

# City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

· Mayor Sean Lomen · Mayor Pro Tem Trinity Burruss  
Councilmembers · David Ackerman · Joe Fatula · Marnie Mendoza

---

## REGULAR MEETING AGENDA

May 26, 2021

Regular Session: 6:00PM

---

**This meeting will be held at Colfax City Hall, 33 South Main Street, along with an option to join via zoom if preferred:**

Join via ZOOM on a computer or mobile device by visiting

<https://us02web.zoom.us/j/81643549630>

Dial in by calling one of the numbers listed below and enter the Webinar ID:

816 4354 9630

1 (669) 900-6833

1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1 (301) 715-8592

Or join via Facebook Live on our City of Colfax page: City of Colfax California

Submit public comments to the City Clerk via email at [city.clerk@colfax-ca.gov](mailto:city.clerk@colfax-ca.gov), by mail to PO Box 702, Colfax CA 95713, or drop them off in the office at 33 S. Main Street, Colfax CA 95713 by 4pm on the day of the meeting.

Comments received will be submitted to Council and made part of the record.

**1 CLOSED SESSION (NO CLOSED SESSION)**

**2 OPEN SESSION**

2A. **Call Open Session to Order**

2B. **Pledge of Allegiance**

2C. **Roll Call**

2D. **Approval of Agenda Order**

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

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

**3 AGENCY REPORTS**

3A. **Placer County Sheriff**

3B. **CHP**

3C. **City of Colfax Volunteer Fire Department/PCFD**

**4 PRESENTATION (NO PRESENTATIONS)**

**5 PUBLIC HEARING (NO PUBLIC HEARING)**



Colfax City Council Meetings are ADA compliant. If you need special assistance to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

**May 26, 2021**

Page 1 of 3

## **6 CONSENT CALENDAR**

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

**Recommended Action: Approve Consent Calendar**

6A. **Minutes** (pages 4-7)

**Recommendation:** By Motion, approve the Colfax City Council minutes of 4/28/2021.

6B. **Cash Summary - April 2021** (pages 8-16)

**Recommendation:** Accept and File.

6C. **2020 Annual Housing Element Progress Report** (pages 17-20)

**Recommendation:** Adopt Resolution \_\_\_-2021 accepting the 2020 Annual Housing Element Progress Report and authorize staff to send the report to the State.

6D. **Rainbow Music Lease Renewal** (pages 21-29)

**Recommendation:** By Motion, authorize the City Manager to enter into a 1-year lease agreement with Rainbow Music for 99 Railroad Street Suite 4 with the bartering terms.

\*\*\* end of consent calendar \*\*\*

## **7 PUBLIC COMMENT**

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

## **8 COUNCIL AND STAFF**

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

8A. **Committee Reports and Colfax Informational Items – All Councilmembers**

8B. **City Operations Update – City Manager**

## **9 COUNCIL BUSINESS**

9A. **Council Technology Device Policy** (pages 30-32)

**Presentation:** Wes Heathcock, City Manager

**Recommendation:** Discuss and provide direction to staff.

## **10 GOOD OF THE ORDER**

*Informal statements, observation reports and inquiries regarding the business of the City may be presented by council members under this agenda item or requests for placement of items of interest on a future agenda. No action will be taken.*



## 11 ADJOURNMENT

---

I, Amy Lind, Interim City Clerk for the City of Colfax, declare that this agenda was posted at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>

*Amy M. Lind*

---

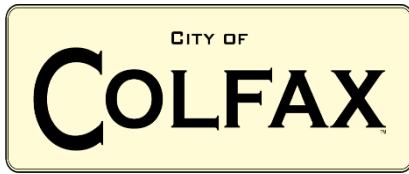
Amy Lind, Interim City Clerk

---

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

---





# City Council Minutes

Regular Meeting of Colfax City Council

Wednesday, April 28, 2021

City Hall Council Chambers

33 S. Main Street, Colfax CA & via Zoom Meetings

---

## **1 CLOSED SESSION** (No Closed Session)

## **2 OPEN SESSION**

### **2A. Call Open Session to Order**

Mayor Lomen called the open session to order at 6:02 PM

### **2B. Pledge of Allegiance**

City Manager Wes Heathcock led the Pledge of Allegiance

### **2C. Roll Call**

Present: Mendoza, Fatula, Ackerman, Burruss, Lomen

Absent: None

### **2D. Approval of Agenda Order**

By motion, accept the agenda as presented.

MOTION made by Mayor Lomen and seconded by Mayor Pro Tem Burruss and approved by the following roll call vote:

**AYES:** Mendoza, Fatula, Ackerman, Burruss, Lomen

**NOES:**

**ABSTAIN:**

**ABSENT:**

## **3 AGENCY REPORTS**

3A. Colfax Station Commander Sgt. Kevin Griffiths provided an update on calls in the area. He reminded the public that they should call the Sheriff Station or dispatch directly if there is an issue they can resolve.

3B. CAL FIRE Battalion Chief Eagan provided an update on the upcoming wildland training. Chief Eagan confirmed that the annual VFA 50/50 Grant has been submitted on behalf of the City for \$18,550.00 in requested funding. Burn permits will be required 5/1/2021. Chief Estes provided a quick update on pedestrian vs. train incident earlier in the day.

## **4 PRESENTATION** (no presentations)

## **5 PUBLIC HEARING** (no public hearing)

**6 CONSENT CALENDAR**

**6A. Cash Summary - March 2021**

**Recommendation:** Accept and File.

**6B. Quarterly Investment Report – Quarter ended 03/31/2021**

**Recommendation:** Accept and File.

**6C. 2021/22 Budget Process**

**Recommendation:** Information Only.

**6D. Minutes**

**Recommendation:** By Motion, approve the Colfax City Council minutes of 3/11/2021 and 3/24/2021.

**6E. South Auburn Street and Whitcomb Ave. – Best Western Hotel Offer of Dedication**

**Removed from consent calendar.**

**6F. Placer County Vehicle Miles Traveled Tool Recommendation:** By Resolution 21-2021, authorize the City Manager to Execute an Agreement with Placer County for the use of their Vehicle Miles Traveled Tool.

\*\*\* End of Consent Calendar \*\*\*

By MOTION, approve the consent calendar with the exception of 6E per Councilmember Fatula. MOTION made by Mayor Pro Tem Burruss and seconded by Councilmember Mendoza and approved by the following roll call vote:

**AYES:** Mendoza, Fatula, Ackerman, Burruss, Lomen

**NOES:**

**ABSTAIN:**

**ABSENT:**

**6E. South Auburn Street and Whitcomb Ave. – Best Western Hotel Offer of Dedication**

Councilmember Fatula asked City Manager Wes Heathcock to explain what the offer of dedication entails.

By Resolution 22-2021 Accept an Offer of Dedication for a portion of South Auburn Street and Whitcomb Avenue associated with the Best Western Hotel Project and directing the Recordation of the Offer of Dedication.

MOTION made by Councilmember Fatula and seconded by Mayor Pro Tem Burruss and approved by the following roll call vote:

**AYES:** Mendoza, Fatula, Ackerman, Burruss, Lomen

**NOES:**

**ABSTAIN:**

**ABSENT:**

## **7 PUBLIC COMMENT**

Mary Coleman commented on Facebook stating Colfax Drug Company is now giving COVID-19 vaccines.

## **8 COUNCIL AND STAFF**

- 8A. Mayor Pro Tem Burruss reported on the recent PCTPA meeting and the ride-share program that will be available to residents soon.
- 8B. City Manager Heathcock provided an update on the CDBG Subsistence Program Funding Award

## **9 COUNCIL BUSINESS**

9A. **Council Technology Device Policy**

**Presentation:** Wes Heathcock

**Recommendation:** Discussion Item; provide direction to staff.

Mayor Lomen opened the discussion of whether the City wants a technology expense for Council.

Mayor Pro Tem Burruss stated she feels each Councilmember should be responsible for their own technology expenses.

Councilmember Ackerman stated he is opposed to providing technology to Council. He hopes to be in person for meetings soon and not be so reliant on the technology.

Councilmember Fatula stated he already purchased one laptop for City business and would like to avoid another purchase on a laptop he can only use for City business. Fatula cited the need for Council to keep their personal devices separate from City business. He also suggested that it would cost more in staff time if Council requires staff to print all of their paperwork.

Mayor Pro Tem Burruss stated technology ages out and she would rather increase the Council stipends to aide in the technology expenses. She also asked why she received a W-2 instead of a 1099.

City Attorney Cabral confirmed that is an IRS requirement.

City Manager Heathcock suggested we could set up a computer at City Hall for Council to use, but the only available office is upstairs and not deemed ADA compliant.

Mayor Lomen asked Council if they would like further discussion or a vote.

Councilmember Mendoza inquired as to the cost of providing a laptop or cell phone to Council.

Mayor Pro Tem Burruss reiterated that the stipend should sufficient to purchase the necessary technology and would only be interested in adjusting stipends.

City Manager Heathcock reminded Council that purchasing phones or laptops would increase our IT

service costs as well.

City Attorney Cabral stated the maximum stipend allowed for a City of this size is \$300 per month per Councilmember.

Councilmember Ackerman stated he does not want to alter the budget and suggested a motion to not approve technology for Council.

Mayor Lomen suggested further discussion on the topic.

City Manager Heathcock stated he will look into the cost of the various technology options.

Mayor Pro Tem stated she would like to see the full scope cost before deciding.

## **9 GOOD OF THE ORDER**

Councilmember Mendoza asked the City to review and possibly increase Council stipends.

Councilmember Fatula discussed Pioneer Energy service and potential rate changes. He said as of now, Pioneer is more expensive to utilize.

Mayor Pro Tem Burruss reminded the public that the 3<sup>rd</sup> of July is being planned and will include a DJ, car show, soap box derby, bounce houses and hopefully fireworks.

Councilmember Mendoza suggested that the public support the 3<sup>rd</sup> of July efforts by contributing to the 3<sup>rd</sup> of July Go Fund Me page on Facebook.

Mayor Lomen reminded everyone that the City still needs the water tender purchase due to the loss of other apparatus. He would like to continue talks with Placer County regarding the fire service contract and what options the City has. The City of Colfax does not have the necessary equipment going into a very dry fire season.

City Manager Heathcock confirmed that the May 12, 2021 Council meeting has been cancelled.

## **10 ADJOURNMENT**

As there was no further business on the agenda, Mayor Lomen adjourned the meeting, by motion and without objection at 6:53 PM

Respectfully submitted to City Council this 26th day of May 2021.

---

Amy Lind, Interim City Clerk



# Staff Report to City Council

## FOR THE MAY 26, 2021 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Laurie Van Groningen, Finance Director  
**Subject:** Cash Summary - April 2021

*Budget Impact Overview:*

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
--------	---------	------------	---------	----------

**RECOMMENDED ACTION:** Accept and File.

### Summary/Background

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

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

The attached reports reflect an overview of the financial transactions of the City of Colfax in April 2021. Some monthly highlights are listed below:

- April revenues included:
  - Allocation for Sales Tax revenues reported/paid to the State for the month of February 2021 (two month lag).
  - Annual Franchise Fees – PG&E
  - Mitigation/Impact/Construction fees for Sierra Oaks (9 homes) and Shadowwood (2 homes) development projects.
- April expenditures included:
  - No significant expenses other than ongoing General operating expenditures
- Negative cash fund balances at the end of April are due to timing of funding allocations and reimbursements:
  - Fund 200 – Cannabis Application. Balance is negative due to SCI services for assistance with Council workshops and development of new ordinance. It is anticipated that this fund will be made whole with future application fees.
  - Fund 250 – Streets and Roads. This activity is funded by annual allocation from PCTPA, Gas taxes and General Fund transfer. Negative fund balance is typical until the end of the fiscal year. We have received the annual funding from PCTPA, the balance of Gas Tax and General Fund transfers will be allocated at the end of the fiscal year – June 30, 2021.
  - Fund 300 – FY2020-21 ADA Improvements at the Sheriff substation - project is budgeted (\$20K) to be a transfer from General Funds. Project currently on hold due to estimates



exceeding budgeted funding. Staff is reviewing project and evaluating what funds may be utilized to complete.

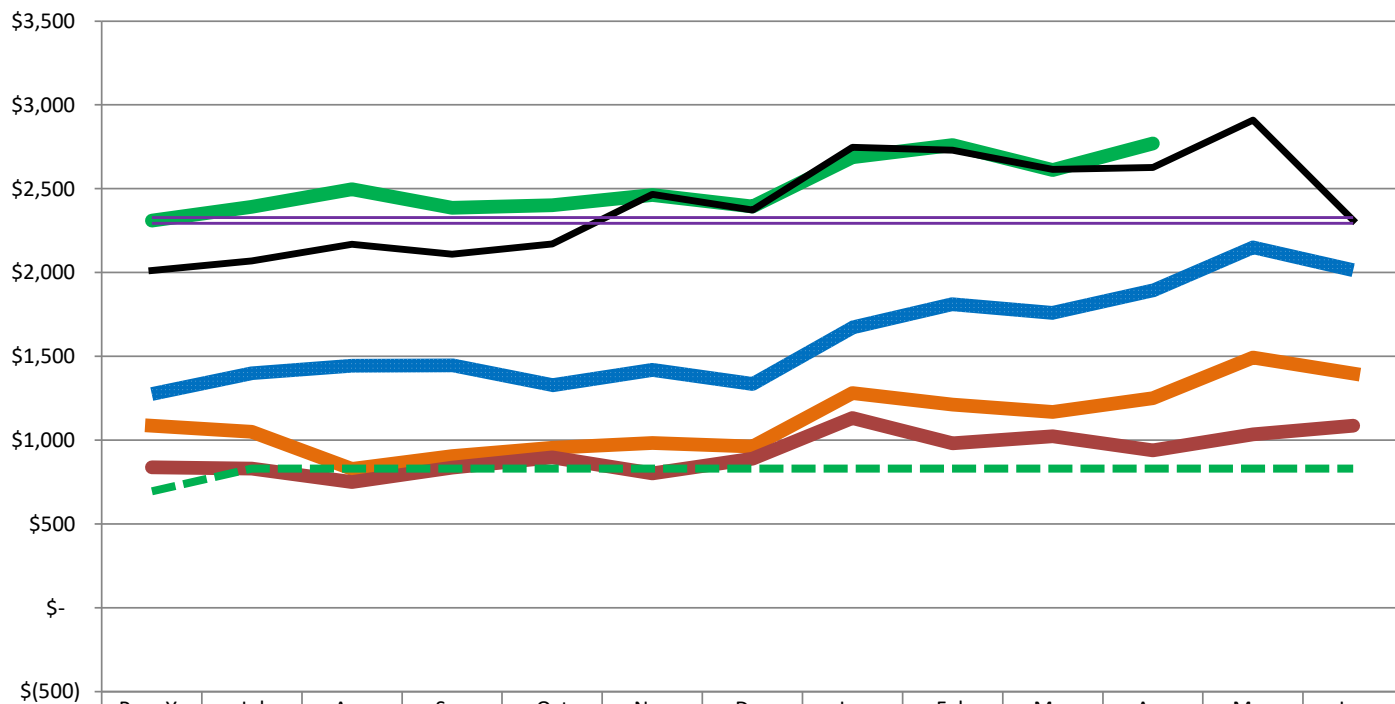
- Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – final funding of grant was anticipated in September but has been delayed into 2021 and is now estimated to be awarded before end of current quarter (June 30). CDBG approved start date of expenditures. Any unfunded expenditures would require allocation from General Fund.
- Fund 367 – SB2 Planning Grant – this is a reimbursable grant. First request for reimbursement was submitted in April 2021.
- Fund 573 – WWTP Planning Grant. This is a reimbursable grant with the State Water Board. Reimbursement for the quarter ended December 2020 was received in early April and the final reimbursement request was submitted at end of March.
- Fund 585 – Lift station #5 Force Main repair. Current expenditures include design work being performed by GHD (approved \$50K). Funding to be allocated from Fund 564 – Sewer Connections – allocation of funds will be made at design project completion. Future repair work estimated at \$165K.
- Anticipated revenues/expenditures for May include:
  - Revenues
    - Second allocation (45%) of annual property tax and delinquent sewer charges from Placer County.
    - Allocation for Sales Tax revenues reported/paid to the State for the month of March 2021 (two-month lag).
  - Expenditures
    - No expenditures outside normal operating expenses forecasted.

**Attachments:**

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

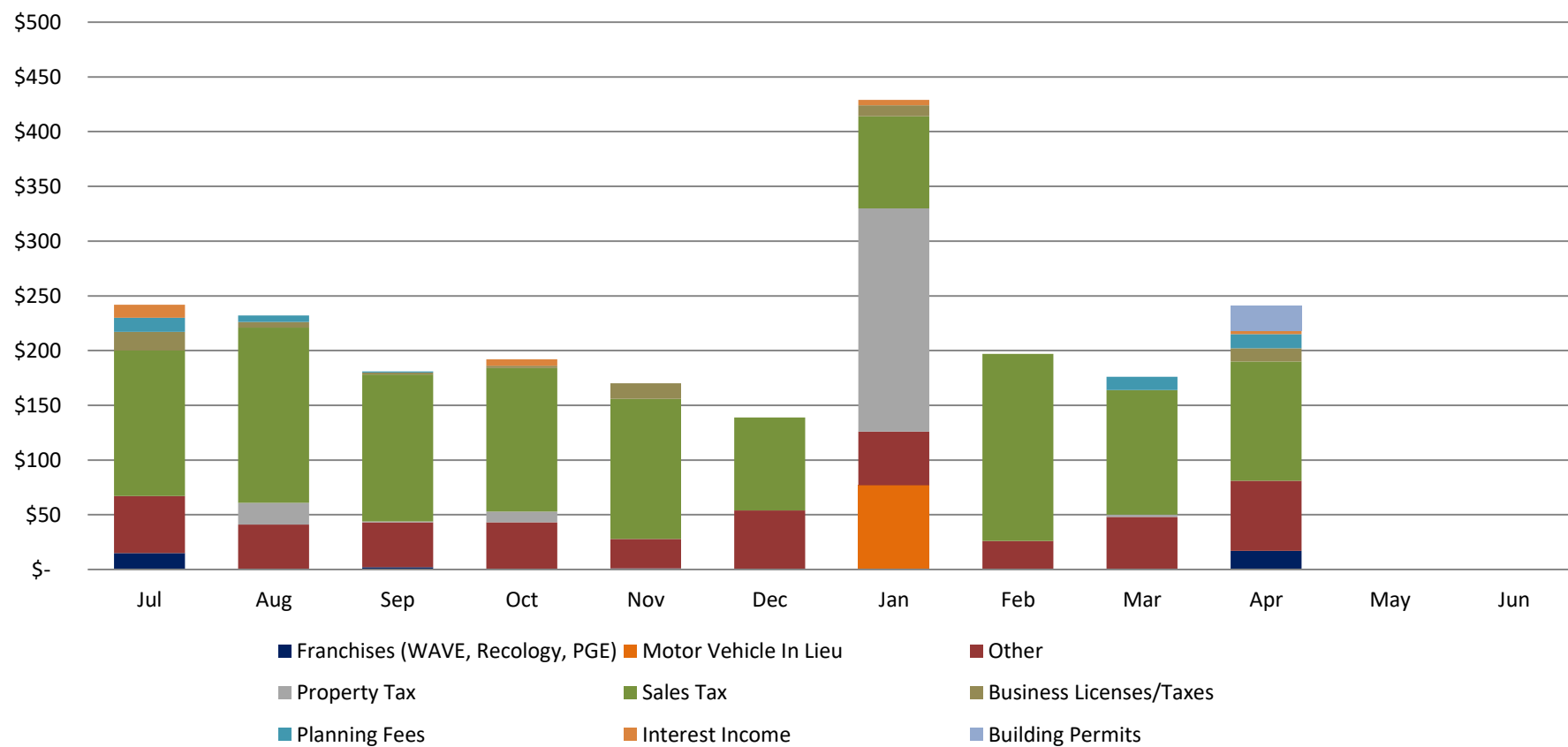
### City of Colfax - April 2021 General Fund Reserved Cash Analysis (Dollars in Thousands)

Fiscal Year 2020-21 >>

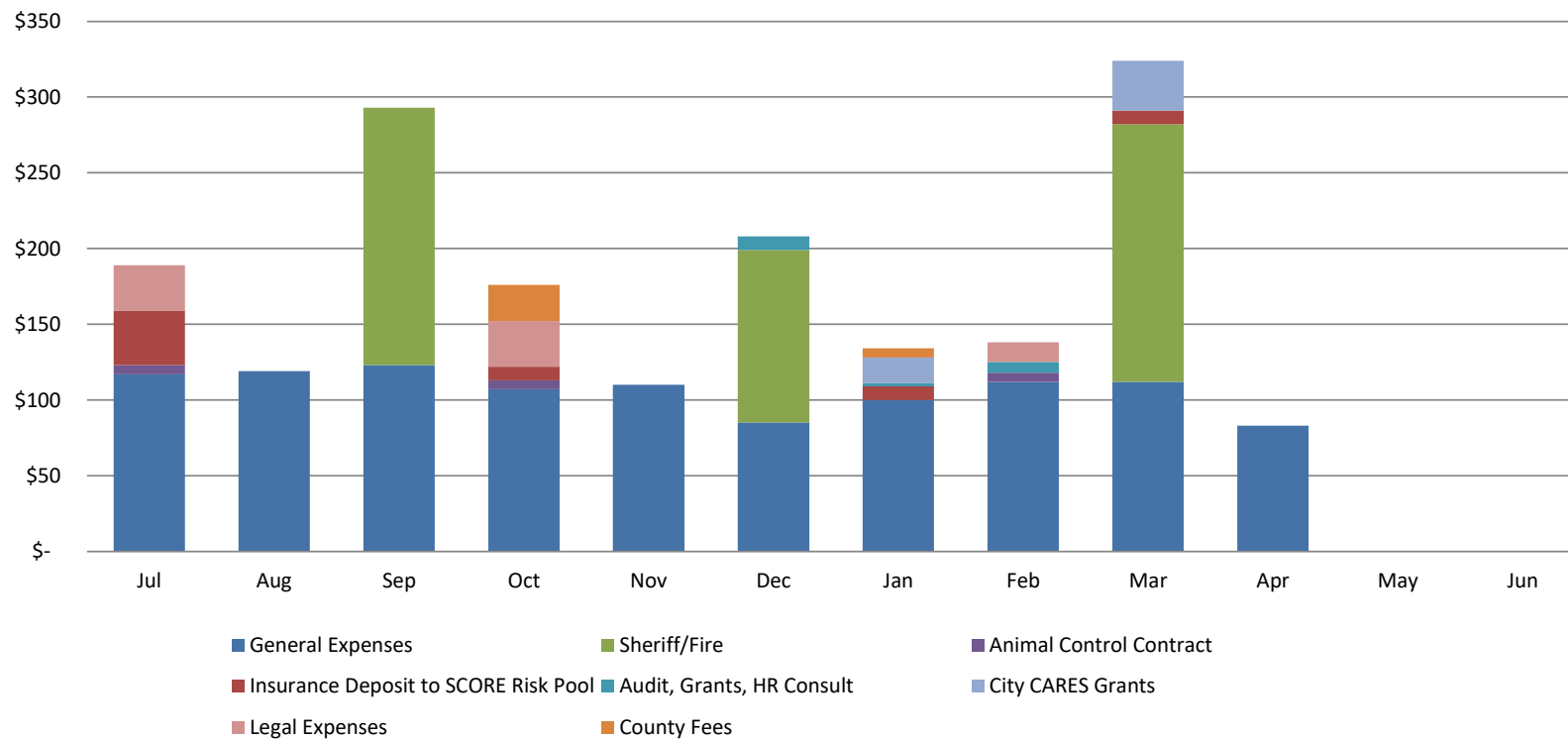


	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<span style="color: green;">—</span> Cash Balance FY2020-21	\$2,311	\$2,392	\$2,497	\$2,386	\$2,402	\$2,463	\$2,393	\$2,688	\$2,760	\$2,612	\$2,771		
<span style="color: black;">—</span> Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,311
<span style="color: blue;">—</span> Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
<span style="color: orange;">—</span> Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,250	\$1,493	\$1,396
<span style="color: red;">—</span> Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	\$1,086
<span style="color: green;">- - -</span> *Reserves (Ops, Cap, Pen)	\$695	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830
<span style="color: purple;">—</span> Budget FY2020-21	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311

### City of Colfax - April 2021 General Fund Reserved Cash - Revenues by Month (Dollars in Thousands)



### City of Colfax - April 2021 General Fund Reserved Cash - Expenses by Month (Dollars in Thousands)



**City of Colfax**  
**Cash Transactions Report - April 2021**

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
<b>Fund Type: 1.11 - General Fund - Unassigned</b>				
Fund: 100 - General Fund	\$ 2,530,616.88	\$ 230,461.60	\$ (80,284.36)	\$ 2,680,794.12
Fund: 120 - Land Development Fees	\$ 88,981.79	\$ 10,880.90	\$ (2,775.00)	\$ 97,087.69
Fund: 200 - Cannabis Application	\$ (7,543.51)	\$ -	\$ (51.13)	\$ (7,594.64)
<b>Fund Type: 1.11 - General Fund - Unassigned</b>	<b>\$ 2,612,055.16</b>	<b>\$ 241,342.50</b>	<b>\$ (83,110.49)</b>	<b>\$ 2,770,287.17</b>
<b>Fund Type: 1.14 - General Fund - Restricted</b>				
Fund: 205 - Escrow Funds	\$ 3,237.00	\$ -	\$ -	\$ 3,237.00
Fund: 571 - AB939 Landfill Diversion	\$ 24,517.26	\$ -	\$ -	\$ 24,517.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 773,590.05	\$ 94.00	\$ (3,234.52)	\$ 770,449.53
<b>Fund Type: 1.14 - General Fund - Restricted</b>	<b>\$ 801,344.31</b>	<b>\$ 94.00</b>	<b>\$ (3,234.52)</b>	<b>\$ 798,203.79</b>
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>				
Fund: 201 - CARES Act Funding	\$ -	\$ -	\$ -	\$ -
Fund: 203 - CARES Act Funding - CDBG	\$ (750.00)	\$ -	\$ -	\$ (750.00)
Fund: 210 - Mitigation Fees - Roads	\$ 231,489.91	\$ 20,063.29	\$ -	\$ 251,553.20
Fund: 211 - Mitigation Fees - Drainage	\$ 5,008.76	\$ 152.84	\$ -	\$ 5,161.60
Fund: 212 - Mitigation Fees - Trails	\$ 67,214.66	\$ 3,642.89	\$ -	\$ 70,857.55
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 121,240.38	\$ 50,269.47	\$ -	\$ 171,509.85
Fund: 214 - Mitigation Fees - City Bldgs	\$ 69,786.81	\$ 7,583.14	\$ (5,332.51)	\$ 72,037.44
Fund: 215 - Mitigation Fees - Vehicles	\$ 14,186.71	\$ 1,442.22	\$ -	\$ 15,628.93
Fund: 217 - Mitigation Fees - DT Parking	\$ 48,485.86	\$ 1,200.99	\$ -	\$ 49,686.85
Fund: 218 - Support Law Enforcement	\$ 19,747.90	\$ 13,810.73	\$ -	\$ 33,558.63
Fund: 244 - CDBG Program Inc - ME Lending	\$ 1,001.47	\$ 1,000.70	\$ -	\$ 2,002.17
Fund: 250 - Streets - Roads/Transportation	\$ (156,442.51)	\$ 93,867.00	\$ (8,562.29)	\$ (71,137.80)
Fund: 253 - Gas Taxes	\$ 30,256.59	\$ 3,855.88	\$ (1,252.19)	\$ 32,860.28
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 108,749.09	\$ 3,493.21	\$ -	\$ 112,242.30
Fund: 270 - Beverage Container Recycling	\$ 19,043.83	\$ 19.85	\$ -	\$ 19,063.68
Fund: 280 - Oil Recycling	\$ 3,754.98	\$ 3.92	\$ -	\$ 3,758.90
Fund: 292 - Fire Department Capital Funds	\$ 90,587.28	\$ 4,140.64	\$ (1,642.72)	\$ 93,085.20
Fund: 342 - Fire Construction - Mitigation	\$ 57,983.00	\$ 15,723.23	\$ (872.04)	\$ 72,834.19
Fund: 343 - Recreation Construction	\$ 57,983.47	\$ 14,851.22	\$ -	\$ 72,834.69
<b>Fund Type: 1.24 - Special Rev Funds - Restrict</b>	<b>\$ 789,328.19</b>	<b>\$ 235,121.22</b>	<b>\$ (17,661.75)</b>	<b>\$ 1,006,787.66</b>
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>				
Fund: 300 - FY2021 ADA Project	\$ (12,127.50)	\$ -	\$ -	\$ (12,127.50)
Fund: 367 - SB2 - Planning Grant	\$ (71,627.87)	\$ -	\$ (7,514.06)	\$ (79,141.93)
Fund: 358 - CDBG Pavement	\$ (92,644.64)	\$ -	\$ -	\$ (92,644.64)
Fund: 374 - Roundabout Monument	\$ -	\$ -	\$ (1,445.00)	\$ (1,445.00)
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>	<b>\$ (176,400.01)</b>	<b>\$ -</b>	<b>\$ (8,959.06)</b>	<b>\$ (185,359.07)</b>
<b>Fund Type: 2.11 - Enterprise Funds</b>				
Fund: 560 - Sewer	\$ 1,068,065.94	\$ 96,672.07	\$ (64,834.75)	\$ 1,099,903.26
Fund: 561 - Sewer Liftstations	\$ 262,886.13	\$ 14,245.15	\$ (11,813.04)	\$ 265,318.24
Fund: 563 - Wastewater Treatment Plant	\$ 1,199,135.17	\$ 40,318.94	\$ (430.34)	\$ 1,239,023.77
Fund: 564 - Sewer Connections	\$ 306,368.45	\$ 17,900.00	\$ -	\$ 324,268.45
Fund: 573 - WWTP Planning Grant	\$ (66,724.16)	\$ 22,211.00	\$ -	\$ (44,513.16)
Fund: 574 - OES PSPS Grant	\$ 298,648.55	\$ 312.19	\$ -	\$ 298,960.74
Fund: 576 - Phase II - Pond 3 Fissure Repair	\$ -	\$ -	\$ (520.00)	\$ (520.00)
Fund: 585 - LS #5 Force Main Repairs	\$ (16,524.75)	\$ -	\$ (95.00)	\$ (16,619.75)
<b>Fund Type: 2.11 - Enterprise Funds - Unassign</b>	<b>\$ 3,051,855.33</b>	<b>\$ 191,659.35</b>	<b>\$ (77,693.13)</b>	<b>\$ 3,165,821.55</b>
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>				
Fund: 998 - PAYROLL CLEARING FUND	\$ 2,000.00	\$ 59,551.04	\$ (59,397.20)	\$ 2,153.84
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>	<b>\$ 2,000.00</b>	<b>\$ 59,551.04</b>	<b>\$ (59,397.20)</b>	<b>\$ 2,153.84</b>
<b>Grand Totals:</b>	<b>\$ 7,080,182.98</b>	<b>\$ 727,768.11</b>	<b>\$ (250,056.15)</b>	<b>\$ 7,557,894.94</b>

**City of Colfax  
Cash Summary  
April 30, 2021**

	<b>Balance 03/31/2021</b>	<b>Revenues In</b>	<b>Expenses Out</b>	<b>Transfers</b>	<b>Balance 04/30/2021</b>
US Bank	\$ 130,150.38	\$ 661,003.84	\$ (190,658.95)	\$ (425,000.00)	\$ 175,495.27
LAIF	\$ 6,950,032.60	\$ 7,367.07		\$ 425,000.00	\$ 7,382,399.67
Total Cash - General Ledger	<u>\$ 7,080,182.98</u>	<u>\$ 668,370.91</u>	<u>\$ (190,658.95)</u>	<u>\$ -</u>	<u>\$ 7,557,894.94</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 7,080,482.98</u>	<u>\$ 668,370.91</u>	<u>\$ (190,658.95)</u>	<u>\$ -</u>	<u>\$ 7,558,194.94</u>

**Change in Cash Account Balance - Total** \$ 477,711.96

## Attached Reports:

1. Cash Transactions Report (By Individual Fund)		
2. Check Register Report (Accounts Payable)	\$ (112,070.43)	
3. Cash Receipts - Daily Cash Summary Report	\$ 493,799.90	
Payroll Checks and Tax Deposits	\$ (59,397.20)	
Utility Billings - Receipts	\$ 147,772.62	
Check - Voided	\$ 240.00	
LAIF Interest Quarterly	\$ 7,367.07	
	<u>\$ 477,711.96</u>	\$ -

Prepared by: Laurie Van Groningen, Finance Director  
Laurie Van Groningen, Finance Director

Reviewed by: Wes Heathcock, City Manager  
Wes Heathcock, City Manager

Check Register Report

Item 6B

Date: 05/03/2021

Time: 12:19 pm

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
56851	04/06/21	Reconciled		04/30/21	03141	CALPERS	HEALTH PREMIUMS	4,241.07
56854	04/07/21	Reconciled		04/30/21	1509	ALTA SAW & MOTOR	WEEDEATER GAS/LINE	64.33
56855	04/07/21	Reconciled		04/30/21	01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	173.42
56856	04/07/21	Reconciled		04/30/21	01448	AMERIGAS - COLFAX	CITY HALL PROPANE	654.82
56857	04/07/21	Reconciled		04/30/21	01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	416.20
56858	04/07/21	Reconciled		04/30/21	02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 3/21/21	440.80
56859	04/07/21	Reconciled		04/30/21	02848	BRESNAHAN, ROGER J.	STRIKE TEAM PYMT 8/17-8/18/20	643.54
56860	04/07/21	Reconciled		04/30/21	03121	CALIFORNIA BUILDING	Q1 2021 GREEN FEES COLLECTED	63.00
56861	04/07/21	Reconciled		04/30/21	13409	MATT CHRISTENSEN	STRIKE TEAM PYMT 8/18/20	355.64
56862	04/07/21	Reconciled		04/30/21	04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE FEB 2021	399.72
56863	04/07/21	Reconciled		04/30/21	04250	DEPARTMENT OF CONSERVATION	Q1 2021 SMIP FEES COLLECTED	396.87
56864	04/07/21	Reconciled		04/30/21	04260	DEPARTMENT OF WATER RESOURCES	WWTP DAM STORAGE	15,129.00
56865	04/07/21	Reconciled		04/30/21	04532	DIVISION OF STATE ARCHITECT	SB1186 Q1 2021 FEES COLLECTED	7.20
56866	04/07/21	Reconciled		04/30/21	04541	DOG WASTE DEPOT	DOG WASTE BAGS	139.36
56867	04/07/21	Reconciled		04/30/21	07465	GOLD MINER PEST CONTROL	FIRE STATION 36 PEST CONTROL	74.00
56868	04/07/21	Reconciled		04/30/21	07570	GRAINGER	WWTP SHELVING	18.79
56869	04/07/21	Reconciled		04/30/21	07570	GRAINGER	WWTP SHELVING	309.95
56870	04/07/21	Reconciled		04/30/21	08050	HACH COMPANY	WWTP LAB SUPPLIES	353.87
56871	04/07/21	Reconciled		04/30/21	08086	HBE RENTALS	CITY LAWN AERATOR RENTAL	70.00
56872	04/07/21	Reconciled		04/30/21	08170	HILLS FLAT LUMBER CO	STMT 3/25/21	440.08
56873	04/07/21	Reconciled		04/30/21	12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING FEB 2021	168.75
56874	04/07/21	Reconciled		04/30/21	12555	LOMEN, SEAN	STRIKE TEAM PYMT 8/17-8/18/20	643.54
56875	04/07/21	Reconciled		04/30/21	14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	110.04
56876	04/07/21	Reconciled		04/30/21	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS MAR 2021	10,655.87
56877	04/07/21	Reconciled		04/30/21	16161	PLACER COUNTY EXECUTIVE OFFICE	Q1 2021 CAP FAC IMPACT FEES	2,852.23
56878	04/07/21	Reconciled		04/30/21	16052	PLACEWORKS	GEN PLAN UPDATE/HOUSING ELEM	4,924.06
56879	04/07/21	Reconciled		04/30/21	16740	POWER PROTECTION PLUS, INC	DEPOT SECURITY SYSTEM RPR	240.00
56880	04/07/21	Reconciled		04/30/21	18200	RECREATION SCIENCE INC	LYONS PARK SLIDE RPR	1,100.00
56881	04/07/21	Reconciled		04/30/21	19495	SNOQUIP	SNOW PLOW PARTS	628.69
56882	04/07/21	Reconciled		04/30/21	19650	STATE BOARD OF EQUALIZATION	Q1 2021 SELF ASS SALES TAX	67.00
56883	04/07/21	Reconciled		04/30/21	19743	WILL STOCKWIN	COLFAX CONN EDITING APR 2021	300.00
56884	04/07/21	Reconciled		04/30/21	30016	DAVE STOECKLE	UB PENALTY/INT FY 19/20 REIMB	1,536.92
56885	04/07/21	Reconciled		04/30/21	21560	US BANK CORPORATE PMT SYSTEM	STMT 3/22/21	1,420.46
56886	04/07/21	Reconciled		04/30/21	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	252.62
56887	04/13/21	Reconciled		04/30/21	01270	ADAMS ASHBY GROUP, INC.	CDBG 2/3 GRANT APPLICATION	1,000.00
56888	04/13/21	Reconciled		04/30/21	01414	ALHAMBRA & SIERRA SPRINGS	WATER	74.23
56889	04/13/21	Reconciled		04/30/21	01500	ANDERSON'S SIERRA	CITY IRRIGATION SUPPLIES	1,083.16
56890	04/13/21	Reconciled		04/30/21	01500	ANDERSON'S SIERRA	CITY HALL EXTENSION CORD	24.59
56891	04/13/21	Reconciled		04/30/21	01766	AT&T MOBILITY	CITY CELL PHONES	816.50
56892	04/13/21	Reconciled		04/30/21	02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 4/4/21	487.20
56893	04/13/21	Reconciled		04/30/21	02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 3/28/21	487.20
56894	04/13/21	Reconciled		04/30/21	3425	CINTAS	UNIFORM SVCS MAR 2021	283.36
56895	04/13/21	Reconciled		04/30/21	03435	CITY OF AUBURN	CITY CLERK SVCS MAR 2021	1,549.39
56896	04/13/21	Reconciled		04/30/21	5123	EGGEMAN CONSTRUCTION	CITY HALL FLOORING	5,332.51
56897	04/13/21	Reconciled		04/30/21	14859	GHD INC.	ENG SVCS MAR 2021	7,455.00
56898	04/13/21	Reconciled		04/30/21	08050	HACH COMPANY	WWTP LAB SUPPLIES	777.34

Check Register Report

Item 6B

Date: 05/03/2021

Time: 12:19 pm

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
56899	04/13/21	Reconciled		04/30/21	08200	HINDERLITER, DE LLAMAS & ASSOC	Q1 2021 SALES TAX AUDIT SVCS	600.00
56900	04/13/21	Reconciled		04/30/21	08660	HUNT AND SONS, INC.	PW/WWTP/FIRE FUEL	697.87
56901	04/13/21	Reconciled		04/30/21	16035	PG&E	ELECTRICITY	18,437.59
56902	04/13/21	Reconciled		04/30/21	16192	PLACER COUNTY DOCUMENT	ENVELOPES	137.23
56903	04/13/21	Reconciled		04/30/21	16165	PLACER COUNTY ENVIRONMENTAL	LANDFILL TESTING Q3 20/21	696.50
56904	04/13/21	Reconciled		04/30/21	18295	RETAIL STRATEGIES	ECONOMIC DEVELOPMENT	5,000.00
56905	04/13/21	Reconciled		04/30/21	18400	RIEBES AUTO PARTS	STMT 3/31/21	11.24
56906	04/13/21	Reconciled		04/30/21	19037	SAFE SIDE SECURITY	CORP YARD SECURITY	155.00
56907	04/13/21	Reconciled		04/30/21	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	101.79
56908	04/13/21	Printed			20092	THUMBLER	ROUNDAABOUT MONUMENT SIGN	1,445.00
56909	04/13/21	Reconciled		04/30/21	21452	URSU, EMMANUEL	GEN PLANNING SVCS MAR 2021	7,770.00
56910	04/13/21	Reconciled		04/30/21	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS MAR 2021	4,687.50
56911	04/13/21	Reconciled		04/30/21	22134	VISION QUEST	TECH SUPPORT SVCS MAY 2021	1,683.50
56912	04/13/21	Reconciled		04/30/21	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONES	227.24
56913	04/13/21	Reconciled		04/30/21	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.88
56914	04/13/21	Reconciled		04/30/21	23218	WENDEL ROSEN	LEGAL ISSUES MAR 2021	892.50
56915	04/13/21	Reconciled		04/30/21	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL MAR 2021	816.27
56916	04/12/21	Reconciled		04/30/21	2087	BASIC PACIFIC	FSA BENEFIT PYMT	15.00
56917	04/26/21	Reconciled		04/30/21	2087	BASIC PACIFIC	FSA BENEFIT PYMT	15.00

**Total Checks: 65**

**Checks Total (excluding void checks):**

**112,070.43**

**Total Payments: 65**

**Bank Total (excluding void checks):**

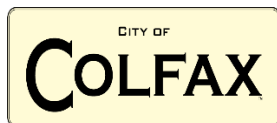
**112,070.43**

**Total Payments: 65**

**Grand Total (excluding void checks):**

**112,070.43**





# Staff Report to City Council

## FOR THE MAY 26, 2021 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Emmanuel Ursu, City Planner  
**Subject:** 2020 Annual Housing Element Progress Report

*Budget Impact Overview:*

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
--------	---------	------------	---------	----------

**RECOMMENDED ACTION:** Adopt Resolution \_\_-2021 accepting the 2020 Annual Housing Element Progress Report and authorize staff to send the report to the State.

### Summary/Background

State law requires local jurisdictions report annually on their progress implementing the Housing Element of their General Plan. Annual Progress Reports (APR) are to be filed with the California Department of Housing and Community Development (HCD) and the Office of Planning and Research (OPR) by April 1st (with a 60-day grace period) for the prior calendar year (2020). The APR must be considered at a City Council meeting prior to submission to the State.

### **2020 ANNUAL PROGRESS REPORT**

Pursuant to Government Code Section 65400(a)(2) local jurisdictions must provide an Annual Progress Report (APR) to the State of California. State law requires local jurisdictions to present the report to the City Council at a meeting prior to submission to HCD and OPR (California Government Code Section 65400(a)(2)(B)).

Staff has prepared a draft completed APR (Attachment 2). The following is a brief summary of the City's completed APR form for 2020:

- Table A lists the planning permit applications and building permits for net new residential units deemed complete in 2020. Fourteen (14) building permits submitted.
- Table A2 lists the projects for which net new residential units were approved for an entitlement, issued a building permit, or finalized for a building permit. (Fourteen (14) new home building permits were issued in 2020 and eight homes were completed and issued final inspections/certificates of occupancy.

### Attachments

1. Resolution -2021
2. 2020 Housing Element Annual Progress Report

# City of Colfax

## City Council

Resolution №\_\_-2021

---

### ACCEPTING THE UPDATE ON THE 2020 ANNUAL HOUSING ELEMENT PROGRESS REPORT AND AUTHORIZE STAFF TO SEND THE REPORT TO THE STATE

---

**WHEREAS**, California Government Code Section 65400(a)(2) requires the planning agency to provide an annual report to the City Council, the Governor's Office of Planning and Research and the State Department of Housing and Community Development (HCD) regarding progress toward implementation of the housing element of the general plan; and

**WHEREAS**, planning staff has prepared an annual progress report for the calendar year 2020, utilizing the prescribed forms and instructions provided by the California Department of Housing and Community Development; and

**WHEREAS**, the City Council has reviewed all written evidence and oral testimony presented to date.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax accepts the update on the 2020 Annual Housing Element Progress Report and authorizes staff to send the report to the State.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 26<sup>th</sup> of May 2021 by the following vote of the Council:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

---

**Sean Lomen, Mayor**

**ATTEST:**

---

**Amy Lind, Interim City Clerk**

Jurisdiction	Colfax	
Reporting Year	2020	(Jan. 1 - Dec. 31)

**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

(CCR Title 25 §6202)

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

Table A Housing Development Applications Submitted																			
Project Identifier				Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
1				2	3	4	5								6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*
Summary Row: Start Data Entry Below																			
	006-150-016-000	110 Shadow Wood Place	Shadow Wood		SFD	O	1/23/2020							1					No
	006-150-017-000	108 Shadow Wood Place	Shadow Wood		SFD	O	1/23/2020							1					No
	006-150-018-000	106 Shadow Wood Place	Shadow Wood		SFD	O	1/23/2020							1					No
	006-150-019-000	104 Shadow Wood Place	Shadow Wood		SFD	O	1/23/2020							1					No
	006-150-020-000	102 Shadow Wood Place	Shadow Wood		SFD	O	1/23/2020							1					No
	101-010-034-000	1333 State Hwy 174			2 to 4	R	2/19/2020							1					No
	101-210-001-000	1100 Sierra Oaks Drive	Sierra Oaks		SFD	O	7/16/2020							1					No
	101-210-002-000	1104 Sierra Oaks Drive	Sierra Oaks		SFD	O	7/16/2020							1					No
	101-210-003-000	1108 Sierra Oaks Drive	Sierra Oaks		SFD	O	7/16/2020							1					No
	101-210-004-000	1112 Sierra Oaks Drive	Sierra Oaks		SFD	O	7/16/2020							1					No
	101-210-028-000	1139 Sierra Oaks Drive	Sierra Oaks		SFD	O	8/11/2020							1					No
	101-210-029-000	1135 Sierra Oaks Drive	Sierra Oaks		SFD	O	8/11/2020							1					No
	101-210-030-000	1131 Sierra Oaks Drive	Sierra Oaks		SFD	O	8/11/2020							1					No
	006-030-057-000	195 Hunter Lane			SFD	O	8/13/2020							1					No

Jurisdiction	Colfax
Reporting Year	2020 (Jan. 1 - Dec. 31)

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
(CCR Title 25 §6202)

Note: "\*" indicates an optional field  
 Cells in grey contain auto-calculation formulas

Table A2 Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																						
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement							Affordability by Household Incomes - Building Permits								
1					2	3	4							5	6	7						
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA, SFD, 2 to 4, 5+ ADU, MH)	Tenure (R= Renter, O= Owner)	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement Date Approved	# of Units Issued Entitlements	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	9
	006-150-016-000	110 Shadow Wood Place	Shadow Wood	20003	SFD	O															1	
	006-150-017-000	108 Shadow Wood Place	Shadow Wood	20004	SFD	O															1	
	006-150-018-000	106 Shadow Wood Place	Shadow Wood	20005	SFD	O															1	
	006-150-019-000	104 Shadow Wood Place	Shadow Wood	20006	SFD	O															1	
	006-150-020-000	102 Shadow Wood Place	Shadow Wood	20007	SFD	O															1	
	101-010-034-000	1333 State Hwy 174	Freeman	20021	2 to 4	R																1
	101-210-001-000	1100 Sierra Oaks Drive	Sierra Oaks	20050	SFD	O																1
	101-210-002-000	1104 Sierra Oaks Drive	Sierra Oaks	20051	SFD	O																1
	101-210-003-000	1108 Sierra Oaks Drive	Sierra Oaks	20052	SFD	O																1
	101-210-004-000	1112 Sierra Oaks Drive	Sierra Oaks	20053	SFD	O																1
	101-210-029-000	1130 Sierra Oaks Drive	Sierra Oaks	20062	SFD	O																1
	101-210-029-000	1135 Sierra Oaks Drive	Sierra Oaks	20063	SFD	O																1
	101-210-030-000	1131 Sierra Oaks Drive	Sierra Oaks	20064	SFD	O																1
	006-030-057-000	195 Hunter Lane	Dalton	20065	SFD	O																1
	101-210-020-000	4000 Rubicon Court	Sierra Oaks	19033	SFD	O																1
	101-210-031-000	1127 Sierra Oaks Drive	Sierra Oaks	19034	SFD	O																1
	101-210-032-000	1123 Sierra Oaks Drive	Sierra Oaks	19035	SFD	O																1
	101-210-033-000	1119 Sierra Oaks Drive	Sierra Oaks	19036	SFD	O																1
	101-210-034-000	1115 Sierra Oaks Drive	Sierra Oaks	19037	SFD	O																1
	101-210-011-000	516 Chase Ct.	Sierra Oaks	19074	SFD	O																1
	006-061-033-000	1120 Shadow Wood Place	Shadow Wood	19091	SFD	O															1	



# Staff Report to City Council

## FOR THE MAY 26, 2021 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** Rainbow Music Lease Renewal

*Budget Impact Overview:*

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
--------	---------	------------	---------	----------

**RECOMMENDED ACTION:** By Motion, authorize the City Manager to enter into a 1-year lease agreement with Rainbow Music for 99 Railroad Street Suite 4 with the bartering terms.

### Summary/Background

Rainbow Music located at 99 Railroad Street Suite 4 (Pullman Car) is a City of Colfax tenant currently on a month-to-month lease and is requesting a 1-year lease term with the ability to continue the rent reduction with in-kind building improvements.

The previous lease authorized by Council agreed to a rent amount of \$500/month with the ability to reduce the rent by \$150/month with a defined activity that qualifies as a credit for the rent reduction. Rainbow Music's proposal included the replacement of 12 custom made windows in the railcar. The City's property management company Foothills Property Management confirmed the windows were replaced as specified in the agreement.

Due to the COVID-19 impacts, Rainbow Music is requesting the similar terms as previously authorized by council. The attached proposal from Rainbow Music would result in a total rent reduction of \$2,000 for the year term. Staff believes the barter request is equitable for the reduced rent request.

### Fiscal Impacts

N/A

### Attachments:

1. Rainbow Music Barter Proposal
2. Lease Agreement

## **Rainbow Music Company Railcar Window Repair Proposal**

1. Front - Nine (9) windows need repair and paint - \$100.00 per window  
Back – Seven (7) need sand & prep for paint - \$100.00 per window
  - a.  $\$100.00 \times 9 = \$900.00$
  - b.  $\$100.00 \times 7 = \$700.00$
  
2. Back - Two (2) windows can be repaired (need to be removed to repair) - \$200 per window  
Back – Fourteen (14) need to be fully replaced - \$300.00 per window
  - a.  $\$200.00 \times 2 = \$400.00$
  - b.  $\$300.00 \times 14 = \$4,200.00$

Tenants are asking for the The City of Colfax to consider another year lease beginning June 1, 2021. Tenant's proposal is to keep rent and barter agreement as previously agreed to in prior lease agreement.  
( $\$500.00 - \$150$  barter for windows)  $\$150.0$  per month  $\times 12 = \$1800.00$

Due to the substantial increase in cost of wood, Tenants are proposing to barter for the repair and paint of Item #1 (a) (b) and Item #2 (a). This would amount to \$2000.00. Item #2 (b) to be negotiated separately.

Tenants to complete all windows proposed by 10/30/21.



COMMERCIAL LEASE AGREEMENT (C.A.R. Form CL, Revised 12/15)

Date (For reference only): May 19, 2021

Foothill Properties (Landlord) and Rob & Christine Bonner (Tenant) agree as follows:

1. PROPERTY: Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: Railcar - 99 Railroad Avenue, Suite 4 (Premises), which comprise approximately 100.000 % of the total square footage of rentable space in the entire property.

2. TERM: The term begins on (date) June 1, 2021 (Commencement Date), (Check A or B):

- A. Lease: and shall terminate on (date) June 30, 2022 at 5 PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy... B. Month-to-month: and continues as a month-to-month tenancy... C. RENEWAL OR EXTENSION TERMS: See attached addendum

3. BASE RENT:

- A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY): (1) \$ per month, for the term of the agreement. (2) \$ per month, for the first 12 months of the agreement... (3) \$ per month for the period commencing and ending and \$ per month for the period commencing and ending \$ per month for the period commencing and ending. (4) In accordance with the attached rent schedule. (5) Other: Base Rent \$500.00 per mo. Tenant bartering \$150.00 per mo. towards window replacement & gardening

- B. Base Rent is payable in advance on the 1st (or 15th) day of each calendar month, and is delinquent on the next day. C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period.

4. RENT:

- A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit. B. Payment: Rent shall be paid to (Name) Foothill Properties at (address) 204 S. Auburn Street/PO Box 1531, Colfax, CA 95713, or at any other location specified by Landlord in writing to Tenant. C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. EARLY POSSESSION: Tenant is entitled to possession of the Premises on If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is not obligated to pay Rent other than Base Rent.

6. SECURITY DEPOSIT:

- A. Tenant agrees to pay Landlord \$ 500.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent. B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials ( ) ( )

Tenant's Initials ( ) ( )



Premises: Railcar - 99 Railroad Avenue, Suite 4

Date May 19, 2021

7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>06/01/2021</u> To <u>06/30/2021</u> Date Date	\$ <u>350.00</u>	\$ _____	\$ <u>350.00</u>	<u>06/15/2021</u>
B. Security Deposit	\$ <u>500.00</u>	\$ <u>500.00</u>	\$ _____	<u>Pd held by City</u>
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ <u>850.00</u>	\$ <u>500.00</u>	\$ <u>350.00</u>	

8. **PARKING:** Tenant is entitled to First come first serve unreserved and \_\_\_\_\_ reserved vehicle parking spaces. The right to parking  is  is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows: Within the interior of the Railcar. Exterior to remain free of debris. The right to additional storage space  is  is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 calendar days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ **50.00** as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: See Attached "Rainbow Music Company Railcar Window Repair Proposal". Items listed as exceptions shall be dealt with in the following manner: Tenant to repair & paint windows identified in attached proposal. All work to be completed w/permits by end of lease term 10/30/21. Add'l 14 windows in need of complete replacement to be negotiated.

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant \_\_\_\_\_

14. **PROPERTY OPERATING EXPENSES:**

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. \_\_\_\_\_

OR B.  (If checked) Paragraph 14 does not apply.

15. **USE:** The Premises are for the sole use as Rainbow Music Company. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. **MAINTENANCE:**

A. Tenant OR  (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord OR  (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and Landscaping will be cared for by Colfax Public Works Dept and Tenants. Tenants to coordinate bartered gardening with Public Works.

Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )





Premises: **Railcar - 99 Railroad Avenue, Suite 4**

Date **May 19, 2021**

18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or  \_\_\_\_\_) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or  \_\_\_\_\_) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) **Written Notice to be accepted on the first (1st) of the month only.**  
All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$ **1,000,000.00** and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ \_\_\_\_\_, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (  ) (  )

Tenant's Initials (  ) (  )

CL REVISED 12/15 (PAGE 3 of 6)

**COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)**



Premises: **Railcar - 99 Railroad Avenue, Suite 4**

Date **May 19, 2021**

- 30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises  has, or  has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises  has, or  has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

35. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. **ARBITRATION OF DISPUTES:** (1) **Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.**

(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

(3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Landlord's Initials \_\_\_\_\_ / \_\_\_\_\_      Tenant's Initials \_\_\_\_\_ / \_\_\_\_\_

Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



Premises: Railcar - 99 Railroad Avenue, Suite 4 Date May 19, 2021

36. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: Foothill Properties  
204 S. Auburn Street  
PO Box 1531  
Colfax, CA 95713

Tenant: Rob & Christine Bonner  
PO Box 1234  
Colfax, CA 95713

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

39. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:**

1. Base rent to be \$500.00 per month less the \$150.00 bartered towards window replacement & gardening. Tenant to pay \$350.00 per month due on the 15th of each month until end of lease term 6/30/22.

2. Permits are required by the The City of Colfax prior to windows being repaired/painted etc. Permit fees will be waived.

The following ATTACHED supplements/exhibits are incorporated in this agreement:  Option Agreement (C.A.R. Form OA)

41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.

44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

Listing Agent: Foothill Properties (Print Firm Name) is the agent of (check one):

the Landlord exclusively; or  both the Tenant and Landlord.

Selling Agent: Foothill Properties (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):

the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



Premises: Railcar - 99 Railroad Avenue, Suite 4

Date May 19, 2021

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant \_\_\_\_\_ Date \_\_\_\_\_

**Rob Bonner**

(Print name)

Address PO Box 1234 City Colfax State CA Zip 95713-1234

Tenant \_\_\_\_\_ Date \_\_\_\_\_

**Christine Bonner**

(Print name)

Address PO Box 1234 City Colfax State CA Zip 95713-1234

**GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_ Date \_\_\_\_\_

Guarantor \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord \_\_\_\_\_ Date \_\_\_\_\_

(owner or agent with authority to enter into this agreement) **Foothill Properties**

Address 204 S. Auburn/PO Box 1531 City Colfax State CA Zip 95713

Landlord \_\_\_\_\_ Date \_\_\_\_\_

(owner or agent with authority to enter into this agreement)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) **Foothill Properties** CalBRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ CalBRE Lic. # 01745276 Date \_\_\_\_\_

**Tami Hampshire**

Address PO Box 1531/204 S Auburn St., #2 City Colfax State CA Zip 95713

Telephone (530)308-3320 Fax (530)346-9797 E-mail tami@tamihampshire.com

Real Estate Broker (Listing Firm) **Foothill Properties** CalBRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

© 2015, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, INC.  
a subsidiary of the California Association of REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**COMMERCIAL LEASE CONSTRUCTION  
ACCESSIBILITY ADDENDUM**

(C.A.R. Form CLCA 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated May 19, 2021  
in which Foothill Properties is referred to as "Landlord"  
and Rob Bonner, Christine Bonner is referred to as "Tenant".  
Paragraph 34 of the lease is deleted in its entirety and replaced by the following;

**Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:**

- A. Landlord states that the Premises  have, or  have not been inspected by a Certified Access Specialist (CASp).
- B. If the Premises have been inspected by a CASp,
  - (1) Landlord states that the Premises  have, or  have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.
  - (2)  (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.
- OR  (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.
- OR  (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.
- C. If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection,
 

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
- D. Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards are the responsibility of Tenant  Landlord  Other \_\_\_\_\_.

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
 Tenant (Print name) Rob Bonner  
 Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
 Tenant (Print name) Christine Bonner  
 Landlord (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
 Landlord (Print name) Foothill Properties  
 Landlord (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
 Landlord (Print name) \_\_\_\_\_

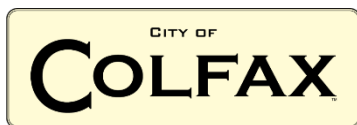
© 2016, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Published and Distributed by:  
 REAL ESTATE BUSINESS SERVICES, INC.  
 a subsidiary of the California Association of REALTORS®  
 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



CLCA 11/16 (PAGE 1 OF 1) **COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (CLCA PAGE 1 OF 1)**



# Staff Report to City Council

## FOR THE MAY 26, 2021 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
 Alfred A. “Mick” Cabral, City Attorney  
**Subject:** Council Technology Device Policy

*Budget Impact Overview:*

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
--------	---------	------------	---------	----------

### RECOMMENDED ACTION: Discuss and direct staff

#### Summary/Background

At the April 28, 2021 meeting, Council discussed whether it should provide Council Members with any type of technology devices for use in conducting City business. Council considered the following issues and directed staff to evaluate the cost of each for additional discussion at the May 26 meeting:

- Whether Council Members should each be provided cell phones and/or laptop computers at City expense for use in conducting City business. This includes considering whether the City should continue to supply a cell phone to the Council Member who is using one at City expense.
- Whether a computer station should be established at City Hall for Council Members to use to conduct City business in lieu of providing a laptop computer to each Council Member.
- Whether the monthly Council stipend should be used by Council Members to supply their own cell phones, laptops and other technology devices. This included a discussion of whether the monthly Council salary should be increased to cover the cost of such devices.

#### Alternatives.

Based on prior discussion and direction, staff formulated the following alternatives for Council consideration, without recommendation.

#### **1. Maintain the Status Quo.**

The prior discussion focused on laptop computers and cell phones, but the agenda item is broad enough to allow discussion and direction about other available technology. Council does not have an established policy regarding what if any technology should be provided to Council Members for their City business use. At present, one Council Member has a cell phone provided at City expense, and one Council Member asked to be provided a replacement laptop at City expense. Maintaining the status quo would mean that City funds will not be expended for Council technology. This can involve continuing to provide the cell phone for one Council Member or ending that practice. If Council decides to maintain the status quo, the other issues raised in this staff report need not be considered at this time.

#### **2. Authorize an Annual Budget For Council Technology Devices.**

At Council’s direction, Staff evaluated the cost of providing laptops to all Council Members and the cost of supplying Council with cell phones. Staff’s evaluation is attached to this staff report. Creating a budget will require Council to identify a source of funding and adopt a technology acquisition, maintenance, and replacement policy. Council will also need to provide policy direction on the following issues:

- A. What type of technology devices does Council want to authorize the City to issue its Members?
- B. How much funding for such devices is the Council willing to authorize, and from what funding source?
- C. What guidelines and restrictions will be established on the use of the technology devices?
- D. How will the selection of devices be handled? For example, will each Council Member be able to choose his/her own device, or will each Council Member be limited to the same type of device?

### **3. Authorize a One-Time Expenditure.**

Council has discretion to authorize a single expenditure that will allow each Council Member to update or upgrade their existing devices in lieu of authorizing an annual budget. This authorization will require Council to identify an expenditure limit, the types of devices that can be updated or upgraded, and a source of funds.

### **4. Increase Council's Monthly Salary.**

Colfax Municipal Code Section 2.24.030 establishes a monthly salary of \$100 per Council Member and \$150 for the Mayor. This has not changed since 1997.

Government Code Section 36516(a)(2) (A) allows a maximum Council salary of \$300 per month for cities with populations of up to 35,000. It is possible to exceed the \$300 limit under very narrow circumstances for which Colfax does not qualify.

The primary impediment to increasing Council salary is that the Council has been seated. Salary increases cannot become effective before the Council Members elected in November 2022 take their seats. See Government Code Section 36516.5. Therefore, although Council can amend the monthly Council salary by an ordinance it enacts now, the increase cannot become effective before the Council Members elected in November 2022 take their seats. This may benefit future Council Members but not the current Council.

### **5. Create a Workstation at City Hall.**

This alternative involves allocating space within City Hall to place a computer workstation through which all Council Members can conduct City business, access City emails, and print hard copies of agendas and other City documents. The estimated cost of this alternative is included within the attached cost comparison. Council will also have to determine whether access will be available only during usual workdays at City Hall or whether Council Members will have expanded access.

Staff will be available to answer Council's questions and provide needed information.

### **Fiscal Impacts**

The fiscal impact will depend upon Council's direction to staff.

### **Attachments:**

1. Council Technology Cost Comparison

**Council Technology Cost Comparison**

