



# City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



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

## REGULAR MEETING AGENDA

May 25, 2022

Regular Session: 6:00PM

This Regular Meeting of the City Council is being held pursuant to Government Code Section 54953(e) which authorizes meetings to be held by teleconference. The Governor’s proclaimed state of emergency remains in effect and the City Council has made or will make the legal findings necessary to hold meetings by teleconference. You may access the meeting and address the Council by any of the following means:

ZOOM at

<https://us02web.zoom.us/j/82572884559>

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

**825 7288 4559**

1 (669) 900-6833

1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1 (301) 715-8592

Facebook Live on our City of Colfax page: City of Colfax, California. You may also submit written comments to the City Clerk via email at [city.clerk@colfax-ca.gov](mailto:city.clerk@colfax-ca.gov), via regular mail to P.O. Box 702, Colfax CA 95713, or by dropping them off at City Hall, 33 S. Main Street, Colfax CA 95713. Comments received will be submitted to Council and made a part of the record.

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

**2      OPEN SESSION**

- 2A.    Call Open Session to Order**
- 2B.    Report from Closed Session**
- 2C.    Pledge of Allegiance**
- 2D.    Roll Call**
- 2E.    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 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

**3A. Authorize Remote Teleconference Meetings Pursuant to Government Code Section 54953 (e) [AB 361]** (Page 4-7)

**Recommendation:** Adopt Resolution \_\_-2022 authorizing remote teleconference meetings pursuant to Government Code Section 54953(e) [AB 361].

**3B. Cash Summary – April 2022** (Page 8-15)

**Recommendation:** Accept and File.

**3C. Minutes** (Page 16-18)

**Recommendation:** By Motion, approve the Colfax City Council minutes of 5/11/2022.

**3D. Rainbow Music Lease Renewal** (Page 19-30)

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

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

### 4 AGENCY REPORTS

**4A. Placer County Sheriff Department**

**4B. CHP**

**4C. Placer County Fire Department/CALFIRE**

**4D. Non-Profits**

### 5 PRESENTATION (No Presentation)

### 6 PUBLIC HEARING (No Public Hearing)

### 7 PUBLIC COMMENT

*Members of the public are permitted to address the Council orally or in writing on matters of concern to the public within the subject matter jurisdiction of the City that are not listed on this agenda. Please make your comments as succinct as possible. Oral comments made at the meeting may not exceed three (3) minutes per speaker. Written comments should not exceed 500 words. Written comments received before the close of an agenda item may be read into the record, with a maximum allowance of three (3) minutes in length. Council cannot act on items not listed on this agenda but may briefly respond to statements made or questions posed, request clarification, refer the matter to staff, or place the matter on a future 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. **November 8, 2022 Election** (Page 31-42)

**Recommendation:** Discuss and consider adopting Resolution \_\_ - 2022 Calling And Giving Notice Of A General Municipal Election To Be Held On Tuesday, November 8, 2022, Requesting Consolidation Of That Election With The Statewide General Election, And Requesting Services From The Placer County Clerk With Respect To That Election; Notice Of City Officer Elections; And Notice Of The Submission Of Measure To The Voters Increasing And Expanding The Transient Occupancy Tax.

10 **GOOD OF THE ORDER**

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

11 **ADJOURNMENT**

---

I, Marguerite Bailey, City Clerk for the City of Colfax, declare that this agenda was posted in accordance with the Brown Act at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>



---

Marguerite Bailey, 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.





# Staff Report to City Council

## FOR THE May 25, 2022, REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
 Alfred A. "Mick" Cabral, City Attorney  
**Subject:** Authorize remote teleconference meetings pursuant to Government Code Section 54953(e) [AB 361]

*Budget Impact Overview:*

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

**RECOMMENDED ACTION:** Adopt Resolution \_\_-2022 authorizing remote teleconference meetings pursuant to Government Code Section 54953(e) [AB 361].

### Summary/Background

The proposed Resolution, if adopted, will authorize the City Council to conduct its meetings virtually or in person under the teleconference rules contained in Government Code Section 54953(e).

On March 4, 2020, the Governor proclaimed a state of emergency to address the threat of the COVID-19 pandemic. That proclamation remains in effect.

On March 17, 2020, Governor Newsom signed Executive Order N-29-20 which allowed Council to meet virtually under relaxed teleconferencing rules. Council did so until Executive Order N-29-20 expired on September 30, 2021, and was replaced by different rules under Government Code Section 54953(e) [AB 361] effective October 1, 2021. Council initially elected to resume meeting in person, but the persistence of the COVID pandemic has prompted Council and staff to consider resuming its virtual meetings.

Government Code Section 54953(e) authorizes Council to use teleconferencing to hold its meetings during a proclaimed state of emergency when state or local officials have imposed or recommended measures to promote social distancing. "State of Emergency" is narrowly defined such that one only exists when the Governor has proclaimed one under the authority of Government Code Section 8625, which occurred on March 4, 2020, and remains in effect.

If Council adopts the recommended Resolution, meetings must meet the following requirements:

1. Agendas and notice of the meeting must be posted, but not at all teleconference locations. (GC 54953(e)(2)(A)).
2. Members of the public must be allowed to access the meeting and address the Council. The agenda must (1) include notice of the means by which members of the public can access the meeting and comment, and (2) identify and include an opportunity for all persons to attend via call-in option or internet-based service option, but the City is not required to provide a physical location from which the public may attend or comment. (GC 54953(e)(2)(B)).
3. Teleconference meetings must protect the statutory and constitutional rights of all parties and members of the public appearing before Council. (GC 54953(e)(2)(C)).

4. If a disruption occurs that prevents the city from broadcasting the meeting or that prevents the public from participating or commenting using the call-in option, no further action on the agenda items can be taken until the disruption is remedied. (GC 54953(e)(2)(D)).
5. The City cannot require public comments to be submitted in advance of the meeting and must allow for comments to be made in “real time”. This does not require the city to provide a physical location from which the public may attend or comment. (GC 54953(e)(2)(E)).
6. GC Section 54953.3 precludes the City from requiring meeting attendees to register his or her name or to provide other information, complete a questionnaire, or fulfill any other condition precedent to attendance. AB 361 provides that individuals who want to provide public comment through the use of an internet website or other online platform not under the City’s control may nevertheless be required to register as required by that third-party internet website or online platform to participate. (GC 54953(e)(2)(F)).
7. Colfax takes public comment separately on each agenda item so it will have to allow a reasonable amount of time per agenda item for the public to register or be recognized for the purpose of providing public comment. (GC 54953(e)(2)(G)(ii)). This generally applies to the public comment period on matters within the City’s subject matter jurisdiction.
8. The following findings must be made within 30 days after teleconferencing under AB 361 for the first time without complying with Government Code Section 54953(b)(3) and every 30 days thereafter: (A) The Council has reconsidered the circumstances of the state of emergency, (B) Either the state of emergency continues to directly impact the ability of the Council to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing. (GC 54953(e)(3)). Staff plans to place this periodic review on the Consent Calendar.

Staff is prepared to implement these requirements and will be available to answer any questions.

**Fiscal Impact**

None

**Attachments:**

1. Resolution \_\_-2022

# City of Colfax

## City Council

Resolution No. \_\_-2022

---

AUTHORIZING REMOTE TELECONFERENCE MEETINGS PURSUANT TO GOVERNMENT CODE  
SECTION 54953(e) [AB 361]

---

**WHEREAS**, Government Code Section 54953(e), as adopted by Assembly Bill 361 (AB 361) allows the Council to hold open meetings by teleconference without reference to otherwise applicable requirements of Government Code Section 54953(b)(3), so long as Council complies with legally-imposed requirements, there exists a declared state of emergency, and one of the following circumstances is met: (1) State or local officials have imposed or recommended measures to promote social distancing, (2) Council is holding the meeting for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees, and (3) Council has determined, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees; and,

**WHEREAS**, on March 4, 2020, the Governor proclaimed a state of emergency pursuant to Government Code Section 8625, and that proclamation remains in effect; and,

**WHEREAS**, the City Council hereby declares that a state of emergency as a result of the threat of COVID-19 still exists and continues to impact the ability of members of the public, the City Council, Council subcommittees, City staff and consultants to meet safely in person.

**NOW THEREFORE, BE IT RESOLVED BY** the City Council of the City of Colfax as follows:

1. The foregoing recitals are true and correct statements of fact and are incorporated into this Resolution by this reference.
2. The City Council hereby finds and declares the following conditions are met as required by Government Code Section 54953(e)(3):
  - (i) The Governor of California proclaimed a state of emergency on March 4, 2020, pursuant to Government Code Section 8625, which remains in effect.
  - (ii) The City Council has determined that, as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.
3. The City Manager is authorized to utilize teleconferencing to conduct all City of Colfax public meetings pursuant to AB 361 and Government Code Section 54953(e).
4. In accordance with AB 361, the City Council shall reconsider the passage of this Resolution not less than every 30 days to determine whether a state of emergency continues to directly impact the ability of the Council to meet safely in person, or whether state or local officials continue to impose or recommend social distancing, until this Resolution is rescinded.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at a regular meeting of the City Council of the City of Colfax held on the 25th of May, 2022, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

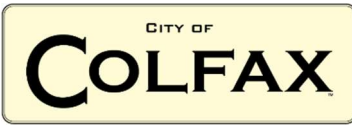
---

**Trinity Burruss, Mayor**

**ATTEST:**

---

**Marguerite Bailey City Clerk**



# Staff Report to City Council

## FOR THE MAY 25, 2022 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Laurie Van Groningen, Finance Director  
**Subject:** Cash Summary – April 2022

*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 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 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 as part of the proposed budget process each year.

The attached reports reflect an overview of the financial transactions of the City of Colfax in April 2022. Some monthly highlights are listed below:

- April revenues included:
  - Allocation for Sales Tax revenues reported/paid to the State for the month of February 2022 (two-month lag).
  - Quarterly Interest Earnings - LAIF
  - Ongoing monthly receipts for Sewer services
- April expenditures included:
  - Ongoing monthly operating expenses
  - Approved capital project expenditures – significant amounts for PSPS Generator and the WWTP Solar grant projects.
- Negative cash fund balances at the end of April are due to timing of funding allocations and reimbursements:
  - Fund 203 – Cares Act Funding CDBG. This grant funding was for City Subsistence Assistance program. The City has elected to close this program due to lack of participation. Grant closeout and request for reimbursement have been submitted. Payment is expected before end of fiscal year.
  - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), City Gas Tax revenues, and a General Fund allocation. PCTPA Funding was received in March. Transfers of Gas tax and General fund allocations will be completed as part of fiscal year end accounting.



- Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – final funding of grant is still pending. CDBG has an approved start date of expenditures. Any unfunded expenditures would require allocation from the General Fund.
- Fund 367 – SB2 Planning Grant – this is a reimbursable grant. The second round of reimbursement requests were submitted in February and are still pending. HCD is backlogged and cannot commit to a payment date.
- Fund 373 – S Auburn/Whitcomb improvements. This project will be funded with Road Mitigation fees at project completion. Final costs and fund transfers are pending based on cost overages due to PCWA water breaks (2).
- Fund 376 – Downtown Streetscape – This project is primarily (89%) funded with grant funds on a reimbursement basis. Reimbursement requests are expected to be submitted on a quarterly basis with the first request being anticipated at end of fiscal year. The balance of funding will be a City General Fund match.
- Fund 378 – Zoning Code Update. This project is 100% funded with grant funds on a reimbursement basis. Reimbursement requests are expected to be submitted on a quarterly basis with the first request being anticipated at end of fiscal year.
- Fund 575 – WWTP Construction Grant. This is a reimbursable grant. Reimbursement requests are scheduled to be submitted quarterly – final grant award was processed in December. The first reimbursement request was submitted in early March 2022 and is anticipated to be remitted to the City in May.
- Fund 576 – Phase II – Pond 3 Fissure Repair. This project is anticipated to be funded by insurance. Final Project costs were submitted for reimbursement in early March 2022 – previous reimbursements have taken 3-6 months.
- Fund 585 – Lift station #5 Force Main repair. Current expenditures include design work being performed by GHD (approved \$50K). Repair work is estimated at \$532K and the total project will be funded at completion by Sewer Connection fees and American Rescue Plan Act (ARPA) funding.
- Anticipated revenues/expenditures for May include:
  - Revenues
    - Allocation for Sales Tax revenues reported/paid to the State for the month of March 2022 (two-month lag).
  - Expenditures
    - Ongoing monthly operating expenses.
    - Approved capital project expenditures – expect an increase as WWTP solar project, Lift Station #5 repairs, and Generator replacement projects have expected increased activity.

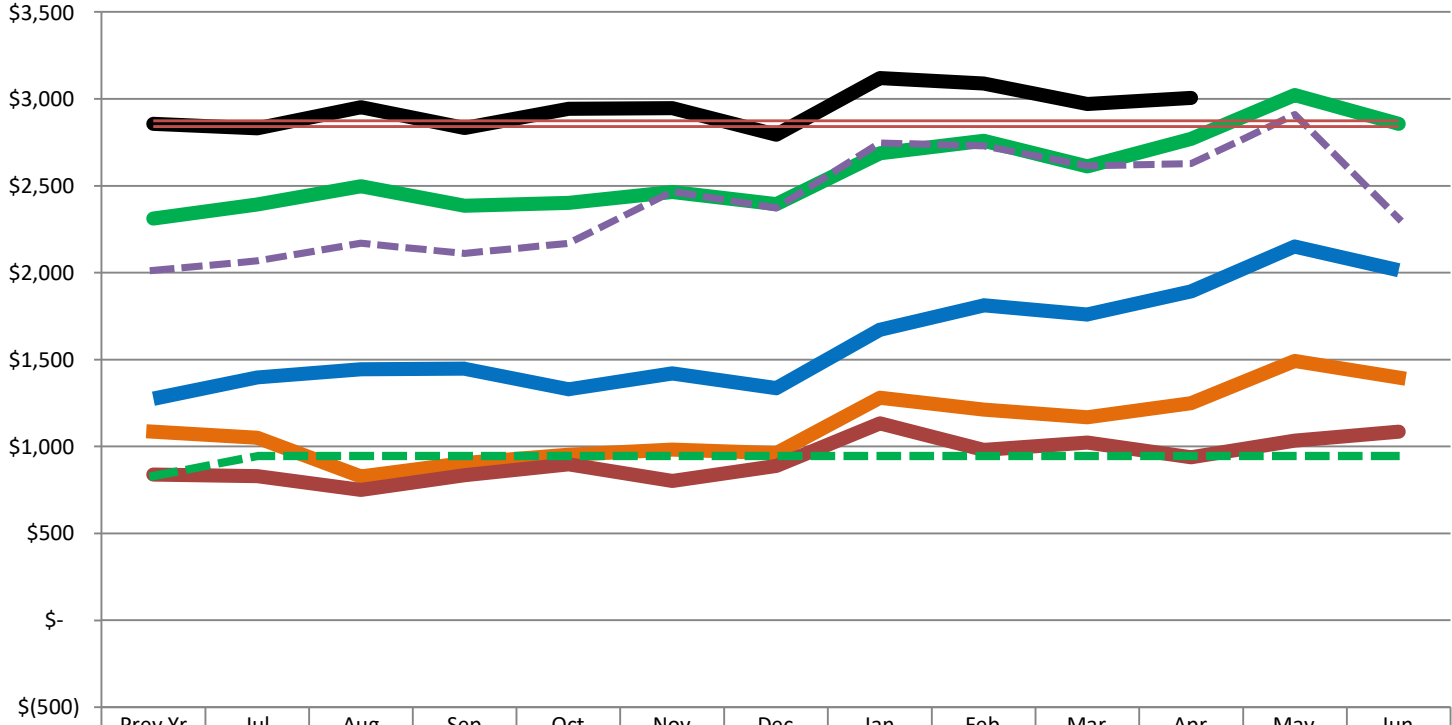
**Attachments:**

1. General Fund Reserved Cash Analysis Graph
2. Cash Activity Reports
  - a. Cash Summary
  - b. Cash Transactions Report – by individual fund
  - c. Check Register Report - Accounts Payable

## City of Colfax - April 2022 General Fund Reserved Cash Analysis

(Dollars in Thousands)

**Fiscal Year 2021-22 >>**



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<b>Cash Balance FY2021-22</b>	\$2,857	\$2,831	\$2,953	\$2,833	\$2,943	\$2,946	\$2,794	\$3,120	\$3,088	\$2,971	\$3,004		
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	\$3,023	\$2,857
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
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
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
Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	\$1,086
*Reserves (Ops, Cap, Pen)	\$830	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945
Budget FY2021-22	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857

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

**City of Colfax  
Cash Summary  
April 30, 2022**

	Balance 03/31/2022	Revenues In	Expenses Out	Transfers	Balance 04/30/2022
US Bank	\$ 225,575.85	\$ 394,542.30	\$ (887,446.03)	\$ 350,000.00	\$ 82,672.12
LAIF	\$ 8,297,952.05	\$ 6,582.15	\$ -	\$ (350,000.00)	\$ 7,954,534.20
Total Cash - General Ledger	<u>\$ 8,523,527.90</u>	<u>\$ 401,124.45</u>	<u>\$ (887,446.03)</u>	<u>\$ -</u>	<u>\$ 8,037,206.32</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 8,523,827.90</u>	<u>\$ 401,124.45</u>	<u>\$ (887,446.03)</u>	<u>\$ -</u>	<u>\$ 8,037,506.32</u>

**Change in Cash Account Balance - Total** \$ (486,321.58)

## Attached Reports:

1. Cash Transactions Report (By Individual Fund)		
2. Check Register Report (Accounts Payable)	\$ (815,186.29)	
Cash Receipts	\$ 252,034.66	
Payroll Checks and Tax Deposits	\$ (63,300.11)	
Utility Billings - Receipts	\$ 133,548.01	
UB Refund	\$ -	
LAIF Interest	\$ 6,582.15	
	\$ -	
	<u>\$ (486,321.58)</u>	\$ -

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

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

**City of Colfax**  
**Cash Transactions Report - April 2022**

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
<b>Fund Type: 1.11 - General Fund - Unassigned</b>				
Fund: 100 - General Fund	\$ 2,933,201.49	\$ 181,399.87	\$ (137,774.35)	\$ 2,976,827.01
Fund: 120 - Land Development Fees	\$ 38,350.90	\$ 9,969.39	\$ (20,793.70)	\$ 27,526.59
Fund: 200 - Cannabis Application	\$ (107.01)	\$ -	\$ -	\$ (107.01)
<b>Fund Type: 1.11 - General Fund - Unassigned</b>	<b>\$ 2,971,445.38</b>	<b>\$ 191,369.26</b>	<b>\$ (158,568.05)</b>	<b>\$ 3,004,246.59</b>
<b>Fund Type: 1.14 - General Fund - Restricted</b>				
Fund: 205 - Escrow Funds	\$ 117,157.00	\$ -	\$ -	\$ 117,157.00
Fund: 571 - AB939 Landfill Diversion	\$ 23,317.26	\$ -	\$ -	\$ 23,317.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 778,217.67	\$ -	\$ (5,074.60)	\$ 773,143.07
<b>Fund Type: 1.14 - General Fund - Restricted</b>	<b>\$ 918,691.93</b>	<b>\$ -</b>	<b>\$ (5,074.60)</b>	<b>\$ 913,617.33</b>
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>				
Fund: 202 - ARPA American Rescue Plan Act	\$ 239,736.15	\$ 184.70	\$ -	\$ 239,920.85
Fund: 203 - CARES Act Funding - CDBG	\$ (16,409.27)	\$ -	\$ -	\$ (16,409.27)
Fund: 210 - Mitigation Fees - Roads	\$ 267,184.19	\$ 205.84	\$ -	\$ 267,390.03
Fund: 211 - Mitigation Fees - Drainage	\$ 5,393.96	\$ 4.16	\$ -	\$ 5,398.12
Fund: 212 - Mitigation Fees - Trails	\$ 74,933.08	\$ 57.73	\$ -	\$ 74,990.81
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 191,900.71	\$ 147.84	\$ -	\$ 192,048.55
Fund: 214 - Mitigation Fees - City Bldgs	\$ 101,227.70	\$ 77.99	\$ -	\$ 101,305.69
Fund: 215 - Mitigation Fees - Vehicles	\$ 22,107.93	\$ 17.04	\$ -	\$ 22,124.97
Fund: 217 - Mitigation Fees - DT Parking	\$ 43,279.28	\$ 33.35	\$ -	\$ 43,312.63
Fund: 218 - Support Law Enforcement	\$ 19,679.76	\$ 5,320.24	\$ -	\$ 25,000.00
Fund: 244 - CDBG Program Inc - ME Lending	\$ 1,002.25	\$ 2.06	\$ -	\$ 1,004.31
Fund: 250 - Streets - Roads/Transportation	\$ (15,897.37)	\$ -	\$ (12,527.75)	\$ (28,425.12)
Fund: 253 - Gas Taxes	\$ 28,892.89	\$ 4,140.02	\$ (1,315.49)	\$ 31,717.42
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 151,267.89	\$ 3,834.92	\$ -	\$ 155,102.81
Fund: 270 - Beverage Container Recycling	\$ 19,100.52	\$ 14.72	\$ -	\$ 19,115.24
Fund: 280 - Oil Recycling	\$ 3,766.18	\$ 2.91	\$ -	\$ 3,769.09
Fund: 292 - Fire Department Capital Funds	\$ 93,265.04	\$ 71.86	\$ -	\$ 93,336.90
Fund: 342 - Fire Construction - Mitigation	\$ 75,780.39	\$ 58.39	\$ -	\$ 75,838.78
Fund: 343 - Recreation Construction	\$ 75,780.86	\$ 58.39	\$ -	\$ 75,839.25
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>	<b>\$ 1,381,992.14</b>	<b>\$ 14,232.16</b>	<b>\$ (13,843.24)</b>	<b>\$ 1,382,381.06</b>
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>				
Fund: 367 - SB2 - Planning Grant	\$ (49,670.24)	\$ -	\$ (432.60)	\$ (50,102.84)
Fund: 358 - CDBG Pavement	\$ (92,621.34)	\$ -	\$ -	\$ (92,621.34)
Fund: 373 - S Auburn/Whitcomb Imp	\$ (126,307.15)	\$ -	\$ -	\$ (126,307.15)
Fund: 376 - Downtown Streetscape	\$ (0.00)	\$ -	\$ (1,206.00)	\$ (1,206.00)
Fund: 378 - Zoning Code Update	\$ (0.00)	\$ -	\$ (468.65)	\$ (468.65)
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>	<b>\$ (268,598.73)</b>	<b>\$ -</b>	<b>\$ (2,107.25)</b>	<b>\$ (270,705.98)</b>
<b>Fund Type: 2.11 - Enterprise Funds</b>				
Fund: 560 - Sewer	\$ 1,561,095.55	\$ 87,049.18	\$ (142,780.82)	\$ 1,505,363.91
Fund: 561 - Sewer Liftstations	\$ 732,730.34	\$ 13,408.21	\$ (15,901.89)	\$ 730,236.66
Fund: 563 - Wastewater Treatment Plant	\$ 790,881.13	\$ 94,695.72	\$ -	\$ 885,576.85
Fund: 564 - Sewer Connections	\$ 443,017.95	\$ -	\$ -	\$ 443,017.95
Fund: 574 - OES PSPS Grant	\$ 276,702.30	\$ 216.08	\$ (338,323.15)	\$ (61,404.77)
Fund: 575 - WWTP Construction Grant	\$ (206,863.21)	\$ -	\$ (210,847.03)	\$ (417,710.24)
Fund: 576 - Phase II - Pond 3 Fissure Repair	\$ (27,956.11)	\$ -	\$ -	\$ (27,956.11)
Fund: 585 - LS #5 Force Main Repairs	\$ (51,620.87)	\$ -	\$ -	\$ (51,620.87)
<b>Fund Type: 2.11 - Enterprise Funds - Unassign</b>	<b>\$ 3,517,987.08</b>	<b>\$ 195,369.19</b>	<b>\$ (707,852.89)</b>	<b>\$ 3,005,503.38</b>
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>				
Fund: 998 - PAYROLL CLEARING FUND	\$ 2,010.10	\$ 153.84	\$ -	\$ 2,163.94
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>	<b>\$ 2,010.10</b>	<b>\$ 153.84</b>	<b>\$ -</b>	<b>\$ 2,163.94</b>
<b>Grand Totals:</b>	<b>\$ 8,523,527.90</b>	<b>\$ 401,124.45</b>	<b>\$ (887,446.03)</b>	<b>\$ 8,037,206.32</b>

Check Register Report

Item 3B

Checks April 2022

Date: 05/06/2022

Time: 2:12 pm

CITY OF COLFAX

BANK: US BANK

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
58000	04/06/22	Reconciled		04/30/22	03141	CALPERS	APR 2022 HEALTH PREMIUMS	7,966.92
58001	04/06/22	Reconciled		04/30/22	1161	49ER WATER SERVICES	BIOASSAY MAR 2022	4,395.00
58002	04/06/22	Reconciled		04/30/22	01500	ANDERSON'S SIERRA	ROY TOMS IRRIGATION SUPPLIES	110.04
58003	04/06/22	Reconciled		04/30/22	01650	AQUA SIERRA CONTROLS INC.	WWTP SCADA PROGRAMMING	12,968.00
58004	04/06/22	Reconciled		04/30/22	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL FEB 2022	5,040.00
58005	04/06/22	Reconciled		04/30/22	03121	CALIFORNIA BUILDING	Q1 2022 GREEN FEES	17.10
58006	04/06/22	Reconciled		04/30/22	04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE APR 2022	420.76
58007	04/06/22	Reconciled		04/30/22	04532	DIVISION OF STATE ARCHITECT	Q1 2022 SB1186 FEES COLLECTED	8.80
58008	04/06/22	Reconciled		04/30/22	07465	GOLD MINER PEST CONTROL	CORP YARD PEST CONTROL	100.00
58009	04/06/22	Reconciled		04/30/22	08050	HACH COMPANY	WWTP LAB SUPPLIES	3,506.68
58010	04/06/22	Reconciled		04/30/22	08086	HBE RENTALS	PW STUMP GRINDER RENTAL	150.00
58011	04/06/22	Reconciled		04/30/22	08170	HILLS FLAT LUMBER CO	SUPPLIES	566.39
58012	04/06/22	Reconciled		04/30/22	08501	HOME DEPOT CREDIT SERVICES	STMT 3/21/22	2,592.35
58013	04/06/22	Reconciled		04/30/22	12209	LIEBERT CASSIDY WHITMORE	LEGAL MATTER	306.00
58014	04/06/22	Reconciled		04/30/22	12209	LIEBERT CASSIDY WHITMORE	LEGAL MATTER	4,066.50
58015	04/06/22	Reconciled		04/30/22	13174	MARGUERITE BAILEY	CITY CLERK TRAINING TRAVEL	128.67
58016	04/06/22	Reconciled		04/30/22	14356	NORTHERN CALIFORNIA GLOVE	PW PROTECTIVE JACKETS	239.28
58017	04/06/22	Reconciled		04/30/22	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS MAR 2022	9,093.92
58018	04/06/22	Reconciled		04/30/22	03580	PLACER COUNTY HHS	Q4 FY 21/22 ANIMAL & FIELD SVC	6,139.00
58019	04/06/22	Reconciled		04/30/22	18581	ROSENDIN	LS GENERATOR RPLCMT FEB 2022	141,509.15
58020	04/06/22	Reconciled		04/30/22	19070	SCORE - SMALL CITIES ORGANIZED	Q4 FY 21/22 WORK COMP	18,908.54
58021	04/06/22	Reconciled		04/30/22	19575	SHANNA STAHL	SCORE MEETING MILEAGE	159.71
58022	04/06/22	Reconciled		04/30/22	19650	STATE BOARD OF EQUALIZATION	Q3 FY 21/22 SELF ASSESSED TAX	16.00
58023	04/06/22	Reconciled		04/30/22	19743	WILL STOCKWIN	COLFAX CONN EDITING APR 2022	300.00
58024	04/06/22	Reconciled		04/30/22	21105	UNICO ENGINEERING	INSPECTION SVCS FEB 2022	9,754.80
58025	04/06/22	Reconciled		04/30/22	21560	US BANK CORPORATE PMT SYSTEM	STMT 3/22/22	4,352.03
58026	04/06/22	Reconciled		04/30/22	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS MAR 2022	8,393.75
58027	04/06/22	Reconciled		04/30/22	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.88
58028	04/11/22	Reconciled		04/30/22	2087	BASIC PACIFIC	FSA BENEFIT PYMT	319.00
58029	04/13/22	Reconciled		04/30/22	01414	ALHAMBRA & SIERRA SPRINGS	WATER	83.91
58030	04/13/22	Reconciled		04/30/22	01766	AT&T MOBILITY	CITY CELL PHONES	717.60
58031	04/13/22	Reconciled		04/30/22	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL MAR 2022	4,500.00
58032	04/13/22	Reconciled		04/30/22	03401	CHOICE BUILDER	MAY 2022 PREMIUMS	473.83
58033	04/13/22	Reconciled		04/30/22	3425	CINTAS	UNIFORMS/SUPPLIES	412.09
58034	04/13/22	Reconciled		04/30/22	3484	CLEANNET USA	DEPOT & CITY HALL CLEANING APR	698.00
58035	04/13/22	Reconciled		04/30/22	03482	CLEAR PATH LAND EVOLVEMENT,	WWTP ANNUAL SURVEY	1,800.00
58036	04/13/22	Printed			3506	COLFAX CAR WASH	CAR WASH CARDS	400.00
58037	04/13/22	Reconciled		04/30/22	04592	DACOMM	WWTP INTERNET	99.95
58038	04/13/22	Reconciled		04/30/22	04260	DEPARTMENT OF WATER RESOURCES	ANNUAL DAM STORAGE FY 22/23	18,745.00
58039	04/13/22	Reconciled		04/30/22	05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	8,450.14
58040	04/13/22	Reconciled		04/30/22	07200	GENERAL PLUMBING SUPPLY	BALLPARK RESTROOM RPR	171.63
58041	04/13/22	Reconciled		04/30/22	14859	GHD INC.	ENG SVCS MAR 2022	13,585.00
58042	04/13/22	Printed			07460	GOLD COUNTRY MEDIA	CHICKEN ORDINANCE PUB NOTICE	243.61
58043	04/13/22	Printed			07460	GOLD COUNTRY MEDIA	MWI JOB POSTING	358.05
58044	04/13/22	Reconciled		04/30/22	07570	GRAINGER	WWTP LAB SUPPLIES	177.87

Check Register Report

Item 3B

Checks April 2022

Date: 05/06/2022

Time: 2:12 pm

CITY OF COLFAX

BANK: US BANK

Page: 2

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
58045	04/13/22	Printed			08086	HBE RENTALS	CORP YARD PROPANE	16.37
58046	04/13/22	Printed			08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	2,684.74
58048	04/13/22	Reconciled		04/30/22	08660	HUNT AND SONS, INC.	FUEL	481.07
58049	04/13/22	Reconciled		04/30/22	23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASSISTANCE	1,624.00
58050	04/13/22	Reconciled		04/30/22	12235	LIVELY LOCKS AND DEAD BOLTS	FIRE STATION LOCK RPR	174.00
58051	04/13/22	Reconciled		04/30/22	18400	NAPAAUTO PARTS	STMT 3/31/22	233.95
58052	04/13/22	Reconciled		04/30/22	14356	NORTHERN CALIFORNIA GLOVE	PW GLOVES	169.65
58053	04/13/22	Reconciled		04/30/22	14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	78.87
58054	04/13/22	Reconciled		04/30/22	16035	PG&E	ELECTRICITY	43,324.66
58055	04/13/22	Reconciled		04/30/22	16192	PLACER COUNTY DOCUMENT	ENVELOPES	446.37
58056	04/13/22	Reconciled		04/30/22	16165	PLACER COUNTY ENVIRONMENTAL	LANDFILL TESTING Q3 FY 21/22	922.50
58057	04/13/22	Reconciled		04/30/22	16161	PLACER COUNTY EXECUTIVE OFFICE	FIRE SVCS Q3 FY 21/22	18,750.00
58058	04/13/22	Reconciled		04/30/22	16040	PURCHASE POWER	POSTAGE REFILL	503.50
58059	04/13/22	Reconciled		04/30/22	17951	R3 CONSULTING GROUP	FRANCHISE FEE/SB1383 COMPLIANC	1,411.50
58060	04/13/22	Reconciled		04/30/22	19037	SAFE SIDE SECURITY	CORP YARD SECURITY APR 2022	155.00
58061	04/13/22	Reconciled		04/30/22	19193	SECURE RECORD MANAGEMENT	Q1 2022 SHREDDING SVCS	75.00
58062	04/13/22	Reconciled		04/30/22	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	179.00
58063	04/13/22	Reconciled		04/30/22	14989	SMARTCOVER SYSTEMS	SMARTFLOW SYSTEM WARRANTY	3,897.00
58064	04/13/22	Reconciled		04/30/22	22134	VISION QUEST	TECH SUPPORT/SUPPLIES	1,831.50
58065	04/13/22	Reconciled		04/30/22	22134	VISION QUEST	TECH SUPPORT SUPPLIES	1,066.01
58066	04/13/22	Reconciled		04/30/22	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	227.43
58067	04/13/22	Reconciled		04/30/22	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	38.42
58068	04/13/22	Reconciled		04/30/22	23218	WENDEL ROSEN	LEGAL SERVICES MAR 2022	4,318.50
58069	04/13/22	Reconciled		04/30/22	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL MAR 2022	1,973.50
58070	04/22/22	Reconciled		04/30/22	01500	ANDERSON'S SIERRA	LIONS PARK IRRIGATION	16.59
58071	04/22/22	Printed			3484	CLEANNET USA	DEPOT & CITY HALL CLEANING	993.00
58072	04/22/22	Reconciled		04/30/22	04592	DACOMM	WWTP INTERNET	99.95
58073	04/22/22	Reconciled		04/30/22	08050	HACH COMPANY	WWTP LAB SUPPLIES	457.65
58074	04/22/22	Reconciled		04/30/22	08660	HUNT AND SONS, INC.	FUEL	736.46
58075	04/22/22	Reconciled		04/30/22	23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASSISTANCE MAR	696.00
58076	04/22/22	Reconciled		04/30/22	12551	LOCAL GOVERNMENT COMMISSION	STREETScape PLANNING	1,206.00
58077	04/22/22	Printed			14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	88.84
58078	04/22/22	Reconciled		04/30/22	16300	PCWA -PLACER COUNTY	WATER	1,159.00
58079	04/22/22	Printed			16165	PLACER COUNTY ENVIRONMENTAL	WWTP HAZMAT TESTING FY 22/23	1,188.00
58080	04/22/22	Reconciled		04/30/22	18581	ROSENDIN	GENERATOR REPLACEMENT MAR 22	195,627.80
58081	04/22/22	Reconciled		04/30/22	19391	SIERRA MEDICAL PARTNERSHIP	COVID TESTING	125.00
58082	04/22/22	Reconciled		04/30/22	21105	UNICO ENGINEERING	ARCO INSPECTIONS	11,011.10
58083	04/22/22	Printed			22240	VULCAN MATERIALS COMPANY	ASPHALT	407.87
58084	04/22/22	Reconciled		04/30/22	23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	61.87
58085	04/22/22	Printed			18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	331.66
58086	04/22/22	Printed			18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	155.64
58087	04/27/22	Printed			01448	AMERIGAS - COLFAX	DEPOT PROPANE	507.01
58088	04/27/22	Printed			03540	COLFAX LIONS CLUB	EASTER EGG HUNT EVENT DEP	100.00
58089	04/27/22	Printed			04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE MAY 2022	420.76
58090	04/27/22	Printed			06278	FRONTIER COMMUNICATIONS	WWTP PHONE	208.17
58091	04/27/22	Printed			07460	GOLD COUNTRY MEDIA	PUBLIC HEARING NOTICE	170.63
58092	04/27/22	Printed			07465	GOLD MINER PEST CONTROL	WWTP/LS PEST CONTROL	210.00

Check Register Report

Item 3B

Checks April 2022

Date: 05/06/2022

Time: 2:12 pm

Page: 3

CITY OF COLFAX

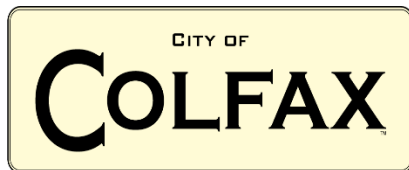
BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
58093	04/27/22	Printed			07570	GRAINGER	WWTP LAB SUPPLIES	31.40
58094	04/27/22	Printed			8501	HOLT RENEWABLES	WWTP SOLAR CONST PROGRESS	201,807.03
58095	04/27/22	Printed			11130	KRUGER, INC.	WWTP FILTER	1,695.77
58096	04/27/22	Printed			21452	URSU, EMMANUEL	PLANNING SVCS MAR 2022	8,255.45
58097	04/27/22	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
58098	04/27/22	Printed			23451	WOOD RODGERS	WWTP CONST GRANT MAR 2022	9,040.00
58099	04/27/22	Printed			23451	WOOD RODGERS	GENERATOR RPLCMT MAR 2022	1,171.25

**Total Checks: 99** **Checks Total (excluding void checks): 815,186.29**

**Total Payments: 99** **Bank Total (excluding void checks): 815,186.29**

**Total Payments: 99** **Grand Total (excluding void checks): 815,186.29**



# City Council Minutes

Regular Meeting of Colfax City Council

Wednesday, May 11, 2022

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

- 1 **CLOSED SESSION** (No Closed Session)
- 2 **OPEN SESSION**
  - 2A. **Call Open Session to Order**  
Mayor Burruss called the open session to order at 6:05 pm.
  - 2B. **Report from Closed Session**
  - 2C. **Pledge of Allegiance** made by Sgt. Kevin Griffiths
  - 2D. **Roll Call**  
Present: Councilmember Lomen, Councilmember Ackerman, Councilmember Fatula, and Mayor Burruss.  
Absent: Mayor Pro Tem Mendoza (Joined at 6:08pm)
  - 2E. **Approval of the Agenda Order**  
Item 5A, (Presentation by Mike Luken, Executive director, Placer County Transportation Planning Agency) was pulled and the remaining agenda items were considered.  
**MOTION** made by Councilmember Lomen and seconded by Councilmember Fatula and approved by the following vote:  
**AYES:** Lomen, Ackerman, Fatula, Burruss  
**NOES:**  
**ABSTAIN:**  
**ABSENT:** Mendoza
- 3 **CONSENT CALENDAR**
  - 3A. **SB 1383 Edible Food Generator and Food Recovery Organization Education and Inspection Services MOU- Placer County**  
**Recommendation:** Authorize the City Manager to execute a SB 1383 Edible Food Generator and Food Recovery Organization Education and Inspection Services Memorandum of Understanding with Placer County up until terminated by either party.
  - 3B. **Minutes**  
**Recommendation:** By Motion, approve the Colfax City Council minutes of 4/27/22.
  - 3C. **Ordinance 547 Amending Colfax Municipal Code Title 6, Chapter 6.20 “Limitations on the Number of Animals” (Chickens), to be effective 30 days after adoption.**  
**Recommendation:** Waive the second reading and adopt Ordinance 547, an Ordinance of the city of Colfax Amending Colfax Municipal Code Title 6, Chapter 6.20 “Limitations on the Number of Animals (Chickens), to be effective 30 days after adoption.
  - 3D. **Painting of Stop Bars and Crosswalks Downtown**  
**Recommendation:** Adopt Resolution \_\_-2022 authorizing the City Manager to execute a contractor agreement with Right Striping for the painting of step bars and crosswalks throughout downtown in a combined amount not to exceed \$11,112.
  - 3E. **March Cash Summary**  
**Recommendation:** Accept and File.



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

Mayor Pro Tem Mendoza entered the meeting at 6:08 pm.

Mayor Burruss requested Item 3C be removed and Councilmember Fatula requested Item 3D be removed.

By **MOTION**, approve the consent calendar excluding 3C and 3D.

**MOTION** made by Mayor Burruss and seconded by Councilmember Lomen, and approved by the following vote:

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

**NOES:**

**ABSTAIN:**

**ABSENT:**

Council discussed Item 3C. Councilmember Fatula stated that he had a contact that could pick up unintentional roosters. He also advised for families in need to contact him for donated materials to build their coops.

**MOTION** made by Councilmember Lomen to approve Item 3C, and seconded by Councilmember Fatula, and approved by the following vote:

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

**NOES:** Burruss

**ABSTAIN:**

**ABSENT:**

Item 3D was discussed by Council and City Manager, Wes Heathcock.

**MOTION** made by Councilmember Lomen to approve Item 3D, and seconded by Councilmember Fatula, and approved by the following vote:

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

**NOES:**

**ABSTAIN:**

**ABSENT:**

**4**     **AGENCY REPORTS**

- 4A.     **Placer County Sheriff Office** – Sergeant Kevin Griffiths provided recent public safety statistics.
- 4B.     **CHP** – Not in Attendance
- 4C.     **Placer County Fire/CALFIRE** – Battalion Chief Jeff Loveless provided a department update and statistics. Captain Nolan Hale from Station 30, described events for the Firefighter for a Day Contest.
- 4D.     **Non-Profits** – Chamber of Commerce Executive Director, Lauriana Cecchi spoke about upcoming events. Foxey McCleary spoke about the Art Walk, and the VFW post in Colfax needing more members to join.

**5**     **PRESENTATION**

- 5A.     ~~**Presentation by Mike Luken, Executive Director, Placer County Transportation Planning Agency**~~  
~~**South Placer Transportation Sales Tax Measure and how it could impact the City of Colfax.**~~  
~~**Discussion of other approaches to funding transportation infrastructure in Colfax.**~~

**6**     **PUBLIC HEARING** (No Public Hearing)

7 **PUBLIC COMMENT**

No Public Comment Received

8 **COUNCIL AND STAFF**

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

No updates.

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

No updates.

9 **COUNCIL BUSINESS** (None)

10 **GOOD OF THE ORDER**

Councilmember Fatula recommended that the City pre-order it's summer paper supply due to a paper shortage. Mayor Pro Tem Mendoza promoted 2-1-1 as a helpful resource. Mayor Burruss stated that if there were any businesses, organizations, or partners within the community that were looking to do any hiring, education or recruiting, to reach out to her to participate in an upcoming event.

11 **ADJOURNMENT**

As there was no further business on the agenda, Mayor Burruss adjourned the meeting, by motion and without objection at 6:31 pm. Respectfully submitted to City Council this 25<sup>th</sup> day of May, 2022.



---

Marguerite Bailey, City Clerk



# Staff Report to City Council

## FOR THE MAY 25, 2022 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:** Authorize the City Manager to enter into a 1-year lease agreement with Rainbow Music for 99 Railroad Street Suite 4 with bartering terms.

### Summary/Background

Rainbow Music located at 99 Railroad Street Suite 4 (Pullman Car) is a City of Colfax tenant current lease that expires June 30, 2022. Rainbow Music is requesting a 1-year lease term with the ability to continue the rent reduction with in-kind building improvements.

Council previously agreed to a rent amount of \$500/month with the ability to reduce that by \$150/month with a defined activity that qualifies as a credit for the rent reduction. Rainbow Music proposal included the repair/replacement of 12 custom made windows in the railcar. The City’s property management company Foothills Property Management confirmed the previous windows in the 2021 lease were replaced as specified in the agreement.

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 \$1,800 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. 2021 Rainbow Music Lease Agreement
3. 2022 Rainbow Music Lease Extension

## Rainbow Music Company Railcar Window Repair Proposal

1. Back – Fourteen (14) need to be fully replaced - \$500.00 per window
  - a.  $\$500.00 \times 14 = \$7,000.00$

Tenants are asking for the The City of Colfax to consider another year lease beginning July 1, 2022. Tenant's proposal is to keep rent and barter agreement as previously agreed to in prior lease agreement. (\$500.00 - \$150 barter for windows)

Barter -  $\$150.00$  per month  $\times 12 = \$1800.00$

Due to the substantial increase in cost of wood, tenants are estimating the cost per window to remove, build and install at \$500 per window. Tenants are proposing to barter \$1,800.00 for partial labor as their contribution with the City of Colfax covering the balance of labor and materials.

Tenants to complete all windows proposed by April 30,2023.



# 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. See exhibit \_\_\_\_\_ for a further description of the Premises.

2. **TERM:** The term begins on (date) June 10, 2021 ("Commencement Date"),  
(Check A or B):

**A. Lease:** and shall terminate on (date) June 30, 2022 at 5  AM  PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

**B. Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

**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. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for \_\_\_\_\_ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

(3) \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and \$ \_\_\_\_\_ 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 repair & replacement & gardening.

B. Base Rent is payable in advance on the 1st (or X 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. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second 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  is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

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.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

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

Tenant's Initials ( RB ) ( CB )



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>06/10/2021</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 ( TH ) ( \_\_\_\_\_ )

Tenant's Initials ( KB ) ( CB )



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 ( TR ) ( \_\_\_\_\_ )

Tenant's Initials ( RD ) ( CB )



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 initiated. 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 TH / Tenant's Initials RB CB

Landlord's Initials TH ( ) ( )

Tenant's Initials ( RB ) ( CB )





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.
- 3. Addendum One & Rainbow Music Company's Window Proposal attached and is art of the Agreement.

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 ( TH ) ( \_\_\_\_\_ )

Tenant's Initials ( RB ) ( CB )



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 Rob Bonner Date 6/22/2021  
DocuSigned by: 1CEA97AD5B1C497...

Rob Bonner  
(Print name)  
Address PO Box 1234 City Colfax State CA Zip 95713-1234  
DocuSigned by:

Tenant Christine Bonner Date 6/22/2021  
DocuSigned by: 1CEA97AD5B1C497...

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) \_\_\_\_\_  
Guarantor \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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

Landlord Tami Hampshire Date 6/13/2021  
DocuSigned by: 97D586C4FE9942D...  
(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. # 02054628  
By (Agent) Tami Hampshire CalBRE Lic. # 01745276 Date 6/13/2021  
DocuSigned by: 97D586C4FE9942D...  
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 \_\_\_\_\_





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... (2) Tenant has received a copy of the report...
C. If the Premises have not been inspected by a CASp...
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 or Landlord.

Tenant (Signature) Rob Bonner Date 6/22/2021
Tenant (Print name) Rob Bonner
Tenant (Signature) Christine Bonner Date 6/22/2021
Tenant (Print name) Christine Bonner
Landlord (Signature) Tami Hampshire Date 6/13/2021
Landlord (Print name) Foothill Properties
Landlord (Signature)
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)



CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. One

The following terms and conditions are hereby incorporated in and made a part of the: [ ] Purchase Agreement, [ ] Residential Lease or Month-to-Month Rental Agreement, [ ] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [X] Other Commercial Lease Agreement dated May 19, 2021, on property known as City of Colfax "Railcar"

in which Colfax, CA 95713 Rob Bonner, Christine Bonner is referred to as ("Buyer/Tenant") and Foothill Properties is referred to as ("Seller/Landlord").

***This Addendum is to clarify who is responsible for maintenance of the Railcar:***

- 1. Tenant's to continue bartering rent of \$150.00 per month for continued repair/replacement of Railcar Windows. This includes building the windows, installation, painting, sanding, putty as stated in 2021 Rainbow Music Company Window Repair Proposal. All repairs agreed to in Repair Proposal to be completed in its entirety by October 30, 2021.***
- 2. IMPORTANT: All windows to be completed w/permits. Tenant to complete a new permit application (at not cost to tenant) Tenant to abide by City of Colfax permit process and must contact City Inspector for inspection prior to installation. Once installation is complete, Tenant to contact City Inspector for re-inspection and approval.***
- 3. Per Paragraph 17 (A) of Commercial Lease Agreement dated 5/19/21: Tenant 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. If Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost. (Landlord to cover items considered "capital improvement")***
- 4. Per Paragraph 17 (B) of Commercial Lease Agreement dated 5/19/21: Landlord shall maintain the roof, foundation, exterior walls, and common areas. Landscaping will be cared for by Colfax Public Works Dept and Tenants. Tenants to coordinate bartered gardening with Public Works.***
- 5. Landlord responsibilities to include: Pressure wash roof, Caulk the joints on the roof, paint the roof, fix the entry platform. Repairs to be coordinated with tenants as to not interrupt tenants business operatio***

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document. Date 6/22/2021 Date 6/13/2021

Date \_\_\_\_\_ DocuSigned by: \_\_\_\_\_  
Buyer/Tenant Rob Bonner  
Buyer/Tenant Christine Bonner

Date \_\_\_\_\_ DocuSigned by: \_\_\_\_\_  
Seller/Landlord Tami Hampshire  
Seller/Landlord \_\_\_\_\_

© 1986-2015, 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. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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

ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)



# 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 May 1, 2021. Tenan'ts proposal is to keep rent and barter agreement as previously agreed to in prior lease agreement. (\$500.00 - \$150 barter for windows)  $\$150.0 \text{ per month} \times 12 = \$1800.00$

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.

<sup>DS</sup>  
TH

6/13/2021

6/22/2021

<sup>DS</sup>  
RB

<sup>DS</sup>  
CB



CALIFORNIA ASSOCIATION OF REALTORS®

EXTENSION OF LEASE (C.A.R. Form EL, Revised 12/19)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease
[ ] other (Lease),
dated May 19, 2021, on property known as City of Colfax "Railcar" Colfax, CA 95713 (Premises),
in which Rob Bonner, Christine Bonner is referred to as (Tenant)
and Foothill Properties is referred to as (Landlord).

Note to Landlord: If the Premises are subject to any rent increase cap under any state or local law, Landlord is strongly advised to seek counsel from a qualified California real estate lawyer, who is familiar with the law where the property is located, prior to using this form to modify any of the existing terms of the Lease.

The terms of the tenancy are changed as follows. Unless otherwise provided, the change shall take effect on the date the Lease was scheduled to terminate.

- 1. EXTENSION OF TERM: The scheduled termination date is extended to June 30, 2023 (Date).
2. Rent shall be \$ per month.
3. Security deposit shall be increased by \$ .
4. [ ] Rent Cap and Just Cause Addendum (C.A.R. Form RCJC) is attached and incorporated into the Lease.
5. ADDITIONAL TERMS:

- 1. All windows outlined in the Rainbow Music Company "Railcar Window Repair Proposal June, 2021 proposal have been completed and approved by the City of Colfax Building Inspector.
2. The proposal for the balance of the 14 Windows needing full replacement is attached.

By signing below, Tenant and Landlord acknowledge that each has read, understands, and received a copy of and agrees to the terms of this Extension of Lease.

Tenant Rob Bonner Date
Tenant Christine Bonner Date
Landlord Foothill Properties Date
Landlord Date

© 2019, 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®. 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. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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

Reviewed by Date



EL REVISED 12/19 (PAGE 1 OF 1)

EXTENSION OF LEASE (EL PAGE 1 OF 1)



# Staff Report to City Council

## FOR THE MAY 25, 2022, REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
 Alfred A. "Mick" Cabral, City Attorney

- Subject:**
1. Calling and giving notice of the November 8, 2022 General Municipal Election, requesting consolidation of that election with the statewide general election and requesting services from the Placer County Clerk with respect to that election; and
  2. Notice of City Officer Elections; and
  3. Proposed Ballot Measure to adopt Ordinance 548 Amending Colfax Municipal Code Title 3, Chapter 3.20, To Charge The Transient Occupancy Tax On All Persons Receiving Revenue From Hotel Occupancy (Such As On-Line Hotel Brokers And Vacation Rental Agencies) And Increasing The Tax Rate From 8% to 10%.

*2/3 Vote of the Council Required to Place The TOT Measure on the Ballot*

*Subsequent Approval by a Majority of the Electorate Voting on the Measure Is Required To Increase and Expand The Transient Occupancy Tax.*

*Budget Impact Overview:*

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

**RECOMMENDED ACTION:** Discuss and consider adopting Resolution \_\_\_-2022 (1) calling and giving notice of a general municipal election to be held on Tuesday, November 8, 2022, requesting consolidation of that election with the statewide general election and requesting services from the Placer County Clerk with respect to that election; and (2) Notice of City Officer Elections; and (3) Submission of a Ballot Measure to the Voters to charge the transient occupancy tax on all persons receiving revenue from hotel occupancy and increasing the transient occupancy tax rate from 8% to 10%.

**Summary/Background**

The proposed resolution, if adopted by Council majority, will call a general municipal election for November 8, 2022, request consolidation of that election with the statewide general election, request services from the Placer County Clerk with respect to that election and provide notice of City officer elections and the offices to be filled. The proposed resolution requires the vote of 2/3 of the Council (4 votes) in order to properly place the TOT tax measure on the ballot. It then needs to receive a favorable majority vote of the voters at the November 8, 2022, general election. If properly adopted, this action will increase the transient occupancy tax (TOT) from 8% to 10% and expand the definition of "operator" to include on-line room sellers, resellers and brokers who contract with a hotel to arrange for rental of its rooms.

Calling the election, requesting consolidation with the statewide general election, requesting the services of the County Clerk and providing notice of the City officer elections and offices to be filled are routine, recur with each regular election and require a simple majority vote of the Council. In this instance, an increase in the TOT and imposition of the TOT on a new class of taxpayers – namely, all persons and entities that receive compensation from the rental of hotel rooms, including on-line room sellers, resellers and travel agents – requires approval by two-thirds of all members of the Council. See Government Code Section 53724(b). In other words, adopting the resolution that includes the TOT amendments requires the affirmative vote of four Council members, but passing and implementing the TOT expansion and tax increase requires only a majority vote of the electorate.

#### 1. The November 8, 2022 General Municipal Election.

A regular, general municipal election is scheduled for November 8, 2022. The proposed resolution calls and gives notice of that election, including the City offices to be filled. It requests consolidation of the municipal election with the statewide general election as allowed by California Elections Code Section 10400, and requests the services of the Placer County Clerk regarding that election. If Council approves submitting the Transient Occupancy Tax measure to the voters, consolidation with the statewide general election is mandatory under California Constitution Article XIII C §2(b). Although the services of the Placer County Clerk are typically utilized for Colfax municipal elections, those services are not automatically provided and, under California Elections Code Section 10002, must be requested by resolution. The City will have to pay for the services provided by the County Clerk.

These aspects of the resolution are routine and made by the Council with every regular election.

#### 2. Transient Occupancy Tax.

Colfax Municipal Code (“CMC” or the “Code”) Chapter 3.20 imposes a general tax, which is commonly referred to as a “Transient Occupancy Tax” or “TOT”, of 8% of the rent charged by the operator of a hotel on its customers. “Hotel” is broadly defined in CMC chapter 3.20 to mean “any space or structure or any portion of any space or structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodginghouse, roominghouse, apartment house, breakfast house, dormitory, public or private club, mobilehome or housetrailer at a fixed location, mobilehome or housetrailer or recreational vehicle park or other similar space or structure or portion thereof.”

The Transient Occupancy Tax is a “passthrough” tax in that it is collected by the hotel operators from their customers and passed along to the City. The TOT is not a tax on the hotel operators themselves, although hotel operators are responsible for collecting the tax from their customers and transmitting the tax collected to the City. It is a tax on hotel customers, who are typically not Colfax residents, for the privilege of temporarily occupying a hotel room in Colfax.

The 8% tax rate is lower than the rate charged by most municipalities that have a TOT. The predominant rate seems to be in the 10% range, but several jurisdictions, such as Los Angeles and San Francisco charge rates in excess of 15%. In staff’s opinion, the modest increase to 10% will produce additional revenue without dissuading customers from renting hotel rooms in Colfax. The 2% increase staff recommends is estimated to produce \$29,000.00 additional revenue every year and will remain in effect unless and until it is ended by the voters.



The hotel industry has undergone several changes since the City most recently amended its transient occupancy tax ordinance. In particular, on-line room sellers, on-line room resellers and on-line travel agents and travel-related businesses sell or resell hotel rooms to customers, but to date have not been collecting or passing the City's transient occupancy tax through to the City. The proposed amendments will extend the obligations to collect and remit the transient occupancy tax to the City to those on-line service providers.

The TOT is a general tax, which means that the proceeds of TOT collection can be used for general City expenditures, including but not limited to police, fire, road and pothole repair, and parks and recreation.. The City cannot impose, extend or increase a general tax until the tax is submitted to the electorate and approved by majority vote. See California Constitution Article XIII C §2(b) and Government Code §53723. The resolution itself requires approval by the affirmative vote of 2/3 of the Council. See Government Code §53724.

The resolution will properly present a ballot measure to the voters at the November 8, 2022, election. The changes to Chapter 3.20 will become effective if a majority of the voters approve. Chapter 3.20 will remain unchanged if a majority of the voters do not approve.

Staff will be available to answer questions or provide additional information.

### **Fiscal Impacts**

There will be an increase in City general fund revenue if the resolution is adopted and a majority of the voters approve. Staff estimates that increase will be \$29,000.00 per year.

### **Attachments:**

1. Resolution

**RESOLUTION NO. \_\_\_\_\_-2022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX, CALIFORNIA CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, REQUESTING CONSOLIDATION OF THAT ELECTION WITH THE STATEWIDE GENERAL ELECTION, AND REQUESTING SERVICES FROM THE PLACER COUNTY CLERK WITH RESPECT TO THAT ELECTION; NOTICE OF CITY OFFICER ELECTIONS AND NOTICE OF THE SUBMISSION OF MEASURE TO THE VOTERS.**

**WHEREAS**, a statewide general election will be held on Tuesday, November 8, 2022; and,

**WHEREAS**, a general municipal election for the City of Colfax is scheduled for November 8, 2022; and

**WHEREAS**, the interests of efficiency call for the consolidation of the City's election with the statewide general election to be held on the same day; and

**WHEREAS**, the Colfax City Council requests services from the Placer County Clerk for the conduct of that election; and

**WHEREAS**, Article XIII C, Section 2 of the California Constitution, and California Government Code Section 53723 authorize the Colfax City Council to impose, extend, or increase a general tax upon a majority vote of the voters voting in an election on the issue; and

**WHEREAS**, Section 37100.5 of the California Government Code authorizes the City to levy any tax, for revenue purposes, which may be levied by any charter city, subject to the voters' approval pursuant to Article XIII A of the California Constitution, except a tax on the privilege of occupying a campsite in a unit of the state park system; and

**WHEREAS**, Section 7280 of the California Revenue and Taxation Code authorizes the City to levy a tax on the privilege of occupying a room or rooms, or other living space, in a hotel, inn, tourist home or house, motel, or other lodging unless the occupancy is for a period of more than 30 days; and

**WHEREAS**, Colfax Municipal Code Chapter 3.20 establishes and imposes a transient occupancy tax in the amount of eight percent (8%) for the privilege of occupancy in any hotel, as defined, by transients, as defined, within the City; and

**WHEREAS**, the City Council desires to fund general municipal expenses such as police, fire, road and pothole repair, and parks and recreation by increasing the City's transient occupancy tax rate from eight percent (8%) to ten percent (10%) of the rent charged by the operator of any hotel; and

**WHEREAS**, currently the transient occupancy tax is collected from hotel operators, as defined, pursuant to Colfax Municipal Code Section 3.20.040; and

**WHEREAS**, should the Transient Occupancy Tax ballot measure provided for in this Resolution not receive a majority vote of the electorate voting on the measure, Colfax Municipal Code Chapter 3.20 shall remain unchanged without further action by the Colfax City Council; and

**WHEREAS**, California Elections Code Section 9222 authorizes the City Council to submit to the voters, without a petition, an ordinance for the repeal, amendment, or enactment of any ordinance; and

**WHEREAS**, the City Council desires to submit an ordinance expanding the scope of and providing for an increase of the City’s Transient Occupancy Tax to the voters of the City at the General Municipal Election to be held on Tuesday, November 8, 2022, and to be consolidated with any other election to be held on that date; and

**WHEREAS**, the proposed increase in the City’s Transient Occupancy Tax is more completely described in the amended Transient Occupancy Tax Ordinance attached hereto as Exhibit “A” and incorporated herein by reference (the “Transient Occupancy Tax Ordinance”).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLFAX AS FOLLOWS:**

**Section 1.** The City Council hereby finds and determines that the foregoing recitals are true and correct.

**Section 2.** The Colfax City Council hereby calls and orders a General Municipal Election to be held on Tuesday November 8, 2022 (the “Election”) for the purpose of electing municipal officers to fill the vacancies that will arise with the expiration of the terms of the following City Council members:

Trinity Burruss	Councilmember	Regular Full Term
Joseph John Fatula, Jr.	Councilmember	Regular Full Term
Sean Lomen	Councilmember	Regular Full Term

Officeholders for the City of Colfax are elected “At Large” as there are no divisions in the City. All voters within the City vote for all candidates.

**Section 3.** Pursuant to Section 10400 et seq. of the Elections Code, the Board of Supervisors of Placer County is requested to consolidate the Election with other elections held on the same day in the same territory or in the territory that is in part the same. This Resolution shall constitute the request for consolidation required by California Elections Code Section 10403 and acknowledgement that the consolidated election will be held and conducted in the manner prescribed in Elections Code Section 10418.

**Section 4.** The ballots to be used at the general Election shall be in the form and content as required by law. The City Council hereby declares its intent to consolidate and orders, pursuant

to Elections Code Section 9222, that the proposed expansion of and increase in the Transient Occupancy Tax be submitted to the voters at that Election.

**Section 5.** Notice of the time and place of holding the Election is hereby given, and the City Clerk is authorized, instructed and directed to give further or additional notice of the Election, in time, form and manner required by law. In all particulars, whether or not recited in this Resolution, the general election shall be held and conducted as provided by law. The City Clerk is hereby authorized, instructed and directed to procure and furnish, or cause to be procured and furnished, any and all official ballot notices, printed matter and all other supplies, materials, and equipment that may be necessary to prepare and lawfully conduct the Election.

**Section 6.** The Colfax City Council hereby determines the following Election particulars with respect to the election of officers: The length of each candidate statement shall not exceed **200 words**. The cost of each Candidate Statement shall be paid by the **Candidate**. In case of a tie vote, the Election shall be determined by **Lot**. If by the close of candidate filing, the number of qualified candidates does not exceed the number of seats to be filled in a particular office, the City Council shall, in accordance with Elections Code Section 10229(a), appoint to the office the person(s) who has been nominated and/or appoint to the office any eligible elector if no one has been nominated. The foregoing sentence shall not apply if (a) the number of nominees for another City office exceeds the number of seats to be filled, or (b) a City measure has qualified and is to be submitted to the voters at the Election. If either (a) or (b) occurs, all City offices will be put before the voters of the City, regardless of the number of nominees, in accordance with Elections Code Section 10229(b).

**Section 7.** The Colfax City Council hereby proposes to adopt the Transient Occupancy Tax Ordinance attached hereto as Exhibit A to amend Colfax Municipal Code Chapter 3.20 to expand the applicability of the Transient Occupancy Tax and increase the Transient Occupancy Tax rate.

**Section 8.** The Colfax City Council hereby submits the Transient Occupancy Tax Ordinance and proposed tax increase to the electorate for approval.

**Section 9.** The Transient Occupancy Tax is a general tax imposed on transients, as defined, for the privilege of occupying defined hotels located within the City of Colfax. If approved by a majority of the electorate voting on the measure, the Transient Occupancy Tax Ordinance attached to this Resolution as Exhibit A will raise the rate of tax and amend the definition of “operator” so the tax must be collected and remitted by all persons receiving revenue from the rental of a hotel room, including on-line hotel brokers and rental agencies. If the Transient Occupancy Tax Ordinance is passed, the definition of operator will be amended and the tax rate will increase from eight percent to ten percent. If the Transient Occupancy Tax Ordinance is not passed, the definition will remain unchanged and the tax will not be collected from on-line hotel brokers and vacation rental agencies.

**Section 10.** The Transient Occupancy Tax is a general tax within the meaning of Government Code Section 53721 and Article XIIC, Section 1(a) of the California Constitution. The revenue generated by this general tax is available for general governmental purposes.

**Section 11.** The full text of the Transient Occupancy Tax Ordinance attached to this Resolution as Exhibit A is hereby ordered to be printed in the sample ballot pamphlet provided to the registered voters of Placer County.

**Section 12.** The question to be submitted to the voters of the City of Colfax shall appear on the ballot as follows:

<p><b>TRANSIENT OCCUPANCY TAX INCREASE</b> To support essential City services, including police, fire, road and pothole repair, and parks and recreation, shall the measure increasing the Transient Occupancy Tax (paid only by hotel/motel/short-term rental guests) rate from 8% to 10% and expanding the obligation to collect Transient Occupancy Tax to all persons receiving compensation from such rentals, generating an estimated \$29,000 annually until ended by the voters, be adopted?</p>	<b>YES</b>	
	<b>NO</b>	

**Section 13.** Pursuant to Section 2(b) of Article XIII A of the California Constitution, this measure requires approval by a majority of those casting ballots on the measure.

**Section 14.** The City Clerk shall transmit a copy of the ballot measure to the Colfax City Attorney in accordance with California Elections Code Section 9280. The Colfax City Attorney is directed to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280. The analysis may not exceed 500 words in length and shall be filed with the City Clerk no later than 4:00 p.m. on August 12, 2022.

**Section 15.** Arguments in favor of and in opposition to the ballot measure and rebuttal argument shall be permitted. The City hereby adopts the provisions of California Elections Code Sections 9282 through 9287 regarding the acceptance of arguments related to ballot measures. Any arguments for and against the measure shall be filed in accordance with this Resolution and applicable provisions of law. Arguments for and against shall be submitted no later than 4:00 p.m. on August 12, 2022. Rebuttal arguments shall be submitted no later than 4:00 p.m. on August 22, 2022.

**Section 16.** The City Council finds that the Transient Occupancy Tax Ordinance is not a project under the California Environmental Quality Act so no environmental assessment is required.

**Section 17.** The Board of Supervisors is authorized to canvass the returns of the Election pursuant to Section 10411 of the Elections Code.

**Section 18.** Pursuant to Section 10002 of the Elections Code, the Board of Supervisors is requested to permit the County Clerk to render all services specified by Section 10418 of the Elections Code relating to the Election, for which services the City agrees to reimburse the County, in accordance with current County pro-rations and allocation procedures.

**Section 19.** The City Clerk shall file a certified copy of this Resolution with the County Clerk.

**Section 20.** This Resolution shall be effective immediately upon adoption.

**Section 21.** There have been no City boundary changes since the City's most recent election.

**APPROVED and ADOPTED** this 25<sup>th</sup> day of May, 2022.

\_\_\_\_\_  
Trinity Burruss, Mayor

ATTEST:

\_\_\_\_\_  
Marguerite Bailey, City Clerk

## CITY OF COLFAX

**ORDINANCE NO. 548**

**AN ORDINANCE OF THE CITY OF COLFAX AS APROVED BY THE CITY'S QUALIFIED ELECTORS AT THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022, AMENDING COLFAX MUNICIPAL CODE TITLE 3, CHAPTER 3.20 TO CHARGE THE TRANSIENT OCCUPANCY TAX ON ALL PERSONS RECEIVING REVENUE FROM HOTEL OCCUPANCY (SUCH AS ON-LINE HOTEL BROKERS AND VACATION RENTAL AGENCIES) AND INCREASNG THE RATE TO 10%**

The People of the City of Colfax do ordain as follows:

**Section 1.**

Colfax Municipal Code Title 3, Chapter 3.20 is hereby amended in the form and substance contained in the Ordinance text attached hereto and incorporated herein by this reference.

**Section 2. Superseding Provisions.**

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

**Section 3. Severability.**

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

**Section 4. California Environmental Quality Act Findings.**

The City of Colfax finds that, if the provisions of the California Environmental Quality Act, Public Resources Code §21000 et seq (hereinafter "CEQA") apply, the title of this ordinance would constitute a brief description of the "Project" as required by Section 15062(a)(1) of the Guidelines for Implementation of the California Environmental Quality Act published by the State of California Office of Planning and Research (the "CEQA Guidelines").

## FINDING OF NO PROJECT

The City of Colfax finds that adoption of this ordinance does not constitute a "Project" as that term is defined by or used in CEQA, the CEQA Guidelines or any court or attorney general opinion construing the same. In particular, but not by way of limitation, pursuant to CEQA Guidelines Section 15378(b)(4), adoption of this ordinance as a government funding mechanism is not a project subject to the requirements of CEQA. Accordingly, the City of Colfax finds that the provisions of CEQA and the CEQA Guidelines are not applicable to said action.

EXHIBIT A  
ORDINANCE

FINDING OF EXEMPTION

In the event that it is found that the said action constitutes a "Project" as defined by or used in CEQA or the CEQA Guidelines, which finding would be contrary to the City’s opinion of its action, the City of Colfax hereby finds that said action is exempt from compliance with CEQA and the CEQA Guidelines, for the following reasons: The action falls within the exemptions provided by Senate Bill 94, and within the “common sense” CEQA exemption provided in 14 CCR 15061(b)(3) in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, the action is not subject to CEQA. CEQA Guidelines, Section 15061(b)(3). It can be seen with certainty that adoption of this ordinance and its provisions cannot possibly have a significant effect on the environment.

**Section 5. Election.**

Voter approval of this ordinance shall have the effect of making the change to the definition of “Operator” and increasing the transient occupancy tax rate from eight percent to ten percent (paid only by hotel/motel/short-term rental guests). If the measure is defeated, the Colfax Municipal Code will remain unchanged.

**Section 6: Remainder Of Chapter 3.20 To Remain In Full Force And Effect.**

Except as amended by this Ordinance, the remainder of Colfax Municipal Code Title 3, Chapter 3.20 shall remain in full force and effect.

**Section 7. Adoption and Effective Date.**

If a majority of qualified electors vote in favor of the ballot measure regarding this ordinance, this ordinance shall be adopted and effective upon the date the vote approving it is declared by the Colfax City Council.

**Section 8. Execution.**

The People of the City of Colfax hereby authorize the Mayor and City Clerk of the City to execute this ordinance to reflect its adoption at the November 8, 2022, election.

I hereby certify that the foregoing ordinance was duly adopted by a majority of the voters of the City casting votes on the question at the November 8, 2022, election.

\_\_\_\_\_  
Trinity Burruss, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Alfred Cabral  
City Attorney

\_\_\_\_\_  
Marguerite Bailey  
City Clerk



**CITY OF COLFAX  
ORDINANCE NO. 548**

**AN ORDINANCE OF THE CITY OF COLFAX AS APROVED BY THE CITY’S  
QUALIFIED ELECTORS AT THE GENERAL MUNICIPAL ELECTION HELD ON  
NOVEMBER 8, 2022, AMENDING COLFAX MUNICIPAL CODE TITLE 3, CHAPTER  
3.20 TO CHARGE THE TRANSIENT OCCUPANCY TAX ON ALL PERSONS  
RECEIVING REVENUE FROM HOTEL OCCUPANCY (SUCH AS ON-LINE HOTEL  
BROKERS AND VACATION RENTAL AGENCIES) AND INCREASNG THE TAX  
RATE TO 10%**

Colfax Municipal Code Title 3, Chapter 3.20 is hereby amended as follows.

**1. Amendment Of Section 3.20.010 By Expanding The Definition Of “Operator”.**

The definition of “Operator” contained in Colfax Municipal Code Section 3.20.010 is hereby set forth for voter approval to read as follows:

“Operator” means

A. The person or entity possessing or having an ownership interest in a hotel, or who is proprietor of the hotel, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee or any other capacity; or

B. The person or entity engaged in the business of operating a hotel; or

C. The person or entity who receives any consideration for the rental of a hotel room for sleeping accommodations, including, without limitation, any broker, managing agent, booking agent, room seller, room reseller, service provider, or other agent or contractee, including but not limited to on-line room sellers, on-line room resellers and on-line travel agents of any type or character:

1. With which a hotel has contracted to arrange for the rental of a hotel room for sleeping accommodations; or

2. That has acquired any hotel room for subsequent rental from the hotel for sleeping accommodations.

Where the operator performs his, her or its functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed an operator for the purpose of this chapter and shall have the same duties and liabilities as his or her principal. Compliance with the provisions of this chapter by either the principal, or the managing agent, or the person or entity who receives consideration as provided above, shall be considered to be compliance by all.”

**EXHIBIT A  
ORDINANCE**

**2: Amendment Of Section 3.20.020 A By Increasing The Tax Rate.**

Colfax Municipal Code Section 3.20.020 A is hereby set forth for voter approval to read as follows:

“Section 3.20.020 A. For the privilege of occupancy in any hotel or lodging establishment, each transient is subject to and shall pay a tax in the amount of ten percent (10%) of the rent charged by the operator. The tax constitutes a debt owed by the transient to the city, which is extinguished only by payment to the operator or to the city.”

EXHIBIT A  
ORDINANCE