The City reports all public works contracts to the DIR within 5 days of the contract award date.

12. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

13. **SUBCONTRACTING:** Consultant shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the City except for any subcontract work identified herein. Consultant shall require any such subcontractor to comply with all of the provisions of this contract except that Consultant may determine the need for subcontractor to carry errors and omissions insurance.

14. **ASSIGNMENT:** The rights, responsibilities and duties under this Contract are personal to the Consultant and may not be transferred or assigned without the express prior written consent of the City.

15. **LICENSING:** The Consultant shall maintain the appropriate licenses throughout the life of this Contract.

16. **BOOKS OF RECORD AND AUDIT PROVISION:** Consultant shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and record shall be original entry books with a general ledger itemizing all debits and credits for the work on this contract. In addition, Consultant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least three (3) years from the date of final payment and all other pending matters are closed for completion of this contract. Consultant will permit City to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Consultant who participated in this contract in any way. Any audit may be conducted on Consultant's premises or, at City's option, Consultant shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from City. Consultant shall refund any moneys erroneously charged. If City ascertains that it has been billed erroneously by Consultant for an amount equaling 5% or more of the original bid, Consultant shall be liable for the costs of the audit in addition to any other penalty to be imposed.

17. **TIME OF COMPLETION:** The Consultant agrees to complete each phase of the work within the time schedules outlined within this Contract.

18. **LIQUIDATED DAMAGES:** Time is of the essence in the performance of the services by the Consultant. In the event that the Consultant's work is not completed in an acceptable fashion by any of the dates established herein, the City may incur damages due to the delay.

19. **DISPUTE RESOLUTION:** Every effort will be made to resolve, in an equitable manner, any dispute arising between the City and Consultant concerning the terms of this agreement and subsequent Task Orders.

20. **TITLE:** It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Consultant, shall be the property of the City upon full payment of all monies due and owing to the Consultant in accordance with the terms of this Agreement. The Consultant may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Consultant shall promptly turn over all information, writing and documents to City without exception or reservation for their intended use only. Consultant is not responsible for any use of the documents for anything other than their original intended use.

21. **TERMINATION:**

A. If the Consultant fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the City may terminate this Contract by giving five (5) calendar days written notice to the party involved.

B. The Consultant shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Consultant has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Consultant, the Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

22. **RELATIONSHIP BETWEEN THE PARTIES**: It is expressly understood that in the performances of the services herein, the Consultant, and the agents and employees thereof, shall act in an independent capacity and as an independent Consultant and not as officers, employees or agents of the City.

23. **AMENDMENT:** This Contract may be amended or modified only by written agreement of all parties.

24. **ASSIGNMENT OF PERSONNEL:** The Consultant shall not substitute any personnel for those specifically named in Exhibit "B" unless personnel with substantially equal or better qualifications and experience are provided, acceptable to City, as evidenced in writing.

25. **JURISDICTION AND VENUE:** This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

26. **INDEMNIFICATION:** Nothing herein shall be construed as a limitation of Consultant's liability, and Consultant shall indemnify, defend and hold City harmless from or in connection with the negligent acts, errors or omissions of the Consultant or those for whom it is responsible at law.

27. **COMPLIANCE WITH APPLICABLE LAWS:** The Consultant shall comply with any and all federal, state and local Laws affecting the services covered by this Contract.

28. **NOTICES:** Notices shall be given to City at the following location:
City of Nevada City
Attention: Bryan McAlister, City Engineer
317 Broad Street
Nevada City, CA 95959

Notices shall be given to Consultant at the following address:
Dokken Engineering
Attn: Richard Liptak, President
110 Blue Ravine Road, Suite 200

Folsom, CA 95630-4713

29. **STANDARD OF PRACTICE**: The Consultant warrants that Consultant has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Consultant's duty is to exercise such care skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

30. **FINANCIAL DISCLOSURE STATEMENTS:** If the scope of work of this contract is of such a nature, Consultant will follow the form and requirements of Government Code Sections 87100, et seq. in filing its financial disclosure statement.

31. **COST DISCLOSURE:** In accordance with Government Code Section 7550, Consultant agrees to state in a separate section of its filed report the dollar amount of this contract and any related contracts and subcontracts relating to the preparation of the report resulting from this contract.

32. **FEDERAL AND STATE CONTRACT REQUIREMENTS FOR CONSULTANT AGREEMENT:** Attached hereto and made a part of this agreement

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first above written

APPROVED BY:

CITY OF NEVADA CITY:	**CONSULTANT**
_____	_____
Evans Phelps, Mayor	*(Signature)*
	_____
	(Printed Name and Title)
_____	_____
Niel Locke, City Clerk	*(Federal Tax I.D. #)*

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City CA 95959
www.nevadacityca.gov

September 28, 2016

TITLE: Agreement with Stantec Consulting Services, Inc. for Wastewater Treatment Plant NPDES Permit Renewal Application Assistance

RECOMMENDATION: Pass a Motion authorizing Mayor to sign professional services agreement with Stantec Consulting Services, Inc. in an amount not to exceed $24,400 to assist with preparation of the City's National Pollution Discharge Elimination System (NPDES) Permit renewal application.

CONTACT: Mark Prestwich, City Manager

BACKGROUND / DISCUSSION: Every five years, the City of Nevada City is required to submit a Report of Water Discharge (ROWD) and apply for a new NPDES Permit which allows the City to discharge its treated wastewater into Deer Creek. The permitting process requires the work of an engineering firm well versed in NPDES permitting. The City's ROWD must be submitted to the State at least 180 days prior to June 1, 2017 (December 3, 2016), the permit renewal date.

Two Engineering firms were contacted to provide proposals to prepare the Report of Waste Discharge and work with the State Water Resources Control Board to secure the City's NPDES Permit. These companies were selected because of their experience in the permitting process and their intimate knowledge of the Nevada City Wastewater Treatment Plant, its processes and the issues unique to this plant.

The proposals received are summarized below:

Stantec Consulting Services, Inc.	$24,400
NexGen Utilities Management	$38,500

Staff recommends authorizing an agreement with Stantec Consulting Services, Inc. in an amount not to exceed $24,400.

ENVIRONMENTAL CONSIDERATIONS: The NPDES Program has been responsible for significant improvements to our nation's and state's water quality.

FISCAL IMPACT: The City's Fiscal Year 2016/17 Wastewater Fund budget includes resources to fund the Stantec Consulting Services agreement.

ATTACHMENT:

- ✓ Stantec Proposal

Stantec

July 18, 2016
File: 184030269

Attention: Howard Schmitz
City of Nevada City
317 Broad Street
Nevada City, CA 95659

Dear Howard,

Reference: City of Nevada City Report of Waste Discharge Proposal

We are pleased to submit this letter proposal to provide professional services to assist the City of Nevada City (City) in the preparation of a Report of Waste Discharge application for renewal of the City's Wastewater Treatment Plant (WWTP) NPDES permit, Order R5-2012-0033 (Order), which is set to expire June 1, 2017.

SCOPE OF SERVICES

The City's current Order requires the submittal of a Report of Waste Discharge in accordance with Title 23, California Code of Regulations, as application for issuance of new waste discharge requirements not later than 180 days prior to date of permit expiration (i.e., prior to December 3, 2016). Specific tasks to be completed by Stantec to assist the City in the preparation of a Report of Waste Discharge are described as follows.

TASK 1 – STATE AND EPA FORMS

Stantec will assist the City in completing State Form 200, EPA Form 1, and EPA Form 2A. As a cost saving measure, we propose that the City make the first effort to complete these forms. Stantec will provide the City with electronic copies of the required forms and an electronic data template for the City's California Toxics Rule data. Form 2A requires the submittal of 4.5 years of monitoring data. It is assumed that the City will compile the required data in electronic spreadsheet format for attachment to Form 2A. Stantec will review the forms and work with the City to complete any outstanding sections. This task includes correspondence with City operations staff via telephone and email. This task does not include any in-person meetings or site visits.

Estimated Budget: $4,100

TASK 2 – REPORT OF WASTE DISCHARGE COVER LETTER

Stantec will draft a cover letter for inclusion with the submittal of the required Report of Waste Discharge forms described under Task 1. Stantec will perform a thorough review of the City's current Order to identify any areas were modification or reduced requirement might be

appropriate. The cover letter will describe any proposed changes to the renewed Order, and justifications for proposed changes as appropriate.

Estimated Budget: $2,600

TASK 3 –REASONABLE POTENTIAL ANALYSIS

Stantec will conduct a Reasonable Potential Analysis to determine which constituents present in the City's effluent have a reasonable potential to cause or contribute to the exceedance of a water quality objective in the receiving water. This Reasonable Potential Analysis will be based on recent data and current WWTP operations. Maximum effluent and receiving water concentrations will be compared to water quality objectives. Constituents that have maximum effluent or receiving water concentrations above the lowest applicable water quality objectives will be considered to have "reasonable potential". Constituents determined to have "reasonable potential" will require effluent limitations in the renewed Order. This is an important step because it will identify constituents with potential compliance issues. In addition, this analysis will identify constituents for which a more thorough data review and analysis might be appropriate. In other words, the Reasonable Potential Analysis can be used to identify any outlier data points that should be qualified or removed from the dataset as not being representative before submittal to the Regional Water Board with the Report of Waste Discharge.

Estimated Budget: $3,800

TASK 4 – EFFLUENT LIMITATION CALCULATION / COMPLIANCE ASSESSMENT

For the constituents identified under Task 3 as having "reasonable potential", Stantec will calculate expected effluent limitations based on State Implementation Policy guidelines, appropriate effluent hardness, and proposed dilution credits. This exercise serves two purposes; 1) to propose to the Regional Water Board appropriate water quality based effluent limitations, and 2) to conduct a projected compliance assessment. Recent effluent data will be compared to proposed water quality based effluent limitations to determine if the City will have difficulty consistently complying with any of the proposed effluent limitations. This effort will allow the City to get ahead of any potential future issues.

Estimated Budget: $3,500

TASK 5 – REGIONAL WATER BOARD CORRESPONDENCE

Stantec will assist the City in responding to any Regional Water Board requests for additional information. This task will likely require one meeting with City and Regional Water Board staff as well as several telephone conversations and potentially the development of additional documentation for submittal to the Regional Water Board. If possible, Stantec will schedule this meeting at the same time as the Water Board staff inspection of the WWTP, which typically occurs

following submittal of the Report of Waste Discharge in the early stages of drafting the new Order. It is difficult to estimate the extent of this effort. Nonetheless, we have assigned an estimated budget to this task.

Estimated Budget: $2,400

TASK 6 – REVIEW PRELIMINARY DRAFT AND TENTATIVE ORDER

Prior to adoption of a renewed Order, the Regional Water Board typically provides a Preliminary Draft Order for review and comment by the City followed by a Tentative Order circulated for a 30-day public comment period. Stantec will review each of these draft Orders, identify any items of concern, and draft comment letters for review and approval by the City prior to submittal to the Regional Water Board for consideration.

Estimated Budget: $3,500

TASK 7 – REVIEW LATE REVISIONS AND ATTEND HEARING

It is common for the Regional Water Board to provide late revisions to an Order, in response to public comments, prior to the scheduled adoption hearing. Stantec will review any public comments on the Tentative Order, Regional Water Board responses to City and public comments, and any late revisions to the Order to identify any potential concerns related to the late revisions. Stantec will also communicate with Regional Water Board staff, as necessary, to answer questions, provide additional information, or request clarification related to late revisions to the Order. Stantec will prepare for and attend the Regional Water Board hearing. If appropriate, Stantec will draft talking points to be delivered by a City representative at the adoption hearing. Stantec will provide technical testimony on behalf of the City, if necessary.

Estimated Budget: $2,000

TASK 8 – ADDITIONAL SERVICES

Stantec will provide additional services related to the renewal of the City's Order as directed by City staff. Stantec will only provide additional services with advance authorization by City staff, up to the estimated budget amount for this task.

Estimated Budget: $2,500

SUMMARY

Stantec will complete the tasks defined in this letter proposal on a time and materials basis, in accordance with Stantec's most recent rate table (attached), in an amount not to exceed $24,400.

Reference: City of Nevada City Report of Waste Discharge Proposal

Feel free to contact me if you have any questions or would like to discuss the contents of this proposal.

Regards,

STANTEC CONSULTING SERVICES INC.

Steven L. Beck
Principal
Phone: (916) 773-8100
Steven.Beck@stantec.com

Eric Zeigler
Senior Environmental Scientist
Phone: (916) 773-8100
Eric.Zeigler@stantec.com

Attachment: Stantec Rate Table

CITY OF NEVADA CITY
DRAFT ACTION MINUTES
REGULAR CITY COUNCIL MEETING OF SEPTEMBER 14, 2016

NOTE: This meeting is available to view on the City's website www.nevadacityca.gov – Go to *Quick Links* and Click on *Agendas & Minutes* and find the Archived Videos in the middle of the screen. Select the meeting date and Click on *Video* to watch the meeting. For website assistance, please contact Corey Shaver, Deputy City Clerk at (530) 265-2496, ext 133.

- City Council Meetings are available on DVD. To order, contact City Hall - cost is $15.00 per DVD.
- Closed Session Meetings are not recorded.

REGULAR MEETING – 6:30 PM - Call to Order

Roll Call: Present: Moberg, Parker, Senum, Vice Mayor Strawser & Mayor Phelps

PLEDGE OF ALLEGIANCE

PROCLAMATION: Mayor Phelps proclaimed September 2016 Prostate Cancer Awareness Month.

PRESENTATION: None

1. BUSINESS FROM THE FLOOR-PUBLIC COMMENT (Per Government Code Section 54954.3)

Please refer to the meeting video on the City's website at www.nevadacityca.gov.

2. COUNCIL MEMBERS REQUESTED ITEMS AND COMMITTEE REPORTS:

Please refer to the meeting video on the City's website at www.nevadacityca.gov for additional comments.

3. CONSENT ITEMS:

A. Subject: Amendment No. 1 to City Agreement with The Mercer Group, Inc. for Classification and Compensation Study Services
Recommendation: Pass a Motion authorizing Amendment No. 1 in the amount of $1,000 to the City Agreement with The Mercer Group, Inc. for a total not to exceed agreement amount of $10,850 and the Mayor to sign.

B. Subject: Chinese New Year Parade & Festival Street Closure Request
Recommendation: Review and authorize Chinese New Year Parade & Festival street closure request per application.

C. Subject: Bad Debt Write-Off for Fiscal Year 2015-16
Recommendation: Pass Resolution No. 2016-XX Approving Bad Debt Write-Off for Fiscal Year 2015-16.

D. Subject: Fiscal Year (FY) 2015-2016 Year End Budget Amendment
Recommendation: Pass Resolution 2016-XX adopting amendments to the Nevada City FY 2015-2016 Budget.

Action: Vice Mayor Strawser requested Item 3B be removed from the Consent Calendar for discussion. Motion by Senum, seconded by Strawser to approve items 3A, 3B and 3D.
(**Approved 5 – 0)**

Motion by Strawser, seconded by Parker to approve Agenda Item 3C.
(Approved 4 – 1, AYES Phelps, Parker, Moberg, Senum; NOES Strawser)

4. APPROVAL OF ACTION MINUTES:

A. City Council Meeting – August 24, 2016
B. Special City Council Meeting – August 25, 2016

Action: Motion by Strawser, seconded by Parker to approve the August 24, 2016 Minutes as presented and the August 25, 2016 Minutes.
(Approved 5 – 0)

5. DEPARTMENT REQUESTED ACTION ITEMS AND UPDATE REPORTS:

A. Subject: 2016 City Council Meeting Calendar
Recommendation: Provide direction to the City Manager

Action: Motion by Strawser, seconded by Parker to move the November 23, 2016 Regular City Council meeting to November 30, 2016 and to cancel the December 28, 2016 City Council meeting.
(Approved 5 – 0)

6. PUBLIC HEARINGS:

7. OLD BUSINESS:

A. Subject: Request for Continuance of Public Hearing Appeal of Planning Commission Decision to Deny the Architectural Review Application of Charlotte Dewar to Construct a Front Entry Façade on the Accessory Building located at 254 Boulder Street
Recommendation: Pass a Motion continuing Public Hearing to City Council Meeting of September 28, 2016.

Action: Motion by Strawser, seconded by Senum, to continue Public Hearing to September 28, 2016.
(**Approved 5 – 0)**

B. Subject: Reject Bids on Nevada City Swimming Pool Structural Repair Project; Amend City Agreement with Neil O. Anderson & Associates to Update Engineering Plans; Preparation of Updated Funding Strategy
Recommendation: Pass a Motion 1) rejecting bids on the Nevada City Swimming Pool Structural Repair Project, 2) authorizing the City Manager to execute an amendment to the City agreement with Neil O. Anderson & Associates, a subsidiary of Terracon Consultants, Inc., up to amount not to exceed $5,000 to update engineering plans and seek bids for a complete pool shell replacement, and 3) directing the City Manager to develop an updated funding strategy for the pool rehabilitation project.

Action: Motion by Strawser, seconded by Senum, to continue Public Hearing to reject bids on the Nevada City Swimming Pool Structural Repair Project, authorize the City Manager to execute an amendment to the City agreement with Neil O. Anderson & Associations, a subsidiary of Terracon Consultants, Inc., up to an amount not to exceed $5,000, and direct the City Manager to develop an updated funding strategy for the pool rehabilitation project.
(**Approved 5 – 0)**

8. NEW BUSINESS:

A. Subject: Nevada City Farmers Market Association Winter-Spring Market Request
Recommendation: Review and authorize request by Nevada City Farmers Market Association to hold six certified farmers markets in Robinson Plaza on the first Saturday of each month from December 2016 to May 2017.

Action: Motion by Strawser, seconded by Parker, to approve the Nevada City Farmers Market Association proposal to hold six certified farmers markets in Robinson Plaza on the first Saturday of each month from December 2016 to May 2017.
(**Approved 5 – 0)**

B. Subject: Yuba River Bicycle Music Festival Street Closure Request
Recommendation: Review and authorize Yuba River Bicycle Music Festival street closure request per application.

Action: Motion by Senum, seconded by Moberg, to approve the Yuba River Bicycle Music Festival street closure request as submitted.

(**Approved 5 – 0)**

C. **Subject:** Nevada City Three Year Goals and Six-Month Strategic Objectives
Recommendation: Review and approve City of Nevada City three year goals and six-month strategic objectives.

Action: City Council requested term "terrazzo lights" be replaced with "terrace lighting".

9. CORRESPONDENCE:

10. ANNOUNCEMENTS:

11. CITY MANAGER'S REPORT:

City Manager Prestwich announced the Measure C Public Information Open Houses begin Saturday, September 17 at Fire Station 54, followed by a Tuesday, September 20 Open House at City Hall. Prestwich indicated the City's website (www.nevadacityca.gov) includes an abundance of information related to Measure C.

12. ADJOURNMENT – 7:40 p.m.

_____
Evans Phelps, Mayor

ATTEST:

_____
Niel Locke, City Clerk

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

September 28, 2016

TITLE: Public Hearing of Appeal of Planning Commission Decision to Deny the Architectural Review Application of Charlotte Dewar to Construct a Front Entry Façade on the Accessory Building located at 254 Boulder Street

RECOMMENDATION:

1. After holding a public hearing, Council shall make a decision whether to uphold, overturn, or modify the Planning Commission decision to deny the Architectural Review Application.

CONTACT: Amy Wolfson, City Planner

BACKGROUND / DISCUSSION: On March 30, 2016, Council heard an appeal by Charlotte Dewar requesting that Council overturn the Planning Commission's decision to deny the Architectural Review application for the front entry façade of her accessory building. Council has voted to continue the item at several subsequent meetings, with the most recent continuance occurring at the September 14, 2016 meeting.

SUBCOMMITTEE RECOMMENDATION: A subcommittee consisting of Charlotte Dewar, Alan Haley, and Councilmembers Evans Phelps, and Reinette Senum met at the appellant's property on August 12. City Planner, Amy Wolfson was present to provide guidance as needed and to provide a record of the meeting. At that meeting, Ms. Dewar offered to construct a large garden wall and gate in front of the existing accessory structure. The gate would be designed with a barn concept and with the purpose of screening the proposed entry from public view. It would also serve as an entrance to the future garden she intends to install. The councilmembers were supportive of the concept and made an additional request that she scale back the overall depth of the entry façade.

APPELLANT PROPOSAL: The appellant, Charlotte Dewar has provided an elevation drawing to express the design concept for the garden gate. Ms. Dewar, after consultation with her architect, has also agreed to the reduced scale of the front entry façade by reducing its overall depth by 2-feet.

STAFF RECOMMENDATION: Staff recommends the following options for motions that may be made in response to the appeal request:

MOTION TO *OVERTURN/MODIFY*

1. In overturning and approving the revised Architectural Review application, as conditioned, for the proposed construction of the front entry façade of the accessory building located at 254 Boulder Avenue, Nevada City, CA, the City Council finds:

    a. that the entry facade is generally compatible with Nevada City's style of architecture; and

b. that the entry façade is compatible with the context of the surrounding neighborhood.

Recommended Conditions of Approval:

1. Prior to issuance of a building permit for the front façade, the applicant shall submit three sets of plans, along with the review fee of $80 to the City Planner for review, approval. Once stamped, the applicant can proceed to the Building Department for permit issuance.

2. Construction documents shall clearly indicate the 2-foot depth reduction from the originally submitted plans.

3. A site plan shall be submitted depicting the location of the garden gate and the proposed entry façade.

   A councilmember liaison may be appointed to facilitate review of final construction documents to ensure consistency with council's approval.

MOTION TO *UPHOLD*

1. In upholding the Planning Commission's decision to deny the Architectural Review application for the proposed construction of the front entry façade of the accessory building located at 254 Boulder Avenue, Nevada City, CA, the City Council finds:

   a. that the entry facade is not generally compatible with Nevada City's style of architecture; and

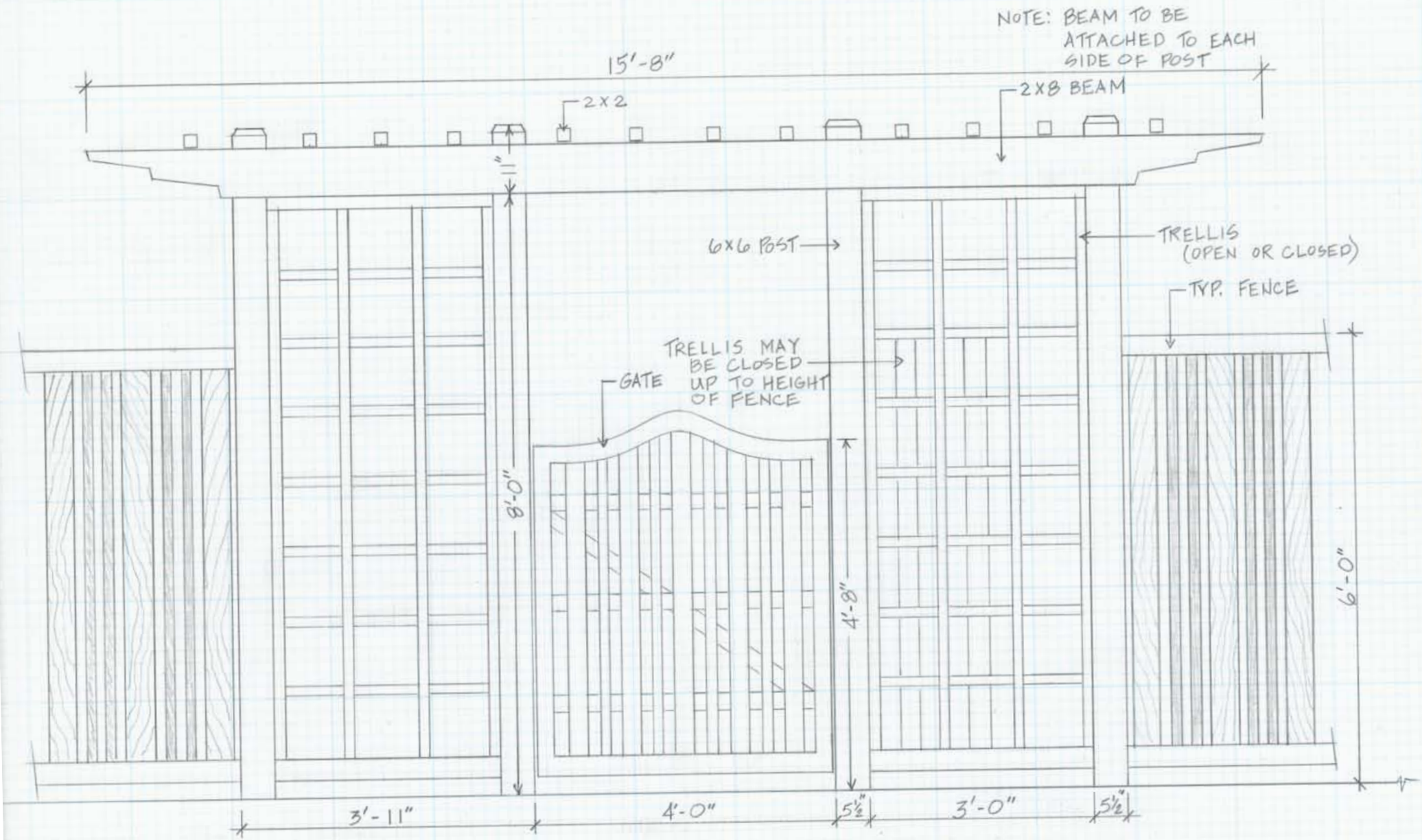
   b. that the entry façade is not compatible with the context of the surrounding neighborhood.

ENVIRONMENTAL CONSIDERATIONS: Because structures accessory to a residence meet criteria in the R1 zoning designation, as an allowed use on the property, local authority can only be ministerial in nature. Sections 21080 of the Public Resource Code, of the California Environmental Quality Act (CEQA), exempts ministerial projects from environmental review.

FINANCIAL CONSIDERATIONS: None

ATTACHMENTS:

Exhibit A – Gate Elevation and Design Concept
Exhibit B – Entry Façade Design Elevations Submitted March 30, 2016
Exhibit C – Photos of Subject Structure
Exhibit D – Photos of Surrounding Properties



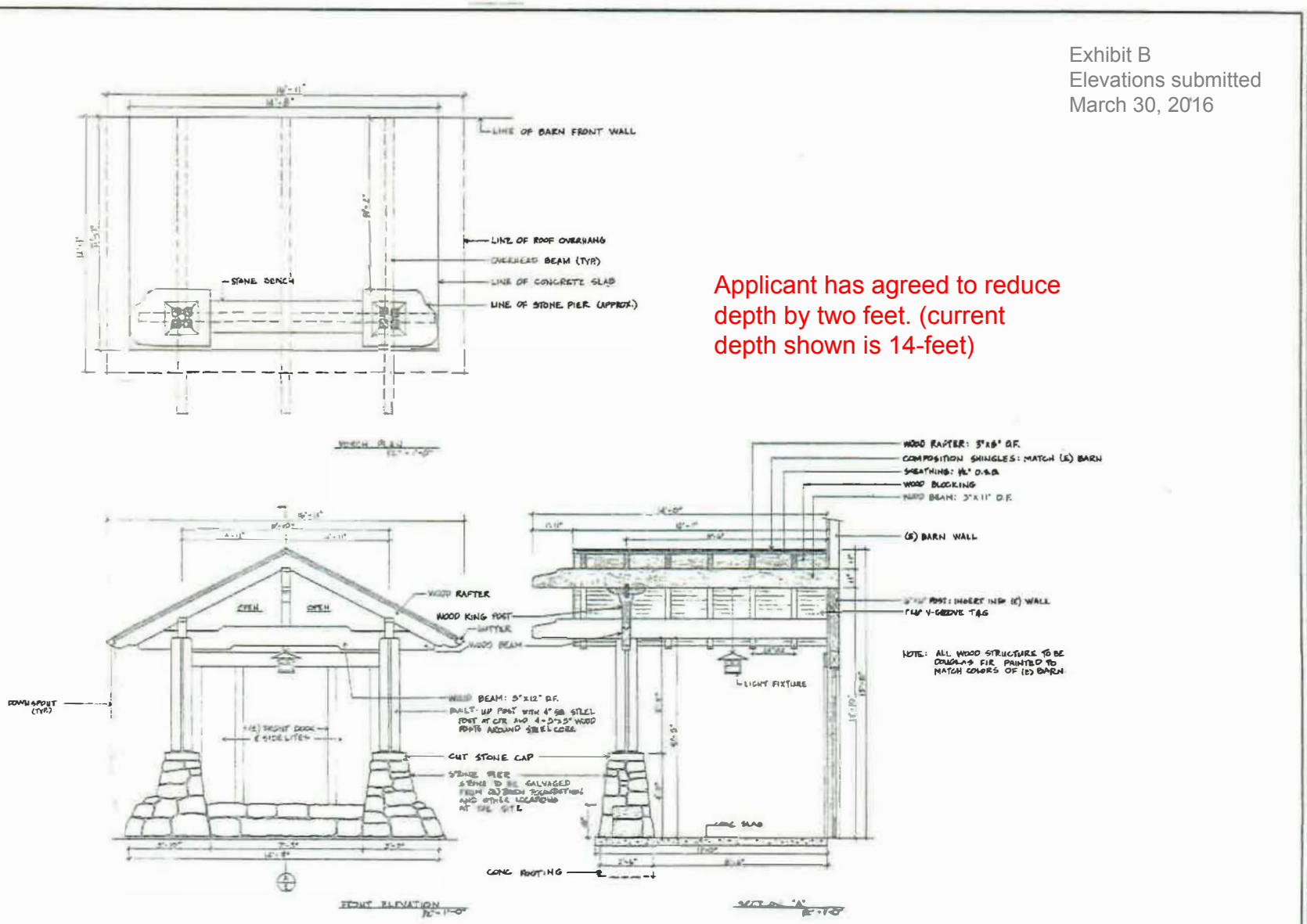
GARDEN GATE & TRELLIS ELEVATION

3/4" = 1'-0"

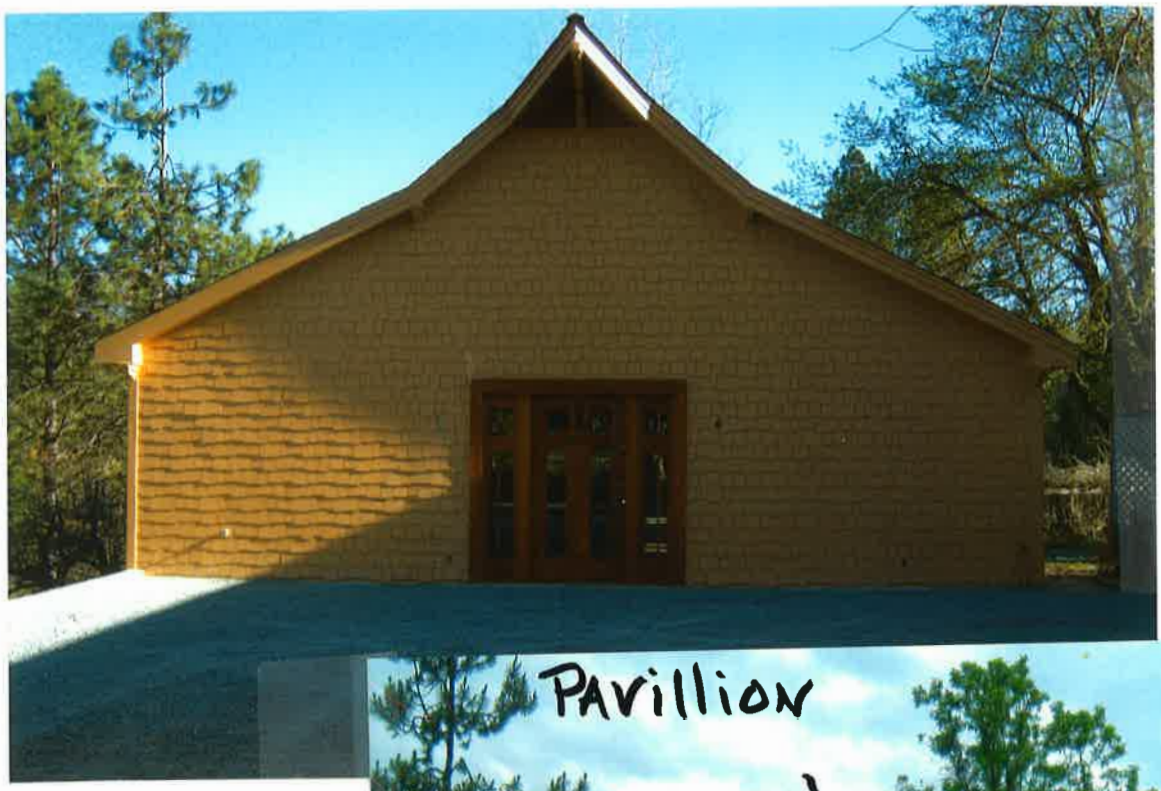
FOR 254 BOULDER ST.
NEVADA CITY, CA

9-22-16

Exhibit B
Elevations submitted
March 30, 2016



Applicant has agreed to reduce depth by two feet. (current depth shown is 14-feet)



FRONT

SIDE
(DECK)
AREA

REAR

Surrounding Neighborhood Context

City Corp Yard (directly across the street)

Two Doors West
300 Boulder

Across Street
East of Corp Yard

Directly East

Directly West

Two Doors East, Across Street

Three Doors East, Same Side of Street

Two Doors East,
Same Side of Street

Barn View from Street

Marsh House (Dewar Residence)

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

September 28, 2016

TITLE: Options for Permitting a Medical Marijuana Dispensary to Locate and Operate within the City; Conduct Research and Develop Regulatory Options Related to Other Business Operations Permitted by the California Medical Cannabis Regulation and Safety Act

RECOMMENDATIONS: Refer a draft ordinance to the Planning Commission for their review and recommendation; direct Staff to research and develop ordinance options and recommendations related to other business operations permitted by California's Medical Cannabis Regulation and Safety Act.

CONTACT: Mark Prestwich, City Manager.

BACKGROUND / DISCUSSION:

Under current state law (the Medical Cannabis Regulation and Safety Act), the City is permitted to allow medical marijuana businesses including cultivators, manufacturers, distributors, transporters, testing facilities, and dispensaries to operate within the City. Currently, the City prohibits all types of medical marijuana businesses within the City, and explicitly bans medical marijuana dispensaries in Chapter 9.22 of the Nevada City Municipal Code. A copy of the current Chapter 9.22 is attached hereto as Exhibit "A" for your reference.

On August 25, 2016, the City Council held a long term strategic planning workshop, which was noticed and open to the public, to discuss the City's three-year goals and six-month objectives. At the workshop, the City Council directed staff to research the possibility of allowing one medical marijuana dispensary to operate within the City.

Discussion Item

As requested, the City Manager, in consultation with the City Attorney's Office, has prepared a draft ordinance (attached as Exhibit "B") that would establish a permitting system for medical marijuana businesses. The framework would permit one medical marijuana business to locate with the City, and impose operational requirements on the business.

Summary of the Draft Medical Marijuana Business Ordinance

The draft Ordinance would amend Chapter 9.22 of the Nevada City Municipal Code to repeal the ban on medical marijuana dispensaries and would replace the language with a permitting procedure for medical marijuana businesses, whereby interested parties will

submit an application, submit to a criminal background check, and provide other information necessary to determine eligibility. The application process and the criteria used to select the applicant to be awarded the permit will be provided in a separate resolution for the City Council to adopt. Staff recommends the City Council adopt the actual application process in a separate resolution, because it is lengthy and detailed, and the process will be easier to amend if desired.

As drafted, the Ordinance would permit a single medical marijuana dispensary to locate within the City, but allow the City Council to authorize more than one, immediately or after a specified trial period if preferred. The City Attorney's Office can amend the draft ordinance according to City Council direction.

The permittee selected to receive the medical marijuana business permit to operate the dispensary in the City must also comply with the operational and other requirements contained in the draft ordinance. As initially drafted, the requirements include:

- Payment of a permit fee, and all required City business license fees, development fees, and applicable taxes;
- Record keeping requirements;
- Verification of customer status as 18 and older, and with a valid medical recommendation or valid primary caregiver status.
- Security requirements such as retention of licensed security guards, security cameras, alarm system, panic buttons, and cannabis products must be securely stored to prevent loss or theft.
- No alcohol can be sold on-site.
- Operating hours are limited to 8 a.m. to 8 p.m. daily.
- Cannabis or cannabis-containing products may not be consumed on the premises.
- Minors are prohibited from being on the premises in any capacity.
- Odor controls devices and techniques must ensure that there are no odors released from the building that can be detectable off-sit.
- Owner(s)/employees of the business must also obtain a permit after undergoing a background check and meeting requirements set forth in the ordinance.

In addition to the amendments to Chapter 9.22, the draft Ordinance will also amend the Zoning Code to add Chapter 17.142 to the Municipal Code to designate Light Industrial areas as the appropriate zone for medical marijuana dispensaries to locate. Chapter 17.142 would also require that dispensaries be located at least 600 feet from schools and parks. State law requires that dispensaries be located at least 600 feet from schools.

The City may be more restrictive in its distance requirements, but is not permitted to be less restrictive than the state law.

Recommendations

A. Recommend Submittal of Draft Ordinance to Planning Commission to Allow One Medical Marijuana Dispensary to Operate within the City.

It is requested that you consider the draft Ordinance and refer it to the Planning Commission for review and recommendation.

B. Direct Staff to Research and Develop Options and Recommendations Related to Other Business Operations Permitted by the State Medical Cannabis Regulation and Safety Act.

Under state law, the City may also allow other types of medical marijuana businesses that are licensed by the state under the Medical Cannabis Regulation and Safety Act (formerly called the Medical Marijuana Regulation and Safety Act or "MMRSA").

ENVIRONMENTAL CONSIDERATIONS:

None.

FINANCIAL CONSIDERATIONS:

Not applicable

ATTACHMENTS:

Exhibit A – Current Chapter 9.22 of the Nevada City Municipal Code

Exhibit B – Draft Ordinance

EXHIBIT A

Chapter 9.22 - PROHIBITING MEDICAL MARIJUANA DISPENSARIES

Sections:

9.22.010 - Definitions.

For the purpose of this chapter, certain terms and words are defined as set out in this chapter:

"Medical marijuana" or "medical cannabis" shall include the leaf of the cannabis plant and all products derived from the cannabis plant including, but not limited to, oils, tinctures, butters, candies, lotions, powders, creams, salves and balms, baked goods and any other food products.

"Medical marijuana dispensary" means any fixed storefront facility or location where medical marijuana or cannabis is made available, distributed, sold, transmitted, given and/or otherwise provided to other persons on an ongoing basis, excluding dispensing by primary caregivers to qualified patients in a clinic, heath care facility, residential hospice, or residential care facility otherwise permitted by the Municipal Code or by applicable state so long as any such facility complies strictly with all applicable laws, including, without limitation, California Health and Safety Code Sections 11362.5 et seq.

"Person" means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability company or any combination thereof, in whatever form or character.

"Primary caregiver" shall have the same definition as in California Health and Safety Code Section 11362.5 et seq., and as may be amended.

"Qualified patient" shall have the same definition as California Health and Safety Code Section 11362.5 et seq., and as may be amended.

(Ord. No. 2009-08, 12-9-2009)

9.22.020 - Medical marijuana dispensaries prohibited.

Except as hereinafter otherwise provided in the Nevada City Municipal Code, it shall be unlawful for any person or collective or cooperative organization to engage in, conduct, or carry on, or to permit to be engaged in, conducted or carried on, the operation of a medical marijuana dispensary in or upon any premises in the City of Nevada City.

(Ord. No. 2009-08, 12-9-2009)

ORDINANCE NO.__ _____

AN ORDINANCE AMENDING CHAPTER 9.22 OF TITLE 9 OF THE NEVADA CITY MUNICIPAL CODE ENTITLED "PROHIBITING MEDICAL MARIJUANA DISPENSARIES," AND RENAMING IT "MEDICAL MARIJUANA DISPENSARIES AND OTHER MARIJUANA BUSINESSES AND ACTIVITY" AND ADDING CHAPTER 17.142 ENTITLED "MEDICAL MARIJUANA USES AND ACTIVITY" TO THE NEVADA CITY MUNICIPAL CODE AND AMENDING CHAPTER 17.48 ENTITLED "LIGHT INDUSTRIAL ZONE"

WHEREAS, the City of Nevada City is a general law city organized pursuant to Article XI of the California Constitution; and

WHEREAS, pursuant to the authority granted the City by Article XI, Sections 5 and 7 of the California Constitution, the City has the power to make and enforce within its limits all ordinances and regulations in respect to municipal affairs not in conflict with general laws; and

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property lie within the City's police powers; and

WHEREAS, on November 5, 1996, California voters approved Proposition 215, the Compassionate Use Act of 1996 (CUA), codified at California Health and Safety Code section 11362.5, the intent of which was to enable persons with a demonstrated need for marijuana for medical/therapeutic purposes, as recommended by a health care provider, to obtain and to use marijuana, or marijuana-derived compounds, under limited and specified circumstances; and

WHEREAS, on January 1, 2004, Senate Bill 420 codified as California Health and Safety Code section 11362.7 et seq. and entitled the "Medical Marijuana Program Act" (MMPA) became law to clarify the scope of the CUA. Pursuant to California Health and Safety Code section 11362.77(a), a qualified patient or primary caregiver was permitted to possess no more than eight (8) ounces of dried marijuana plant material per patient. In addition, they were also able to maintain no more than six mature or twelve immature marijuana plants per patient unless a doctor authorized an additional amount; and

WHEREAS, the CUA is limited in scope in that it only provides a defense from criminal prosecution for possession and cultivation of medical marijuana to qualified patients and their primary caregivers. The MMPA also is limited in scope in that it establishes a statewide identification program and affords qualified patients, persons with recommendation cards, and their primary caregivers, an affirmative defense to certain enumerated criminal sanctions that would otherwise apply to transporting, processing, administering or distributing marijuana; and

WHEREAS, on October 9, 2015, Governor Brown signed into law the Medical Marijuana Regulation and Safety Act (MMRSA) which consisted of three interrelated

pieces of legislation (SB 643, AB 243, and AB 266), intended to provide a comprehensive regulatory framework for the licensing, control, and taxation of medical marijuana related businesses in California; and

WHEREAS, effective June 27, 2016, SB 837 changed the name of the Medical Marijuana Regulation and Safety Act to the Medical Cannabis Regulation and Safety Act ("MCRSA").

WHEREAS, the MCRSA expressly protects a City's local licensing practices, zoning authority, and other local actions taken under the City's constitutional municipal and police powers; and

WHEREAS, the MCRSA contains statutory provisions that:

(1) Allow local governments to enact ordinances expressing their intent to allow or prohibit the cultivation of marijuana and their intent to administer or not administer a conditional permit program pursuant to California Health and Safety Code section 11362.777 for the cultivation of marijuana;

(2) Expressly provide that the Act does not supersede or limit local authority for local law enforcement activity, enforcement of local ordinances or enforcement of local permit or licensing requirements regarding marijuana per California Business and Professions Code section 19315(a);

(3) Expressly provide that the Act does not limit the civil or administrative authority or remedies of a local government provision of law regarding marijuana including, but not limited to, a local government's right to make and to enforce within its limits all regulations not in conflict with general laws per California Business and Professions Code section 19316(c);

(4) Specifically requires, as a condition of state licensure, compliance with any and all local requirements for all cannabis-related operations;

WHEREAS, the California Supreme Court has made clear that neither the CUA nor the MMPA expressly or impliedly preempts the authority of cities or counties, under their traditional land use and police powers, to allow, restrict, limit or entirely exclude facilities that distribute medical marijuana. The MMPA allowed cities and counties to adopt local ordinances that regulate the location, operation or establishment of medical marijuana collectives and to enforce such ordinances. (City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc. (2013) 56 Cal.4th 729; Health and Safety Code section 11362.83). The same authority encompasses the regulation, operation, or establishment of marijuana cultivation. (Maral v. City of Live Oak (2013) 221 Cal.App.4th 975.) That authority remains undisturbed under MCRSA; and

WHEREAS, marijuana remains an illegal substance under the Federal Controlled Substances Act, 21 USC 801 et seq., which makes it unlawful for any person to cultivate,

manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense marijuana. The Federal Controlled Substances Act contains no statutory exemption for the cultivation of marijuana for medical purposes. Federal law lists marijuana as a Schedule I drug, meaning that it has a high potential for abuse, it has no currently accepted medical use in treatment, and there is a lack of accepted safety for use under medical supervision; and

WHEREAS, despite this classification and treatment under federal law, federal executive and law enforcement agencies have issued memoranda and other guidelines allowing for the development of state-specific regulatory schemes that include the provision of marijuana and marijuana-derived products for medical purposes, as long as the administration of those schemes is consistent with the aims of federal law; and

WHEREAS, the City has received inquiries from individuals and incorporated entities inquiring about the ability to open medical marijuana related businesses within the City, including dispensaries, cultivation locations, and manufacturing/processing businesses. Other than a general prohibition of dispensaries and cultivation, the City has not yet adopted land use controls or regulations or other requirements for the operation of these businesses once established; and

WHEREAS, without sufficient regulations and standards in effect and which are enforceable pursuant to an adopted ordinance, there is a current and immediate threat to the public health, safety, and welfare of current and future residents of the City, from the establishment of medical marijuana related businesses in the City in a manner which is likely to lead to confusion, public harm, and possible violation of federal executive guidelines; and

WHEREAS, the California Attorney General's 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that nearby homes or businesses may be impacted negatively by nuisance activity such as loitering, or more significant levels of crime; and

WHEREAS, Nevada City Municipal Code Section 17.04.040 provides that no land may be used for any purpose other than as permitted and in conformance with the City's zoning laws and other ordinances; and

WHEREAS, the City Council recognizes that the investigation and research of the therapeutic uses for medical marijuana and natural marijuana-derived compounds continues to progress, with at least some demonstrated positive impact on users following the advisement and encouragement of their health care providers, for a variety of ailments, including severely debilitating and terminal illnesses; and

WHEREAS, the City Council recognizes, upon consultation with law enforcement, that supply chains for medical marijuana and marijuana-related products as they currently exist, in the absence of state and local regulatory schemes, can and do benefit criminal

elements to the detriment of residents of the State of California, the County of Nevada, and very likely the City of Nevada City, without full regard for public safety, health, and welfare issues; and

WHEREAS, the City Council recognizes the individual freedom and privacy interests that surround the choice of what to take into one's body, following consultation with one's chosen health care provider(s), and for one's own health-related purposes, and in a manner that is responsible in its impacts on others in the community, including children; and

WHEREAS, the City Council also recognizes its obligation to provide guidance on appropriate community standards of health, safety, and welfare, and, where appropriate, to protect residents—especially residents of particularly vulnerable populations like children—from violation and abuse of those community standards; and

WHEREAS, the City Council desires to establish reasonable land use controls and reasonable regulations on the operation of medical marijuana related businesses which are intended to operate in conjunction with the zoning and land use regulations of the City of Nevada City, and which are intended to address the negative impacts, nuisance impacts, and criminal impacts of unregulated cannabis-related businesses; and

WHEREAS, medical marijuana related businesses will be subject to the zoning and land use regulations of the zoning district in which such business establish and operate, as set forth in Chapter 17 of the Nevada City Municipal Code (the Nevada City Zoning Code), and as otherwise established by the City; and

WHEREAS, the City Council finds that the activities permitted under this ordinance are consistent with and implement the goals and policies of the Nevada City General Plan; and

WHEREAS, the City Council finds that the adoption of this ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to the following sections of the CEQA Guidelines, 14 Cal. Code of Regulations, Chapter 3:

A. The ordinance is exempt under Section 15061(b) (3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The ordinance permits only one medical marijuana dispensary which business will have impacts similar to traditional pharmacies which are already authorized within the City. Furthermore, the ordinance contains requirements that prevent any potential impacts on the environment that may be unique to businesses involving medical marijuana. For example, the ordinance establishes prohibitions on nuisance odors, glare, excess energy usage, and establishes safety protections to prevent crime or deterioration of the business area into blight. Further, there is no possibility that this ordinance would create cumulative impacts that are significant because this ordinance only allows one medical marijuana dispensary, does not authorize

construction or other related activities or any other activities that are not already permitted, except that the ordinance allows the same activities but with a different material (medical marijuana) that is being sold for medical use; there are no other significant impacts that could occur as a result of this ordinance, and there are no unusual circumstances that would cause any such significant impacts;

B. The ordinance is also exempt under Section 15183 (projects consistent with a community plan, general plan, or zoning) since the type of business permitted by the ordinance is consistent with those contemplated by general plan and zoning, such as traditional pharmacies;

C. The ordinance is also exempt under CEQA Guidelines Section 15301 (existing facilities) since the permitted medical marijuana dispensary business under the ordinance may locate in existing facilities, and any additions to structures would be expected to be also exempt under 15301; and

D. The ordinance is exempt under Section 15303 (new construction or conversion of small structures). The medical marijuana business will be established in an urban area, and given the build out of the existing city, and sufficient existing leasable property, the amount of construction that would occur is minimal to non-existent, and any such construction would be less than the thresholds established in Section 15303.

NOW THEREFORE, The City Council of the City of Nevada City does ordain as follows:

SECTION 1.Chapter 9.22 of the Nevada City Municipal Code entitled “Medical Marijuana Dispensaries,” is hereby repealed in its entirety, shall be retitled “Medial Marijuana Dispensaries and other Marijuana Businesses and Activity” and replaced with the following language:

Chapter 9.22 MEDICAL MARIJUANA DISPENSARIES AND OTHER MARIJUANA BUSINESSES AND ACTIVITY.

9.22.010. General Provisions.

A. Purpose and Intent.

It is the purpose and intent of this Chapter to accommodate the needs of medically-ill persons in need of marijuana for medical purposes, as advised and recommended by their health care provider(s), while imposing regulations on the use of land to protect the City’s neighborhoods, residents, and businesses from negative impacts. It is a further purpose and intent of this Chapter to regulate the cultivation, manufacturing, processing, testing, transporting, delivery, and distribution of cannabis and cannabis-related products in a manner which is responsible, which protects the health, safety, and welfare of the

residents of Nevada City, and to enforce rules and regulations consistent with state law. In part to meet these objectives, an annual permit shall be required in order to own and/or to operate a medical marijuana business within Nevada City. Nothing in this Chapter is intended to authorize the possession, use, or provision of marijuana for purposes which violate state or federal law. The provisions of this Chapter are in addition to any other permits, licenses and approvals which may be required to conduct business in the City, and are in addition to any permits, licenses and approval required under state, county, or other law.

B. Legal Authority.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, and the provisions of the Medical Cannabis Regulation and Safety Act (hereinafter "MCRSA"), the City of Nevada City is authorized to adopt ordinances that establish standards, requirements and regulations for local licenses and permits for cannabis and cannabis-related activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State of California, or any of its departments or divisions, shall be the minimum standards applicable in the City of Nevada City to cannabis, and/or cannabis-related activity.

C. Marijuana cultivation and medical marijuana business activities prohibited unless specifically authorized by this Chapter.

Except as specifically authorized in this Chapter, the cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, dispensing, distribution, delivery, or sale of cannabis or a cannabis product is expressly prohibited in the City of Nevada City.

D. Compliance with Laws.

It is the responsibility of the owners and operators of the medical marijuana business to ensure that it is, at all times, operating in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder. Nothing in this Chapter shall be construed as authorizing any actions which violate federal, state law or local law with respect to the operation of a medical marijuana business. It shall be the responsibility of the owners and the operators of the medical marijuana business to ensure that the medical marijuana business is, at all times, operating in a manner compliant with all applicable federal, state and local laws, the 2008 Attorney General Guidelines, any subsequently enacted state law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the medical marijuana business permit. Nothing in this Chapter shall be construed as authorizing any actions which violate federal or state law with regard to the operation of a medical marijuana business.

9.22.020. Definitions.

When used in this Chapter, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder, and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

(a) "Cannabis" means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also means marijuana as defined by Section 11018 of the California Health and Safety Code as enacted by Chapter 14017 of the Statutes of 1972. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Chapter, "cannabis" does not mean industrial hemp as that term is defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

(b) "Cannabis concentrate" means manufactured cannabis that has undergone a process to concentrate the cannabinoid active ingredient, thereby increasing the product's potency. An edible medical cannabis product is not considered food, as defined by Section 109935 of the California Health and Safety Code, or a drug, as defined by Section 109925 of the California Health and Safety Code.

(c) "Caregiver" or "primary caregiver" has the same meaning as that term is defined in Section 11362.7 of the California Health and Safety Code.

(d) "City" or "City of Nevada City" means the City of Nevada City, a California general law City.

(e) "Cultivation" means any activity, whether occurring indoors or outdoors, involving the propagation, planting, growing, harvesting, drying, curing, grading, and/or trimming of cannabis plants or any part thereof for any purpose, including medical marijuana.

(f) "Cultivation site" means a facility where medical cannabis is cultivated, propagated, planted, grown, harvested, dried, cured, graded, or trimmed, or that does all or any combination of those activities.

(g) "Delivery" means the commercial transfer of medical cannabis or medical cannabis products from a dispensary, up to an amount determined to be

authorized by the State of California, or any of its departments or divisions, to anyone for any purpose. “Delivery” also includes the use by a dispensary of any technology platform owned, controlled, and/or licensed by the dispensary, or independently licensed by the State of California under the MCRSA (as the same may be amended from time-to-time), that enables anyone to arrange for or facilitate the commercial transfer by a licensed dispensary of medical cannabis or medical cannabis products.

(h) “Dispensary” means a medical marijuana business facility where cannabis, medical cannabis products, or devices for the use of medical cannabis or medical cannabis products are offered, either individually or in any combination, for retail sale, including an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, medical cannabis and medical cannabis products as part of a retail sale.

(i) “Dispensing” means any activity involving the retail sale of medical cannabis or medical cannabis products from a dispensary.

(j) “Distribution” means the procurement, sale, and transport of medical cannabis or medical cannabis products between entities licensed pursuant to the MCRSA and any subsequent State of California legislation regarding the same.

(k) “Distributor” means a person engaged in the business of purchasing medical cannabis from a licensed cultivator, or medical cannabis products from a license manufacturer, for sale to a licensed dispensary.

(l) “Dried flower” means all dead medical cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.

(m) “Edible cannabis product” means manufactured cannabis that is intended to be used, in whole or in part, for human consumption. An edible medical cannabis product is not considered food as defined by Section 109935 of the California Health and Safety Code or a drug as defined by Section 109925 of the California Health and Safety Code.

(n) “Live plants” means living medical cannabis flowers and plants, including seeds, sprouts, immature plants (including unrooted clones), and vegetative stage plants.

(o) “Manufacturer” means a person that conducts the production, preparation, propagation, or compounding of manufactured medical cannabis, as defined in this section, or medical cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis at a fixed location that packages or repackages medical cannabis or medical cannabis products or labels or relabels its container.

(p) "Manufactured cannabis" means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate or manufactured product intended for internal consumption or topical application.

(q) "Manufacturing site" means a location that produces, prepares, propagates, or compounds medical cannabis or medical cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis.

(r) "Marijuana" means "cannabis," as that term is defined in this Chapter.

(s) "Medical cannabis", "medical marijuana," "medical cannabis product" or "cannabis product" means a product containing cannabis, including, but not limited to, concentrates and extractions, intended to be sold for use by medical cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the California Health and Safety Code (as the same may be amended from time-to-time). For purposes of this Chapter, "medical cannabis" does not include industrial hemp as defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

(t) "Medical marijuana activity" includes cultivation, manufacture, processing, laboratory testing, transporting, delivery, distribution, or sale of medical cannabis or a medical cannabis product, within the meaning of California Business and Professions Code 19300 et seq.

(u) "Medical marijuana business" means any business or operation which engages in medical marijuana activity.

(v) "Medical marijuana business permit" means a regulatory permit issued by the City of Nevada City pursuant to this Chapter to a medical marijuana business, and is required before any medical marijuana activity may be conducted in the City. The initial permit and annual renewal of a medical marijuana business permit is made expressly contingent upon the business' ongoing compliance with all of the requirements of this Chapter and any regulations adopted by the City governing the medical marijuana activity at issue.

(w) "Patient" or "qualified patient" shall have the same definition as California Health and Safety Code Section 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of California Health & Safety Code Section 11362.5. For purposes of this ordinance, qualified patient shall include a person with an identification card, as that

term is defined by California Health and Safety Code Section 11362.7 et seq.

(x) "Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number.

(y) "Person with an identification card" shall have the meaning given that term by California Health and Safety Code Section 11362.7.

(z) "State License" means a permit or license issued by the State of California, or one of its departments or divisions, under MCRSA to engage in medical marijuana activity.

(aa) "Topical cannabis" means a product intended for external use. A topical cannabis product is not considered a drug as defined by Section 109925 of the California Health and Safety Code.

(bb) "Testing laboratory" means a facility, entity, or site that offers or performs tests of medical cannabis or medical cannabis products and that is both of the following:

(1) Accredited by an accrediting body that is independent from all other persons involved in the medical cannabis industry in the state.

(2) Registered with the State Department of Public Health.

(cc) "Transport" means the transfer of medical cannabis or medical cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting medical marijuana activity authorized by the MCRSA.

(dd) "Transporter" means a person authorized to transport medical cannabis or medical cannabis products in amounts authorized by the State of California, or by one of its departments or divisions under the MCRSA.

9.22.030. Medical Marijuana Business Permits Required for Owner/Operator; Medical Marijuana Work Permit Required for Employees.

A. Medical Marijuana Business Permit Required to Engage in Medical Marijuana Business.

(a) No person may engage in any medical marijuana business or in any medical marijuana activity within the City of Nevada City including cultivation, manufacture, processing, laboratory testing, transporting, dispensing,

distribution, or sale of medical cannabis or a medical cannabis product unless the person (1) has a valid medical marijuana business permit from the City of Nevada City and (2) is currently in compliance with all applicable state and local laws and regulations pertaining to the medical marijuana business and the medical marijuana business activities, including the duty to obtain any required state licenses.

(b) Until Health & Safety Code Section 11362.775, subdivision (a), is repealed, the City intends that persons eligible to operate collectives or cooperatives under that subdivision shall be eligible to apply for a City permit to conduct medical marijuana activities, but only to the degree those activities are authorized under state law for collectives and cooperatives. When the Health & Safety Code Section 11362.775, subdivision (a), is repealed, or as soon as collectives and cooperatives are no longer permitted under state law, any City permit holder operating as a collective or cooperative who has not already obtained a state license for the medical marijuana business activities they are engaged in shall automatically forfeit his or her City medical marijuana business permit. At that point they shall no longer be authorized to engage in any medical marijuana activities in the City until they obtain both a City issued medical marijuana business permit and a state license for that medical marijuana activity.

B. Medical Marijuana Employee Permit Required.

1. Any person who is an employee or who otherwise works or volunteers within a medical marijuana business must be legally authorized to do so under applicable state law. Employees, workers, or volunteers at a business that is permitted by the City of Nevada City as a medical marijuana dispensary operating pursuant to Health & Safety Code section 11362.775 (a) as a collective or cooperative until that subsection is repealed must be qualified patients or primary caregivers as required by state law.

2. Any person who is an employee or who otherwise works or volunteers within a medical marijuana business must obtain a medical marijuana employee work permit from the City prior to performing any work at any medical marijuana business.

3. Applications for medical marijuana employee work permits shall be developed and made available by the City Manager, and shall include, but not be limited to, the following information:

(1) Name, address, and phone number of the applicant;

(2) Age and verification of applicant. A copy of birth certificate or other proof that the applicant is at least eighteen (18) years of age must be submitted with the application;

(3) Name, address of the medical marijuana businesses where the person will be employed, and the name of the primary manager of that business;

(4) A list of any crimes for which the applicant has been convicted;

(5) Name, address, and contact person for any previous employers from which the applicant was fired, resigned, or asked to leave and the reasons for such dismissal or firing;

(6) The application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the City Manager or his/her designee(s)

(7) A signed statement under penalty of perjury that the information provided is true and correct.

(8) If applicable, verification that the applicant is a qualified patient or primary caregiver.

(9) A fee paid in an amount set by resolution of the City Council in an amount necessary to cover the costs of administering the employee work permit programs. The fee is non-refundable and shall not be returned in the event the work permit is denied or revoked.

4. The City Manager or his or her designee shall review the application for completeness, shall conduct a background check to verify the criminal record, and shall contact previous employers from which the applicant was fired, resigned in order to determine whether the applicant was convicted of a crime or left a previous employer for reasons that show the applicant:

(a) Is dishonest or untrustworthy; or

(b) Was convicted of a felony, a violent crime, or crime of moral turpitude.

Discovery of these facts showing that the applicant is dishonest or untrustworthy or has been convicted of those types of crimes are grounds for denial of the permit.

5. The City Manager shall issue the medical marijuana work permit or a written denial to the applicant within ninety (90) days of the date the application was deemed complete.

6. A work permit shall be valid for a twelve (12) month period and must be renewed on an annual basis. Renewal applications shall contain all the information

required for initial applications, including the payment of a renewal application fee in an amount to be set by resolution of the City Council.

7. In the event a person changes employment from one medical marijuana business in the City to another, the work permit holder shall notify the City Manager or his/her designee(s) in writing of the change within ten (10) days, or the work permit shall be suspended or revoked and such person shall not be permitted to work at any medical marijuana business in the City.

8. The City may immediately revoke the medical marijuana work permit should the permit holder be convicted of a crime listed in subsection (c) above or if facts become known to the City Manager or his/her designee that the permit holder has engaged in activities showing that the he or she is dishonest or untrustworthy.

9. The City Manager or his/her designee(s) is hereby authorized to promulgate all regulations necessary to implement the work permit process and requirements.

10. The applicant may appeal the denial or revocation of a medical marijuana work permit by filing a notice of appeal with the City Clerk within ten (10) days of the date the applicant received the notice of denial, which appeal shall be conducted as set forth in Section 9.22.060 entitled “Appeals” of this Chapter.

11. The City Manager or his or her designee shall issue a permit in the form of a personal identification card that can be worn by the employee. The personal identification card shall be worn approximately chest-high on their outermost garment, in a prominent and visible location. The identification card shall be maintained in good and readable condition at all times.

9.22.040. MEDICAL MARIJUANA DISPENSARIES

The City may authorize one (1) medical marijuana dispensary to operate within the City of Nevada City. The medical marijuana dispensary must obtain a medical marijuana business permit from the City before commencing operations, must be in compliance with all applicable state and federal laws pertaining to its operation, including obtaining all necessary licenses from the state, and shall comply with all applicable operational and zoning requirements set forth in the Nevada City Municipal Code. Nothing in this Chapter creates a mandate that the City Council must issue a medical marijuana business permit to a medical marijuana dispensary.

9.22.050. Application for Medical Marijuana Business Permit: Renewal Applications; and Effect of Revocation or Suspension of State License.

A. Initial Application Procedure.

(1) The City Council shall adopt by resolution the procedures which will govern the application process, and the manner in which the decision will ultimately be made regarding the issuance of any medical marijuana business permit(s). The resolution shall authorize the City Manager or his or her designee to prepare the necessary forms, adopt any necessary rules, regulations and processes, solicit applications, conduct initial evaluations of the applicants, and to ultimately provide a final recommendation to the City Council.

(2) At the time of filing, each applicant shall pay an application fee established by resolution of the City Council, to cover all costs incurred by the City in the application process.

(3) After the initial review the City Manager or his designee will make a recommendation to the City Council, and the City Council shall make a final determination in accordance with the selection procedure set forth in the Resolution adopted by the City Council.

(4) THE CITY'S RESERVATION OF RIGHTS:

The City reserves the right to reject any or all applications. The City may also modify, postpone, or cancel any request for applications, or the entire program under this Chapter, at any time without liability, obligation, or commitment to any party, firm, or organization. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Chapter, may be cancelled at any time prior to permit issuance. The City further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to any other justification provided a failure to comply with other requirements in this Chapter, an application RISKS BEING REJECTED for any of the following reasons:

(1) Proposal received after designated time and date.

(2) Proposal not containing the required elements, exhibits, nor organized in the required format.

(3) Proposal considered not fully responsive to this request for permit application.

(4) Proposal contains excess or extraneous material not called for in the request for permit application.

B. Expiration of Medical Marijuana Business Permits. Each medical marijuana business permit issued pursuant to this Chapter shall expire twelve (12) months after the

date of its issuance. Medical marijuana permits may be renewed as provided in subsection D below.

C. Revocation of Permits. Medical Marijuana Business Permits may be revoked for any violation of any law and/or any rule, regulation and/or standard adopted pursuant to this Chapter 9.22.

D. Renewal Applications.

(1) An application for renewal of a medical marijuana business permit shall be filed at least sixty (60) calendar days prior to the expiration date of the current permit.

(2) The renewal application shall contain all the information required for new applications.

(3) The applicant shall pay a fee in an amount to be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer the program created under this Chapter.

(4) An application for renewal of a medical marijuana business permit shall be rejected if any of the following exists:

(a) The application is filed less than sixty (60) days before its expiration.

(b) The medical marijuana business permit is suspended or revoked at the time of the application.

(c) The medical marijuana business has not been in regular and continuous operation in the four (4) months prior to the renewal application.

(d) The medical marijuana business has failed to conform to the requirements of this Chapter, or of any regulations adopted pursuant to this Chapter.

(e) The permittee fails or is unable to renew its State of California license.

(f) If the City or state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of this Chapter, of the City's Municipal Code, or of the state rules and regulations, and the City or state has determined that the violation is grounds for termination or revocation of the medical marijuana business permit.

(5) The City Manager or his designee is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the City Manager or his designee is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the City Manager or his designee shall be handled pursuant to Section 9.22.060 entitled "Appeals."

(6) If a renewal application is rejected, a person may file a new application pursuant to this Chapter no sooner than one (1) year from the date of the rejection.

E. Effect of state license suspension, revocation, or termination.

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a medical marijuana business to operate within the City, until the State of California, or its respective department or division, reinstates or reissues the State license. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a medical marijuana business, such revocation or termination shall also revoke or terminate the ability of a medical cannabis business to operate within the City of Nevada City.

9.22.060. Appeals.

A. Appeals from Decisions of the City Manager or his Designee under this Chapter. Unless specifically provided elsewhere to the contrary, whenever an appeal is provided for in this Chapter from a decision of the City Manager or his or her designee, the appeal shall be conducted as prescribed in this Section.

B. Written request for Appeal.

(1) Within ten (10) calendar days after the date of a decision of the City Manager or his designee(s) to revoke, suspend or deny a permit, or to add conditions to a permit, an aggrieved party may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision was not proper.

(2) At the time of filing the appellant shall pay the designated appeal fee, established by resolution of the City Council from time to time.

C. Appeal Hearing.

(1) Upon receipt of the written appeal, the City Clerk shall set the matter for a hearing before the City Council. The City Council shall hear the matter de

novo, and shall conduct the hearing pursuant to the procedures set forth by the City.

(2) The appeal shall be held within a reasonable time after the filing the appeal, but in no event later than ninety (90) days from the date of such filing. The City shall notify the appellant of the time and location at least ten (10) days prior to the date of the hearing.

(3) At the hearing the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing.

(4) At the conclusion of the hearing the City Council may affirm, reverse or modify the decision appealed. The decision of the City Council shall be final.

9.22.070. Permittee Selection Process.

A. Selection and Review of Finalists.

(1) The City Council shall adopt by resolution a procedure by which the top three applicants applying for a medical marijuana business to operate a medical marijuana dispensary in the City will be presented to the City Council for a final determination at a public hearing.

(2) The top three finalists shall be invited to attend the City Council meeting, where they will be expected to make a public presentation introducing their team and providing an overview of their proposal. In order to provide adequate time, presentations may be divided over more than one meeting over multiple days as determined to be necessary.

(3) At least ten (10) days prior to the hearing, notice of the hearing shall be sent to all property owners located within three hundred (300) feet of the proposed business locations of each of the finalists to be considered by the City Council.

(4f) The City Council shall rank the final three candidates and shall select the top candidate, which candidate shall become the prevailing candidate. The City Council's decision as to the selection of the prevailing candidate shall be final.

(5) Official issuance of the medical marijuana business permit to the medical marijuana dispensary, however, is conditioned upon the prevailing candidate obtaining all required land use approvals. Following the Council's selection, the prevailing candidate shall apply to the City's planning department to obtain any required land use approvals or entitlements for

the permittee's location, if any. Land use approvals shall include compliance with all applicable provisions of the California Environmental Quality Act (CEQA). The City Manager shall formally issue the medical marijuana business permit once the City Manager and Chief of Police have both affirmed that all of the required land use approvals have been obtained.

(6) Issuance of a medical marijuana business permit does not create a land use entitlement. The medical marijuana business permit shall only be for a term of twelve (12) months, and shall expire at the end of the twelve (12) month period unless it is renewed as provided herein. Furthermore, no permittee may begin operations, notwithstanding the issuance of a permit, unless all of the state and local laws and regulations, including but not limited to the requirements of this Chapter and of the permit, have been complied with.

(7) Notwithstanding anything in this Chapter to the contrary, the City Council reserves the right to reject any or all applications if it determines it would be in the best interest of the City, taking into account any health, safety and welfare impacts on the community. Applicants shall have no right to a medical marijuana business permit until a permit is actually issued, and then only for the duration of the permit's term. Each applicant assumes the risk that, at any time prior to the issuance of a permit, the City Council may terminate or delay the program created under this Chapter.

(8) If an application is denied, a new application may not be filed for one (1) year from the date of the denial.

(9) A person granted a medical marijuana business permit shall be required to pay the permit fee established by resolution of the City Council, to cover the costs of administering the medical marijuana business permit program created in this Chapter.

B. Prohibition on Transfer of Medical Marijuana Business Permits.

1. No person may transfer ownership or control of a medical marijuana business or transfer any medical marijuana business permit issued under this Chapter. Medical marijuana business permits are not a property right, and permittees have no economic interest in any permit issued to them. Permittees have no right to sell or transfer a medical marijuana business permit to another party, or to have the City Council consider whether they should authorize the transfer of a medical marijuana business permit to another party. Any attempt to transfer ownership of a medical marijuana business or of a medical marijuana business permit shall render the medical marijuana business permit void.

2. Any attempt to transfer a medical marijuana business permit or a medical marijuana business shall result in the medical marijuana business permit being declared immediately revoked and/or it is void and no longer of any effect.

3. In any situation where a permit has been lost as a result of an attempted transfer of the medical marijuana business permit or of the medical marijuana business, or as a result of the abandonment or revocation of the permit, any new permit shall be issued using the standard process for the issuance of permits in the first instance. No preference shall be given to any person proposed as new owner or assignee by the former permit holder. In such case, prior to accepting any new applications, the City shall post the availability of the medical marijuana business permit at issue on the City's website. The City Manager or his/her designee may take other actions to help ensure the broadest pool of applicants for the new permit.

9.22.080. Requirements Before Permittee May Commence Operations.

A. City Business License. Prior to commencing operations a medical marijuana business shall obtain a City of Nevada City business license.

B. Building Permits and Inspection. Prior to commencing operations a medical marijuana business shall be subject to a mandatory building inspection, and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), fire department approvals, Health Department approvals and other zoning and land use permit(s) and approvals.

C. Certification from Planning Director. Prior to commencing operations, a medical marijuana business must obtain a certification from the Planning Director certifying that the business is located on a site that meets all of the requirements of the City's Zoning and Municipal Code, including Chapter 17.142 (Medical Marijuana Uses and Activities).

D. Right to Occupy and to Use Property. As a condition precedent to the City's issuance of a medical marijuana business permit pursuant to this Chapter, any person intending to open and to operate a medical marijuana business shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from another person, the applicant shall be required to provide a signed and notarized statement from the owner of the property, acknowledging that the property owner has read this Chapter and consents to the operation of the medical marijuana business on the owner's property.

E. Limitations on City's Liability. To the fullest extent permitted by law, the City of Nevada City shall not assume any liability whatsoever with respect to having issued a medical marijuana business permit pursuant to this Chapter or otherwise approving the operation of any medical marijuana business. As a condition to the approval of any medical marijuana business permit, the applicant shall be required to meet all of the following conditions before they can receive the medical marijuana business permit:

(1) They must execute an agreement, in a form approved by the city attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City of Nevada City, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the City's issuance of the medical marijuana business permit, the City's decision to approve the operation of the medical marijuana business or activity, to process used by the City in making its decision, or the alleged violation of any federal, state or local laws by the medical marijuana business or any of its officers, employees or agents.

(2) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the city attorney.

(3) Reimburse the City of Nevada City for all costs and expenses, including but not limited to attorney fees and costs and court costs, which the City of Nevada City may be required to pay as a result of any legal challenge related to the City's approval of the applicant's medical marijuana business permit, or related to the City's approval of a medical marijuana activity. The City of Nevada City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

9.22.090. Operating Requirements for Medical Marijuana Dispensaries.

A. Records and Recordkeeping.

(1) Each owner and operator of a medical marijuana dispensary shall maintain accurate books and records, detailing all of the revenues and expenses of the dispensary, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a medical marijuana business permit issued pursuant to this Chapter), or at any time upon reasonable request of the City, each medical marijuana dispensary shall file a sworn statement detailing the number of sales by the medical marijuana dispensary during the previous twelve month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid.

(2) Each owner and operator of a medical marijuana dispensary shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the medical marijuana dispensary, and separately of all the officers, managers, employees, agents and volunteers currently employed

or otherwise engaged by the medical marijuana dispensary. The register required by this paragraph shall be provided to the City Manager or his/her designee(s) upon a reasonable request.

(3) Each medical marijuana dispensary shall maintain a record of all persons, patients, collectives and primary caregivers served by the medical marijuana dispensary, for a period of no less than four (4) years.

(4) Medical marijuana dispensaries shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until purchase by or distribution to a qualified patient or primary caregiver.

(5) Subject to any restrictions under the Health Insurance Portability and Accountability Act (HIPPA) regulations, each medical marijuana dispensary shall allow City of Nevada City officials to have access to the dispensary's books, records, accounts, together with any other data or documents relevant to its permitted medical marijuana activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the City's request, unless otherwise stipulated by the City.

B. Security Measures.

(1) A permitted medical marijuana dispensary shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing medical cannabis or medical cannabis products, and to deter and prevent the theft of medical cannabis or medical cannabis products at the medical marijuana dispensary. Except as may otherwise be determined by the City Manager or his/her designee(s), these security measures shall include, but shall not be limited to, all of the following:

(a) Preventing individuals from remaining on the premises of the medical marijuana dispensary if they are not engaging in an activity directly related to the permitted operations of the medical marijuana dispensary.

(b) Establishing limited access areas accessible only to authorized medical marijuana dispensary personnel.

(c) All medical cannabis and medical cannabis products shall be stored in a secured and locked room, safe, or vault. All medical cannabis and medical cannabis products, shall be kept in a manner as to

prevent diversion, theft, and loss, except for limited amounts of cannabis used for display purposes or for immediate sale at a dispensary.

(d) Installing 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the medical marijuana dispensary which are open and accessible to the public, and all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis. The medical marijuana dispensary shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the City Manager or his/her designee(s), and the City's Police Department at all times, and that it is compatible with the City's software and hardware. In addition, remote and real-time, live access to the video footage from the cameras shall be provided to the City Manager or his/her designee(s) and to the City's police department. Video recordings shall be maintained for a minimum of forty-five (45) days, and shall be made available to the City Manager or his designee upon request.

(e) Sensors shall be installed to detect entry and exit from all secure areas.

(f) Panic buttons shall be installed in all medical marijuana dispensaries.

(g) Having a professionally installed, maintained, and monitored alarm system.

(h) Any bars installed on the windows or the doors of the medical marijuana dispensary shall be installed only on the interior of the building.

(i) Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager or his/her designee(s), with such approval not to be unreasonably withheld.

(j) Each medical marijuana dispensary shall have the capability to remain secure and operational during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

(k) Entrances into the dispensary shall be locked at all times with entry strictly controlled. A “buzz-in” electronic/mechanical entry system shall be utilized to limit access to and entry to the dispensary, to separate it from the reception/lobby area. Individuals must show their cannabis card in order to gain access into the dispensary.

(l) Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities.

(2) A medical marijuana dispensary shall identify a designated security representative/liaison to the City of Nevada City, who shall be reasonably available to meet with the City Nevada City or his/her designee regarding any security related measures or and operational issues.

(3) The medical marijuana dispensary shall cooperate with the City whenever the City Manager or his designee makes a request, upon reasonable notice to the medical marijuana dispensary, to inspect or audit the effectiveness of any security plan or of any other requirement of this Chapter.

(4) A medical marijuana dispensary shall notify the City Manager or his/her designee(s) within twenty-four (24) hours after discovering any of the following:

(a) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Manager or his/her designee.

(b) Diversion, theft, loss, or any criminal activity involving the medical marijuana dispensary or any agent or employee of the medical marijuana dispensary.

(c) The loss or unauthorized alteration of records related to cannabis, registering qualifying patients, primary caregivers, or employees or agents of the medical marijuana dispensary.

(d) Any other breach of security.

C. Storage and Transportation Plan. As part of the application and permitting process a medical marijuana dispensary shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, and any currency.

D. Restriction on Alcohol Sales.

No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the medical marijuana dispensary.

E. Compliance with Laws.

It is the responsibility of the owners and operators of the medical marijuana dispensary to ensure that it is, at all times, operating in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder. Nothing in this Chapter shall be construed as authorizing any actions which violate state law or local law with respect to the operation of a medical marijuana dispensary. It shall be the responsibility of the owners and the operators of the medical marijuana dispensary to ensure that the medical marijuana dispensary is, at all times, operating in a manner compliant with all applicable state and local laws, the 2008 Attorney General Guidelines, any subsequently enacted state law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the medical marijuana business permit. Nothing in this Chapter shall be construed as authorizing any actions which violate state law with regard to the operation of a medical marijuana dispensary.

F. Fees, Charges and Taxes.

(1) No person may commence or continue any medical marijuana activity in the City, without timely paying in full all fees, charges, and any applicable taxes required for the operation of a medical marijuana business. Fees and charges associated with the operation of a medical marijuana activity shall be established by resolution of the City Council which may be amended from time to time.

(2) A medical marijuana dispensary authorized to operate under this Chapter shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state and local law. Medical marijuana dispensaries shall cooperate with City with respect to any reasonable request to audit the medical marijuana dispensary's books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.

G. Miscellaneous Operating Requirements.

(1) Hours of Operation. Medical marijuana dispensaries may be open for access to the public only between the hours of 8:00 A.M. and 8:00 P.M. Monday through Sunday.

(2) Restriction on Consumption. Cannabis shall not be consumed on the premises of any medical marijuana dispensary or elsewhere in the City of Nevada City other than within private residences.

(3) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a medical marijuana dispensary, or on any of the vehicles owned or used as part of the medical marijuana dispensary. No outdoor storage of cannabis or cannabis products is permitted at any time.

(4) Reporting and Tracking of Product and of Gross Sales. Each medical marijuana dispensary shall have in place a point-of-sale tracking system to track and report on all aspects of the medical marijuana dispensary including, but not limited to, such matters as cannabis tracking, inventory data, and gross sales (by weight and by sale). The medical marijuana dispensary shall ensure that such information is compatible with the City's record-keeping systems. The system must have the capability to produce historical transactional data for review by the City Manager or his/her designee.

(5) All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.

(6) There shall not be a physician located in or on the grounds of any medical marijuana dispensary at any time for the purpose of evaluating patients for the issuance of a medical marijuana prescription or card.

(7) Prior to dispensing cannabis or cannabis products to any person, the medical marijuana dispensary shall obtain verification from the recommending physician that the person requesting cannabis or cannabis products is a qualified patient.

(8) Emergency Contact. Each medical marijuana dispensary shall provide the City Manager or his/her designee(s) and the Chief of Police with the name, telephone number (mobile preferred, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.

(9) Signage and Notices.

(a) In addition to the requirements otherwise set forth in this section, business identification signage for a medical marijuana dispensary shall conform to the requirements of the Nevada City Municipal Code, including, but not limited to, seeking the issuance of a City sign permit.

(b) No signs placed on the premises of a medical marijuana dispensary shall obstruct any entrance or exit to the building or any window.

(c) Each entrance to a medical marijuana dispensary shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the medical marijuana dispensary is prohibited.

(d) Business identification signage shall be limited to that needed for identification only, and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No medical marijuana dispensary shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the medical marijuana dispensary or elsewhere including, but not limited to, the public right-of-way.

(e) Signage shall not be directly illuminated, internally or externally. No banners, flags, billboards or other prohibited signs may be used at any time.

(f) Holders of medical marijuana business permits agree that, as an express and ongoing condition of permit issuance and subsequent renewal, the holder of the permit shall be prohibited from advertising any medical marijuana business located in the City of Nevada City utilizing a billboard (fixed or mobile), bus shelter, placard, aircraft, or other similar forms of advertising, anywhere in the state. This paragraph is not intended to place limitations on the ability of a medical marijuana business to advertise in other legally authorized forms, including on the internet, in magazines, or in other similar ways.

(10) Minors.

(a) Persons under the age of eighteen (18) years shall not be allowed on the premises of a medical marijuana dispensary and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this Chapter for any person to employ any person at a medical marijuana dispensary who is not at least eighteen (18) years of age.

(b) The entrance to the medical marijuana dispensary shall be clearly and legibly posted with a notice that no person under the age of eighteen (18) years of age is permitted to enter upon the premises of the medical marijuana dispensary.

(c) Owners and Operators are required to verify the age and the necessary documentation of each customer to ensure the customer is not under the age of eighteen (18) years, and to verify that the potential customer has a valid doctor's recommendation.

(11) Odor Control. Odor control devices and techniques shall be incorporated in all medical marijuana dispensaries to ensure that odors from marijuana are not detectable off-site. Medical marijuana dispensaries shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the medical marijuana dispensary that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the medical marijuana dispensary. As such, a medical marijuana dispensary must install and maintain the following equipment, or any other equipment which the City Manager or his/her designee(s) determine is a more effective method or technology:

(1) an exhaust air filtration system with odor control that prevents internal odors from being emitted externally. The dispensary applicant shall provide a statement from the exhaust air filtration manufacturer that the system has been designed to achieve the above standard based on the specific building size and layout;

(2) An air system that creates negative air pressure between the medical marijuana dispensary's interior and exterior, so that the odors generated inside the medical marijuana dispensary are not detectable on the outside of the medical marijuana dispensary. The dispensary applicant shall provide a statement from the air system manufacturer that the system has been designed to achieve the above standard based on the specific building size and layout

(12) Display of Permit and City Business License. The original copy of the medical marijuana business permit issued by the City pursuant to this Chapter and the City issued business license shall be posted inside the medical marijuana dispensary in a location readily-visible to the public.

(13) Background Check. Every person listed as an owner, manager, supervisor or employee of the medical marijuana dispensary must submit fingerprints and other information deemed necessary by the City Manager or his/her designee(s) for a background check by the Nevada City Police Department. No person shall be issued a permit to operate a medical marijuana dispensary or a related work permit unless they have first cleared the

background check, as determined by the Chief of Police, as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City of Nevada City to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a medical marijuana business permit is submitted. The applicant(s) shall provide an initial deposit in an amount the City Manager or his/her designee(s) estimates will cover the cost of the background investigation, which shall be used and drawn upon as a retainer to cover the actual costs of such investigation. If this amount is not sufficient, the applicant shall provide additional amounts that are necessary and if the applicant is unable to provide the additional amounts necessary to complete the investigation, the investigation shall cease and shall not continue until such additional amounts are paid. Upon completion of the investigation or in the event the applicant withdraws their application, any fees paid for this process will be deemed non-refundable.

(14) Loitering. The owner and/or operator of a medical marijuana dispensary shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises of the business.

(15) Permits and other Approvals. Prior to the establishment of any medical marijuana dispensary or the operation of any such business, the person intending to establish a medical marijuana dispensary must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such medical marijuana dispensary intends to establish and to operate.

(16) If a medical marijuana dispensary permittee is operating as a collective or cooperative under Health and Safety Code Section 11362.775, subdivision (a), members of the applicant authorized to possess cannabis shall sign an agreement with the medical marijuana dispensary which states that members shall not distribute cannabis or cannabis products to non-members or in violation of the “Memorandum for all United States Attorneys,” issued by the United States Department of Justice, from James M. Cole, Deputy Attorney General and any other applicable state and federal laws, regulations, or guidelines.

(17) If the medical marijuana dispensary permittee is operating as a collective or cooperative under Health and Safety Code Section 11362.775, subdivision (a), the medical marijuana dispensary shall terminate the membership of any member violating any of the provisions of this Chapter.

(18) Dispensaries may have on-site, in the retail sales area of the dispensary, only that quantity of cannabis and cannabis products reasonably anticipated to meet the daily demand readily available for sale.

(19) All restroom facilities shall remain locked and under the control of management.

H. The City Manager or his/her designee may develop other medical marijuana dispensary operational requirements or regulations as are determined to be necessary to protect the public health, safety and welfare.

9.22.100 Application of Chapter; Other Legal Duties.

A. Promulgation of Regulations and Standards.

(1) In addition to any regulations adopted by the City Council, the City Manager or his/her designee is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of medical marijuana business permits, the ongoing operation of a medical marijuana dispensary and the City's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Chapter.

(2) Regulations shall be published on the City's website.

(3) Regulations promulgated by the City Manager shall become effective upon date of publication. A medical marijuana dispensary shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager or his designee.

B. Community Relations.

(1) Each medical marijuana dispensary shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the medical marijuana dispensary can be provided. Each medical marijuana dispensary shall also provide the above information to all businesses and residences located within one hundred (100) feet of the medical marijuana dispensary property and shall provide opportunity for those businesses and residents within one hundred (100) feet to visit and to tour the medical marijuana dispensary at least once on a mutually convenient date and time. Any additional request shall be at the sole discretion of the dispensary operator.

(2) During the first year of operation pursuant to this Chapter, the owner, manager, and community relations representative from the medical marijuana dispensary holding a permit issued pursuant to this Chapter shall attend a quarterly meeting with the City Manager or his/her designee(s) to

discuss costs, benefits, and other community issues arising as a result of implementation of this Chapter. After the first year of operation, the owner, manager, and community relations representative from the medical marijuana dispensary shall meet with the City Manager or his/her designee(s) when and as requested by the City Manager or his/her designee(s).

(3) The medical marijuana dispensary to which a permit is issued pursuant to this Chapter shall develop and make available to youth organizations and educational institutions a public education plan that outlines the risks of youth addiction to marijuana, and that identifies resources available to youth related to drugs and drug addiction.

C. Fees Deemed Debt to City of Nevada City.

The amount of any fee, cost or charge imposed pursuant to this Chapter shall be deemed a debt to the City of Nevada City that is recoverable via an authorized administrative process as set forth in the Municipal Code, or in any court of competent jurisdiction.

D. Permit Holder Responsible for Violations.

The person to whom a permit is issued pursuant to this Chapter shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of Nevada City, whether committed by the permittee or any employee or agent of the permittee, which violations occur in or about the premises of the medical marijuana business whether or not said violations occur within the permit holder's presence.

E. Inspection and Enforcement.

(1) The City Manager or his/her designee(s) are charged with enforcing the provisions of the Nevada City Municipal Code, or any provision thereof, may enter the location of a medical marijuana business at any time during the hours of operation without notice, and inspect the location of any medical marijuana business as well as any recordings and records required to be maintained pursuant to this Chapter or under applicable provisions of State law.

(2) It is unlawful for any person having responsibility over the operation of a medical marijuana dispensary, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a medical marijuana dispensary under this Chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be

maintained by a medical marijuana business under this Chapter or under state or local law.

(3) The City Manager or his/her designee(s) charged with enforcing the provisions of this Chapter may enter the location of a medical marijuana dispensary at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City of Nevada City shall be logged, recorded, and maintained in accordance with Nevada City Police Department standards for evidence.

F. Concurrent Regulation with State. It is the stated intent of this Chapter to regulate medical marijuana activity in the City of Nevada City concurrently with the state of California.

9.22.110. Violations and Enforcement.

A. Violations declared a public nuisance.

Each and every violation of the provisions of this Chapter is hereby deemed unlawful and a public nuisance.

B. Each violation a separate offense.

Each and every violation of this Chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Nevada City Municipal Code. Additionally, as a nuisance per se, any violation of this Chapter shall be subject to injunctive relief, any permit issued pursuant to this Chapter being deemed null and void, disgorgement and payment to the City of any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of Nevada City may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the medical marijuana business or persons related to, or associated with, the medical marijuana activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the City Manager, his/her designee, or the Chief of Police, may take immediate action to temporarily suspend a medical marijuana business permit issued by the City, pending a hearing before the City Council.

C. Criminal Penalties. To the extent allowed by state law, any violation of this Chapter shall be a misdemeanor.

D. Remedies cumulative and not exclusive.

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.

SECTION 2. Chapter 17.142 (Medical Marijuana Businesses and Activity) of Title 17 of the Nevada City Municipal Code is enacted as follows:

Chapter 17.142 MEDICAL MARIJUANA BUSINESSES AND ACTIVITY

17.142.010. Purpose. The purpose of this part is to further fulfill the purposes and intents set forth in Chapter 9.22 of the Nevada City Municipal Code. No person shall operate a medical marijuana dispensary without first obtaining a City medical marijuana business permit and complying with all the requirements of Chapter 9.22 of the Nevada City Municipal Code and complying with all applicable state law requirements including obtaining a license or permit required by the state to operate a medical marijuana business.

17.142.020. Definitions. Unless otherwise provided herein, the terms used in this part shall have the meanings ascribed to them in Chapter 9.22 of the Nevada City Municipal Code.

17.142.030. Location of Medical Marijuana Dispensaries.

Medical marijuana dispensaries shall be permitted only as follows:

(a) In the Light Industrial (LI) Zones.

(b) No closer than six hundred (600) feet from any portion of any parcel in the City limits where a school, including a pre-school, a transitional kindergarten, or a K-12 school is located.

17.142.040. Other Medical Marijuana Businesses Prohibited.

All other types of medical marijuana businesses including those engaged in cultivation, manufacturing, testing facilities, distributors and transporting businesses are prohibited in all zones within the City.

17.142.050. Distances measured; Applicable properties.

The distance between parcels shall be the horizontal distance measured in a straight line from any property line of the sensitive use to the closest property line of the lot on which the medical marijuana business is to be located, without regard to any intervening structures. The distance requirements in this Chapter shall only be applicable with respect to properties located in the City's limits, unless otherwise required by state law. The distance requirements shall not be applicable with respect to any property located outside the City limits.

17.142.060. Certification from Planning Director. Prior to commencing operations, a medical marijuana dispensary must obtain a certification from the Planning Director certifying that the business is located on a site that meets all of the requirements of this Title.

SECTION 3. Chapter 17.48 of the Nevada City Municipal Code entitled "Light Industrial Zone," is hereby amended to include medical dispensaries as a permitted use, subject to the requirements of Chapter 17.142:

Chapter 17.48 LIGHT INDUSTRIAL ZONE

17.48.020. Principal Permitted Uses.

In the LI zone, the following uses are permitted:

A. Automobile and truck service stations and terminals;

B. Business services, including advertising, credit, bookkeeping, employment and similar agencies, business and management consultants, stenographic, duplicating, blueprinting, photocopying and messenger services;

C. Building materials sales yards;

D. Light construction and special trade contractors, offices and shops, ornamental iron works, and sheet metal shops;

E. Offices, administrative and executive;

F. Refrigerators, furnaces and water heaters, repairs and servicing;

G. Electrical transmission and/or substations;

H. Warehousing, except mini-storage, including storage of furniture and household goods, but excluding feed and grain when handled in bulk;

I. Public utility service yard or garage;

J. Light manufacturing uses and all uses allowed in the EC zone;

K. Artists' studios, craft workshops, and cabinet shops.

L. Emergency shelters.

M. Medical Marijuana Dispensaries pursuant to the provisions outlined in Chapter 17.142.

SECTION 4. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held invalid by a court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases, be declared invalid.

SECTION 5. Effective Date. This ordinance shall be in full force and effect commencing thirty (30) days after its final adoption and a summary hereof shall be published once within fifteen (15) days in the _____, a newspaper of general circulation printed and published in the County of Nevada and circulated in the City of Nevada City and hereby designated for that purpose by the City Council.

This Ordinance was introduced and read by title only on the __th day of _____, 2016 and was passed and adopted on this __th day of _____, 2016 by the following vote:

AYES:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
, Mayor

ATTEST:

_____
, City Clerk

APPROVED AS TO FORM:

_____
, City Attorney

STATE OF CALIFORNIA)
COUNTY OF NEVADA) ss.
CITY OF NEVADA CITY)

I, _____, City Clerk of _____, do hereby certify that the foregoing ordinance was introduced on the _____th day of _____, 2016, was regularly adopted at a meeting thereof on the ____th day of _____, 2016 and was published/posted pursuant to law.

_____
, City Clerk