

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Trinity Burruss · Mayor Pro Tem Kim Douglass
Councilmember · Sean Lomen

REGULAR MEETING AGENDA

June 28, 2023

Closed Session 6:00 PM

Regular Session to Follow

You may access the meeting and address the Council by any of the following means:

ZOOM at

<https://us02web.zoom.us/j/89011353552>

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

890 1135 3552

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

1A. Call Closed Session to Order

1B. Roll Call

1C. Public Comment (On Closed Session Item)

1D. Public Employment Pursuant to Government Code Section 54957. Position to be Filled: City Manager.

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.



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.

June 28, 2023

3 **CONSENT CALENDAR**

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

Recommended Action: Approve Consent Calendar

3A. Quarterly Sales Tax Analysis – Quarter Ended (Pages 4-6)

Recommendation: Accept and File.

3B. Minutes (Pages 7-9)

Recommendation: By Motion, approve the Colfax City Council minutes of 6/8/2023.

3C. Rainbow Music Lease Extension (Pages 10-21)

Recommendation: Authorizing the Interim City Manager to sign a lease extension until July 30, 2023 with Rainbow Music for 99 Railroad Street Suite 4 to allow for completion of window replacements.

*** End of Consent Calendar ***

4 **AGENCY REPORTS**

4A. Placer County Sheriff's Office

4B. California Highway Patrol

4C. Placer County Fire Department/CALFIRE

4D. Non-Profits

5 **PRESENTATION** (None)

6 **PUBLIC HEARING** (None)

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 – (As Applicable)



9 COUNCIL BUSINESS

9A. **3rd of July Event Coordinator Funding Request 2023** (Page 22)

Recommendation: Discuss and consider Colfax Green Machine request of \$13,500 to fund the 3rd of July fireworks and general event costs.

9B. **Introduce and interview candidates for appointment to fill the City Council vacancies created by the resignations of Councilmembers Mendoza and Ackerman; discuss and possibly take action to fill either or both offices by appointment or call a special election to fill either or both vacancies.** (Pages 23-24)

Recommendation: Introduce and interview candidates for appointment to fill the City Council vacancies created by the resignations of Councilmembers Mendoza and Ackerman; discuss and possibly take action to fill either or both offices by appointment or call a special election to fill either or both vacancies.

9C. **Filling Vacant Committee Assignments** (Pages 25-28)

Recommendation: Discuss and approve filling vacant committee assignments.

10 GOOD OF THE ORDER

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

11 ADJOURNMENT

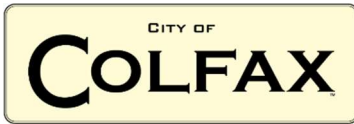
I, Marguerite Bailey, City Clerk for the City of Colfax, declare that this agenda was posted in accordance with the Brown Act at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>



Marguerite Bailey, City Clerk

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





Staff Report to City Council

FOR THE JUNE 28, 2023 REGULAR CITY COUNCIL MEETING

From: Laurie Van Groningen, Finance Director
Prepared by: Laurie Van Groningen, Finance Director
Subject: Quarterly Sales Tax Analysis – Quarter Ended March 31, 2023

Budget Impact Overview:

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

RECOMMENDED ACTION: Accept and File.

Summary/Background

City staff provides a quarterly report on Sales and Use Tax revenues as quarterly information is available. We have received the final Accounting for Sales and Use Tax revenues for the quarter ended March 31, 2023, which is the third quarter of fiscal year 2022-2023.

As reported in the chart below, sales tax revenues for the quarter ended March 31, 2023 decreased 34% as compared to the same quarter last year, and was 30% lower as compared to the previous quarter (12/31/2022). This decrease was due to approximately \$100k in adjustments made for corrections to previous allocations to the City. We had anticipated (and reported on last sales tax analysis) these adjustments due to incorrect reporting by two businesses earlier this year.

	QE 09/30	QE 12/31	QE 03/31	QE 06/30	Total Fiscal Year Actuals	Fiscal Year Budget	Actuals as % of Fiscal Year Budget	Actuals to Budget Difference		Original Budget
Fiscal Year 2022-2023	\$ 410,913	\$ 353,933	\$ 248,626	\$ -	\$ 1,013,473	\$ 1,297,800	78%	\$ (284,327)		\$ 1,297,800
Fiscal Year 2021-2022	\$ 300,458	\$ 298,414	\$ 378,914	\$ 414,444	\$ 1,392,230	\$ 1,260,000	110%	\$ 132,230		\$ 1,260,000
Fiscal Year 2020-2021	\$ 391,444	\$ 340,379	\$ 326,981	\$ 365,994	\$ 1,424,798	\$ 1,250,000	114%	\$ 174,798		\$ 1,125,000
Fiscal Year 2019-2020	\$ 457,737	\$ 320,975	\$ 370,903	\$ 374,688	\$ 1,524,302	\$ 1,450,000	105%	\$ 74,302		\$ 1,430,388
% Change - Previous Calendar Qtr	-1%	-14%	-30%							
% Change - Same Qtr - Prev Year	37%	19%	-34%							

Fiscal and Budget Impacts

The budget for the current fiscal year was forecasted at a conservative 3% growth over the 2021-2022 fiscal year budget and equates to 93% of the actual revenues received in the last fiscal year.

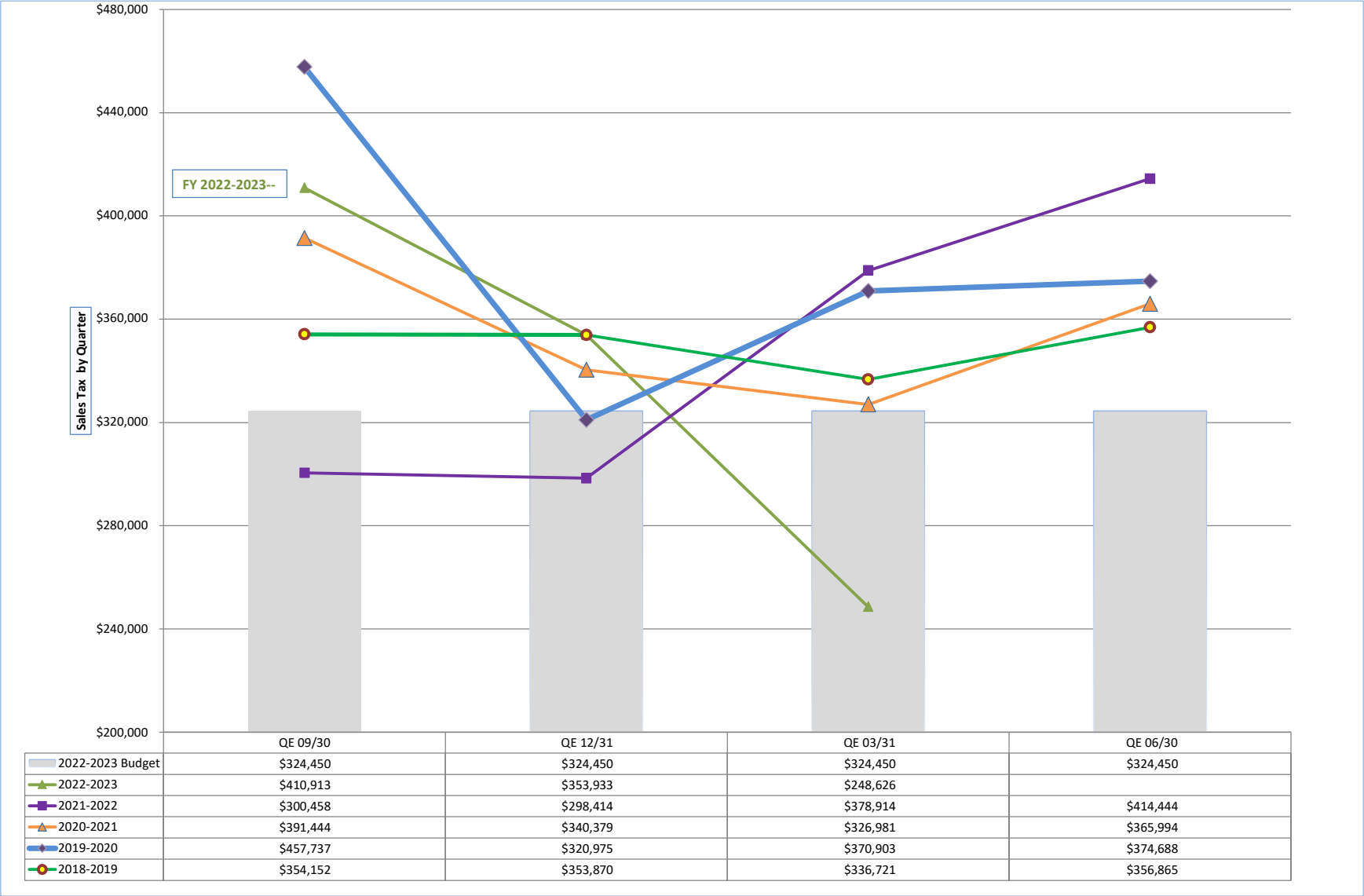
Sales tax revenues are very difficult to predict. It is our best estimate that the fiscal year budget projection is still valid. Even with the adjustments received during this quarter, we are still at 78% of the annual budget – and with the last quarter historically being a higher generator of sales tax – we anticipate that we will still be within the approved budget for the fiscal year.

Staff will continue to monitor and provide updates as additional information is available.

Attachments:

1. Graph – City of Colfax – Sales and Use Tax Revenues
2. Chart – City of Colfax – Sales and Use Tax Revenues History

City of Colfax
Sales and Use Tax Revenues
(Actuals Through Quarter Ended 03/31/2023)



City of Colfax

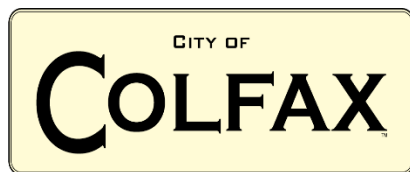
Sales and Use Tax Revenues

Item 3A

City of Colfax Sales and Use Tax Revenue History

	Actuals	Change	% Change
1999-2000	\$ 478,169		
2000-2001	\$ 484,801	\$ 6,632	1%
2001-2002	\$ 592,392	\$ 107,591	22%
2002-2003	\$ 581,749	\$ (10,643)	-2%
2003-2004	\$ 601,276	\$ 19,527	3%
2004-2005	\$ 707,515	\$ 106,239	18%
2005-2006	\$ 749,583	\$ 42,068	6%
2006-2007	\$ 752,431	\$ 2,848	0%
2007-2008	\$ 648,989	\$ (103,442)	-14%
2008-2009	\$ 540,051	\$ (108,938)	-17%
2009-2010	\$ 538,549	\$ (1,502)	0%
2010-2011	\$ 551,953	\$ 13,404	2%
2011-2012	\$ 571,943	\$ 19,990	4%
2012-2013	\$ 706,828	\$ 134,885	24%
2013-2014	\$ 928,729	\$ 221,901	31%
2014-2015	\$ 956,342	\$ 27,613	3%
2015-2016	* \$ 1,104,357	\$ 148,015	15%
2016-2017	\$ 1,103,560	\$ (797)	0%
2017-2018	\$ 1,370,741	\$ 267,181	24%
2018-2019	\$ 1,401,608	\$ 30,867	2%
2019-2020	\$ 1,524,302	\$ 122,694	9%
2020-2021	\$ 1,424,789	\$ (99,513)	-7%
2021-2022	\$ 1,392,230	\$ (32,559)	-2%

**Included true up and final adjustments related to the end of the decade old triple flip sales tax program which ended December 31, 2015*



City Council Minutes

Special Meeting of Colfax City Council

Wednesday, June 8, 2023

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

1 CLOSED SESSION

1A. **Call Closed Session to Order** - Mayor Burruss called the meeting to order at 6:05 pm

1B. **Roll Call**

Present: Councilmember Lomen, Mayor Pro Tem Douglass, and Mayor Burruss

Absent: Councilmember Ackerman

1C. **Public Comment** – No public comment on Closed Session

1D. **Public Employment Pursuant to Government Code Section 54957. Position to be Filled: City Manager.**

Closed session ended at 6:16 pm

2 OPEN SESSION

2A. **Call Open Session to Order** - Mayor Burruss called the open session to order at 6:20 pm

2B. **Report from Closed Session** – There was no reportable action taken during the Closed Session.

2C. **Pledge of Allegiance**

2D. **Roll Call**

Present: Councilmember Lomen, Mayor Pro Tem Douglass, and Mayor Burruss

Absent: Councilmember Ackerman

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

By **MOTION**, accept the agenda as presented.

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

3 CONSENT CALENDAR

3A. **Cash Summary – April 2023**

Recommendation: Accept and File.

3B. **Minutes**

Recommendation: By Motion, approve the Colfax City Council minutes of 5/10/2023.

3C. **Minutes**

Recommendation: By Motion, approve the Colfax City Council minutes of 5/17/2023.

3D. **Lift Station #2 Pump Motor Rebuild – Flo-Line Technology Inc.**

Recommendation: Approve Resolution 14-2023 authorizing the City Manager to enter into agreement with Flo-Line Technology Inc. to rebuild Lift Station #2 pump in the amount not to exceed \$11,376.

3E. **Fiscal Year 2023-2024 Rate Adjustments**

Recommendation: Information Only.

3F. **Placer County Sheriff Contract – 3-Year Agreement**

Recommendation: Adopt Resolution 15-2023 authorizing the City Manager to enter into a three-

year agreement with the Placer County Sheriff-Coroner-Marshall's Office beginning Fiscal Year 2023/2024.

3G. Construction Support Contract Amendment – Wood Rodgers

Recommendation: Adopt Resolution 16-2023 authorizing the City Manager to amend the existing contract value with Wood Rodgers for Construction Management and Support for the SWRCB Construction Grant projects in the amount of \$35,600.

3H. City-Engineering Consultant Services – GHD Budget Amendment

Recommendation: Adopt Resolution 17-2023 authorizing the City Manager to amend the GHD budget in the amount of \$60,000 to fund additional time requested for the remaining term of the 2-year extension.

3I. Community Development Block Grant – Road Rehabilitation Projects Engineering Design with GHD Inc.

Recommendation: Adopt Resolution 18-2023 approving a budget amendment for GHD to provide Engineering design Services for the Community Development Block Grant (CDBG) Road Rehabilitation in an amount not to exceed \$65,550.

3J. CDBG Grant Agreement – Road Improvement Project

Recommendation: Approve Resolution 19-2023 authorizing the City Manager to approve an application for funding and the execution of a grant agreement and any amendment thereto from the 2021-2022 funding year of the State CDBG Program.

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

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

AGENCY REPORTS - No Reports Provided

PRESENTATION - No Presentation

PUBLIC HEARING - No Public Hearing

PUBLIC COMMENT

Tim Ryan praised City Manager, Wes Heathcock for engaging residents and for his transparency over the years. Tim Dion spoke about illegal cannabis retailers taking business from Golden State Patient Care. Jim Dion spoke about decreasing sales and increased taxes in the City.

COUNCIL AND STAFF

8A. Committee Reports and Colfax Informational Items – All Councilmembers – Mayor Pro Tem Douglass stated that he attended a Placer County Air Pollution Control Meeting and learned that the agency was able to decrease costs by 7%.

8B. City Operations Update – City Manager City Manager Heathcock spoke about an upcoming grant application to the Regional Water Board and consolidation of the Shady Glen sewer and improvements to the City's sewer system. He spoke of the close partnership between the City and Wood Rodgers and Jim Fletter.

COUNCIL BUSINESS

9A. Authorization to award – Algae Reduction Project and I&I Mitigation Project.

Recommendation: Adopt Resolution 20-2023 authorizing the city Manager to execute agreements for the following projects, subject to early termination if the State Water Resources Control Board (SWRCB) does not adequately increase the grant funds for these projects:

1. The Algae Reduction Project to W.M Lyles Company for a construction cost of \$3,964,224.

2. The I&I Mitigation Project to McGuire and Hester for a construction cost of \$4,225,633.

City Contractor, Jim Fletter presented the scope of the project. Council discussed having a buffer to

stop work if state funding doesn't come through. A \$500,000 buffer to stop work was agreed on.

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

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

9B. Discussion, Consideration and Possible Action to Adopt a Resolution Approving an Agreement with MNJ Advisors, Inc, and appointing Michael J. Luken as Interim City Manager effective June 28, 2023.

Recommendation: Discuss, consider and adopt Resolution 21-2023 approving an agreement with MNJ Advisors, Inc. and appointing Michael Luken as Interim City Manager effective June 28, 2023. City Attorney Alfred A. "Mick" Cabral provided an overview of the appointment. Mike Luken introduced himself and explained his goals for the transition period, shepherding projects, and recruitment of a new City Manager.

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

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

9C. Appoint an Ad Hoc Committee to Oversee and Monitor Recruitment of a City Manager.

Recommendation: Discuss and appoint an Ad Hoc Committee to oversee and monitor the recruitment of a City Manager.

The item was discussed and an Ad Hoc Committee consisting of Mayor Burruss and Mayor Pro Tem Douglass was established to oversee City operations in between the Interim City Manager appointment.

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

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

10

GOOD OF THE ORDER

Councilmember Lomen thanked City Manager, Wes Heathcock for his service to the City. Mayor Pro Tem Douglass said that he is the best City Manager he has worked with. Mayor Burruss credited City Manager, Wes Heathcock for the positive financial state and improvement to infrastructure projects. City Attorney, Alfred A. "Mick" Cabral also provided praise.

LindaLou Haines thanked Wes Heathcock for everything he has done for the City and asked for clarification on City Council absences. The City Attorney explained that a Councilmember can be absent for 60 days before their seat would become open for vacancy.

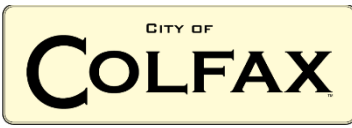
11

ADJOURNMENT

As there was no further business on the agenda, Mayor Burruss adjourned the meeting, by motion and without objection at 7:13 pm. Respectfully submitted to City Council this 28th day of June, 2023.



Marguerite Bailey, City Clerk



Staff Report to City Council

FOR THE JUNE 28, 2023 REGULAR CITY COUNCIL MEETING

From: Marguerite Bailey
Prepared by: Marguerite Bailey
Subject: Rainbow Music Lease Extension

Budget Impact Overview:

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

RECOMMENDED ACTION: Authorizing the Interim City Manager to sign a lease extension until July 30, 2023 with Rainbow Music for 99 Railroad Street Suite 4 to allow for completion of window replacements.

Summary/Background

Rainbow Music located at 99 Railroad Street Suite 4 (Pullman Car) is a City of Colfax tenant current lease that expires June 30, 2023.

Council previously agreed to a rent amount of \$500/month with the ability to reduce that by \$150/month with a defined activity that qualifies as a credit for the rent reduction. Rainbow Music's proposal included the repair/replacement of 14 custom made windows on the railcar.

Staff is recommending a one-month extension to the current lease to accommodate completion of repairs and the City of Colfax Building Inspector's approval.

Fiscal Impacts

N/A

Attachments:

1. Prior Railcar Commercial Lease Agreement
2. Prior Railcar Commercial Lease Extension



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL LEASE AGREEMENT

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

Item 3C

Date (For reference only): May 19, 2021

Foothill Properties
Rob & Christine Bonner

("Landlord") and
("Tenant") agree as follows:

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

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

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

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

☐ C. **RENEWAL OR EXTENSION TERMS:** See attached addendum _____.

3. BASE RENT:

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

☐ (1) \$ _____ per month, for the term of the agreement.

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

☐ (3) \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____.

☐ (4) In accordance with the attached rent schedule.

☒ (5) Other: Base Rent \$500.00 per mo. Tenant bartering \$150.00 per mo. towards window repair & replacement & gardening.

B. Base Rent is payable in advance on the 1st (or ☒ 15th) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. RENT:

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) Foothill Properties at (address) 204 S. Auburn Street/PO Box 1531, Colfax, CA 95713, or at any other location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. EARLY POSSESSION:

Tenant is entitled to possession of the Premises on _____. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is ☐ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. SECURITY DEPOSIT:

A. Tenant agrees to pay Landlord \$ 500.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

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

Landlord's Initials (TH) (_____)

Tenant's Initials (RB) (CB)



Premises: Railcar - 99 Railroad Avenue, Suite 4

Date May 19, 2021

7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>06/10/2021</u> To <u>06/30/2021</u> Date Date	\$ <u>350.00</u>	\$ _____	\$ <u>350.00</u>	<u>06/15/2021</u>
B. Security Deposit	\$ <u>500.00</u>	\$ <u>500.00</u>	\$ _____	<u>Pd held by City</u>
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ <u>850.00</u>	\$ <u>500.00</u>	\$ <u>350.00</u>	

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

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

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

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

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

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

14. PROPERTY OPERATING EXPENSES:

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

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

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

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

17. MAINTENANCE:

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

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

Landlord's Initials (TH) (_____)

Tenant's Initials (RB) (CB)



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

Date **May 19, 2021**

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

Landlord's Initials (TR) (_____)

Tenant's Initials (KB) (CB)

CL REVISED 12/15 (PAGE 3 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Railcar - Railroad



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

Date **May 19, 2021**

- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises ☐ has, or ☒ has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises ☐ has, or ☐ has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.
- 35. DISPUTE RESOLUTION:**
- A. MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

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

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

Landlord's Initials (DS) (TH) () Tenant's Initials (RB) (CB) ()



Premises: Railcar - 99 Railroad Avenue, Suite 4

Date May 19, 2021

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

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

Landlord: Foothill Properties

204 S. Auburn Street

PO Box 1531

Colfax, CA 95713

Tenant: Rob & Christine Bonner

PO Box 1234

Colfax, CA 95713

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

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

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

40. OTHER TERMS AND CONDITIONS/SUPPLEMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

Landlord's Initials TH ()

Tenant's Initials RB CB ()



Premises: Railcar - 99 Railroad Avenue, Suite 4

Date May 19, 2021

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

Tenant Rob Bonner Date 6/22/2021
DocuSigned by:

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

Tenant Christine Bonner Date 6/22/2021
DocuSigned by:

Christine Bonner
 (Print name)
 Address PO Box 1234 City Colfax State CA Zip 95713-1234

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

Guarantor (Print Name) _____
 Guarantor _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

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

Landlord Tami Hampshire Date 6/13/2021
DocuSigned by:
 (owner or agent with authority to enter into this agreement) Foothill Properties
 Address 204 S. Auburn/PO Box 1531 City Colfax State CA Zip 95713

Landlord _____ Date _____
 (owner or agent with authority to enter into this agreement)
 Address _____ City _____ State _____ Zip _____

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

Real Estate Broker (Leasing Firm) Foothill Properties CalBRE Lic. # 02054628
 By (Agent) Tami Hampshire CalBRE Lic. # 01745276 Date 6/13/2021
DocuSigned by:

Address PO Box 1531/204 S Auburn St., #2 City Colfax State CA Zip 95713
 Telephone (530)308-3320 Fax (530)346-9797 E-mail tami@tamihamshire.com

Real Estate Broker (Listing Firm) Foothill Properties CalBRE Lic. # _____
 By (Agent) _____ CalBRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

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

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

Reviewed by _____ Date _____



CL REVISED 12/15 (PAGE 6 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 6 OF 6)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Railcar - Railroad



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM

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

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

Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:

- A. Landlord states that the Premises ☐ have, or ☒ have not been inspected by a Certified Access Specialist (CASp).
- B. If the Premises have been inspected by a CASp,
- (1) Landlord states that the Premises ☐ have, or ☐ have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.
 - (2) ☐ (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.
- OR ☐ (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.
- OR ☐ (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.
- C. If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection,
- "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
- D. Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards are the responsibility of Tenant ☐ Landlord ☐ Other ☐ _____

Tenant (Signature) Rob Bonner Date 6/22/2021
1CEA97AD5B1C497...

Tenant (Print name) Rob Bonner

Tenant (Signature) Christine Bonner Date 6/22/2021
1CEA97AD5B1C497...

Tenant (Print name) Christine Bonner

Landlord (Signature) Tami Hampshire Date 6/13/2021
97D556CFFE9942D...

Landlord (Print name) Foothill Properties

Landlord (Signature) _____ Date _____

Landlord (Print name) _____

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

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

Reviewed by _____ Date _____



CLCA 11/16 (PAGE 1 OF 1)

COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (CLCA PAGE 1 OF 1)

Foothill Properties, 204 S. Auburn Street/PO Box 1531 Colfax CA 95713 Phone: (530)346-9191 Fax: (530)346-9797 Railcar - Railroad
Tami Hampshire Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



CALIFORNIA
ASSOCIATION
OF REALTORS®

ADDENDUM

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

No. One

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

Colfax, CA 95713

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

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

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

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

DocuSigned by:
Buyer/Tenant Rob Bonner
Rob Bonner
Buyer/Tenant Christine Bonner
Christine Bonner

DocuSigned by:
Seller/Landlord Tami Hampshire
Foothill Properties
Seller/Landlord _____

© 1986-2015, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.
THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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

ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

Foothill Properties, 204 S. Auburn Street/PO Box 1531 Colfax CA 95713
Tami Hampshire

Phone: (530)346-9191
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Fax: (530)346-9797

Railcar - Railroad



Rainbow Music Company Railcar Window Repair Proposal

1. Front - Nine (9) windows need repair and paint - \$100.00 per window
 Back – Seven (7) need sand & prep for paint - \$100.00 per window
 - a. $\$100.00 \times 9 = \900.00
 - b. $\$100.00 \times 7 = \700.00

2. Back - Two (2) windows can be repaired (need to be removed to repair) - \$200 per window
 Back – Fourteen (14) need to be fully replaced - \$300.00 per window
 - a. $\$200.00 \times 2 = \400.00
 - b. $\$300.00 \times 14 = \$4,200.00$

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

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

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

DS
TH

6/13/2021

6/22/2021

DS
RB

DS
CB



CALIFORNIA
ASSOCIATION
OF REALTORS®

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

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease
☐ other _____ ("Lease"),

dated May 19, 2021, on property known as City of Colfax "Railcar"
Colfax, CA 95713 ("Premises"),

in which Rob Bonner, Christine Bonner is referred to as ("Tenant")
and Foothill Properties is referred to as ("Landlord").

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

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

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

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

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

Tenant	DocuSigned by: <u>Rob Bonner</u>	Date <u>6/19/2022</u>
Tenant	DocuSigned by: <u>Christine Bonner</u>	Date <u>6/14/2022</u>
Landlord	DocuSigned by: <u>Tami Hampshire</u>	Date <u>6/1/2022</u>
Landlord		Date _____

© 2019, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



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

Reviewed by _____ Date _____



EL REVISED 12/19 (PAGE 1 OF 1)

EXTENSION OF LEASE (EL PAGE 1 OF 1)

Foothill Properties, 204 S. Auburn Street/PO Box 1531 Colfax CA 95713
Tami Hampshire

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

Phone: (530)346-9191

Fax: (530)346-9797
www.lwolf.com

Railcar - Railroad

Rainbow Music Company Railcar Window Repair Proposal

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

July 1, 2022

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

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

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

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

DocuSigned by:

Rob Bonner 6/19/2022

1CEA97AD5B1C497...

DocuSigned by:

Christine Bonner 6/14/2022

1CEA97AD5B1C497...

DocuSigned by:

Tami Hampshire 6/1/2022

97D556CFFE9942D...



Staff Report to City Council

FOR THE JUNE 28, 2023 REGULAR CITY COUNCIL MEETING

From: Laurie Van Groningen, Finance Director
Prepared by: Laurie Van Groningen, Finance Director
Subject: 3rd of July Event Coordinator Funding Request 2023

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: TBD	Fund(s): 100
-------------	------------------	-------------------	--------------------	---------------------

RECOMMENDED ACTION: Discuss and consider Colfax Green Machine request of \$13,500 to fund the 3rd of July fireworks and general event costs.

Summary/Background

At the regularly scheduled council meeting on June 14, 2023, Andrea Harrison of the Colfax Green Machine requested City funding for the annual 3rd of July event in the amount of \$13,500. According to Harrison the fireworks cost for the 3rd of July this year is \$12,500. In addition, they are requesting the traditional City donation of \$1,000 for general event costs which would be a total contribution of \$13,500.

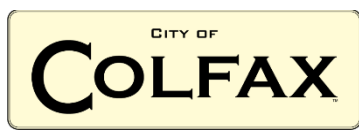
Staff has prepared a historical analysis of City contributions for events reflected in the chart below:

City Council 100-110									
Economic Development - Event Support									
Revised: June 16, 2023									
Fiscal Year	Winterfest	3rd of July	Railroad Days	Art Walk	SVCC Event Banner	Green Machine Crab Feed	Every 15 Minutes Event	Total	Current Budget
Fiscal 2012-2013	\$ 400	\$ 1,100						\$ 1,500	
Fiscal 2013-2014	\$ -	\$ -	\$ -					\$ -	
Fiscal 2014-2015	\$ 500	\$ 500	\$ 500	\$ -				\$ 1,500	
Fiscal 2015-2016	\$ 500	\$ 500	\$ 500	\$ 500				\$ 2,000	
Fiscal 2016-2017	\$ 500	\$ 500	\$ -		\$ -		\$ -	\$ 1,000	
Fiscal 2017-2018	\$ 500	\$ 500	\$ -		\$ 50		\$ 500	\$ 1,550	
Fiscal 2018-2019	\$ 500	\$ 500	\$ 500					\$ 1,500	
Fiscal 2019-2020	\$ 1,000	\$ -	\$ 1,000		\$ -	\$ -		\$ 2,000	
Fiscal 2020-2021	\$ -	\$ 1,000	\$ -			\$ 1,000		\$ 2,000	
Fiscal 2021-2022	\$ 1,000	\$ 11,000	\$ 1,000					\$ 13,000	
Fiscal 2022-2023	\$ 6,500		\$ 2,500					\$ 9,000	\$ 20,000
Fiscal 2023-2024								\$ -	\$ 20,000
TOTAL	\$ 11,400	\$ 15,600	\$ 6,000	\$ 500	\$ 50	\$ 1,000	\$ 500	\$ 35,050	

Staff is requesting the council discuss the Green Machine request and provide direction.

Fiscal Impact:

City contributions to events are funded by the Fund 100 (General Fund). The current year (fiscal year 2022-2023) budget was adopted in the amount of \$20,000 of which \$9,000 has already been expended – leaving a budget balance of \$11,000.



Staff Report to City Council

FOR THE JUNE 28, 2023, REGULAR CITY COUNCIL MEETING

From: Alfred A. “Mick” Cabral, City Attorney
Prepared by: Alfred A. “Mick” Cabral, City Attorney
Subject: Introduce and interview candidates for appointment to fill the City Council vacancies created by the resignations of Councilmembers Mendoza and Ackerman; discuss and possibly take action to fill either or both offices by appointment or call a special election to fill either or both vacancies.

Budget Impact Overview:

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

RECOMMENDED ACTION: Introduce and interview candidates for appointment to fill the City Council vacancies created by the resignations of Councilmembers Mendoza and Ackerman; discuss and possibly take action to fill either or both offices by appointment or call a special election to fill either or both vacancies.

Summary/Background

City Councilmember Marnie Mendoza resigned her seat on the Colfax City Council effective May 5, 2023 (the “Mendoza Vacancy”). Councilmember David Ackerman resigned his seat on the City Council effective June 14, 2023 (the “Ackerman Vacancy”). Those resignations, which cannot be rescinded, created two vacancies on the City Council and the Council has only three seated members.

The remaining Councilmembers must either (a) appoint someone to fill each vacancy, or (b) call a special election to fill either or both vacancies no later than the following deadlines:

Mendoza Vacancy: July 4, 2023

Ackerman Vacancy: August 13, 2023

These deadlines cannot be extended. If the Council fails to act on either vacancy by the applicable deadline, a special election to fill the vacancies becomes mandatory.

An appointee, or a person elected to serve at a special election, will serve the balance of each resigned Councilmember’s term, both of which expire after the November 2024 general election.

June 28 is the last regular Council meeting before July 4. The Council can make an appointment or call a special election at a special meeting so it can technically call a special meeting for the purpose of deciding whether to appoint or call a special election to fill the Mendoza vacancy no later than Tuesday, July 4.

The Council can make an appointment to fill the Ackerman vacancy, or call a special election for that purpose, at the same meeting at which it acts on the Mendoza vacancy, or at any time on or before August 13. However, if the Council wants a special election to be held at the next regularly scheduled election, which is November 7, 2023, it must act before July 16, 2023.

There is no legally prescribed process for filling a City Council vacancy. The Council can take applications from interested citizens. It can directly solicit interested individuals. Any process that is reasonable can be followed.

The Council elected to accept applications to fill the vacant seats. Six individuals have applied for the positions as of the writing of this staff report. The application deadline remains open until noon on June 28, so this staff report may have to be updated before the meeting if additional applications are received.

Members of the public suggested a “meet the candidates” format at which they can become acquainted with prospective appointees. The Council has discretion to allocate time at the meeting for that purpose.

If the vacant seats are to be filled by appointment, a majority of the Council present on June 28 must agree on the individual to be appointed. Assuming all three members are present, two must agree. If only two are present, both must agree.

The Brown Act applies to Council discussions regarding the appointment. Although the Brown Act allows the Council to meet in closed session to discuss appointment of employees, consultants and others, Council members cannot meet in closed session to discuss appointing an individual to fill a Council seat. Those discussions must occur in open session. A quorum of the Council cannot meet or otherwise discuss the appointment outside of a properly called public meeting.

If the Council decides to call a special election instead of filling either of the vacancies by appointment, the election must be held on the next regularly scheduled election date not less than 114 days from the date the special election is called. The next two regularly scheduled elections in Placer County are November 7, 2023 (Special Districts Election) and March 5, 2024 (Presidential Primary Election). This adds one more deadline. If the Council decides to call a special election and wants that election to fill the Mendoza vacancy to be held on November 7, 2023, it must act no later than July 4, 2023. If the Council decides to call a special election and wants that election to fill the Ackerman vacancy to be held on November 7, 2023, it must act no later than July 16, 2023.

Staff is available to answer any questions or provide additional information.

Fiscal Impact

If the Council decides to call a special election to fill either or both vacancies, the City will have to pay its proportionate share of election expenses.

Attachments

None

Staff Report to City Council

FOR THE JUNE 28, 2023, REGULAR CITY COUNCIL MEETING

From: Marguerite Bailey, City Clerk
Prepared by: Marguerite Bailey, City Clerk
Subject: Filling Vacant Committee Assignments

Budget Impact Overview:

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

RECOMMENDED ACTION: Discuss and approve filling vacant committee assignments.

Summary/Background

The Colfax City Council may create or be a part of committees, boards, sub-committees, and commissions to assist in the conduct of the operation of the City government or which pertain to the business of the City with such duties as the Council may specify, consistent with the City Code. Past Practice in Colfax has been for the Mayor to propose appointments that are then subsequently approved by vote of the Council.

There are currently two vacancies on the Colfax City Council created by Councilmember Marnie Mendoza's May 5th resignation and Councilmember David Ackerman's June 14th resignation. Appointments to local committees are typically filled by City of Colfax Councilmembers.

Furthermore, City Manager, Wes Heathcock's June 9, 2023 resignation, created a vacancy on the Pioneer Community Energy Board. Subsequently, there was a Public Notice published May 11, 2023 through May 26, 2023 soliciting that vacancy. No applications were received. Due to these circumstances, there are openings on the following Committees which need to be filled (*unfilled position in italics*):

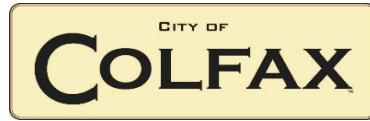
- Placer County Economic Development Board (PCEDB) *Alternate*
- Weimar, Applegate, Colfax/Municipal Advisory Council (WAC/MAC) *Primary*
- Sacramento Area Council of Governments (SACOG) *Alternate*
- Placer Mosquito & Vector Control District (PCAPCD) *Alternate*
- Local Agency Formation Commission (LAFCO) *Alternate*
- Solid Waste Task Force *Primary Filled by Staff*
- Bianchini Advisory Board *Alternate*
- Sierra Vista Community Center *Primary*
- Pioneer Community Energy Board *Primary*
- Placer County Flood Control and Water Conservation District (Board of Directors) *Alternate*
- Placer Regional Homelessness Action Plan Ad Hoc *Primary*
- Colfax Skate Park *Alternate*
- ISO Ad Hoc *Primary*
- Council Policy Ad Hoc *Primary*
- Youth Commission Selection Committee *Primary*
- Private Development Service Fees Ad Hoc *Committee Alternate*

Fiscal Impacts

None of significance.

Attachments:

1. Current Committee Appointments



2023 Committee Assignment List

External Board/Committee	Colfax Representative	Meeting Information	Meeting Location	Reimbursement/ Stipend
Placer County Economic Development Board (PCEDB)	Kim Douglass Alt: Open	11:30AM 3rd Thursday 4x/yr Jan/Apr/July/Sept	Auburn City Hall, 1225 Lincoln Way Room 10 and via ZOOM	No Stipend
Weimar, Applegate, Colfax/Municipal Advisory Council (WAC/MAC)	Open Alt: Kim Douglass	6:00PM 3rd Wednesday every other month - Jan/Mar/ay/July/Sept/Nov	Colfax City Hall	No Stipend
Sacramento Area Council of Governments (SACOG) Board of Directors	Trinity Burruss Alt: Open	9:30AM 3rd Thursday	Currently Zoom / then 1415 L. Street, Suite 300 Sacramento	\$100 Stipend
Placer County Air Pollution Control District (PCAPCD)	Trinity Burruss Alt: Kim Douglass	2:30PM 2nd Thursday 6x/yr	BOS Chambers 175 Fulweiler Ave Auburn	\$100 Stipend
Placer Mosquito & Vector Control District (PMVCD)	Will Stockwin Alt. Open	4:30PM 3rd Monday / Every Month	2021 Opportunity Dr Roseville	\$100 Stipend
Project Go	Kim Douglass Alt. Sean Lomen	5:30PM 3rd Thursday	801 Vernon St Roseville	No Stipend
Placer County Transportation Planning Agency (PCTPA)	Trinity Burruss Alt: Sean Lomen	9:00AM 4th Wednesday / Every Month	BOS Chambers 175 Fulweiler Ave Auburn	\$100 Stipend
Local Agency Formation Commission	Trinity Burruss Alt. Open	4:00PM 2nd Wednesday / Every Month	BOS Chambers 175 Fulweiler Ave Auburn	\$100 Stipend
Solid Waste Task Force	Staff Position TBD Alt: Sean Lomen	9:00AM 1st Thursday 4x/yr Feb/May/Aug/Nov	CRDC Cypress Room, 2091 County Center Dr, Suite 170, Auburn	No Stipend
Placer Sierra Fire Safe Council	Sean Lomen Alt: Kim Douglass	6:00PM 4th Thursday / Every Month	City of Colfax Council Chambers Location TBD	No Stipend

2023 Committee Assignment List

External Board/Committee (Continued)	Colfax Representative	Meeting Information	Meeting Location	Reimbursement/ Stipend
Placer County Selection Committee	Mayor	Yearly		No Stipend
League of California Cities Sacramento Valley Division Liaison	Kim Douglass Alt: Sean Lomen	1st Meeting March 31, 2023 in person in Colusa 4x/yr Additional Meetings TBD		No Stipend
Bianchini Advisory Board	Kim Douglass Alt: Open			No Stipend
Sierra Vista Community Center Liaison	Open Alt: Sean Lomen	6:00pm 3rd Wednesday	Community Center	No Stipend
Colfax Schools Liaison	Trinity Burruss Alt: Sean Lomen			No Stipend
Pioneer Community Energy	Open Alt: Kim Douglass	3:00PM 3rd Thursday	2510 Warren Drive, Suite B Rocklin, CA 95677	No Stipend
Placer County Flood Control and Water Conservation District (Board of Directors)	Sean Lomen Alt: Open	2nd Monday Monthly 4:00pm	Rocklin City Council Chambers 390 Rocklin Rd.	\$100 Stipend
Placer Regional Homelessness Action Plan Ad hoc	Open Kim Douglass	As Needed		
Internal Board/Committee	Colfax Representative	Meeting Information	Meeting Location	Reimbursement/ Stipend
Colfax Bike Park	Kim Douglass Open	As Needed	To Be Determined	No Stipend
Colfax Skate Park	Sean Lomen Open	As Needed	To Be Determined	No Stipend
ISO Ad hoc	Open Sean Lomen	As Needed	To Be Determined	No Stipend
Council Policy Ad hoc	Open Trinity Burruss	As Needed	To Be Determined	No Stipend
Youth Commission Selection Committee	Open Kim Douglass 2-Elementary Teachers 2-High School Teachers	To Be Determined	City Hall, Colfax Elementary, Colfax High School	No Stipend
Colfax Youth Commission	5 Students (3-High Schoolers, 2 Sixth- Eighth Graders)	Once per month	Colfax Elementary School	To Be Determined
Private Development Service Fees Ad Hoc Committee	Trinity Burruss Open	As Needed	To Be Determined	To Be Determined
City Manager Ad Hoc Committee	Trinity Burruss Kim Douglass	As Needed	To Be Determined	To Be Determined