

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Trinity Burruss · Mayor Pro Tem Marnie Mendoza
Councilmembers · David Ackerman · Kim Douglass · Sean Lomen

REGULAR MEETING AGENDA

February 8, 2023

Regular Session: 6:00 PM

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/87963036558>

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

879 6303 6558

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, 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**



Colfax City Council Meetings are ADA compliant. If you need disability-related modification or accommodation including auxiliary aids or services to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

February 8, 2023

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].** (Pages 4-7)
Recommendation: Adopt Resolution __-2023 Authorizing Remote Teleconference Meetings Pursuant to Government Code Section 54953(e) [AB 361].
- 3B. Minutes** (Pages 8-10)
Recommendation: By Motion, approve the Colfax City Council minutes of 1/25/2023.
- 3C. Quarterly Investment Report – Quarter ended 12/31/22** (Pages 11-19)
Recommendation: Accept and file
- 3D. Property Management Agreement** (Pages 20-39)
Recommendation: Adopt Resolution __-2023 authorizing the City Manager to enter into a professional services agreement with Foothill Properties to set fair market rates, solicit tenants, and manage tenant contracts for City-owned properties for a three-year term with an option to renew for an additional two years.
- 3E. Records Retention Schedule** (Pages 40-86)
Recommendation: Adopt Resolution __-2023 and the Records Retention Schedules.

*** End of Consent Calendar ***

4 AGENCY REPORTS

- 4A. **Placer County Sheriff Department**
- 4B. **CHP**
- 4C. **Placer County Fire Department/CAL FIRE**
- 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 five (5) minutes per speaker. Written comments should not exceed 800 words. Written comments received before the close of an agenda item may be read into the record, with a maximum allowance of five (5) 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. **Railroad Street Easement Acquisition** (Pages 87-90)

Presentation by: Wes Heathcock, City Manager

Recommendation: Discuss and consider authorizing the City Manager to purchase Railroad Street roadway easement from Union Pacific in an amount not to exceed \$154,688.

9B. **Update on the Process for Attending Meetings by Teleconference Under the Brown Act**

(Pages 91-93)

Presentation by: Alfred A. “Mick” Cabral, City Attorney

Recommendation: Review public forum options and provide staff direction.

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

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 FEBRUARY 8 2023, 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):
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RECOMMENDED ACTION: Adopt Resolution __-2023 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 __-2023

City of Colfax

City Council

Resolution No. __-2023

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, having reconsidered the circumstances of the state of emergency, 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 8th of February, 2023, by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey, City Clerk



City Council Minutes

Regular Meeting of Colfax City Council

Wednesday, January 25, 2023

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 6:00 pm.

2B. **Report from Closed Session** – No Closed Session.

2C. **Pledge of Allegiance**

2D. **Roll Call**

Present: Councilmember Lomen, Councilmember Ackerman, Councilmember Douglass, Mayor Pro Tem Mendoza, Mayor Burruss

2E. **Approval of the Agenda Order**

By **MOTION**, accept the approval of the agenda order.

MOTION made by Councilmember Lomen and seconded by Councilmember Ackerman, and unanimously approved.

3 **CONSENT CALENDAR**

3A. **Minutes**

Recommendation: By Motion, approve the Colfax City Council minutes of 1/11/2023.

3B. **Cash Summary - December 2022**

Recommendation: Accept and File.

3C. **Second Reading of the EV Charging Ordinance**

Recommendation: Waive the second reading and adopt Ordinance 551 establishing procedures for expediting the permit process for electric vehicle charging stations, to be effective 30 days after adoption.

3D. **Cash Summary - November 2022**

Recommendation: Accept and File.

3E. **Authorization to Bid – Algae Control Project and I & I Mitigation Project**

Recommendation: Adopt Resolution 02-2023 authorizing the City Manager to solicit bids for construction of the following:

1. Algae Control Project with a construction cost estimate of \$3,150,000.

2. I&I Mitigation Project with a construction cost estimate of \$4,624,000.

3F. **Notice of Completion – Colfax Hospitality Partners LLC, Best Western Hotel Project**

Recommendation: Adopt Resolution 03-2023 accepting the Colfax Hospitality Partners LLC, Best Western Hotel Project as complete, authorizing discharge of faithful performance security, and authorizing the recording of the Notice of Completion.

3G. **Notice of Completion - Lift Station 5 Force Main Improvement Project**

Recommendation: Adopt Resolution 04-2023 accepting the Lift Station 5 Force Main Improvement Project as complete and authorizing the recording of the Notice of Completion.

3H. Agreement with Pelayo Construction for City Facility Repairs

Recommendation: Adopt Resolution 05-2023 authorizing the City Manager to enter into an agreement with Pelayo Construction for City facility repairs in an amount not to exceed \$19,380.

End of Consent Calendar

By **MOTION**, approve the consent calendar.

MOTION made by Councilmember Lomen and seconded by Councilmember Ackerman, and unanimously approved.

4 AGENCY REPORTS

- 4A. Placer County Sheriff Office** – Station Commander, Sgt. Kevin Griffiths presented annual response statistics and also provided a synopsis of a recent event that occurred at Colfax High School which incorporated responses from multiple allied agencies and participation at the Sierra Vista Community Center with coordination from the school
- 4B. CHP** – Public Information Officer Jason Lyman described his department’s involvement and being on a search team at the incident at Colfax High School as well as traffic safety and safe snow play areas along the freeway corridor.
- 4C. Placer County Fire/CAL FIRE** – Assistant Chief Bob Counts described the coordinated response to the school. 2 CAL FIRE peace officers responded to join search teams, as well the Tactical Emergency Medical Support (TEMS) team and a drone operator. He also spoke about the status of Rescue 36 apparatus.
- 4D. Non-Profits** – None

5 PRESENTATION (None)**6 PUBLIC HEARING (None)****7 PUBLIC COMMENT**

Tim Dion spoke about licensing of medicinal and adult-use cannabis. Council clarified the topic of the agenda item for the February 22nd meeting to be firstly, if the current cannabis licensing City ordinance is in compliance with California State Law and secondly if Council has any policy direction to amend the ordinance.

8 COUNCIL AND STAFF

- 8A. Committee Reports and Colfax Informational Items – All Councilmembers** – Councilmember Lomen announced that the City’s negotiations with Union Pacific were successful regarding obtaining an easement on Railroad Street. Councilmember Douglass explained that he attended a Homelessness Response Project and didn’t have an update yet.
- 8B. City Operations Update – City Manager** – City Manager Heathcock presented a map and described the acquisition of Railroad Street ingress/egress easement from Union Pacific which would be presented at the next Council meeting. He also discussed a hypothetical project timeline.

9 COUNCIL BUSINESS**9A. City of Colfax Audit Report as of Fiscal Year Ended June 30, 2022**

Presentation by: Ingrid Shepline, Managing Partner (Richardson and Co.), Auditor

Recommendation: Accept and receive Fiscal Year Ended June 30, 2022, Audit Report.

Finance Director Laurie Van Groningen discussed the history and relevance of the audit and also thanked Administrative Analyst, Shanna Stahl and the consultants and City staff. Managing Partner, Ingrid Shepline presented the summary of the audit report and described a clean report. City Manager Heathcock and Council also thanked Finance Director Van Groningen and Administrative Analyst Stahl.

By **MOTION**, accept and receive the Fiscal Year Ended June 30, 2022 Audit Report.

MOTION made by Mayor Pro Tem Mendoza and seconded by Councilmember Ackerman, and unanimously approved.

9B. Short-Term Rentals

Presentation by: Emmanuel Ursu, Planning Director

Recommendation: Provide staff direction on whether to prepare a draft ordinance to allow short-term rentals.

Planning Director Ursu presented the item and Council directed staff to pursue planning of placing the item onto a future agenda.

9C. Council Committee Assignments

Presentation by: Wes Heathcock, City Manager

Recommendation: Approve City Council Committee Assignments for 2023.

2023 City Council Committee Assignments from the Mayor were presented. Council discussed and decided that Councilmember Lomen would replace Mayor Burruss as the Skatepark Committee representative. Councilmember Douglass would be the representative for Project Go, with Councilmember Lomen as the alternate in the event of the City's involvement and Councilmember Lomen would replace Councilmember Ackerman as the Alternate for Placer County Transportation Planning Agency (PCTPA)

By **MOTION**, approve the amended 2023 City Council Committee Assignments.

MOTION made by Mayor Pro Tem Mendoza and seconded by Councilmember Lomen, and unanimously approved.

10 GOOD OF THE ORDER

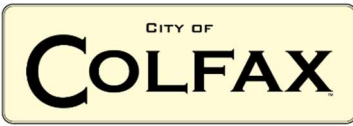
Councilmember Lomen announced the monthly meeting of the Placer Sierra Fire Safe Council tomorrow night at Colfax Council Chambers. Councilmember Douglass stated that the Placer Sierra Railroad Society is looking for volunteers for the Caboose maintenance, and to contact Roger Staab or himself. He also explained that CAL FIRE has planned burns near the Waste Water Treatment Plant. Mayor Burruss discussed the possibility of hiring a photographer or updating portraits.

11 ADJOURNMENT

As there was no further business on the agenda, Mayor Burruss adjourned the meeting, by motion and without objection at 6:58 pm. Respectfully submitted to City Council this 8th day of February, 2023.



Marguerite Bailey, City Clerk



Staff Report to City Council

FOR THE FEBRUARY 8, 2023 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Quarterly Investment Report – Quarter ended 12/31/22

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Accept and File

California Government Code Section 53646 and the City of Colfax Investment Policy require a quarterly investment report be submitted to the City Council. Such report shall include at least the following information:

- Types of Investments;
- Name of the institution in which funds are invested or deposited;
- Date of Maturity, if applicable;
- Par and dollar amount investment for all securities;
- Percent distribution of each type of investment or deposit; current market value as of the date of the report, including source of the valuation except those under LAIF;
- Rate of interest;
- Average weighted yield of all investments;
- A statement relating the report to the City’s Investment Policy; and
- A statement that there are sufficient funds to meet the City’s next six months of financial obligations.

The current practice for cash management is to maintain an operating balance between \$75,000 and \$150,000 in the City’s US Bank Corporate checking account. This account accumulates Earnings Credits based on the account balance which offset/reduce monthly service charges. City funds in excess of the targeted operating balance are transferred to the State of California Local Agency Investment Fund (LAIF) on a weekly basis. The checking account balance may be reported at an amount higher than the target balance by the Bank due to the timing of City checks being processed by vendors/service providers.

The City’s investment policy is authorized under the California Government Code, section 53600, et. seq. as it applies to the investment of public funds. The Government Code governs the City’s allowable investments, and the lengths of those investments. Our investment policy dictates that the City should have liquid short term securities to meet six months of financial obligations. The budget for fiscal year 2022-2023 reflects nearly \$4.9M in annual operating expenditures; therefore, our target for liquid short term securities would be \$2.45M.

The attached schedule Analysis of Treasury Investment Pool satisfies the State’s reporting requirements. Additionally, we have determined:

- The investments held at December 31, 2022 conform to the City Investment Policy adopted by Resolution 29-2014.
- The composite yield of the City’s investment pool (US Bank and LAIF) to be the rate of 1.9% for the quarter ended December 31, 2022.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period January 01, 2023 through June 30, 2023.

Historically, due to fluctuations in fund balances, investment opportunities outside the corporate checking and LAIF accounts have been somewhat limited. Staff will continue to review for opportunities, but at this time will continue with the current investment structure.

Attachments:

1. Analysis of Treasury Investment Pool
2. State of California – PMIA and LAIF Performance Report (QE 12/31/2022)
3. State of California – PMIA Average Monthly Effective Yields
4. Resolution 29-2014

City of Colfax
Analysis of Treasury Investment Pool
Quarterly Analysis - FY2022-2023
Report Date: 12/31/2022

Quarter Ended 12/31/2022

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 7,849,494	97%	1.98%
Corporate Checking	US Bank	N/A	\$ 231,396	3%	0.16%
Total Investment Pool			\$ 8,080,890	100%	1.90%

Quarter Ended 09/30/2022

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 8,594,953	98%	1.29%
Corporate Checking	US Bank	N/A	\$ 193,943	2%	0.16%
Total Investment Pool			\$ 8,788,896	100%	1.24%



PMIA/LAIF Performance Report as of 01/18/23



PMIA Average Monthly Effective Yields⁽¹⁾

December	2.173
November	2.007
October	1.772

Quarterly Performance Quarter Ended 12/31/22

LAIF Apportionment Rate ⁽²⁾ :	2.07
LAIF Earnings Ratio ⁽²⁾ :	0.00005680946709337
LAIF Fair Value Factor ⁽¹⁾ :	0.981389258
PMIA Daily ⁽¹⁾ :	2.29
PMIA Quarter to Date ⁽¹⁾ :	1.98
PMIA Average Life ⁽¹⁾ :	287

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 12/31/22 \$199.6 billion

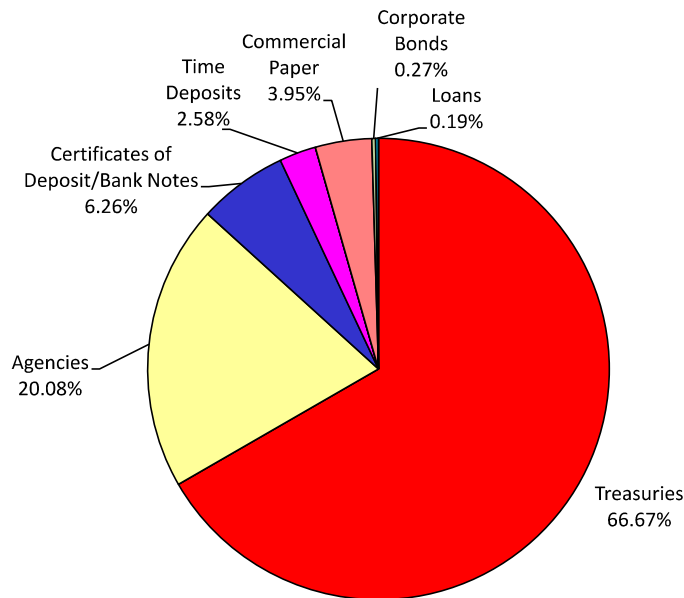


Chart does not include \$3,466,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

- ⁽¹⁾ State of California, Office of the Treasurer
- ⁽²⁾ State of California, Office of the Controller



[Home](#) ->> [PMIA](#) ->> PMIA Average Monthly Effective Yields



POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685	0.620	0.576	0.540
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212
2022	0.234	0.278	0.365	0.523	0.684	0.861	1.090	1.276	1.513	1.772	2.007	2.173

City of Colfax

City Council

Resolution № 29-2014

AFFIRMING ADMINISTRATIVE POLICIES AND PROCEDURES FOR FINANCIAL MANAGEMENT, INVESTMENT AND WHISTLEBLOWERS

Whereas, the Colfax City Council has determined that the administrative policies for financial management, investment and whistleblowers are important to the smooth and consistent financial operations of the City; and,

Whereas, these policies have not been updated for several years; and

Whereas, the annual independent audit recommended such policies be updated and in place; and,

Whereas, the Council has reviewed the attached policies,

Now Therefore, Be It Resolved by the City Council of the City of Colfax that the administrative policies attached hereto are hereby affirmed.

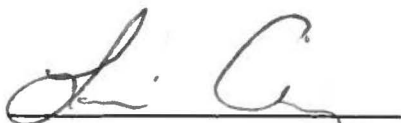
Passed and Adopted this 8th day of October by the following vote:

Ayes: Douglass, Hesch, McKinney, Parnham
Noes: None
Absent: Barkle



Tony Hesch, Mayor

ATTEST:



Lorraine Cassidy, City Clerk

CITY OF COLFAX ADMINISTRATIVE POLICIES AND PROCEDURES

Subject: Investment Policy
 Effective Date: October 8, 2014
 Resolution: Resolution No. 29-2014

SCOPE AND AUTHORITY

The purpose of this policy is to establish a prudent and systematic Investment Policy, and to organize and formalize investment-related activities.

The City's Investment Policy is authorized under the California Government Code, section 53600, et, seq.as it applies to the investment of public funds.

It is intended that this policy cover all funds and investment activities under the direct authority of the City of Colfax. Investments authorized by Fiscal Agents pursuant to bonded debt are controlled by the terms and conditions of the specific bond, and may not necessarily coincide with the Investment Policy outlined herein. Investments must conform to Government Code Section 53600.5 concerning safekeeping of purchased securities by financial advisers, fiscal agent, or consultants. Wherever practical, investments made by a Fiscal Agent on behalf of the City will be consistent with this Policy.

INVESTMENT OBJECTIVES

Safety – It is the primary duty and responsibility of the City Staff to protect, preserve and maintain cash and investments on behalf of the citizens of Colfax.

Liquidity – An adequate percentage of the City's investment portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly recommended. Emphasis should be on marketable securities with low sensitivity to market risk.

Yield – Yield should become a consideration only after the basic requirements of safety and liquidity have been met.

- A. The overall yield should be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and State and local laws, ordinances or resolutions that restrict investments.

Public Trust – All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

Diversification – The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

- A. In a diversified portfolio it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

Prudence – The City adheres to the "prudent person rule" which obligates a fiduciary to insure that: "...investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as well as the probable income to be derived."

INVESTMENT STRATEGY

The most effective method of increasing investment yields without sacrificing safety is to extend the investment horizon commensurate with the City's cash requirements. To that end, improved cash forecasting and management is the preferred investment strategy for the City.

- A. Cash management activities include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and a short-term borrowing program, when needed, that coordinates working capital requirements and investment opportunity.

ALLOWABLE INVESTMENT INSTRUMENTS

The Government Code, Sections 53601, 53601.1 and 53635 shall govern the City's allowable investments, and the length of those investments, unless specifically limited by this policy. Although the maximum maturity for any deposit or investment is five years, most investments should be for no longer than 2-3 years. All investments of City funds shall be made in accordance with California Government Code Sections 53601, et seq. and 53635 et seq., or in accordance with California Government Code 16429.1 authorizing investments into the State Local Agency Investment Fund (LAIF). Investments will be authorized by the City Manager, City Treasurer, Finance Director or Mayor only.

REPORTING REQUIREMENTS

City staff shall submit a quarterly investment report to the City Council. The report must be submitted to the City Manager for the agenda within 30 days following the end of the month covered by the report, and is required under Government Code Section 53646. Such report shall include at least the following information:

- Types of investments;
- Name of the institution in which funds are invested or deposited;
- Date of maturity, if applicable;
- Par and dollar amount investment for all securities;
- Percent distribution of each type of investment or deposit; current market value as of the date of the report, including source of the valuation except those under LAIF;
- Rate of interest;

- Average weighted yield of all investments;
- A statement relating the report to the City's Investment Policy; and
- A statement that there are sufficient funds to meet the City's next six months' financial obligations.

Staff shall also submit the above information annually to the external auditors.

Periodic reports shall be prepared as required by circumstances or as directed by Council. Such circumstances include, but are not limited to, notification that any City investment may be in jeopardy or a sudden and significant drop in the current market value of any City investment.

INTERNAL CONTROLS AND GENERAL GUIDELINES

A system of internal control shall be implemented to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City.

Controls deemed most important include:

- The control of collusion and separation of duties;
- Custodial safekeeping of funds invested or on deposit;
- Minimizing the number of authorized Investment Officers; and
- Written documentation of procedures and transactions.

In selecting financial institutions for the deposit or investment of City funds, the City shall consider the credit-worthiness of the institution. Such credit-worthiness shall be monitored on a regular basis throughout the period in which City funds are deposited or invested.

- A. Any deposit or investment of funds shall be in writing, signed by the City and the authorized representative of the institution.
- B. All transfers must be made by authorized personnel and properly logged and documented.

City staff shall encourage peer review of the City's investments and investment practices. In addition, the City's cash management and investment practices shall be included in any outside financial audit of the City.

An annual Cash Flow Forecast may be prepared by the City, and would be used to assist in the development of the annual operating budget for the City.

This Investment Policy shall be reviewed by the City Council on an annual basis as part of the budget process.



Staff Report to City Council

FOR THE FEBRUARY 8, 2023 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Marguerite Bailey, City Clerk
Subject: Property Management Agreement

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __-2023 authorizing the City Manager to enter into a professional services agreement with Foothill Properties to set fair market rates, solicit tenants, and manage tenant contracts for City-owned properties for a three-year term with an option to renew for an additional two years.

Summary/Background

The City Council established various project goals for professional staff in January 2017. Hiring a professional property management company to provide services outside City staff's expertise is the most cost-effective and beneficial solution. Resolution 08-2018 was adopted in February 2018 which authorized the City Manager to enter into a Professional Services Agreement with Foothill Properties to set fair market rates, solicit tenants, and manage tenant contracts for City-owned properties for a three-year term with an option to renew for an additional two years.

Foothill Properties has provided professional services to the City for the past 5 years. Currently, they manage the leases at the Pullman Historic Railcar at 99 Railroad Street and the Historic Passenger Depot Building at 99 Railroad Street, Suite C. City staff has found Foothill Properties' services to be satisfactory and recommends their continued business.

Fiscal Impacts

Fees for these services are:

- Leasing Fees (Set market rates, solicit tenants, manage contracts):
 - 50% of Monthly Rent
- Monthly Fees
 - \$50.00 per month

Attachments:

1. Resolution __-2023
2. Agreement
3. Exhibit "A" Real Estate Agency Relationship

City of Colfax

City Council

Resolution № __-2023

AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH FOOTHILL PROPERTIES TO SET FAIR MARKET RATES, SOLICIT TENANTS, AND MANAGE TENANT CONTRACTS FOR CITY OWNED PROPERTIES FOR A THREE-YEAR TERM WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS.

WHEREAS, in January 2017 the Colfax City Council established various project goals for professional staff; and,

WHEREAS, the Council tasked staff to procure professional property management services to set fair market rates, solicit tenants, and manage tenant contracts for City properties that are available for tenancy; and,

WHEREAS, In February 2018, City Council adopted Resolution 08-2018 authorizing the City Manager to enter into a Professional Services Agreement with Foothill Properties to set fair market rates, solicit tenants, and manage tenant contracts for City-owned properties for a three-year term with an option to renew for an additional two years.

WHEREAS, Foothill Properties has provided professional services to the city for the past 5 years. City staff has found Foothill Properties' services to be satisfactory and recommends their continued business.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to enter into a professional services agreement with Foothill Properties to set fair market rates, solicit tenants, and manage tenant contracts for City-owned properties for a three-year term with an option to renew for an additional two years.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 8th day of February 2023 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 1st day of March 2023 by and between the City_ of Colfax, a municipal corporation of the State of California ("City") and Foothill Properties ("Consultant").

RECITALS

- A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.
- B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Consultant agree as follows:

Section 1. Services

Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the "Services") to the satisfaction of the City. Consultant shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

Section 2. Time of Completion.

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. **The contract term is for three years with an option for a two year extension.** During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

- A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least:

Foothill Properties Property Management

- i. the date of performance of each of the Services,
- ii. identification of the person who performed the Services,
- iii. a detailed description of the Services performed on each date,
- iv. the hourly rate at which the Services on each date are charged,
- v. an itemization of all costs incurred and
- vi. the total charges for the Services for the month invoiced.

As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all-inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

- B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.
- C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Consultant's relevant records pertaining to the charges.
- D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

Section 4. Professional Ability; Standard of Quality.

City has relied upon the professional training and ability of Consultant to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Consultant under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for

death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

Section 6. Insurance.

Without limiting Consultant's indemnification obligations provided for above, Consultant shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than A. Consultant shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Consultant has also been obtained by the subcontractor.

- A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.

- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.

- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
 4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This

Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

Consultant may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Consultant shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

Section 8. Assignment.

Consultant shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

Section 9. Entire Agreement.

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Section 10. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the Superior Court of the State of California with venue in Placer County, California.

Section 11. Suspension of Services.

Upon written request by Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

Section 12. Termination of Services.

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Consultant shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

Consultant's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

Section 13. Independent Contractor.

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant

receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant shall submit completed W -9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

Section 14. Ownership of Documents.

Within thirty (30) days after the Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

Section 15. Changes and/or Extra Work.

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Consultant. Consultant expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Consultant to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

Section 16. Compliance with Federal, State and Local Laws.

Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Consultant's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

Section 17. Retention of Records.

Consultant and any subconsultants authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to the Services, and Consultant shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators,

including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual written consent of the parties.

Section 20. Entire Agreement; Amendment.

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

Section 21. Time of the Essence.

Time is of the essence in the performance of the Services. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

Section 22. Written Notification.

Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City of Colfax
 33 S. Main Street
 Colfax, CA 95713

If to Consultant: Foothill Properties
 PO Box 153
 204 S. Auburn St., Suite
 2 Colfax, Ca 95713

Section 23. Execution.

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 24. Successors.

This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

Section 25. Attorney's Fees.

If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY

CONSULTANT

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code) (C.A.R. Form AD, Revised 12/21)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

Buyer Seller [X] Landlord Tenant City of Colfax Date

Buyer Seller Landlord Tenant Date

Agent Foothill Properties DRE Lic. # 02054628 Real Estate Broker (Firm)

By Tami Hampshire DRE Lic. # 01745276 Date (Salesperson or Broker-Associate, if any)



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
 Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
 Seller's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
 Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
 Buyer's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
 Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
 Buyer's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
 Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/21 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)



PROPERTY MANAGEMENT AGREEMENT (C.A.R. Form PMA, Revised 6/17)

Date Prepared: February 1, 2023

City of Colfax

(“Owner”), and

Foothill Properties

(“Broker”), agree as follows:

1. APPOINTMENT OF BROKER: Owner hereby appoints and grants Broker (hereinafter “Property Manager”) the exclusive right to rent, lease, operate and manage the property(ies) known as Depot Ofc and Railcar - 99 Railroad, Colfax, CA 95713

upon the terms below, for the period beginning (date) March 1, 2023 and ending (date) March 31, 2026, at 11:59 PM. (If checked) [X] Either party may terminate this Property Management Agreement (“Agreement”) on at least 30 days written notice months after the original commencement date of this Agreement. After the exclusive term expires, this Agreement shall continue as a non-exclusive agreement that either party may terminate by giving at least 30 days written notice to the other.

2. PROPERTY MANAGER ACCEPTANCE: Property Manager accepts the appointment and grant, and agrees to:

- A. Use due diligence in the performance of this Agreement.
B. Furnish the services of its firm for the rental, leasing, operation and management of the Property.

3. AUTHORITY AND POWERS: Owner grants Property Manager the authority and power, at Owner's expense, to:

- A. ADVERTISING: Display FOR RENT/LEASE and similar signs on the Property. Advertise the availability of the Property, or any part thereof, for rental or lease in the Multiple Listing Service and other online media.
B. RENTAL; LEASING: Initiate, sign, renew, modify or cancel rental agreements and leases for the Property, or any part thereof; collect and give receipts for rents, other fees, charges and security deposits. Any lease or rental agreement executed by Property Manager for Owner shall not exceed 1 year(s) or shall be month-to-month. Unless Owner authorizes a lower amount, rent shall be: [X] at market rate; OR a minimum of \$ per ; OR see attachment.
C. TENANCY TERMINATION: Sign and serve in Owner's name notices that are required or appropriate; commence and prosecute actions to evict tenants; recover possession of the Property in Owner's name; recover rents and other sums due; and, when expedient, settle, compromise and release claims, actions and suits and/or reinstate tenancies. If Landlord permits Tenant to pay rent by direct deposit such as wire or electronic transfer or other online method, Landlord should discuss with a Landlord-Tenant attorney the implications of doing so in the event Tenant defaults and an eviction becomes necessary.
D. REPAIR; MAINTENANCE: Make, cause to be made, and/or supervise repairs, improvements, alterations and decorations to the Property; purchase, and pay bills for, services and supplies. Owner agrees that state and local water use restrictions will supersede any obligation by Property Manager or any Tenant to water/maintain gardens, landscaping trees or shrubs. Property Manager shall obtain prior approval of Owner for all expenditures over \$ none for any one item. Prior approval shall not be required for monthly or recurring operating charges or, if in Property Manager's opinion, emergency expenditures over the maximum are needed to protect the Property or other property(ies) from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a lease or rental agreement or by law, including, but not limited to, maintaining the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10.
E. REPORTS, NOTICES AND SIGNS: Comply with federal, state or local law requiring delivery of reports or notices and/or posting of signs or notices.
F. CONTRACTS; SERVICES: Contract, hire, supervise and/or discharge firms and persons, including utilities, required for the operation and maintenance of the Property. Property Manager may perform any of Property Manager's duties through attorneys, agents, employees, or independent contractors and, except for persons working in Property Manager's firm, shall not be responsible for their acts, omissions, defaults, negligence and/or costs of same.
G. EXPENSE PAYMENTS: Pay expenses and costs for the Property from Owner's funds held by Property Manager, unless otherwise directed by Owner. Expenses and costs may include, but are not limited to, property management compensation, fees and charges, expenses for goods and services, property taxes and other taxes, Owner's Association dues, assessments, loan payments and insurance premiums.
H. SECURITY DEPOSITS: Receive security deposits from tenants, which deposits shall be [X] given to Owner, or placed in Property Manager's trust account and, if held in Property Manager's trust account, pay from Owner's funds all interest on tenants' security deposits if required by local law or ordinance. Owner shall be responsible to tenants for return of security deposits and all interest due on security deposits held by Owner.
I. TRUST FUNDS: Deposit all receipts collected for Owner, less any sums properly deducted or disbursed, in a financial institution whose deposits are insured by an agency of the United States government. The funds shall be held in a trust account separate from Property Manager's personal accounts. Property Manager shall not be liable in event of bankruptcy or failure of a financial institution.
J. RESERVES: Maintain a reserve in Property Manager's trust account of \$ none
K. DISBURSEMENTS: Disburse Owner's funds held in Property Manager's trust account in the following order:
(1) Compensation due Property Manager under paragraph 8.
(2) All other operating expenses, costs and disbursements payable from Owner's funds held by Property Manager.
(3) Reserves and security deposits held by Property Manager.
(4) Balance to Owner.

Owner's Initials () ()

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PMA REVISED 6/17 (PAGE 1 OF 4)

PROPERTY MANAGEMENT AGREEMENT (PMA PAGE 1 OF 4)

Owner Name: City of Colfax Date: February 1, 2023

- L. **OWNER DISTRIBUTION:** Remit funds, if any are available, monthly (or _____), to Owner.
- M. **OWNER STATEMENTS:** Render monthly (or Quarterly or _____), and year end statements of receipts, expenses and charges for each Property.
- N. **PROPERTY MANAGER FUNDS:** Property Manager shall not advance Property Manager's own funds in connection with the Property or this Agreement.
- O. **KEYSAFE/LOCKBOX:** (If checked) Owner authorizes the use of a keysafe/lockbox to allow entry into the Property and agrees to sign a keysafe/ lockbox addendum (C.A.R., Form KLA).
4. **OWNER RESPONSIBILITIES:** Owner shall:
- A. Provide all documentation, records and disclosures as required by law or required by Property Manager to manage and operate the Property, and immediately notify Property Manager if Owner becomes aware of any change in such documentation, records or disclosures, or any matter affecting the habitability of the Property.
- B. Indemnify, defend and hold harmless Property Manager, and all persons in Property Manager's firm, as permitted by law, from all costs, expenses, suits, liabilities, damages, attorney fees and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including Owner, (i) for any repairs performed by Owner or by others hired directly by Owner; (ii) for those acts relating to the management, leasing, rental, security deposits, or operation of the Property by Property Manager, or any person in Property Manager's firm, or the performance or exercise of any of the duties, powers or authorities granted to Property Manager; or (iii) from any incorrect or incomplete information supplied by Owner, or from any material facts that Owner knows but fails to disclose including dangerous or hidden conditions on the Premises.
- C. Maintain the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10 and other applicable law.
- D. Pay all interest on tenants' security deposits if required by local law or ordinance.
- E. Carry and pay for: (i) public and premises liability insurance in an amount of no less than \$1,000,000; and (ii) property damage and worker's compensation insurance adequate to protect the interests of Owner and Property Manager. Property Manager shall be, and Owner authorizes Property Manager to be, named as an additional insured party on Owner's policies.
- F. Pay any late charges, penalties and/or interest imposed by lenders or other parties for failure to make payment to those parties, if the failure is due to insufficient funds in Property Manager's trust account available for such payment.
- G. Immediately replace any funds required if there are insufficient funds in Property Manager's trust account to cover Owner's responsibilities.
5. **OWNER REPRESENTATIONS:**
- A. Owner represents that, unless otherwise specified in writing, Owner is unaware of: (i) any recorded Notice of Default affecting the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Property or Owners ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Property Manager in writing if Owner becomes aware of any of these items during the term of this Agreement.
- B. Owner represents that any and all residential rental unit(s) on the Property contain all permits and government approvals needed to lawfully lease or rent any such unit as a dwelling, except: _____.
6. **TAX WITHHOLDING:**
- A. If Owner is not a California Resident or a corporation or LLC qualified to conduct business in California, Owner authorizes Property Manager to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to Owner that exceed \$1,500 received by Property Manager, unless Owner completes and transmits to Property Manager FTB form 589, nonresident reduced withholding request, FTB form 588, nonresident withholding waiver, or FTB form 590, withholding exemption certificate.
- B. If Owner is a nonresident alien individual, a foreign entity, or other non-U.S. person, (Foreign Investor) Owner authorizes Property Manager to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless Owner elects to treat rental income as "effectively connected income" by submitting to Property Manager a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively Connected With the Conduct of a Trade of Business in the United States. A Foreign investor Owner will need to obtain a U.S. tax payer identification number and file a declaration with the IRS regarding effectively connected income in order to complete the form given to Property Manager. Further, the Foreign Investor Owner will be responsible for making any necessary estimated tax payments.
7. **OWNER DISCLOSURE:**
- A. **LEAD-BASED PAINT:**
- (1) The Property was constructed on or after January 1, 1978.
- OR (2) The Property was constructed prior to 1978.
- (i) Owner has no knowledge of lead-based paint or lead-based paint hazards in the housing except: _____.
- (ii) Owner has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing, except the following, which Owner shall provide to Property Manager: _____.
- B. **POOL/SPA DRAIN:** Any pool or spa on the property does (or, does not) have an approved anti-entrapment drain cover, device or system.
- C. **MOLD:** The Property was treated in _____ (month) _____ (year) for elevated levels of mold which was previously detected in the following location(s): _____.
- Owner has no reports or records pertaining to elevated levels of mold in the Property, except: _____.
- Owner has no knowledge of elevated levels of mold currently in the Property, except: _____.
- D. **ASBESTOS:** Asbestos was removed from the Property in _____ (month) _____ (year) in the following location(s): _____.

Owner's Initials () ()

PMA REVISED 6/17 (PAGE 2 OF 4)



PROPERTY MANAGEMENT AGREEMENT (PMA PAGE 2 OF 4)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

99 Railroad Ave

Owner Name: City of Colfax Date: February 1, 2023

- Owner has no reports or records pertaining to asbestos in the Property, except: _____.
- Owner has no knowledge of asbestos currently in the Property, except: _____.

- E. **PEST CONTROL:** Owner has entered into a contract for periodic pest control treatment of the Property. Owner, within 3 days, will provide Property Manager a copy of the notice originally given to owner by the pest control company.
- F. **METH CONTAMINATION:** Owner has received an order from a health official prohibiting occupancy of any part of the Property because of methamphetamine contamination. Owner, within 3 days, will provide Property Manager a copy of the order. Contamination specified in the order has or has not been remedied.
- G. **BED BUG DISCLOSURE:** Owner acknowledges that beginning July 1, 2017, for new tenants and by January 1, 2018, all tenants must be provided a notice regarding bed bugs (C.A.R. Form BBD). Owner further acknowledges that it is unlawful to show, rent, or lease a property if there is a known current bed bug infestation. Owner knows of a current infestation.
- H. **WATER SUBMETERS:** The Property contains two or more units served by a single water meter and Owner has installed a submeter to measure and charge each individual unit for water usage. Effective January 1, 2018, Owner agrees to comply with Civil Code §§ 1954.201 through 1954.219 and authorizes Property Manager to provide the required Water Submeter Addendum (C.A.R. Form WSM).
- I. **CARBON MONOXIDE DETECTORS:** The Premises has a fossil fuel burning heater, appliance, or an attached garage. Landlord has has not installed carbon monoxide detector devices in accordance with legal requirements.
- J. **SMOKE ALARMS:** Landlord has has not installed smoke alarm(s) in each bedroom, in the hallway outside of each bedroom and on each floor whether or not a bedroom is located on the floor in compliance with legal requirements.
- K. **WATER CONSERVING PLUMBING FIXTURES:** The Premises was built prior to January 1, 1994. The Owner has has not installed water conserving plumbing fixtures (toilets, shower heads, interior faucets, urinals) as per Civil Code section 1101.1 et seq effective as of 1/1/2017 for single family residential properties and 1/1/2019 for multifamily residential properties.
- L. **WATER HEATERS:** Water heater has has not been braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion.
- M. **PROP. 65 WARNING NOTICE:** Landlord has has not posted a proposition 65 warning notice on the Property.

8. COMPENSATION:

- A. Owner agrees to pay Property Manager fees in the amounts indicated below for:
 - (1) Management: \$50.00 per month
 - (2) Renting or Leasing: 1/2 Months Rent
 - (3) Evictions: PM to serve initial notices. The City of Colfax to pursue eviction proceedings.
 - (4) Preparing Property for rental or lease: n/a
 - (5) Managing Property during extended periods of vacancy: n/a
 - (6) An overhead and service fee added to the cost of all work performed by, or at the direction of, Property Manager: n/a
 - (7) Other: _____
- B. This Agreement does not include providing on-site management services, property sales, refinancing, preparing Property for sale or refinancing, modernization, fire or major damage restoration, rehabilitation, obtaining income tax, accounting or legal advice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending Owner's Association meetings or _____

If Owner requests Property Manager to perform services not included in this Agreement, a fee shall be agreed upon before these services are performed.

- C. Property Manager may divide compensation, fees and charges due under this Agreement in any manner acceptable to Property Manager.
- D. Owner further agrees that:
 - (1) Property Manager may receive and keep fees and charges from tenants for: (i) requesting an assignment of lease or sublease of the Property; (ii) processing credit applications; (iii) any returned checks and/or (if checked) late payments; and (iv) any other services that are not in conflict with this Agreement.
 - (2) Property Manager may perform any of Property Manager's duties, and obtain necessary products and services, through affiliated companies or organizations in which Property Manager may own an interest. Property Manager may receive fees, commissions and/or profits from these affiliated companies or organizations. Property Manager has an ownership interest in the following affiliated companies or organizations: _____

Property Manager shall disclose to Owner any other such relationships as they occur. Property Manager shall not receive any fees, commissions or profits from unaffiliated companies or organizations in the performance of this Agreement, without prior disclosure to Owner.

- (3) Other: _____

- 9. **AGENCY RELATIONSHIPS:** Property Manager may act, and Owner hereby consents to Property Manager acting, as dual agent for Owner and tenant(s) in any resulting transaction. If the Property includes residential property with one-to-four dwelling units and this Agreement permits a tenancy in excess of one year, Owner acknowledges receipt of the "Disclosure Regarding Agency Relationships" (C.A.R. Form AD). Owner understands that Property Manager may have or obtain property management agreements on other property, and that potential tenants may consider, make offers on, or lease through Property Manager, property the same as or similar to Owner's Property. Owner consents to Property Manager's representation of other owners' properties before, during and after the expiration of this Agreement.
- 10. **NOTICES:** Any written notice to Owner or Property Manager required under this Agreement shall be served by sending such notice by first class mail or other agreed-to delivery method to that party at the address below, or at any different address the parties may later designate for this purpose. Notice shall be deemed received three (3) calendar days after deposit into the United States mail OR _____.

Owner's Initials () ()



Owner Name: City of Colfax Date: February 1, 2023

11. DISPUTE RESOLUTION:

- A. **MEDIATION:** Owner and Property Manager 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. 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 (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, 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. **Exclusions from this mediation agreement are specified in paragraph 11B.**
- B. **ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation and arbitration: (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; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. 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 waiver or violation of the mediation provisions.
- C. **ADVISORY:** If Owner and Property Manager desire to resolve disputes arising between them rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

- 12. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
- 13. **ATTORNEY FEES:** In any action, proceeding or arbitration between Owner and Property Manager to enforce the compensation provisions of this Agreement, the prevailing Owner or Property Manager shall be entitled to reasonable attorney fees and costs from the non-prevailing Owner or Property Manager, except as provided in paragraph 11A.
- 14. **ADDITIONAL TERMS:** Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD)

15. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Owner warrants that Owner is the owner of the Property or has the authority to execute this Agreement. Owner acknowledges Owner has read, understands, accepts and has received a copy of the Agreement.

REPRESENTATIVE CAPACITY: This Property Management Agreement is being signed for Owner by an individual acting in a Representative Capacity as specified in the attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-LL). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. Owner (i) represents that the entity for which the individual is signing already exists and (ii) shall Deliver to Broker, within 3 Days After Execution of this Agreement, evidence of authority to act (such as but not limited to: applicable trust document, or portion thereof, letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Owner _____ Date _____

Owner City of Colfax
Print Name _____ Social Security/Tax ID # (for tax reporting purposes) _____

Address 33 S. Main Street/PO Box 702 City Colfax State CA Zip 95713
Telephone _____ Fax (530)346-6214 Email wes.heathcock@colfax-ca.gov

Owner _____ Date _____

Owner _____
Print Name _____ Social Security/Tax ID # (for tax reporting purposes) _____

Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

Real Estate Broker (Firm) Foothill Properties DRE Lic. #: 02054628

By (Agent) _____ Tami Hampshire DRE Lic. #: 01745276 Date _____

Address PO Box 1531 / 204 S Auburn St City Colfax State CA Zip 95713
Telephone (530)308-3320 Fax (530)346-9797 Email tami@tamihampshire.com

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PMA REVISED 6/17 (PAGE 4 OF 4)

PROPERTY MANAGEMENT AGREEMENT (PMA PAGE 4 OF 4)



CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE (C.A.R. Form CCPA, Revised 12/21)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant _____ Date _____ City of Colfax

Buyer/Seller/Landlord/Tenant _____ Date _____

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CCPA REVISED 12/21 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)



Staff Report to City Council

FOR THE FEBRUARY 8, 2023, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Marguerite Bailey, City Clerk
Subject: Records Retention Schedule

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution ___-2023 and the Records Retention Schedules.

Summary/Background

The City is upgrading its records management program, including its records retention policies. The adoption of this retention schedule will result in efficiency gains and cost savings. The current Records Retention Schedule adopted by Resolution 34-2004 needs to be updated.

Colfax selected Gladwell Governmental Services, Inc., an expert in local government records, to upgrade its records management program. An upgrade in the existing program was necessary to reduce current and future records storage costs, eliminate duplication of effort, increase efficiency and take advantage of current technology and changes in law.

The upgrade of the current records management systems are driven by many factors, including:

- Very limited space in City facilities
- Many departments are filing and storing copies of the same records
- Colfax produces and manages many permanent records
- Escalating records storage expenses
- Technology advancements
- Changes in law

The purpose of the program is to apply efficient and economical methods to the creation, utilization, maintenance, retention, preservation and disposal of all records managed by the City.

The retention periods are in compliance with all laws and are standard business practice for California cities.

The new retention schedules were written interactively with representatives from all departments participating in the project. They provide clear, specific records descriptions and retention periods, and apply current law and technology to the management of City records. By identifying which department is responsible for maintaining the original record, and by establishing clear retention periods for different categories of records, Colfax will realize significant savings in labor costs, storage costs, free filing cabinet and office space, and realize operational efficiencies.

It is standard business practice for California cities to authorize the routine destruction of records that have exceeded their adopted retention period, upon the request of the Department Head and with the consent in writing of the Department Head, City Clerk and City Attorney, which is provided in Section 2 of the resolution. This will reduce costs and improve efficiency for the City.

It is also standard business practice for California cities to authorize updates to the schedule without further action of the City Council, which is provided in Section 3.

Fiscal Impacts

Colfax will realize significant savings both in labor and storage expenses; including the avoidance of future storage and/or construction costs.

Attachments:

1. Resolution __ - 2023
2. Exhibit A Retention Schedules

City of Colfax

City Council

Resolution No. __-2023

ADOPTING A RECORDS RETENTION SCHEDULE, AUTHORIZING DESTRUCTION OF CERTAIN CITY RECORDS

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the City of Colfax; and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any City record which has served its purpose and is no longer required may be destroyed; and

WHEREAS, the City of Colfax previously adopted Resolution No. 34-2004, approving Records Retention Schedules;

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

1. Resolution No. 34-2004 is hereby repealed.
2. The records of the City of Colfax, as set forth in the Records Retention Schedule Exhibit A, attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule upon the request of the Department Head and with the consent in writing of the Department Head, City Clerk and City Attorney, without further action by the City Council of the City of Colfax.
3. Updates are hereby authorized to be made to the Records Retention Schedule, without any further action by the City Council, with the consent of the Department Head, City Clerk, City Attorney and City Manager.
4. The term “records” as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers; as defined by the California Public Records Act.
5. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.
6. This resolution shall become effective immediately upon its passage and adoption.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 8th of February, 2023 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey, City Clerk

HOW TO USE RETENTION SCHEDULES

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A legend explaining the information presented in the retention schedule has been printed on the back of each page for your easy reference; an index to locate records is also provided.

The specified retention period applies regardless of the media of the record: If a record is stored on paper and a computer file on a hard drive, both records should be destroyed (or erased) after the specified period of time has elapsed.

Copies or duplicates of records should never be retained longer than the prescribed period for the original record.

STRUCTURE: CITYWIDE, DEPARTMENTS & DIVISIONS

The City-wide retention schedule includes those records all departments have in common (letters, memorandums, purchase orders, etc.). These records are NOT repeated in the Department retention schedule, unless that department is the Office of Record, and therefore responsible for maintaining the original record for the prescribed length of time.

Each department has a separate retention schedule that describes the records that are unique to their department, or for which they are the Office of Record. Where appropriate, the department retention schedules are organized by Division within that Department. If a record is not listed in your department retention schedule, refer to the City-wide retention schedule. An index will be provided for your reference.

BENEFITS

This retention schedule has been developed by Diane R. Gladwell, MMC, an expert in Municipal Government records, and will provide the City with the following benefits:

- Reduce administrative expenses, expedite procedures
- Free filing cabinet and office space
- Reduce the cost of records storage
- Eliminate duplication of effort within the City
- Find records faster
- Easier purging of file folders
- Determine what media should be used to store records

For questions, please contact the City Clerk.

AUTHORIZATION TO DESTROY RECORDS:

Destruction of an original record that has exceeded its retention period must be authorized according to City Policies & Procedures prior to destroying it.

- If there is a **minimum** retention ("**Minimum 2 years**"), destruction of the document must be authorized before it is destroyed, as it is an original record.

Copies, drafts, notes and non-records do NOT require authorization, and can be destroyed "When No Longer Required."

- If there is **NOT** a minimum retention ("When No Longer Required"), it does NOT need to be authorized prior to destruction, as it is a preliminary draft / transitory record or a copy.

On every page of the schedules (near the top, just under the column headings) are important instructions, including instructions regarding holds on destroying records. "**Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).**"

RECORDS RETENTION SCHEDULE LEGEND

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OFR (Office of Record): The department that keeps the original or “record copy.” Usually it is the department that originates the record, unless the item is for a City Council meeting (then it is the City Clerk.)

Records Description: The record series (a group of like records).

Transitory Records not retained in the ordinary course of business, that do NOT have substantive content: Preliminary drafts, notes, or interagency or intra-agency memoranda and records having only transitory value. Examples: Telephone messages, meeting room reservation schedules, logs, source records entered into a computer system that qualifies as a “trusted system”, etc.

Non-Record: Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

Retention/Disposition:

- Active:** How long the file remains in the immediate office area (*guideline*)
- Inactive:** How long the file is in off-site storage, stored on Optical Disk or Microforms (*guideline*)
- Total Retention:** The total number of years the record will be retained

For file folders containing documents with different retention timeframes, use the document with the longest retention time.

P = Permanent

Indefinite = No fixed or specified retention period; used for databases, because the data fields are interrelated.

Vital? = Those records that are needed for basic operations in the event of a disaster.

Media Options (*guideline*) – the form of the record:

- Mag = Electronic Computer Magnetic Media (Hard drives, Networks, USB Drives, Cloud, etc.)
- Mfr = Microforms (aperture cards, microfilm, microfiche, or jackets)
- Ppr = Paper
- OD = Optical Disk, CD-r, DVD-r, WORM, or other **media** which **does not allow changes**

Scan / Import (*guideline*):

- “S” indicates the record should be scanned into the document imaging system;
- “I” indicates the record should be electronically imported into the document imaging system;
- “M” indicates the record should be microfilmed

Destroy Paper after Imaged & QC'd / Trustworthy Electronic Record: “Yes” indicates the electronic record may serve as the OFFICIAL record (and the paper version may be destroyed, or the record may be electronically generated and never exist in paper format;) **IF (legal requirements)** the document has been imaged (electronically generated, scanned or imported **and placed on Unalterable Media, Immutable Cloud Media, DVD-R, CD-R, Blue-ray-R, or WORM** – Write Once Read Many Media, **or microfilmed**) which is stored in a safe & separate location, and both the images and indexing Quality Checked (“QC'd”). The electronic record or image must contain all significant details from the original and be an adequate substitute for the original document for all purposes, and other legal mandates apply. Includes all electronic records which are to serve as the Official Record.

Legend for legal citations (§: Section)

CC: Civil Code (CA)

CFC: California Fire Code

EVC: Evidence Code (CA)

FTB: Franchise Tax Board (CA)

HUD: Housing & Urban Develop. (US)

PC: Penal Code (CA)

UFC: Uniform Fire Code

W&I: Welfare & Institutions Code (CA)

B&P: Business & Professions Code (CA)

CCP: Code of Civil Procedure (CA)

CFR: Code of Federal Regulations (US)

FA: Food & Agriculture Code

GC: Government Code (CA)

LC: Labor Code (CA)

PRC Public Resources Code

USC: United States Code (US)

CBC: California Building Code

CCR: California Code of Regulations (CA)

EC: Elections Code (CA)

FC: Family Code (CA)

H&S: Health & Safety Code (CA)

Ops. Cal. Atty. Gen.: Attorney General Opinions (CA)

R&T: Revenue & Taxation Code (CA)

VC: Vehicle Code (CA)

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
CITY-WIDE (Used by All Departments)								
Human Resources / Risk Management	CW-001	Accident Reports / Incident Reports (Members of the Public - Whether or Not a Claim is Filed)	Send to Risk Management		Mag, Ppr			GC §34090
Finance / Accounts Payable	CW-002	Accounts Payable / Invoices and Backup	When No Longer Required	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Departments scan invoices to Finance database, which meets regulations for Trustworthy Electronic Records. Finance is the Office of Record; CCP §337 et. seq.; GC §34090.7
Lead Dept.	CW-003	Agreements & Contracts ADMINISTRATION (WITHOUT Grant Funding) (Insurance Certificates, Project Administration, Certified Payrolls, RFP - Request for Proposal, etc.) Send all Final Agreements or Contracts to the City Clerk	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Covers E&O Statute of Limitations; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §34090
Lead Dept.	CW-004	Agreements & Contracts: ADMINISTRATION (WITH Grant Funding) (Insurance Certificates, Project Administration, Certified Payrolls, RFP - Request for Proposal.) Send all Final Agreements or Contracts to the City Clerk	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., 2 CFR 200.334; 24 CFR 91.105(h), 92.505, & 570.502(b), 29 CFR 97.42; OMB Circular A-133GC §34090
Lead Dept.	CW-005	Agreements & Contracts: UNSUCCESSFUL BIDS, PROPOSALS or RESPONSES to RFPs (Request for Proposals) and/or RFQs (Request for Qualifications) that don't result in a contract	2 years		Mag, Ppr		Yes: After QC & OD	GC §34090

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
	CW-006	Boards, Commissions, & Committees: External Organizations - Agendas, Minutes, Resolutions, or other documents (e.g. County Board of Supervisors)	When No Longer Required		Mag, Ppr			Non-records
Staffing Dept.	CW-007	Boards, Committees, Commissions, Ad-Hoc Committees: Citizen Advisory Created by the City Council - AGENDAS & STAFF REPORTS	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Staffing Dept.	CW-008	Boards, Committees, Commissions, Ad-Hoc Committees: Citizen Advisory Created by the City Council - AUDIO RECORDINGS	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090.6
Staffing Dept.	CW-009	Boards, Committees, Commissions, Ad-Hoc Committees: Citizen Advisory Created by the City Council - MINUTES	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Staffing Dept.	CW-010	Committees: City Council Subcommittees, AGENDAS and MINUTES Bike Park, Skate Park, Council Policy, ISO, Youth Commission Selection, Colfax Youth Commission Subcommittees	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Only Citizen Advisory Boards appointed by the City Council must retain minutes permanently (Council Subcommittees present their recommendations to the full Council); GC §34090 et seq.
Staffing Dept.	CW-011	Committees: Employee Committees, Employee Staff Meetings / Department Staff Meetings AGENDAS and MINUTES	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Only Citizen Advisory Boards appointed by the City Council must retain minutes permanently (Council Subcommittees present their recommendations to the full Council); GC §34090 et seq.
Lead (Responding) Dept.	CW-012	Complaints / Concerns from Citizens (Excludes Peace Officers)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Statute of Limitations for personal property, fraud, etc. is 3 years; Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, GC §34090

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	CW-013	Copies or duplicates of any record	Copies - When No Longer Required		Mag Ppr			GC §34090.7
Dept. that Authors Document or Receives the City's Original Document	CW-014	Correspondence - ROUTINE (Content relates in a substantive way to the conduct of the public's business) (e.g. Letters, Memorandums, Administrative, Chronological, General Files, Reading File, Working Files, etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Dept. that Authors Document or Receives the City's Original Document	CW-015	Correspondence - TRANSITORY / PRELIMINARY DRAFTS , Interagency and Intraagency Memoranda NOT retained in the ordinary course of business Content NOT Substantive , or NOT made or retained for the purpose of preserving the informational content for future reference (e.g. calendars, checklists, e-mail, social media posting, employee directories, flyers, invitations, instant messaging, inventories, logs, mailing lists, meeting room registrations, speaker cards, staff videoconference chats, notes and recordings, supply inventories, staff videoconferences, chats, notes, recordings, telephone messages, text messages, transmittal letters, thank yous, requests from other cities, preliminary notices for construction projects, undeliverable envelopes, visitors logs, voice mails, webpages, etc.)	When No Longer Required		Mag, Ppr			Electronic and paper records are filed and retained based upon their CONTENT . Records, e-mails, electronic records, or social media postings where the Content relates in a substantive way to the conduct of the public's business, or that ARE made or retained for the purpose of preserving the informational content for future reference are saved by printing them out and placing in a file folder, or saving them electronically in a folder outside the e-mail system; If not mentioned here, consult the City Attorney to determine if a record is considered transitory / preliminary drafts. GC §34090, GC §6252; 64 Ops. Cal. Atty. Gen. 317 (1981)); City of San Jose v. Superior Court (Smith). S218066. Supreme Court of California, 2017
Lead Dept.	CW-016	Drafts & Notes: Drafts that are revised (retain final version)	When No Longer Required		Mag, Ppr			As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the City Attorney to determine if a record is considered a draft. GC §§34090, 6252, 6254(a)

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	CW-017	GIS Database / Data / Layers (both City-wide and Specialized)	When No Longer Required	Yes	Mag			The Lead Department should print out historical documents (or save source data) prior to replacing the data, if they require the data or output for historical purposes; Department Preference (Preliminary documents); GC §34090 et seq.
Lead Dept.	CW-018	Grants (UNSUCCESSFUL Applications, Correspondence)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	CW-019	Grant Applications funded by the City's General Fund (Covid-19, etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Finance maintains payable information in Accounts Payable; GC §34090
Lead Dept.	CW-020	Grants / CDBG (Community Development Block Grant) / Reimbursable Claims / FEMA Reimbursements / OES Reimbursements (SUCCESSFUL Reports, other records required to pass the funding agency's audit, if required) Applications (successful), grant agreement, copies of invoices, program rules, regulations & procedures, reports to grant funding agencies, correspondence, audit records, completion records	After Funding Agency Audit, if required - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; statewide guidelines propose 4 years; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a&b), 29 CFR 97.42; OMB Circular A-110 & A-133; GC §34090
Lead Dept.	CW-021	Newspaper Clippings	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records - may be obtained from the newspaper company; GC §34090
Human Resources	CW-022	Personnel Files (Department Copies)	Separation or Transfer + 3 years	Before Annual Evaluation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline; GC §34090 et seq.

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	CW-022	Personnel Files (Supervisor's Notes)	Shred After Incorporation into Performance Evaluation or Documented Discipline	Before Annual Evaluation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline; GC §34090 et seq.
Lead Dept.	CW-023	Photographs	When No Longer Required		Mag, Ppr			Preliminary Drafts; destroy unnecessary photographs. GC §§34090, 6252, 6254(a)
Lead Dept. (Who Uses the Vehicle)	CW-024	Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		Ppr			GC §34090; 13 CCR 1234(c)
Lead Dept.	CW-025	Public Relations / Press Releases	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept. (Who Ordered the Appraisal)	CW-026	Real Estate Appraisal Reports: Property NOT purchased, Loans not funded, etc.	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not accessible to the public; Statewide Guidelines show 2 years; GC §§34090, 6254(h)
Lead Dept. (Who Ordered the Appraisal)	CW-027	Real Estate Appraisal Reports: Purchased Property, Funded Loans	Minimum 5 years	Yes: Before Purchase	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not accessible to the public until purchase has been completed; meets grant auditing requirements; 2 CFR 200.334; 24 CFR 91.105(h), & 570.502(b); 29 CFR 97.42, GC §34090
	CW-028	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, etc: Produced by OUTSIDE ORGANIZATIONS (League of California Cities, Chamber of Commerce, etc.)	When No Longer Required		Mag, Ppr			Non-Records

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

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<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	CW-029	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, Administrative Policies, etc: Produced by YOUR Department	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statewide guidelines propose superseded + 2 or 5 years; GC §34090
Lead Dept.	CW-030	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, Administrative Policies, etc: Produced by OTHER Departments	When Superseded		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Copies; GC §34090.7
Lead Dept.	CW-031	Reports and Studies (Historically significant - e.g., Zoning Studies)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Administratively and Historically significant, therefore retained permanently; GC §34090
Lead Dept.	CW-032	Reports and Studies (other than Historically significant reports - e.g. Annual Reports)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Information is outdated after 10 years; statewide guidelines propose 2 years; If historically significant, retain permanently; GC §34090
Lead Dept.	CW-033	Special Projects / Subject Files / Issue Files	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Lead Dept.	CW-034	Surveys / Questionnaires (that the City issues). If a summary of the data is compiled, the survey forms are considered a draft or transitory record, and can be destroyed as drafts (When No Longer Required)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	CW-035	Training Presented by City Staff - COURSE RECORDS (Attendance Rosters, Outlines and Materials; includes Ethics, Harassment, & Safety Training & Tailgates)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Ethics Training is 5 years; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c); GC §§12946, 34090, 53235.2(b)

RECORDS RETENTION SCHEDULE: BUILDING & CODE ENFORCEMENT

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
BUILDING & SAFETY								
Building & Safety	BL-001	Address Files / Building Permits	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090, H&S §19850
Building & Safety	BL-002	Building Permit Database (Excel)	Indefinite	Yes (all)	Mag			Department Preference - Data is interrelated; GC §34090, H&S §19850
Building & Safety	BL-003	Building Plans - Cancelled or Withdrawn	Minimum Cancelled or Withdrawn		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary drafts not retained in the ordinary course of business; CBC §104.7; H&S§19850, GC §34090
Building & Safety	BL-004	Building Plans - Expired	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; CBC §104.7; H&S§19850, GC §34090
Building & Safety	BL-005	Building Plans - Finalled - TENANT IMPROVEMENTS	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Law requires for the life of the building for commercial and common interest dwellings only; CBC 104.7 & 107.5, H&S§19850, GC §34090
Building & Safety	BL-006	Building Plans - Finalled - INDUSTRIAL, COMMERCIAL, MULTI-FAMILY DWELLINGS, PLACES OF PUBLIC ACCOMMODATION	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Law requires for the life of the building for commercial and common interest dwellings only; CBC 104.7 & 107.5, H&S§19850, GC §34090
Building & Safety	BL-007	Building Plans - Finalled - SINGLE FAMILY RESIDENTIAL - SFR and APPURTENANCES Energy Calculations, Structural Calculations	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; State law requires plans need not be filed for dwellings less than 2 stories, garages & appurtenances, farms/ranches, 1-story with bearing walls less than 25'; CBC requires 180 days from completion date; CBC 104.7 & 107.5, H&S§19850, GC §34090

RECORDS RETENTION SCHEDULE: BUILDING & CODE ENFORCEMENT

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Building & Safety	BL-008	California Building Codes / Uniform Building Codes	Minimum While Ordinance is in Force		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	GC §50022.6
Building & Safety	BL-009	Certificate of Occupancy (CofO)	P	Yes (all)	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §34090
Building & Safety	BL-010	Copyright Release Forms / Requests & Permissions to Receive Copies of Plans (to and from Architects)	2 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference (kept with the Building Permit file); GC §34090
Building & Safety	BL-011	Correction Notices	When Permit is Finalled		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090
Lead Dept.	BL-012	Emergency Plans, Hazardous Materials Response Plans, etc.	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statewide guidelines propose superseded + 2 or 5 years; GC §34090
Building & Safety	BL-013	Geotechnical and Soils Reports (all)	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Building & Safety	BL-014	Plan Check Comments (Site Plan File)	When Permit is Finalled		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090
Building & Safety	BL-015	Stop Work Notices, Correction Notices	After Permit is Finalled		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090
CODE ENFORCEMENT								

RECORDS RETENTION SCHEDULE: BUILDING & CODE ENFORCEMENT

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Code Enforce.	BL-016	Code Enforcement / Abatement Case Files (Includes appeals and Code Enforcement Complaint Letters) Send all Liens and Lien Releases to the City Clerk	Minimum 2 years	Yes: Until Resolution	Mag, Ppr			Department preference; GC §34090
Code Enforce.	BL-017	Notice of Violations / Code Enforcement Citations	Minimum 2 years		Mag, Mfr, OD, Ppr	S/I	Yes: When Inactive	Department preference; GC §34090

RECORDS RETENTION SCHEDULE: CITY ATTORNEY

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards .</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
CITY ATTORNEY								
City Attorney	CA-001	Advice Files / Attorney Work Product (Notes, etc.)	Minimum 2 years	Yes: Until Settlement	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
City Attorney	CA-002	Amicus Briefs	Minimum 2 years		Mag, Ppr			Department preference; GC §34090
City Attorney	CA-003	Claims Against the City (City Clerk receives the claim form, and forwards it to the City Attorney, then the Insurer / Third Party Administrator (TPA))	5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Claim must be filed within 1 year, lawsuit within 2 years; complaints against peace officers within 5 years; CCP §337 et seq.; GC §§911.2, 34090, 34090.6; PC §832.5(b)
City Attorney	CA-004	Lawsuits / Litigation	Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Claim must be filed within 1 year, lawsuit within 2 years; complaints against peace officers within 5 years; CCP §337 et seq.; GC §§911.2, 34090, 34090.6; PC §832.5(b)
City Attorney	CA-005	Subject / Project Files	Minimum 2 years		Mag, Ppr			Department preference; GC §34090

RECORDS RETENTION SCHEDULE: CITY CLERK

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards .</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
CITY CLERK								
City Clerk	CC-001	Affidavits of Publications / Affidavits of Posting Notices / Legal Advertising / Notices / Proofs of Publications / Public Hearing Notices	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations on Municipal Government actions is 3 - 6 months; GC §§34090, 54960.1(c)(1)
City Clerk	CC-002	Agenda Packets: City Council, Planning Commission	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-003	<p>Agreements & Contracts - ALL (INFRASTRUCTURE, OR IF IMAGED, JPAs, MOUs)</p> <p><i>Agreement or Contract includes all contractual obligations (e.g. Specifications and Successful Proposal or Scope of Work)</i></p> <p>Examples of Infrastructure: Architects, Buildings, bridges, covenants, development, environmental, Joint Powers, MOUs, park improvements, property & property restrictions, redevelopment, reservoirs, sewers, sidewalks, street & alley improvements, settlement, subdivisions, utilities, water, etc.</p>	P	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; All infrastructure contracts should be permanent for emergency preparedness; Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §337 et. seq., GC §34090; Contractor has retention requirements in 48 CFR 4.703

RECORDS RETENTION SCHEDULE: CITY CLERK

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
City Clerk	CC-004	<p>Agreements & Contracts - ALL (NON-INFRASTRUCTURE, Professional Services Agreements, Tenant / Lease Agreements - NOT IMAGED)</p> <p><i>Agreement or Contract includes all contractual obligations (e.g. Specifications and Successful Proposal or Scope of Work)</i></p> <p>Examples of Non-Infrastructure: Consultants, Franchises, Landscaping, Painting, Slurry Seals (Paving), Tree Trimming, Leases, Personnel, Professional Services, etc.</p>	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)
City Clerk	CC-005	Board & Commission / Committee Maddy Act Lists / Vacancy Notices	2 years		Mag, Ppr		Yes: After QC & OD	GC §34090
City Clerk		Bonds: CIP Labor & Materials, Performance Bonds, Letters of Credit, Encroachment Permits Only	Release of Bond / Letter of Credit		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Security; GC §34090
City Clerk	CC-006	City Articles of Incorporation	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-007	Claim Forms	2 years	Yes: Until Settlement	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	City Attorney retains full claim file; GC §34090
City Clerk	CC-008	Filing System / Subject Files / Function Filing System - HISTORICALLY SIGNIFICANT, LAND, PLANNING, CAPITAL IMPROVEMENT INFRASTRUCTURE PROJECTS	P		Mag, Ppr		Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-009	Filing System / Subject Files / Function Filing System - NOT HISTORICALLY SIGNIFICANT	Minimum 2 years		Mag, Ppr		Yes: After QC & OD	Department preference; GC §34090

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City Clerk	CC-010	FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): ALL	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	City maintains original statements; GC §81009(d)(e)(f)&(g)
City Clerk	CC-011	FPPC Form 801 (Gift to Agency Report)	7 years		Mag, Ppr	S / I	Yes: After 2 years	Must post on website; GC §81009(e)
City Clerk	CC-012	FPPC Form 802 (Event Ticket / Pass Distributions Agency Report)	7 years		Mag, Ppr	S / I	Yes: After 2 years	Should post on website for 4 years; GC §81009(e)
City Clerk	CC-013	FPPC Form 803 (Behested Payment Report)	7 years		Mag, Ppr	S / I	Yes: After 2 years	GC §81009(e)
City Clerk	CC-014	FPPC Form 806 (Agency Report of Public Official Appointments)	7 years		Mag, Ppr	S / I	Yes: After 2 years	Must post on website; 2 CCR 18705.5; 2 CCR 18702.5(b)(3); GC §34090; GC §81009(e)
CITY CLERK ELECTIONS (CONSOLIDATED)								
City Clerk	CC-014	Campaign Filings (FPPC 400 Series Forms & Form 501): UNSUCCESSFUL CANDIDATES	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	Paper must be retained for at least 2 years; GC §81009(b)&(g)
City Clerk	CC-015	Campaign Filings (FPPC 400 Series Forms & Form 501): SUCCESSFUL CANDIDATES (Elected Officials)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	Paper must be retained for at least 2 years; GC §81009(b)&(g)
City Clerk	CC-016	Campaign Filings (FPPC 400 Series Forms): THOSE NOT REQUIRED TO FILE ORIGINAL WITH CITY CLERK (copies)	4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	Paper must be retained for at least 2 years; GC §81009(f)&(g)
City Clerk	CC-017	Campaign Filings (FPPC 400 Series Forms): OTHER COMMITTEES (PACS - not candidate-controlled)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	Paper must be retained for at least 2 years; GC §81009(c)&(g)
City Clerk	CC-018	Candidate File: Nomination Papers, Candidate Statement Forms, Ballot Designation Forms, etc. - SUCCESSFUL CANDIDATES	Term of Office + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statewide guidelines proposes 4 years for successful candidates, 2 years for unsuccessful; CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100

RECORDS RETENTION SCHEDULE: CITY CLERK

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<i>If the record is not listed here, refer to the Retention for City-Wide Standards .</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
City Clerk	CC-019	Candidate File: Nomination Papers, Candidate Statement Forms, Ballot Designation Forms, etc. - UNSUCCESSFUL CANDIDATES	Election + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statewide guidelines proposes 4 years for successful candidates, 2 years for unsuccessful; CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100
City Clerk	CC-020	Elections - GENERAL, WORKING or ADMINISTRATION Files (Correspondence, Applications to fill a Vacancy on the City Council, Precinct Maps, County Election Services, Candidate Statements to be printed in the Sample Ballot, Polling Locations and Precinct Board Members, Notices, Postings, etc.)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-021	Elections - Petitions (Initiative, Recall or Referendum) - IF SUFFICIENT	Results + 8 months		Ppr			Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
City Clerk	CC-022	Elections - Petitions (Initiative, Recall or Referendum) - IF INSUFFICIENT	Final Examination + 1 year after petition examination		Ppr			Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
(End of Elections Section)								
City Clerk	CC-023	Enterprise System Catalogue (Listing of Enterprise-wide Software, posted on line)	When Superseded	Yes	Mag.			GC §34090 et seq.
City Clerk	CC-024	Historical Records, Photographs, & Historical Projects (e.g. City Anniversaries, Incorporation, City Seal, Awards of significant historical interest, Grand Openings, etc.)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	City Clerk determines historical significance; records can address a variety of subjects and media. Some media (e.g. audio and video tape) may be limited because of the media's life expectancy; GC §34090

RECORDS RETENTION SCHEDULE: CITY CLERK

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards .</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
City Clerk	CC-025	Minutes: City Council, Planning Commission	P		Mag, Mfr, OD, Ppr	S / I	No	GC §34090(e)
City Clerk	CC-026	Oath of Office / Appointments / Oath for Disaster Worker: ALL - City Council, Boards and Commissions	Separation + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department Preference; Statute of Limitations: Public official misconduct is discovery of offense + 4 years, GC §§36507, 34090; PC §§801.5, 803(c); 29 USC 1113
City Clerk	CC-027	Ordinances	P		Mag, Mfr, OD, Ppr	S / I	No	GC §34090(e)
City Clerk	CC-028	Proclamations / Commendations / Memoriums / Recognitions, etc.	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090
City Clerk	CC-029	Prop. 218 (Property-based fees - Sewer Fees, Landscape Fees, etc.) Protest Letters / Ballots, Tabulation	2 years		Mag, Ppr			GC §53753(e)(2)
City Clerk	CC-030	Public Records Requests / Subpoenas Duces Tecum	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-031	Recorded Documents: Deeds, Easements, Right of Ways, Abandonments / Vacation, Liens / Lien Releases	P		Mag, Mfr, OD, Ppr	S / I	No	GC §34090(a)
City Clerk	CC-032	Recordings: Audio or Video of City Council, Planning Commission	Minimum 4 years		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.6
City Clerk	CC-033	Records Destruction Authorization Forms & Certifications (All Departments)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; GC §34090

RECORDS RETENTION SCHEDULE: CITY CLERK

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards .</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
City Clerk	CC-034	Resolutions: City Council, Planning Commission	P		Mag, Mfr, OD, Ppr	S / I	No	GC §34090(e)
City Clerk	CC-035	Secretary of State Statement of Facts / Registry of Public Officials	2 years		Mag, Ppr			GC §34090
City Clerk	CC-036	Vehicle Titles / Pink Slips	Upon Sale or Disposal of Vehicle		Mag, Ppr			Title is transferred to new owner or auction house

RECORDS RETENTION SCHEDULE: CITY MANAGER

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards .</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
CITY MANAGER								
City Manager	CM-001	Hearing Officer Determinations (for appeals)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090
City Manager	CM-002	Projects / Subject Files (Subject will change over time)	Minimum 2 years		Mag, Ppr			Department Preference; GC §34090 et seq.
Finance	CM-003	Travel Arrangements	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Preliminary Drafts (Invoices are the final record kept in Accounts Payable); GC §34090 et seq.
ECONOMIC DEVELOPMENT								
City Manager / Economic Develop.	CM-004	Economic Development Projects / Business Recruitment and Retention	Minimum 2 years		Mag, Ppr			Department Preference; GC §34090 et seq.
ENVIRONMENTAL PROGRAMS								
City Manager/ Environmental Programs	CM-005	AB 939 Compliance / SB 1383 Compliance (Organic Waste Collection and Recycling)	10 years		Mag, Ppr			Department preference; SB 1383 compliance is required for 5 years; Low-Carbon Fuel Standard regulations credits can be received for 10 years, and are eligible for an extension; 14 CCR § 18995;.2 H&S §39730.7; GC §34090
City Manager/ Environmental Programs	CM-006	Reports to Regulatory Agencies (California Integrated Waste Management Board, etc.)	10 years		Mag, Ppr			Department Preference; GC §34090
City Manager/ Environmental Programs	CM-007	Solid Waste Services / Hauler Quarterly Reports	10 years		Mag, Ppr			Department Preference; GC §34090
City Manager/ Environmental Programs	CM-008	Tonnage Reports	10 years		Mag, Ppr			Department Preference; GC §34090
LEGISLATIVE SERVICES								

RECORDS RETENTION SCHEDULE: CITY MANAGER

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards .</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
City Manager / Legislative	CM-009	Legislative Advocacies, Support or Opposition to proposed Federal or State Legislation	Minimum 2 years		Mag, Ppr			Department preference; GC §34090

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
FINANCE / ACCOUNTS PAYABLE & PURCHASING								
Finance / Accounts Payable & Purchasing	FIN-001	1099's / 1096's	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; 26 CFR §31.6001-1(e)(2), R&T §19530, GC §34090; 29 USC 436
Finance / Accounts Payable & Purchasing	FIN-002	Accounts Payable / Purchase Orders / Invoices and Backup / Warrants / Refunds / Credit Card Statements / P-Card Statements / Energy Rebates (Includes Invoices, Travel Expense Reimbursements, etc.)	10 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; 5 years meets municipal government auditing standards and Statute of Limitations for contracts; Purchasing preference for P-Card Invoices (48 CFR 4.805 requires Federal Agencies to retain their contracts, unsuccessful & successful proposals 6 years after final payment); CCP §337 et. seq.; GC §34090
Finance / Accounts Payable & Purchasing	FIN-003	W-9s	Vendor Inactive + 3 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets IRS Auditing Standards (3 years after the last payment to the vendor); GC §34090
FINANCE / ACCOUNTS RECEIVABLE								
Finance / Accounts Receivable	FIN-004	Accounts Receivable / Revenue / Business Tax Receipts / Our Invoices to Outside Entities: Insurance Companies, Franchise Fees, DUI Billing, Transient Occupancy Tax (TOT), Auctions of Surplus Property, Credit Card Payment Receipts, etc.	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards; GC §34090 et seq.
Finance / Accounts Receivable	FIN-005	Checks and Credit Card Charges / Settlements	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards; GC §34090 et seq.

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance / Accounts Receivable	FIN-006	Prop. 218 (Property-based fees - Solid Waste, Water) Mailer / Notice	Superseded + 2 years		Mag, Ppr			Department preference; GC §53753(e)(2)
Finance / Accounts Receivable	FIN-007	Prop. 218 (Property-based fees - Solid Waste, Water) Mailing List, Master File	2 years		Mag, Ppr			GC §53753(e)(2)
FINANCE / DEBT SERVICES								
Finance / Debt Services	FIN-008	Bonds & Bond Sales / Official Statements / Transcripts / Certificates of Participations (COPs) - Includes Continuing Disclosure Reports See Bank Statements for statement retention.	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Ppr			Department Preference; Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336 et seq. 337.5(a); 26 CFR 1.6001-1(e); GC §43900 et seq.
FINANCE / CUSTOMER SERVICE								
Finance / Customer Service	FIN-009	_Customer Service Database	Indefinite	Yes	Mag			Data Fields / Records are interrelated; GC §34090
Finance / Customer Service	FIN-010	Adjustments, Adjustment Postings, Miscellaneous Charge Postings	5 years		Mag, Ppr			Meets municipal government auditing requirements; GC §34090
Finance / Customer Service	FIN-011	Bankruptcies - Utility Customers - NOT pursued	When No Longer Required		Mag, Ppr			Preliminary drafts not retained in the ordinary course of business; GC §34090
Finance / Customer Service	FIN-012	Bankruptcies - Utility Customers - Where a claim is filed	5 years		Mag, Ppr			Department Preference (negative information remains on credit ratings for 7 years); GC §34090
Finance / Customer Service	FIN-013	Bill Inserts	2 years		Mag, Ppr			GC §34090

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance / Customer Service	FIN-014	Checks deposited to Bank (City scans them for the Bank, rather than physically taking the checks to the bank to deposit them.)	Follow Bank Instructions		Mag, Ppr			These are bank instruments, and not City records; per bank agreement.
Finance / Customer Service	FIN-015	Collections / Master Collection List / Write Offs / Collection Agency Assignments (and associated disputes)	5 years		Mag, Ppr			Department preference (negative information remains on a customer's credit rating for 7 years; GC §34090
Finance / Customer Service	FIN-016	Customer Service Billing	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards);GC §34090
Finance / Customer Service	FIN-017	Payment Stubs	When No Longer Required		Mag Ppr			Preliminary drafts not maintained in the ordinary course of business; GC §34090
Finance / Customer Service	FIN-018	Returned Checks / NSF Checks	5 years		Mag, Ppr			Meets municipal government auditing requirements; GC §34090
FINANCE / GENERAL LEDGER								
Finance / General Ledger	FIN-019	_Financial Services Database (Tyler)	Indefinite	Yes	Mag			Data Fields / Records are interrelated; GC §34090
Finance / General Ledger	FIN-020	Audit Work Papers	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts / content not substantive; GC §34090
City Clerk	FIN-021	Audits - Annual Financial Reports / Annual Consolidated Financial Report (ACFR)	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Clerk maintains in Agenda Packets; GC §34090.7
Finance / General Ledger	FIN-022	Audits - Single Audits, Grant Audits, IRS Audits, Transportation Audits, PERS Audit, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
Finance / General Ledger	FIN-023	Bank Statements, Bank Reconciliations	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets auditing standards; GC §34090, 26 CFR 31.6001-1

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance / General Ledger	FIN-024	Banking Transactions, Bank Wire Transactions, Confirmations	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets auditing standards; GC §34090
City Clerk	FIN-025	Budgets - Finals and Amendments	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Clerk maintains in Agenda Packets; GC §34090.7
Finance / General Ledger	FIN-026	Budgets Work Papers	When No Longer Required		Mag, Ppr			Preliminary drafts; GC §34090
Finance / General Ledger	FIN-027	Cash Receipts, Rents, Other Income	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards; GC §34090 et seq.
Finance / General Ledger	FIN-028	Checks / Warrants (Cashed)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets municipal government auditing standards; GC § 34090
Finance / General Ledger	FIN-029	Checks / Warrants (VOIDED)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts; GC §34090
Finance / General Ledger	FIN-030	Escheat (Unclaimed money / uncashed checks)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; All tangible property held by government agencies escheats after 3 years; Statute of Limitations is 1 year for seized property; CCP §§340(d), 1519; GC §34090
Finance / General Ledger	FIN-031	Fiscal Agent Statements, Investment Account Statements, LAIF Statements / Local Agency Investment Fund Trustee Statements	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets auditing standards; GC §34090, 26 CFR 31.6001-1

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance / General Ledger	FIN-032	Investments / Investment Statements / Certificate of Deposit / Investment Bonds (Receipts / Advisor Reports / Trade Tickets	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; statewide guidelines propose permanent; FTC Reg's rely on "self-enforcement"; GC §§ 34090, 43900
Finance / General Ledger	FIN-033	Journal Entries / Journal Vouchers	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets auditing standards; GC §34090, 26 CFR 31.6001-1
Finance / General Ledger	FIN-034	OES / FEMA Claims	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
Finance / General Ledger	FIN-035	Reports, General Ledger, Subsidiary Ledgers, Reconciliations, Registers, Transaction Histories, Balance Sheets, Revenue & Expenditure Reports, etc. (FROM DATABASE - ANNUAL, MONTHLY OR PERIODIC)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (The Financial System Database is the original; reports are considered drafts or copies); GC §34090
Finance / General Ledger	FIN-036	Reports: Annual State or Federal: State Controller's Report, Local Government Compensation Report, Gas Tax, MOE (Maintenance of Effort) Report, Street Report, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Finance / General Ledger	FIN-037	Sales Tax Reports	When No Longer Required		Mag, Ppr			Non-records / preliminary drafts used to project revenue; GC §34090 et seq.
Finance / General Ledger	FIN-038	Tax - Direct Charges to Assessor's Property Tax Roll (Delinquent Wastewater Bills, etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Finance / General Ledger	FIN-039	Tax - Sales Tax Reports	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Compilation of Non-Records / Preliminary drafts used to project revenue; GC §34090
FINANCE / PAYROLL								

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance / Payroll	FIN-040	CalPERS Reports - Annual Valuation Reports, Actuarial Valuation Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Finance / Payroll	FIN-041	DE-6, DE-7, DE-9, DE-34, DE-43, W-3 & DE-166, 941 Forms, PERS / FICA & Medicare Adjustments - Quarterly Payroll Tax Returns / OASDI, Federal Tax Deposits, Adjustments, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; Articles show 7 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090
Finance / Payroll	FIN-042	Employee Payroll Files - Includes Benefit Enrollments	Separation + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets municipal government auditing standards; GC §34090
Finance / Payroll	FIN-043	Garnishments	Satisfied + 5 years, or Separation of Employee		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090; 26 CFR 31.6001.1
Finance / Payroll	FIN-044	Payroll Database (Tyler)	Indefinite	Yes	Mag			Data Fields / Records are interrelated; GC §34090
Finance / Payroll	FIN-045	Payroll Reports - Periodic Bi-weekly Payroll Report	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets municipal government auditing standards; PERS Circular letter 200-051-17; GC §34090
Finance / Payroll	FIN-046	Time Cards / Time Sheets	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); 29 CFR 516.5; 29 CFR 516.5 & 516.6(c); GC §34090
Finance / Payroll	FIN-047	W-2's	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference for Grant Auditing Purposes; Meets municipal government auditing standards; GC §34090

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance / Payroll	FIN-048	W-4s	Superseded or Separated + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	W-4s are required four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. 26 CFR 31-6001-1; GC §34090
INFORMATION TECHNOLOGY								
Finance / Information Technology	FIN-048	Backups / Computer Backups (ALL)	When No Longer Required	Yes	Mag.			Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; GC §34090 et seq.
Finance / Information Technology	FIN-049	UNALTERABLE MEDIA / IMMUTABLE MEDIA (Cloud Immutable Backup, WORM / DVD-r / CD-r / Blue Ray-R) or other unalterable media that does not permit additions, deletions, or changes	P		OD			For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); must be stored in a "safe and separate location"; GC 34090, 12168.7, EVC 1550, CCR 22620 et seq.

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
HUMAN RESOURCES								
Human Resources	HR-001	Benefit Plan Documents (CalPERS, Dental, Vision, etc.)	Duration of the Contract + 6 years	Yes: For Duration of Contract	Mag, Ppr			EEOC / ADEA (Age) requires 1 year after benefit plan termination; Federal law requires 6 years after filing date for retirement; State Law requires 2 years after action; 29 CFR 1627.3(b)(2); 29 USC 1027; 11 CCR 560; 28 CCR 1300.85.1; GC §34090
Human Resources	HR-002	Classification / Reorganization Studies (for employee classifications and department structures)	Minimum 3 years		Mag, Ppr			Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6, 29 CFR 1602.14, GC §§12946, 34090
Human Resources	HR-003	Compensation Surveys & Studies	Minimum 3 years		Mag, Ppr			Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, GC §§12946, 34090
Human Resources	HR-004	Contracts for Investigators	Completion + 5 years	Yes: Before Completion	Mag, Ppr			Department preference; Statute of Limitations for contractual obligations is 4 years; CCP §§337. 337.1(a), 337.15, 343; GC §34090
Human Resources	HR-005	COVID-19 Attestations by Employees, COVID-19 Notifications to Employees	3 years		Mag Ppr			LC §6409.6(k), GC §34090
Human Resources	HR-006	Department of Fair Employment & Housing (DFEH or EEOC) Claims / Harassment Claims	Minimum Final Disposition + 5 years		Mag, Ppr			Department preference; All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after "fully and finally disposed"; 2 CCR 11013(c); GC §§12946, 34090

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Human Resources	HR-007	Employee Investigations	Minimum Separation + 3 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 34090;
Human Resources	HR-008	Employment Verifications	When No Longer Required		Mag, Ppr			Non-records, content is not substantive; GC §34090 et seq.
Human Resources	HR-009	Grievances	Separation + 6 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 34090; LC 1198.5; 26 CFR 31-6001-1; 53235.2(b); 53237.2(b)
Human Resources	HR-010	I-9s	Separation + 6 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; 8 CFR 274a.2; 29 CFR 1627.3(b)(1); GC §§12946, 34090

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

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HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Human Resources	HR-011	Job Descriptions / Classification Specifications	Minimum Superseded + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	Department preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 34090
Human Resources	HR-012	Lawsuits / Litigation - Employee Related	Final Resolution + 5 years	Yes: Until Settlement	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Meets municipal government auditing standards; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090,
Human Resources	HR-013	OSHA Citations and Inspections	5 years		Mag, Ppr			OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), OMB 1220-0029; GC §34090; LC §6429c
Human Resources	HR-014	OSHA Logs - 200, 300, 301, 301A	5 years		Mag, Ppr			OSHA requires 5 years; State law requires 2 years; 8 CCR 14300.33(a), 8 CCR §3203(b)(1), GC §34090.7; LC §6429c
Human Resources	HR-015	Personnel Files - Employee File (Main File) Includes Application, Benefit Enrollments, Discipline, Evaluations, Policy Acknowledgements, Oath of Office / Oath for Disaster Worker, Personnel Action Forms, Training Certificates (Ethics Certificates for Employees, Harassment Certificates for Employees, etc.)	Separation + 6 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 34090; LC 1198.5; 26 CFR 31-6001-1; 53235.2(b); 53237.2(b)

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

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HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Human Resources	HR-016	Personnel Files - Medical File Pre-employment Medical Clearances, ADA Accommodations, Fit for Duty, etc.	Separation + 30 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 34090
Human Resources	HR-017	Recruitment and Testing File (Includes Advertisements, Applications for Unsuccessful Candidates, Interview Notes, Job Brochures, Test Data, Testing Analysis & statistical Metric, Job Analysis, Rating Sheets, Scantrons, etc.)	Hiring Decision + 4 years		Mag, Ppr			State Law requires 4 years; EEOC / FLSA / ADEA (Age) requires 1-3 years; 29 CFR 1627.3(b)(1), 29 CFR 1602.14 et seq.2 CCR 11013(c); GC §§12946, 34090
Human Resources	HR-018	Workers Compensation Claims / Long Term Disability Claims (Includes all Accident, Incident, or Injury Reports from Employees)	Separation + 30 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 34090

RECORDS RETENTION SCHEDULE: PLANNING

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
PLANNING								
Planning	PL-001	<p>Planning Projects - Discretionary & Ministerial - Approved Permanent Entitlements & Permits</p> <p>(Includes Associated CEQA Noticing, Conditions of Approval, Environmental Determinations, Staff Reports, Plans)</p> <p>Examples: Conditional Use Permits (CUPs) Development Plan Review General Plan / General Plan Amendments Lot Line Adjustment Master Plan Rezones Specific Plan Tentative Subdivision Maps / Parcels Maps Use Permits Variance Zoning Ordinance / Updates</p>	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC§§34090, 34090.7
Planning	PL-002	Planning Projects - Cancelled or Withdrawn	Minimum Cancelled or Withdrawn		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary drafts not retained in the ordinary course of business; GC §34090 et seq.
Planning	PL-003	Annexations / Boundaries / Consolidations / LAFCO	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Land Records; GC §34090
Planning	PL-004	Census, Demographics	When No Longer Required		Mag, Ppr			(Non-Records - Census Bureau is OFR)

RECORDS RETENTION SCHEDULE: PLANNING

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Planning	PL-005	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA Correspondence and staff notes that provide insight into the project or the agency's CEQA compliance with respect to the project	Project Approval or Denial + 2 years		Mag, Ppr			Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (County of San Diego, et al., Real Parties in Interest) (53 Cal.App.5th 733); PRC 21167,6; GC §34090
Planning	PL-006	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA Inside City boundaries - Where Planning is the Lead	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090
Planning	PL-007	General Plan, Elements and Amendments	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Lead Dept.	PL-008	Hazardous Materials Response Plans	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statewide guidelines propose superseded + 2 or 5 years; GC §34090
Planning	PL-009	Long Range Planning / Planning Studies	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090
Planning	PL-010	Master Plans, Specific Plans, Land Use Plans and Amendments	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

RECORDS RETENTION SCHEDULE: PLANNING

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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Planning	PL-011	Materials Boards	When No Longer Required		Mag, Ppr			Preliminary drafts not retained in the ordinary course of business; GC §34090
Planning	PL-012	Planning Commission AGENDAS & AGENDA PACKETS	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Planning	PL-013	Planning Commission MINUTES, BYLAWS, RESOLUTIONS	P		Mag, Mfr, OD, Ppr	S	No	GC §34090(e)
Planning	PL-014	Planning Commission AUDIO or VIDEO RECORDINGS	Minimum 4 years		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.6
Planning	PL-015	Temporary Use Permits (TUP) / Temporary Signs / Banner Permits, Film Permits, etc. (Approved & Unapproved) Christmas Tree Lots, Pumpkin Lots, etc.	Expiration + 2 years	Yes: During Event	Mag, Ppr			Department preference; GC§§34090
Planning	PL-016	Zoning Maps (Historically Significant)	P	Yes (all)	Mag, Mfr, OD, Ppr	S	No	Department Preference; GC §34090
Planning	PL-017	Zoning Ordinance Amendments / Zone Changes	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies); GC §34090.7

RECORDS RETENTION SCHEDULE: PUBLIC WORKS (Engineering, Maintenance, Wastewater)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
PUBLIC WORKS / ENGINEERING								
Public Works / Engineering	PW-001	Capital Improvement Projects (CIP) - Where Engineering is the Lead: Administration File Project Administration, Certified Payrolls, Construction Manager's Logs, Hazardous Materials Plans, Meeting Minutes, Project Schedules, Progress meetings, Real Estate Appraisals, RFIs & Responses, Construction Inspection Logs, Daily Inspections, Daily Logs, Punch Lists, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §34090
Public Works / Engineering	PW-002	Capital Improvement Projects (CIP) Where Engineering is the Lead: Permanent File Specifications & Addenda, Contract Copies, Change Orders, CEQA / Environmental Documents - EIRs, Negative Declarations, Exemptions, Materials Testing Reports, Photos, Soil Reports, Studies, Submittals, Successful Proposal, Surveys, etc.	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
Public Works / Engineering	PW-003	Drawings, Maps, Plans and Record Drawings, Large-Format Drawings, Survey Record Maps, Capital Improvement Project "As-Built" - Where Engineering is the Lead	P	Yes (all)	Mag, Mfr, OD, Ppr	S/I	No (disaster response)	Drafts should be destroyed; GC §34090
Public Works / Engineering	PW-004	Encroachment Permits / Excavation Permits: Permanent (City-owned structures in the City's Right of Way, Retaining Walls, etc.) Includes Insurance Certificates	P	Yes: Until Completion	Mag, Ppr			Department Preference; GC §34090

**RECORDS RETENTION SCHEDULE: PUBLIC WORKS
(Engineering, Maintenance, Wastewater)**

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Public Works / Engineering	PW-005	Encroachment Permits / Excavation Permits: Temporary (Street Permits, Temporary Construction, Sidewalk Repairs, Traffic Control, Transportation Permits, Utility Cuts (Installation & Patching), etc.) Includes Insurance Certificates	Minimum 2 years	Yes: Until Completion	Mag, Ppr			GC § 34090
Public Works / Engineering	PW-006	Engineering Studies / Surveys (Public Right-of-Way) - Geotechnical and Soil Reports / Hydrology Reports / Preliminary Studies / Project Assessments	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-007	Grading & Construction Permits	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-008	Land Development / Private Development: Administration / Inspection File Construction Bonds, Indemnity Bonds, Inspections, Photos, Private Lab Verifications, Testing Lab Final Reports	Completion + 10 years	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §34090
Public Works / Engineering	PW-009	Land Development / Private Development: Permanent File Drainage, Driveway, Encroachments, Grading Permits & Plans, Rights of Way, Soils Reports, Stormwater, etc. Dedications, Easements, Abandonments (City Clerk is OFR)	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090

**RECORDS RETENTION SCHEDULE: PUBLIC WORKS
(Engineering, Maintenance, Wastewater)**

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Public Works / Engineering	PW-010	Permit Database (Accela)	Indefinite	Yes (all)	Mag			Department Preference - Data is interrelated; GC §34090, H&S §19850
City Clerk	PW-011	Recorded Documents: Deeds, Easements, Right of Ways, Abandonments / Vacation, Liens / Lien Releases	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (City Clerk retains final original); GC §34090 et seq.
Public Works / Engineering	PW-012	Traffic Calming Requests / Stop Sign Surveys (Speed Humps, etc.)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police	PW-013	Traffic Collision Reports / SWTRS	Copies - When No Longer Required		Mag Ppr			copies; GC §34090.7
Public Works / Engineering	PW-014	Traffic Counts	10 years		Mag Ppr			Department preference; GC §34090
Public Works / Engineering	PW-015	Traffic Speed Surveys / Stop Sign Warrants	10 years		Mag Ppr			Department preference (required every 5 years, but can be extended to 7 or 10 years); GC §34090
PUBLIC WORKS / MAINTENANCE								
Public Works / Maintenance	PW-016	Aboveground Storage Tanks (Agency Owned Propane Tanks, etc.) Spill Prevention Control and Countermeasures (SPCC), Inspections, Integrity Testing, Maintenance, Repairs	20 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; applies to both Tier I and Tier II Tanks; (Tier II tanks are required to have an integrity test every 20 years); GC §34090
Public Works / Maintenance	PW-017	Arborist Reports / Tree Health Reports (City-owned Trees)	10 years		Mag, Ppr			Department preference; GC §34090
Public Works / Maintenance	PW-018	CCTV Videos of Storm Drain Lines	10 years		Mag, Ppr			Department preference; GC §34090

**RECORDS RETENTION SCHEDULE: PUBLIC WORKS
(Engineering, Maintenance, Wastewater)**

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Public Works / Maintenance	PW-019	Operations & Maintenance Manuals (O&M Manuals)	Life of Facility or Equipment		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §34090 et. seq.
Public Works / Maintenance	PW-020	Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)	Expiration of Certificate or Permit		Mag, Mfr, OD, Ppr	S	Yes: After 1 year	Department preference; GC §34090 et. seq.
Lead Dept.	PW-021	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used)	30 years		Mag, Mfr, OD, Ppr	S	Yes - After QC & OD	Previous MSDS may be obtained from a service; MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090
Lead Dept.	PW-022	Underground Service Alerts (USA's) / Dig Alerts	3 years		Mag, Ppr			Department Preference (the Regional Notification Center has the obligation to retain the notice for 3 years); GC §§4216.2(d) & 4216.3(d), GC §34090
WASTEWATER COLLECTIONS								
Public Works / Wastewater Collections	PW-023	CCTV Videos of Sewer Lines	10 years		Mag, Ppr			Department preference; GC §34090
Public Works / Wastewater Collections	PW-024	Confined Space Entries / Hot Work Permits	2 years		Mag, Ppr			8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6) GC §34090
Public Works / Wastewater Collections	PW-025	Sanitary Spills and Overflows (SSOs)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required for a minimum of 5 years; 40 CFR 122.41(j)(2); SWRCB Order 2006-03; 40 CFR 122.41(j)(2); GC §34090

RECORDS RETENTION SCHEDULE: PUBLIC WORKS (Engineering, Maintenance, Wastewater)

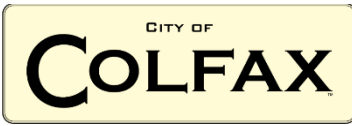
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Public Works / Wastewater Collections	PW-026	Sewer Odor Complaints / Gas Detection Results / Investigations	5 years		Mag, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §34090
Public Works / Wastewater Collections	PW-027	Sewer System Management Plans (SSMP) and Audits / Sanitary Spills Overflow Prevention Plan (SSOPP) and Sanitary Sewer Overflow Response Plan	Superseded + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; SSOs are required for a minimum of 5 years; 40 CFR 122.41(j)(2); SWRCB Order 2006-03; GC §34090
Lead Dept.	PW-028	Underground Service Alerts (USA's) / Dig Alerts	3 years		Mag, Ppr			Required for 3 years; GC §§4216.2(f) & 4216.3(d); GC §34090
WATER QUALITY - WASTEWATER								
Public Works / Wastewater	PW-029	Lab Reports & Chains of Custody: Wastewater	5 years		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Department preference; GC §34090
Public Works / Water Quality	PW-030	Laboratory Equipment Calibration Records - Wastewater	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Consistent with Chemical Reports; 40 CFR 141.33(a)
WASTEWATER TREATMENT PLANT (WWTP)								
Public Works / WWTP	PW-031	AQMD Permits (Air Quality Management Districts) - for Generators, etc	Issue Date + 5 years		Mag, Ppr			40 CFR 70.6; GC §34090
Public Works / WWTP	PW-032	Backflow Test Results / Backflow Assembly Test Reports	5 years		Mag, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §34090
Public Works / WWTP	PW-033	Biosolids / Sewage Sludge Handling Logs and Weigh Tickets (Blockages)	5 years		Mag, OD, Ppr	S	Yes: After QC & OD	Code of Federal Regulations requires 5 years; 40 CFR 503.17; 40 CFR 122.41(j)(2); GC §34090
Public Works / WWTP	PW-034	Confined Space Entries / Hot Work Permits	2 years		Mag, Ppr			8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6) GC §34090
Public Works / WWTP	PW-035	Correspondence - Regulatory Agencies (Wastewater)	Minimum 5 years	Yes: While Active Issues	Mag, Ppr			Department Preference; Some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §34090

**RECORDS RETENTION SCHEDULE: PUBLIC WORKS
(Engineering, Maintenance, Wastewater)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Public Works / WWTP	PW-036	Generator Operation Logs & Inspections	5 years		Mag, Ppr			AQMD Rule 1470; Form 400-E-13a instructions; GC §34090
Public Works / WWTP	PW-037	Operations & Maintenance Manuals / O & M Manuals	Life of Facility or Equipment		Mag, Ppr			Department preference (some equipment is from the 1950's, and the O&M Manual isn't helpful); GC §34090
Public Works / WWTP	PW-038	Permits - Wastewater Regulatory / Operating Permits: Examples (CalARP, Cal OSHA, CERS, CUPA, NPDES, SWRCB, etc.)	Minimum 5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §34090 CCP §337 et seq.
Public Works / WWTP	PW-039	Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)	Expiration of Certificate or Permit		Mag, Mfr, OD, Ppr	S	Yes: After 1 year	Department preference; GC §34090 et. seq.
Public Works / WWTP	PW-040	Reports - Wastewater Reports to Regulatory Agencies: Examples (CalARP, Cal OSHA, CERS, CUPA, NPDES, SWRCB, etc.)	Minimum 5 years		Mag, Ppr			Department Preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §34090 CCP §337 et seq.
Lead Dept.	PW-041	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used)	30 years		Mag, Mfr, OD, Ppr	S	Yes - After QC & OD	Previous MSDS may be obtained from a service; MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090
Public Works / WWTP	PW-042	Sanitary Survey of Sewer System	5 years		Mag, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §34090
Public Works / WWTP	PW-043	SCADA Database (Wastewater)	Indefinite		Mag			Data is interrelated; GC §34090

**RECORDS RETENTION SCHEDULE: PUBLIC WORKS
(Engineering, Maintenance, Wastewater)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Public Works / WWTP	PW-044	Wastewater Treatment Plant Operators Certificates (posting required)	When Superseded		Mag, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §34090
Public Works / WWTP	PW-045	Wastewater Treatment Plant Safety Training Certificates (posting required)	Minimum 5 years		Mag, OD, Ppr	S	Yes: After QC & OD	Department preference; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(1), LC §6429(c); GC §§12946, 21960, 34090



Staff Report to City Council

FOR THE FEBRUARY 8, 2023 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Railroad Street Roadway Easement – Union Pacific

Budget Impact Overview:

N/A:	Funded: ✓	Un-funded:	Amount: \$154,688	Fund(s): 210 Roads Mitigation Fund & 100 General Fund
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RECOMMENDED ACTION: Discuss and consider authorizing the City Manager to purchase Railroad Street roadway easement from Union Pacific in an amount not to exceed \$154,688.

Summary/Background

Council identified Railroad Street improvements as a key project to improve transportation and alternative transportation access for the community in 2019. Staff has worked closely with Union Pacific for the past three years to first determine if Union Pacific can grant a roadway easement on Railroad Street (attached) and second what value would Union Pacific want for the easement. Union Pacific determined in late 2022 that an easement could be granted. Subsequently, Union Pacific's first offer was \$6 per square foot (68,750 sq ft) for the easement valued at \$412,500.

Staff was able to negotiate the price per square foot down to \$2.25. Union Pacific has agreed to the new valuation for a total cost of \$154,688. Staff is recommending Council authorizes the City Manager to purchase Railroad Street roadway easement from Union Pacific in an amount not to exceed \$154,688. Staff believes that if the easement acquisition is deferred, there is a high likelihood that the City will not be able to get moving again on the project without a significant amount of effort.

Securing the Railroad Street easement is the first step in the process. Subsequently, the City will need to engage the Union Pacific Crossing team to determine the rail spur crossing treatment needs and the value of the crossing agreement. The final step is to pursue funding to design and construct the Railroad Street and the rail spur crossing improvements.

Fiscal Impacts

The City of Colfax identified roadway improvements necessary to offset development impacts in the 2006 Mitigation Fee Study. The City currently has \$142,711 in the Road Impact Fees Fund 210 for projects identified in the 2006 Mitigation Fee Study. The need to acquire and improve Railroad Street as an arterial street is one of the projects identified in the 2006 Mitigation Fee Study. Fund 210 Road Mitigation Fees will contribute \$142,711 of the easement costs. Fund 100 General Fund will fulfill the balance of \$11,977 for a total value of \$154,688.

Attachments:

1. Resolution __-2023
2. Railroad Street Easement Exhibit

City of Colfax

City Council

Resolution No. __-2023

**AUTHORIZING THE CITY MANAGER TO PURCHASE RAILROAD STREET ROADWAY EASEMENT
FROM UNION PACIFIC IN AN AMOUNT NOT TO EXCEED \$154,688**

WHEREAS, Council identified Railroad Street improvements as a key project to improve transportation and alternative transportation access for the community in 2019; and,

WHEREAS, Railroad Street is identified in the 2006 Mitigation Fee Study as a necessary improvement to mitigate new development; and,

WHEREAS, Union Pacific and City staff were able to negotiate a per-square-foot value for the roadway easement.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to purchase Railroad Street roadway easement from Union Pacific in an amount not to exceed \$154,688.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Council Meeting of the City Council of the City of Colfax held on the 8th of February 2023 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Trinity Burruss, Mayor

Marguerite Bailey, City Clerk

11/15/2022
1"=250'



GRASS VALLEY ST

S. MAIN ST

S. AUBURN ST

CITY OWNED PARCEL
APN 006-071-008-000
OTHER PARCELS OWNED BY
UNION PACIFIC RAILROAD COMPANY

EX RAILROAD ST CENTERLINE
1,340 LF ±

EASEMENT TO EXTEND THROUGH
APN 006-093-022

E. OAK ST

UPRR

40'

CONNECT TO EX PAVED
STREET

CENTRAL ST

PROPOSED 40' ACCESS EASEMENT
PROPOSED 20' WIDE PAVED STREET
1,720 LF ± (68,750 SF)

EX DIRT ROAD

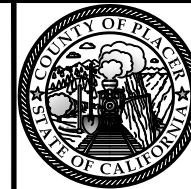
EX RR SPUR CROSSING
APPROX LENGTH=60 LF ± (2,450 SF)

EX RR SPUR DEAD END

CONNECT TO EX DIRT
ROAD

RAILROAD ST

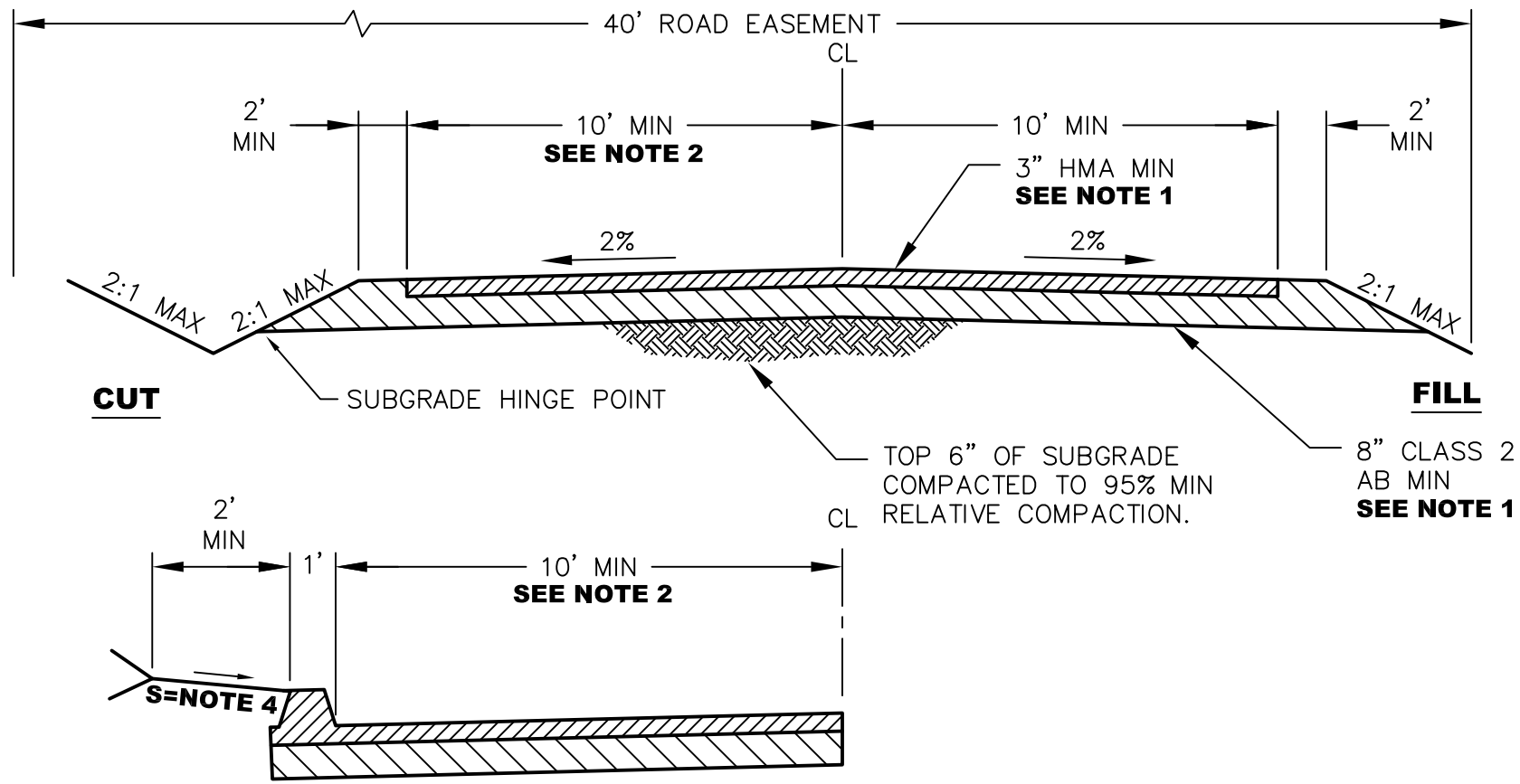
WHITCOMB AVE



COUNTY OF PLACER DEPARTMENT OF PUBLIC WORKS & FACILITIES

MINOR LAND DIVISION

ROAD STANDARD



TOP 6" OF SUBGRADE COMPACTED TO 95% MIN RELATIVE COMPACTION.

8" CLASS 2 AB MIN
SEE NOTE 1

ALTERNATE CUT SECTION

NOTES:

1. SURFACING SHALL BE IN ACCORDANCE WITH SECTION 4.07(1)(a) OF THE LDM.
2. ADDITIONAL PAVED WIDTH MAY BE REQUIRED BY LOCAL FIRE DISTRICT RULES.
3. THE DITCH MAY BE REQUIRED TO BE LARGER DEPENDING ON THE DRAINAGE TO BE CONVEYED. CONVEYANCE CALCULATIONS MAY BE NECESSARY.
4. S=10% MINIMUM SLOPE FOR DIKE BACKFILL. FOR ROADS WITH LONGITUDINAL CENTERLINE SLOPES GREATER THAN 8%, USE 18% MINIMUM AND 22% MAXIMUM DIKE BACKFILL SLOPE.
5. HMA MIX SHALL BE PER APPROVED PLANS, ENCROACHMENT PERMIT, OR AS APPROVED BY ENGINEER.
6. A 12.5' MULTI-PURPOSE EASEMENT IS REQUIRED ADJACENT TO EACH SIDE OF ANY HIGHWAY EASEMENT.
7. ADDITIONAL EASEMENTS MAY BE REQUIRED AS NECESSARY TO PROVIDE FOR DRAINAGE, CUT/FILL SLOPES, UTILITIES, ETC.

DATE: APR. 2018
SCALE: NOT TO SCALE





Staff Report to City Council

FOR THE FEBRUARY 8, 2023, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. “Mick” Cabral, City Attorney
Subject: Update on the process for attending meetings via teleconference under the Brown Act.

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Review public forum options and provide staff direction

Summary/Background

Governor Newsom’s proclaimed state of emergency expires February 28, 2023. There are rumors to the effect that the state of emergency will be extended into spring, but they are only rumors. Expiration of the proclaimed state of emergency will likely affect how the City Council can meet remotely via teleconferencing. The City Attorney recommends that effective March 1, 2023, the Council should resume meeting under the “older” teleconference procedures outlined below unless the proclaimed state of emergency is extended, or other legislative changes are made to the Brown Act.

The City Council is currently meeting under the relaxed teleconference requirements of AB 361. Under that law, which is codified in Government Code Section 54953(e), the Council can meet under the relaxed teleconferencing rules in the following circumstances:

1. Meetings held during a proclaimed state of emergency and the state or local officials (presumably county or city) have imposed or recommended measures to promote social distancing. (GC 54953(e)(1)(A)).
2. Meetings held during a proclaimed state of emergency 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 or safety of attendees. (GC 54953(e)(1)(B)).
3. Meetings held during a proclaimed state of emergency during which the Council has determined, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees. (GC 54953(e)(1)(C)).

In every instance, a “proclaimed state of emergency” is the predicate for meeting under the relaxed teleconference rules of AB361. When the “proclaimed state of emergency” expires, if Council wants to meet via teleconference, it will probably have to do so under one of two scenarios.

The first scenario is under AB2449, effective this year, which allows the Council to meet remotely without identifying each teleconference location and without making each location accessible to the public only when there is “just cause” for doing so, or if an emergency circumstance exists. “Just Cause” is defined to include: (1) Child care or caregiving of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a member to participate remotely, (2) A contagious illness that prevents a member from attending in person, (3) A need related to a physical or mental disability, and (4) Travel while on Council business or the business of another state or local agency. If at least one of these four criteria is not present, meeting remotely is not permitted.

In order to participate remotely for “just cause”, if at least one of the “just cause” elements are met, a Council member must notify the Council at the earliest possible opportunity of their need to participate remotely and provide a general description of the circumstances related to one of the four permissible bases for meeting remotely. A Council member may only use the just cause authorization for meeting remotely a maximum of two meetings per calendar year.

An “emergency circumstance” is a physical or family medical emergency that prevents a member of the Council from attending in person.

There are also specific rules and procedures that must be followed when meeting under AB2449: (1) Council members participating remotely must do so through audio and visual technology; (2) The Council must provide a way for the public to remotely hear, visually observe, and remotely address them; (3) The Council must provide notice of how the public can access the meeting and offer comments; (4) The agenda must identify and include an opportunity for the public to attend and directly address the Council through a call-in option, an internet-based service option, and in person at the meeting; (5) The Council cannot require comments to be submitted before the start of the meeting. The public must be allowed to make “real time” public comment; (6) If there is a disruption to the meeting broadcast or in the ability to take call-in or internet-based public comments, no further action can be taken on agenda items until the issue is resolved; (7) The Council must implement a procedure for receiving and resolving requests for reasonable accommodations for individuals with disabilities and must give notice of these procedures; (8) A Council member may not participate in meetings remotely for more than three consecutive months or 20% of the agency’s regular meetings within a calendar year. (9) If the Council regularly meets less than 10 times a year, a member may not participate remotely for more than two meetings; and (10) members participating remotely must publicly disclose at the meeting whether anyone else 18 years or older is present with the member and the general nature of the member’s relationship with the individual.

In all likelihood, there will be very few circumstances that will allow meeting remotely under AB2449. This means that the most prevalent method for meeting via teleconferencing will be the way it was done before AB361. Under the “older” teleconferencing procedure, meetings can be held via teleconferencing under the following rules:

1. Agendas must be posted at all teleconference locations.
2. Teleconference meetings must protect the statutory and constitutional rights of all parties and members of the public appearing before the Council.
3. Each teleconference location must be identified in the notice and agenda for the meeting.
4. Each teleconference location must be accessible to the public.
5. At least a quorum of the Council must participate from within City limits.
6. The agenda must provide an opportunity for members of the public to address the Council directly at each teleconference location.

There is a slight amount of wiggle room in the language of AB 361. Government Code Section 54953(e) that may arguably allow Council to meet remotely under the relaxed rules of AB 361 if “state or local officials have imposed or recommended measures to promote social distancing.” California’s mandatory social distancing ended June 15, 2021. Placer County adheres to the State’s guidelines, so no measures to promote social

distancing are being “imposed” by state or local officials, but it is not clear whether social distancing “measures” are still being “recommended”. If social distancing measures are still being recommended by state or local officials, then the Council can continue to meet under AB 361 until January 1, 2024 if, at least once every 30 days, the Council by majority vote adopts a resolution with findings to the effect that the Council has reconsidered the circumstances of the state of emergency and state or local officials continue to recommend measures to promote social distancing. The Council would need a factual basis for making those findings.

Overall, the safest and most consistent process for meeting via teleconference will be to operate under the “older” teleconference rules outlined above. Failure to properly conduct a meeting under the applicable rules could result in Council action being declared void. Staff will proceed accordingly absent Council direction to the contrary.

Staff continue to seek guidance on these issues and will update Council as more information is obtained. For the time being, it should be assumed that meeting under the relaxed teleconference rules of AB361 will expire at the end of February 2023.

Staff will be available to answer any questions.

Fiscal Impacts

None of significance.

Attachments: