

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



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

REGULAR MEETING AGENDA

December 14, 2022

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/89594610036>

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

895 9461 0036

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

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 5-8)
Recommendation: Adopt Resolution __-2022 authorizing remote teleconference meetings pursuant to Government Code Section 54953(e)[AB 361].
- 3B. **Minutes** (Pages 9-11)
Recommendation: By Motion, approve the Colfax City Council minutes of 11/09/2022.
- 3C. **Cash Summary – October 2022** (Pages 12-19)
Recommendation: Accept and File.
- 3D. **Quarterly Investment Report – Quarter ended 09/30/22** (Pages 20-28)
Recommendation: Accept and File.
- 3E. **Second Amendment to Maidu Village ARCO Project Subdivision Improvement Agreement** (Pages 29-34)
Recommendation: Adopt Resolution __-2022 authorizing the City Manager to execute a Second Amendment to the August 31, 2022, Subdivision Improvement Agreement with Colfax Auburn, LLC, for the Maidu ARCO Project.
- 3F. **Lease Agreement for City-Owned Property at 99 Railroad Street, Suite 1** (Pages 35-44)
Recommendation: Adopt Resolution __-2022 authorizing the City Manager to enter into a 1-year lease with the option of a second year with Denia M. Long and Stephanie N. Layton for 99 Railroad Street, Suite 1.

*** End of Consent Calendar ***

4 AGENCY REPORTS

- 4A. **Placer County Sheriff Department**
- 4B. **CHP**
- 4C. **Placer County Fire Department/CALFIRE**
- 4D. **Non-Profits**

5 PRESENTATION

- 5A. **Proclamation of Service for CHP Public Information Officer Chris Nave** (Page 45)
Presentation by: Mayor Burruss
- 5B. **Proclamation of Service for CALFire Assistant Chief Mike Rufenacht** (Page 46)
Presentation by: Mayor Burruss
- 5C. **California Public Utilities Commission Liaison for Placer County**
Presentation by: Hector, Corral



- 5D. **Placer Sierra Railroad Society** (Pages 47-51)
Presentation by: Roger Staab and Dick Dorn

6 **PUBLIC HEARING**

Notice to the Public: City Council, when considering a matter scheduled for hearing, will take the following actions:

1. Presentation by Staff
2. Open the Public Hearing
3. Presentation, when applicable, by Applicant
4. Accept Public Testimony
5. When applicable, Applicant rebuttal period
6. Close Public Hearing (No public comment is taken, hearing is closed)
7. Council comments and questions
8. City Council Action

Public Hearings that are continued will be so noted. The continued Public Hearing will be listed on a subsequent council agenda and posting of that agenda will serve as notice.

- 6A. **Mitigation Impact Fees- Annual Report** (Pages 52-55)
Presentation by: Laurie Van Groningen, Finance Director
Recommendation: Conduct public hearing, review annual report, consider public and staff comments, accept report and adopt Resolution __-2022 accepting and approving the Annual AB 1600 Mitigation Fee Report and Making Findings pursuant to Colfax Municipal Code Chapter 3.56 and the Mitigation Fee Act (Government Code §66000 Et Seq).

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. Declaring the results of the General Municipal Election held on November 8, 2022 for election of City Councilmembers, and voter response to Measure B** (Pages 56-63)
Presentation by: Marguerite Bailey, City Clerk
Recommended Action: Adopt Resolution ___-2022 declaring the results of the General Municipal Election held on November 8, 2022 1.) Electing 3 City Councilmembers and 2.) Adopting Ordinance № 548 Amending Colfax Municipal Code Title 3, Chapter 3.20 to Charge the Transient Occupancy Tax on All Persons Receiving Revenue from Hotel Occupancy (Such as On-Line Hotel Brokers and Vacation Rental Agencies) and Increasing the Rate to 10%.
- 9B. Oath of Office and Seating of New Councilmembers** (Pages 64)
Presentation by: Marguerite Bailey, City Clerk
Recommended Action: Recognition of retiring Councilmembers and Oath of Office of newly elected Councilmembers from the term beginning December 14, 2022 through the first City Council Meeting after the Certification of the November 2026 Election.
- 9C. Rotation of City Council Officers: Mayor and Mayor Pro Tem** (Pages 65-66)
Presentation by: Wes Heathcock, City Manager and Alfred A. “Mick” Cabral, City Attorney
Recommended Action: Select a Mayor and Mayor Pro Tem to serve in 2023.

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

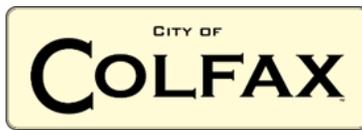
I, Marguerite Bailey, City Clerk for the City of Colfax, declare that this agenda was posted in accordance with the Brown Act at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>

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 DECEMBER 14, 2022, REGULAR CITY COUNCIL MEETING

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

Budget Impact Overview:

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

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

Summary/Background

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

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

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

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

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

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

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

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

Fiscal Impact

None

Attachments:

1. Resolution __-2022

City of Colfax

City Council

Resolution No. __-2022

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

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

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

WHEREAS, the City Council, 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 14th of December, 2022, by the following vote of the Council:

AYES:

NOES:

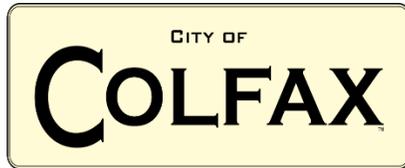
ABSTAIN:

ABSENT:

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey, City Clerk



City Council Minutes

Regular Meeting of Colfax City Council

Wednesday, November 9, 2022

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

- 1 **CLOSED SESSION** (No Closed Session)
- 2 **OPEN SESSION**
- 2A. **Call Open Session to Order** - Mayor Burruss called the open session to order at 6:10pm.
- 2B. **Report from Closed Session** – No Closed Session
- 2C. **Pledge of Allegiance**
- 2D. **Roll Call**
Present: Councilmember Lomen, Councilmember Ackerman, Councilmember Fatula and Mayor Burruss
Absent: Mayor Pro Tem Mendoza
- 2E. **Approval of the Agenda Order**
 By **MOTION**, accept the agenda as presented.
MOTION made by Councilmember Fatula and seconded by Councilmember Lomen, and approved by the following vote:
AYES: Lomen, Ackerman, Fatula, Burruss
NOES:
ABSTAIN:
ABSENT: Mendoza
- 3 **CONSENT CALENDAR**
- 3A. **Authorize Remote Teleconference Meetings Pursuant to Government Code Section 54953(e) [AB 361]**
Recommendation: Adopt Resolution 50-2022 authorizing remote teleconference meetings pursuant to Government Code Section 54953(e) [AB 361].
- 3B. **First Amendment to Maidu Village ARCO Project Subdivision Improvement Agreement**
Recommendation: Adopt Resolution 51-2022 authorizing the City Manager to execute a First Amendment to the August 31, 2022, Subdivision Improvement Agreement with Colfax Auburn, LLC, for the Maidu ARCO Project.
- 3C. **Minutes**
Recommendation: By Motion, approve the Colfax City Council minutes of 10/26/2022.
- 3D. **Side Letter Agreement with Stationary Engineers, Local 39, Modifying Compensatory Time Off Provisions in Current Memorandum of Understanding**
Recommendation: Adopt Resolution 52-2022 authorizing the Mayor and City Manager to sign a Side Letter Agreement modifying the Compensatory Time Off provisions in the Memorandum of Understanding with Stationary Engineers, Local 39.
 By **MOTION**, approve the consent calendar.
MOTION made by Councilmember Lomen and seconded by Councilmember Fatula, and approved by the following vote:
AYES: Lomen, Ackerman, Fatula, Burruss

NOES:

ABSTAIN:

ABSENT: Mendoza

End of Consent Calendar

4 AGENCY REPORTS

- 4A. **Placer County Sheriff Office** – Sgt. Kevin Griffiths presented monthly crime statistics for the City and County and spoke about homeless encampments and associated legal implications with clean ups. Mayor Burruss was concerned about the health and safety issue of a reported encampment near Hwy174.
- 4B. **CHP** – Not in attendance
- 4C. **Placer County Fire/CALFIRE** – Battalion Chief Jeff Loveless spoke about weather and open burning. Assistant Chief Mike Rufenacht spoke of the necessity to obtain a burn permit within the City limits.
- 4D. **Non-Profits** – Colfax Chamber of Commerce – President, Tim Ryan spoke about new businesses joining the chamber and upcoming events. Andy Giannini, Superintendent of Colfax Elementary spoke about events such as Red Ribbon, the Halloween Parade, Bulldog Friday and school test scores.

5 PRESENTATION

- 5A. **Placer County Transportation Planning Agency (PCTPA) Unmet Transit Needs/Regional Transportation Plan**
Presentation by: Mike Costa/PCTPA Senior Transportation Planner presented an overview of PCTPA and the unmet planning needs that the County faces.
Sacramento Area Council of Governments (SACOG) 2024 Blueprint Project (Metropolitan Transportation Plan/Sustainable Communities Strategy)
 Corey Peterson Senior Transportation Manager with PCTPA discussed bringing together stakeholders to evaluate objectives and the project list for the 25 year transportation plan. Clint Holtzen/SACOG Planning Manager spoke about balancing the transportation needs of the region and Placer County which is the fastest growing County in the State.
 Tim Ryan asked if transportation between Nevada County and the Depot could be a plan for the future.

6 PUBLIC HEARING (No Public Hearing)

7 PUBLIC COMMENT

None provided.

8 COUNCIL AND STAFF

- 8A. **Committee Reports and Colfax Informational Items – All Councilmembers** – Councilmember Fatula stated that the last Food Bank in Alta was canceled due to weather and it would be open again next Thursday.
- 8B. **City Operations Update – City Manager** – Public Works Director, Martin Jones said he is in contact with Union Pacific’s new Vegetation Manager, Sarah Muller and they are working on a plan for mitigating some trees infested with Mountain Pine Bark Beetles.

9 COUNCIL BUSINESS

- 9A. **Winterfest Event Coordinator and Funding**
Presentation by: Colfax Area Chamber of Commerce
Recommended Action: Discuss and consider approving Colfax Area Chamber of Commerce request of \$6,500 for general event costs for a total amount of \$6,500.
 Tim Ryan, Colfax Area Chamber of Commerce President explained that the Winterfest event

would have vendors, entertainment, music, be kid friendly with a bounce house. The \$6,500 donation would help offset the increasing costs of fireworks.

Councilmember Fatula asked how much the Chamber was contributing to the event and Tim Ryan stated that they were budgeting \$10,000 for the event. Councilmember Ackerman stated that he thought it was proportionately nicely presented.

By **MOTION**, approve Item 9A.

MOTION made by Councilmember Ackerman and seconded by Councilmember Lomen, and approved by the following vote:

AYES: Lomen, Ackerman, Fatula, Burruss

NOES:

ABSTAIN:

ABSENT: Mendoza

10 **GOOD OF THE ORDER**

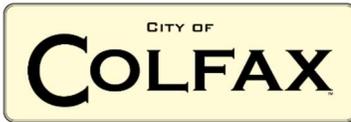
Nothing for Good of the Order

11 **ADJOURNMENT**

As there was no further business on the agenda, Mayor Burruss adjourned the meeting, by motion and without objection at 7:23 pm. Respectfully submitted to City Council this 14th day of December, 2022.



Marguerite Bailey, City Clerk



Staff Report to City Council

FOR THE DECEMBER 14, 2022 REGULAR CITY COUNCIL MEETING

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

Budget Impact Overview:

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

RECOMMENDED ACTION: Accept and File.

Summary/Background

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

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

- October revenues included:
 - Allocation for Sales Tax revenues reported/paid to the State for the month of August 2022 (two-month lag).
- October expenditures included:
 - Annual payment for State Water Resource Control Board loan
 - Ongoing monthly operating expenses
 - Approved capital project expenditures – significant expenditures on WWTP Construction Grant and Lift Station #5 Repair project.
- Negative cash fund balances at the end of October are due to timing of funding allocations and reimbursements:
 - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), City Gas Tax revenues, and a General Fund allocation. PCTPA Funding request was submitted in October (approved by Council on 09/28/22).
 - Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – final funding of grant is still pending. CDBG has approved start date of expenditures. Any unfunded expenditures would require allocation from General Fund.
 - Fund 367 – SB2 Planning Grant – this is a reimbursable grant. Second round of Reimbursement requests were submitted in February and are still pending. HCD has been backlogged and recently

confirmed requests are approved and pending payment. Next reimbursement request scheduled to completed and submitted in November depending on project activity.

- Fund 376 – Downtown Streetscape – This project is primarily (89%) funded with grant funds on a reimbursement basis. Reimbursement requests expected to be submitted on a quarterly basis. The first request was submitted at end of July and received in August. The balance of funding (11%) will be a City General Fund match. Next reimbursement request is scheduled for November.
- Fund 378 – Zoning Code Update. This project is 100% funded with grant funds on a reimbursement basis. Reimbursement requests expected to be submitted on a quarterly basis. The first request was submitted in August and received in October. Next reimbursement request is tentatively scheduled for November.
- Fund 575 – WWTP Construction Grant. This is a reimbursable grant. Reimbursement requests are scheduled to be submitted quarterly – final grant award was processed in December. The first reimbursement request was submitted in early March 2022 and received in May 2022. Second reimbursement request was submitted in August and was received in early November. Third request is anticipated to be submitted by mid-November.
- Anticipated revenues/expenditures for November include:
 - Revenues
 - Allocation for Sales Tax revenues reported/paid to the State for the month of September 2022 (two-month lag).
 - Expenditures
 - Ongoing monthly operating expenses.
 - Approved capital project expenditures –WWTP solar project and Lift Station #5 repair projects have had increased activity this past quarter.

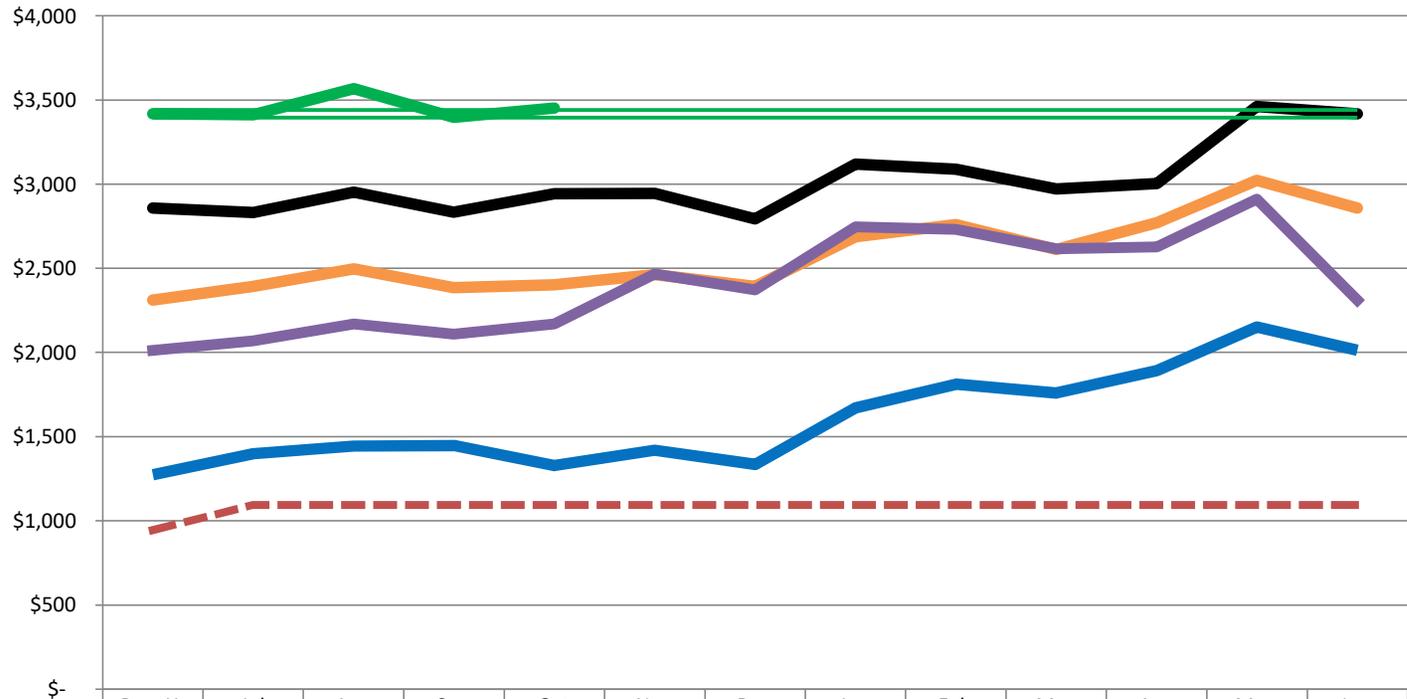
Attachments:

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

City of Colfax - October 2022 General Fund Reserved Cash Analysis

(Dollars in Thousands)

Fiscal Year 2022-23 >>



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
— Cash Balance FY2022-23	\$3,418	\$3,412	\$3,568	\$3,396	\$3,451								
— Cash Balance FY2021-22	\$2,857	\$2,831	\$2,953	\$2,833	\$2,943	\$2,946	\$2,794	\$3,120	\$3,088	\$2,971	\$3,004	\$3,462	\$3,418
— Cash Balance FY2020-21	\$2,311	\$2,392	\$2,497	\$2,386	\$2,402	\$2,463	\$2,393	\$2,688	\$2,760	\$2,612	\$2,771	\$3,023	\$2,857
— Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,311
— Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
- - - *Reserves (Ops, Cap, Pen)	\$945	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095
— Budget FY2022-23	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418

**City of Colfax
Cash Summary
October 31, 2022**

	Balance 09/30/2022	Revenues In	Expenses Out	Transfers	Balance 10/31/2022
US Bank	\$ 164,076.37	\$ 540,378.46	\$ (1,102,363.37)	\$ 700,000.00	\$ 302,091.46
LAIF	\$ 8,594,952.90	\$ 29,540.84	\$ -	\$ (700,000.00)	\$ 7,924,493.74
Total Cash - General Ledger	<u>\$ 8,759,029.27</u>	<u>\$ 569,919.30</u>	<u>\$ (1,102,363.37)</u>	<u>\$ -</u>	<u>\$ 8,226,585.20</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 8,759,329.27</u>	<u>\$ 569,919.30</u>	<u>\$ (1,102,363.37)</u>	<u>\$ -</u>	<u>\$ 8,226,885.20</u>

Change in Cash Account Balance - Total \$ (532,444.07)

Attached Reports:

1. Cash Transactions Report (By Individual Fund)		
2. Check Register Report (Accounts Payable)	\$ (951,972.98)	
Cash Receipts	\$ 303,926.71	
Payroll Checks and Tax Deposits	\$ (73,624.22)	
Utility Billings - Receipts	\$ 161,122.01	
LAIF Interest	\$ 29,540.84	
Voided Checks/Reissues	\$ (1,436.43)	
	<u>\$ (532,444.07)</u>	\$ -

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

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

City of Colfax

Cash Transactions Report - October 2022

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 3,231,260.78	\$ 202,839.82	\$ (136,852.81)	\$ 3,297,247.79
Fund: 120 - Land Development Fees	\$ 157,202.54	\$ 9,039.34	\$ (11,197.40)	\$ 155,044.48
Fund: 200 - Cannabis Application	\$ 7,424.99	\$ -	\$ -	\$ 7,424.99
Fund Type: 1.11 - General Fund - Unassigned	\$ 3,395,888.31	\$ 211,879.16	\$ (148,050.21)	\$ 3,459,717.26
Fund Type: 1.14 - General Fund - Restricted				
Fund: 205 - Escrow Funds	\$ 153,657.00	\$ -	\$ -	\$ 153,657.00
Fund: 571 - AB939 Landfill Diversion	\$ 23,317.26	\$ -	\$ -	\$ 23,317.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 790,038.29	\$ 26,610.76	\$ (4,933.17)	\$ 811,715.88
Fund Type: 1.14 - General Fund - Restricted	\$ 967,012.55	\$ 26,610.76	\$ (4,933.17)	\$ 988,690.14
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 202 - ARPA American Rescue Plan Act	\$ 283,276.30	\$ 959.53	\$ -	\$ 284,235.83
Fund: 210 - Mitigation Fees - Roads	\$ 141,491.04	\$ 479.27	\$ -	\$ 141,970.31
Fund: 211 - Mitigation Fees - Drainage	\$ 5,407.90	\$ 18.32	\$ -	\$ 5,426.22
Fund: 212 - Mitigation Fees - Trails	\$ 75,126.68	\$ 254.48	\$ -	\$ 75,381.16
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 192,396.49	\$ 651.70	\$ -	\$ 193,048.19
Fund: 214 - Mitigation Fees - City Bldgs	\$ 101,489.23	\$ 343.77	\$ -	\$ 101,833.00
Fund: 215 - Mitigation Fees - Vehicles	\$ 22,165.06	\$ 75.08	\$ -	\$ 22,240.14
Fund: 217 - Mitigation Fees - DT Parking	\$ 43,391.10	\$ 146.98	\$ -	\$ 43,538.08
Fund: 218 - Support Law Enforcement	\$ (25,000.00)	\$ 74,999.73	\$ -	\$ 49,999.73
Fund: 244 - CDBG Program Inc - ME Lending	\$ -	\$ -	\$ -	\$ -
Fund: 250 - Streets - Roads/Transportation	\$ (34,268.10)	\$ -	\$ (32,957.10)	\$ (67,225.20)
Fund: 253 - Gas Taxes	\$ 39,924.67	\$ 4,939.89	\$ (1,244.58)	\$ 43,619.98
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 173,187.28	\$ 4,404.20	\$ -	\$ 177,591.48
Fund: 270 - Beverage Container Recycling	\$ 19,149.88	\$ 64.87	\$ -	\$ 19,214.75
Fund: 280 - Oil Recycling	\$ 3,775.92	\$ 12.79	\$ -	\$ 3,788.71
Fund: 290 - SB1383 Implementation Grant	\$ 20,226.21	\$ 68.52	\$ -	\$ 20,294.73
Fund: 292 - Fire Department Capital Funds	\$ 93,506.00	\$ 316.73	\$ -	\$ 93,822.73
Fund: 342 - Fire Construction - Mitigation	\$ 76,266.18	\$ 258.01	\$ -	\$ 76,524.19
Fund: 343 - Recreation Construction	\$ 76,266.65	\$ 258.01	\$ -	\$ 76,524.66
Fund: 367 - SB2 - Planning Grant	\$ (29,345.86)	\$ -	\$ (2,274.50)	\$ (31,620.36)
Fund: 376 - Downtown Streetscape	\$ (5,078.95)	\$ -	\$ (822.13)	\$ (5,901.08)
Fund: 378 - Zoning Code Update	\$ (3,424.75)	\$ 3,064.25	\$ (1,405.95)	\$ (1,766.45)
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 1,269,928.93	\$ 91,316.13	\$ (38,704.26)	\$ 1,322,540.80
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 358 - CDBG Pavement	\$ (92,621.34)	\$ -	\$ -	\$ (92,621.34)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (92,621.34)	\$ -	\$ -	\$ (92,621.34)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 1,657,030.59	\$ 114,526.67	\$ (81,915.24)	\$ 1,689,642.02
Fund: 561 - Sewer Liftstations	\$ 736,193.43	\$ 16,292.07	\$ (21,622.97)	\$ 730,862.53
Fund: 563 - Wastewater Treatment Plant	\$ 1,101,413.42	\$ 43,910.76	\$ (439,012.71)	\$ 706,311.47
Fund: 564 - Sewer Connections	\$ 443,017.95	\$ -	\$ -	\$ 443,017.95
Fund: 575 - WWTP Construction Grant	\$ (723,294.46)	\$ -	\$ (92,791.90)	\$ (816,086.36)
Fund: 576 - Phase II - Pond 3 Fissure Repair	\$ -	\$ -	\$ -	\$ -
Fund: 585 - LS #5 Force Main Repairs	\$ 2,786.60	\$ -	\$ (210,103.00)	\$ (207,316.40)
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 3,217,147.53	\$ 174,729.50	\$ (845,445.82)	\$ 2,546,431.21
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 1,673.29	\$ 153.84	\$ -	\$ 1,827.13
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 1,673.29	\$ 153.84	\$ -	\$ 1,827.13
Grand Totals:	\$ 8,759,029.27	\$ 504,689.39	\$ (1,037,133.46)	\$ 8,226,585.20

Check Register Report

Item 3C

October 2022 Checks Processed

Date: 11/11/2022

Time: 10:25 am

CITY OF COLFAX

BANK: US BANK

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
58573	10/04/22	Reconciled		10/31/22	2087	BASIC PACIFIC	FSA BENEFIT PYMT	30.00
58574	10/07/22	Reconciled		10/31/22	03141	CALPERS	HEALTH PREMIUMS OCT 2022	11,206.73
58601	10/11/22	Reconciled		10/31/22	1161	49ER WATER SERVICES	WWTP QUARTERLY LINER TESTING	3,453.00
58602	10/11/22	Printed			1179	AA COLFAX FELLOWSHIP	EVENT DEPOSIT REFUND	100.00
58603	10/11/22	Reconciled		10/31/22	01766	AT&T MOBILITY	CITY CELL PHONES	836.29
58604	10/11/22	Reconciled		10/31/22	03121	CALIFORNIA BUILDING	GREEN FEES COLLECTED Q1 22/23	57.60
58605	10/11/22	Reconciled		10/31/22	3469	CIVIC PLUS	MUNICODE UPDATE	904.87
58606	10/11/22	Reconciled		10/31/22	3468	CIVICWELL	STREETSCAPE CONSULTANT AUG	461.63
58607	10/11/22	Printed			03540	COLFAX LIONS CLUB	ART WALK/CRUISE NIGHTS	100.00
58608	10/11/22	Printed			3555	COLFAX RAILROAD DAYS	EVENT DEPOSIT REFUND	100.00
58609	10/11/22	Reconciled		10/31/22	04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE OCT 2022	444.96
58610	10/11/22	Printed			04250	DEPARTMENT OF CONSERVATION	SMIP FEES Q1 22/23	12.67
58611	10/11/22	Reconciled		10/31/22	04532	DIVISION OF STATE ARCHITECT	SB1186 FEES COLLECTED Q1 22/23	58.80
58612	10/11/22	Reconciled		10/31/22	05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	8,322.88
58613	10/11/22	Reconciled		10/31/22	06278	FRONTIER COMMUNICATIONS	WWTP PHONE	225.45
58614	10/11/22	Reconciled		10/31/22	7223	GEOCON CONSULTANTS INC.	LS 5 VAULT INSPECTION	960.00
58615	10/11/22	Reconciled		10/31/22	07465	GOLD MINER PEST CONTROL	CORP YARD PEST CONTROL	100.00
58616	10/11/22	Reconciled		10/31/22	07570	GRAINGER	WWTP PUMP	340.23
58617	10/11/22	Reconciled		10/31/22	07570	GRAINGER	WWTP SUPPLIES	154.79
58618	10/11/22	Reconciled		10/31/22	07570	GRAINGER	WWTP SUPPLIES	40.81
58619	10/11/22	Reconciled		10/31/22	07570	GRAINGER	WWTP SUPPLIES	47.83
58620	10/11/22	Reconciled		10/31/22	08086	HBE RENTALS	LANDFILL PROPANE	16.17
58621	10/11/22	Reconciled		10/31/22	08086	HBE RENTALS	ST REPAIR	70.00
58622	10/11/22	Reconciled		10/31/22	08170	HILLS FLAT LUMBER CO	SUPPLIES	94.17
58623	10/11/22	Reconciled		10/31/22	8501	HOLT RENEWABLES	WWTP SOLAR CONST SEPT 2022	74,956.90
58624	10/11/22	Reconciled		10/31/22	08501	HOME DEPOT CREDIT SERVICES	PW SUPPLIES	343.77
58625	10/11/22	Reconciled		10/31/22	08660	HUNT AND SONS, INC.	FUEL	829.29
58626	10/11/22	Reconciled		10/31/22	8661	HYDROCOMPLIANCE	WWTP MONTHLY QSP SVC AUG 2022	3,600.00
58627	10/11/22	Reconciled		10/31/22	09540	INTERSTATE SALES	ST SIGNAGE	130.85
58628	10/11/22	Reconciled		10/31/22	12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING AUG 2022	147.50
58629	10/11/22	Reconciled		10/31/22	12564	LORANG BROTHERS CONSTRUCTION	LS 5 FORCE MAIN RPR SEPT 2022	205,817.50
58630	10/11/22	Reconciled		10/31/22	19390	MAR-VAL'S SIERRA MARKET	PW ICE	134.92
58631	10/11/22	Reconciled		10/31/22	13261	METROPOLITAN TRANSPORTATION	STREETSAVER PROGRAM	1,000.00
58632	10/11/22	Reconciled		10/31/22	18400	NAPA AUTO PARTS	STMT 9/30/22	1,878.65
58633	10/11/22	Reconciled		10/31/22	16010	PALMER, DOMINIC	WWTP BOOT ALLOWANCE	275.00
58634	10/11/22	Reconciled		10/31/22	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS SEPT 2022	10,220.30
58635	10/11/22	Reconciled		10/31/22	03580	PLACER COUNTY HHS	ANIMAL & FIELD SVCS Q2 22/23	6,323.00
58636	10/11/22	Reconciled		10/31/22	16821	PSOMAS	WWTP CONST GRANT AUG 2022	10,955.00
58637	10/11/22	Reconciled		10/31/22	18099	RANDALL, SAMANTHA	EVENT DEPOSIT REFUND	100.00
58638	10/11/22	Reconciled		10/31/22	19037	SAFE SIDE SECURITY	CORP YARD SECURITY OCT 2022	155.00
58639	10/11/22	Reconciled		10/31/22	19037	SAFE SIDE SECURITY	WWTP SECURITY	95.00
58640	10/11/22	Reconciled		10/31/22	19070	SCORE - SMALL CITIES ORGANIZED	Q2 22/23 WORKER'S COMP	17,677.20
58641	10/11/22	Reconciled		10/31/22	19193	SECURE RECORD MANAGEMENT	SHREDDING SVCS Q2 22/23	75.00
58642	10/11/22	Reconciled		10/31/22	19474	SIMPSON & SIMPSON	WHITCOMB CULVER RPR	3,312.50
58643	10/11/22	Reconciled		10/31/22	19319	SOLACE GRAPHICS	REBRANDING	4,407.22
58644	10/11/22	Reconciled		10/31/22	19743	WILL STOCKWIN	COLFAX CONN EDITING OCT 2022	300.00
58645	10/11/22	Reconciled		10/31/22	19696	SWRCB	SRF FINANCING AGMT	438,973.80
58646	10/11/22	Reconciled		10/31/22	20092	THUMBLER	PUBLIC OUTREACH CONSULTANT	600.00

Check Register Report

Item 3C

October 2022 Checks Processed

Date: 11/11/2022

Time: 10:25 am

CITY OF COLFAX

BANK: US BANK

Page: 2

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
58647	10/11/22	Reconciled		10/31/22	21560	US BANK CORPORATE PMT SYSTEM	STMT 9/22/22	3,515.10
58648	10/11/22	Reconciled		10/31/22	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS SEPT 2022	5,557.50
58649	10/11/22	Reconciled		10/31/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	239.40
58650	10/11/22	Reconciled		10/31/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	328.17
58651	10/11/22	Reconciled		10/31/22	23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
58652	10/11/22	Reconciled		10/31/22	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.99
58653	10/11/22	Reconciled		10/31/22	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	241.15
58654	10/11/22	Reconciled		10/31/22	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	276.64
58655	10/11/22	Reconciled		10/31/22	23450	WINNER CHEVROLET, INC.	WWTP TRUCK MAINTENANCE	107.87
58656	10/11/22	Reconciled		10/31/22	23451	WOOD RODGERS	WWTP CONST GRANT AUG 2022	3,280.00
58657	10/18/22	Reconciled		10/31/22	2087	BASIC PACIFIC	FSA BENEFIT PYMT	30.00
58658	10/20/22	Reconciled		10/31/22	18119	RDO EQUIPMENT CO.	VACTOR RPR	4,105.92
58659	10/25/22	Printed			01414	ALHAMBRA & SIERRA SPRINGS	WATER	306.75
58660	10/25/22	Printed			02901	BUREAU VERITAS NORTH AMERICA	CHEVRON PLAN CHECK	488.75
58661	10/25/22	Reconciled		10/31/22	03401	CHOICE BUILDER	PREMIUMS NOV 2022	460.49
58662	10/25/22	Printed			3425	CINTAS	UNIFORM SVCS SEPT 2022	754.55
58663	10/25/22	Reconciled		10/31/22	3469	CIVIC PLUS	MUNICODE SUPPORT	350.00
58664	10/25/22	Printed			03558	COLFAX SMOG & AUTO REPAIR	PW TRUCK MAINTENANCE	60.08
58665	10/25/22	Reconciled		10/31/22	04592	DACOMM	WWTP INTERNET	103.45
58666	10/25/22	Reconciled		10/31/22	6203	FENNEMORE WENDEL	LEGAL MATTER	1,190.00
58667	10/25/22	Reconciled		10/31/22	7798	G&T TRUCK REPAIR	BACKHOE	9,273.97
58668	10/25/22	Printed			14859	GHD INC.	ENG SVCS SEPT 2022	12,445.00
58669	10/25/22	Reconciled		10/31/22	07570	GRAINGER	WWTP SUPPLIES	55.27
58670	10/25/22	Reconciled		10/31/22	07570	GRAINGER	WWT SUPPLIES	1,041.83
58671	10/25/22	Printed			08660	HUNT AND SONS, INC.	FUEL	1,644.71
58672	10/25/22	Printed			23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASS SEPT 2022	903.75
58673	10/25/22	Printed			13188	MALOTT, LORIDEE	EVENT DEPOSIT REFUND	100.00
58674	10/25/22	Printed			14056	NAVE, CHRIS	CORNHOLE TOURNAMENT DEP REF	100.00
58675	10/25/22	Reconciled		10/31/22	14356	NORTHERN CALIFORNIA GLOVE	RAIN GEAR	341.30
58676	10/25/22	Void	11/10/22		16300	PCWA -PLACER COUNTY	WATER	0.00
58677	10/25/22	Printed			16035	PG&E	ELECTRICITY	22,393.32
58678	10/25/22	Reconciled		10/31/22	16161	PLACER COUNTY EXECUTIVE OFFICE	FIRE SVCS Q1 22/23	18,750.00
58679	10/25/22	Reconciled		10/31/22	16052	PLACEWORKS	GEN PLAN UPDATE/HOUSING ELEM	832.50
58680	10/25/22	Reconciled		10/31/22	17951	R3 CONSULTING GROUP	SB1383 COMPLIANCE SEPT 2022	211.75
58681	10/25/22	Reconciled		10/31/22	19065	SCI CONSULTING GROUP	TOT BALLOT MEASURE	9,314.75
58682	10/25/22	Reconciled		10/31/22	19574	SHANE, LOGAN	BOOT ALLOWANCE 2022	275.00
58683	10/25/22	Reconciled		10/31/22	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	272.78
58684	10/25/22	Reconciled		10/31/22	19474	SIMPSON & SIMPSON	ST REPAIR	5,925.00
58685	10/25/22	Reconciled		10/31/22	19650	STATE BOARD OF EQUALIZATION	Q1 FY 22/23 SALES TAX	196.00
58686	10/25/22	Printed			21105	UNICO ENGINEERING	ARCO/LS 5 INSPECTIONS SEPT 22	7,685.60
58687	10/25/22	Printed			21452	URSU, EMMANUEL	PLANNING SVCS SEPT 2022	18,025.00
58688	10/25/22	Printed			21500	USA BLUE BOOK, INC	WWTP SUPPLIES	328.77
58689	10/25/22	Reconciled		10/31/22	22134	VISION QUEST	TECH SUPPORT NOV 2022	3,800.00
58690	10/25/22	Reconciled		10/31/22	22134	VISION QUEST	TECH SUPPORT SUPPLIES	652.50
58691	10/25/22	Reconciled		10/31/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	227.09
58692	10/25/22	Reconciled		10/31/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	366.48
58693	10/25/22	Reconciled		10/31/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	286.22

Check Register Report

Item 3C

October 2022 Checks Processed

Date: 11/11/2022

Time: 10:25 am

CITY OF COLFAX

BANK: US BANK

Page: 3

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
58694	10/25/22	Reconciled		10/31/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	352.06
58695	10/25/22	Reconciled		10/31/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	520.04
58696	10/25/22	Reconciled		10/31/22	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	38.42
58697	10/25/22	Reconciled		10/31/22	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	227.73
58698	10/25/22	Reconciled		10/31/22	23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	64.67
58699	10/25/22	Reconciled		10/31/22	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	107.10
58700	10/25/22	Printed			23301	WESTERN PLACER WASTE	SLUDGE REMOVAL SEPT 2022	1,405.00
58701	10/25/22	Printed			23450	WINNER CHEVROLET, INC.	PW TIRES	1,144.67
58737	10/25/22	Reconciled		10/31/22	2087	BASIC PACIFIC	FSA BENEFIT PYMT	642.71

Total Checks: 104

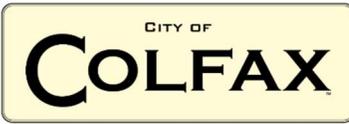
Checks Total (excluding void checks): 951,972.98

Total Payments: 104

Bank Total (excluding void checks): 951,972.98

Total Payments: 104

Grand Total (excluding void checks): 951,972.98



Staff Report to City Council

FOR THE DECEMBER 14, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Quarterly Investment Report – Quarter ended 09/30/22

Budget Impact Overview:

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

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 September 30, 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 1.24% for the quarter ended September 30, 2022.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period October 01, 2022 through March 31, 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 09/30/2022)
3. State of California – PMIA Average Monthly Effective Yields
4. Resolution 29-2014

City of Colfax
Analysis of Treasury Investment Pool
Quarterly Analysis - FY2021-2022
Report Date: 09/30/2022

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 10/14/22



PMIA Average Monthly Effective Yields⁽¹⁾

September	1.513
August	1.276
July	1.090

Quarterly Performance Quarter Ended 09/30/22

LAIF Apportionment Rate ⁽²⁾ :	1.35
LAIF Earnings Ratio ⁽²⁾ :	0.00003699565555327
LAIF Fair Value Factor ⁽¹⁾ :	0.980760962
PMIA Daily ⁽¹⁾ :	1.63%
PMIA Quarter to Date ⁽¹⁾ :	1.29%
PMIA Average Life ⁽¹⁾ :	304

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 09/30/22 \$222.9 billion

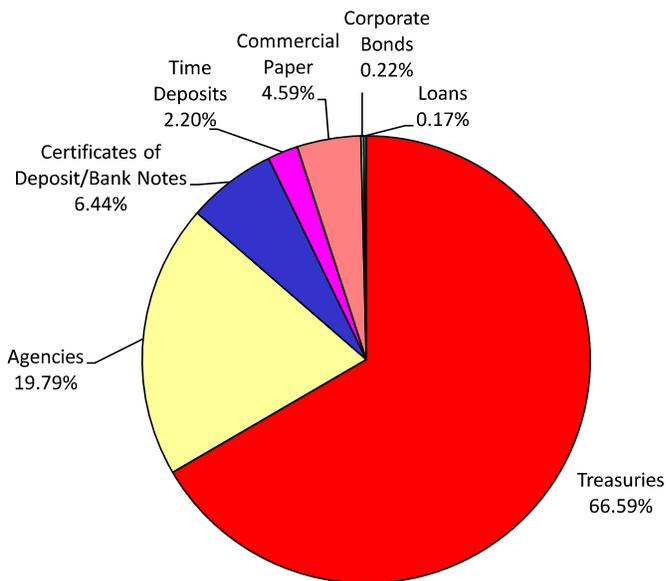


Chart does not include \$3,917,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

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		

City of Colfax City Council

Resolution No 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.

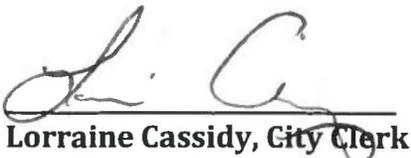
Passed and Adopted this 8th day of October by the following vote:

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.

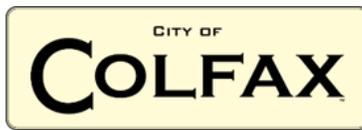
In selecting financial institutions for the deposit or investment of City funds, the City shall consider the credit-worthiness of the institution. Such credit-worthiness shall be monitored on a regular basis throughout the period in which City funds are deposited or invested.

- 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 DECEMBER 14, 2022, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. "Mick" Cabral, City Attorney
Subject: Second Amendment to Maidu Village ARCO Project Subdivision Improvement Agreement

Budget Impact Overview:

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

RECOMMENDED ACTION: Adopt Resolution __-2022 authorizing the City Manager to execute a Second Amendment to the August 31, 2022, Subdivision Improvement Agreement with Colfax Auburn, LLC, for the Maidu ARCO Project.

Summary/Background

The proposed resolution, if adopted, will extend until June 30, 2023, the Owner's obligation to complete all public and private improvements for the Maidu ARCO project, and will continue to require adequate security for completion of those improvements.

On December 12, 2018, the City Council adopted its Resolution 76-2018 whereby it approved a Mitigated Negative Declaration, Vesting Tentative Parcel Map, Master Site Plan and Planned Development Permit for the Maidu Development Project (the "Maidu Development Project") and Resolution 77-2018 approving the design review permit for an ARCO Service Station at the Maidu Village Development Project in the City (the "ARCO Project"). The conditions of Project approval impose upon the project Owner the obligation to install several project improvements prior to obtaining a certificate of occupancy.

On August 31, 2022, upon request by the Owner and with the recommendation of City staff, the Council authorized execution of a Subdivision Improvement Agreement that allowed the Owner to receive a certificate of ARCO Project occupancy before completing all required ARCO Project improvements. The Subdivision Improvement Agreement obliged the Owner to deposit \$36,500.00 as security for completion of the Project improvements and required the improvements to be completed no later than October 31, 2022. The Owner timely deposited the required security, which the City continues to hold.

On November 9, 2022, the City Council, based on demonstrably changed circumstances, authorized the City Manager to execute the First Amendment To Subdivision Improvement Agreement which extended until December 31, 2022, the time for the Owner to complete all Project Improvements.

Circumstances have again changed, such that Owner will not be able to complete all Project Improvements by December 31, 2022. These changed circumstances prompted the Owner to request, and staff to recommend, an extension of the December 31, 2022, deadline to June 30, 2023. The Project Improvements, which were required to be completed no later than December 31, 2022 under the First Amendment to the Subdivision Improvement Agreement, unfortunately were not able to be completed due to rain events that have prevented the use of heavy equipment. The City will continue to require adequate security for all improvements. Outstanding project items that require completion are as follows:

- Complete access road to Mountain Village.

- Remove concrete rubble pile down to first layer.
- Stabilize disturbed areas prior to forecasted rain events, install BMP's to protect Lots 1-3.
- Cover soil stockpiles prior to forecast rain events.
- Compact slope parallel to McDonald's parcel.
- Repair torn gasket on sewer line connection at the front of the store.

Staff recommends that Council adopt the proposed resolution authorizing the City Manager to execute the Second Amendment to the Subdivision Improvement Agreement with Colfax Auburn, LLC.

Fiscal Impact

N/A

Attachments:

1. Resolution __-2022
2. Second Amendment To Subdivision Improvement Agreement

City of Colfax

City Council

Resolution No. __-2022

AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE
SUBDIVISION IMPROVEMENT AGREEMENT WITH COLFAX AUBURN LLC,
FOR THE MAIDU VILLAGE ARCO PROJECT

WHEREAS, on December 12, 2018, the City Council adopted its Resolution 76-2018 whereby it approved a Mitigated Negative Declaration, Vesting Tentative Parcel Map, Master Site Plan and Planned Development Permit for the Maidu Development Project (the “Maidu Development Project”) and Resolution 77-2018 approving the design review permit for an ARCO Service Station at the Maidu Village Development Project in the City (the “ARCO Project”); and,

WHEREAS, the conditions of Project approval require the Project developer and owner, Colfax Auburn, LLC (the “Owner”), to install various public and private Project improvements prior to issuance of a Project certificate of occupancy; and,

WHEREAS, on August 31, 2022, the City Council authorized the City Manager to execute a Subdivision Improvement Agreement that allowed the City to issue a certificate of occupancy for the ARCO Project in exchange for Colfax Auburn LLC’s agreement to complete all Project Improvements no later than October 31, 2022, and the Owner’s deposit of a valid check in the amount of \$36,500.00 to secure completion of the Project improvements; and

WHEREAS, on November 9, 2022, the City Council, based on demonstrably changed circumstances, authorized the City Manager to execute the First Amendment to the Subdivision Improvement Agreement which extended until December 31, 2022, the time for the Owner to complete all Project Improvements; and

WHEREAS, circumstances have again changed such that Owner will not be able to complete all Project Improvements by December 31, 2022, and has requested, and City staff has recommended, an extension to June 30, 2023, to complete all required Project Improvements; and,

WHEREAS, the City Council finds and determines that execution of a second amendment to the Subdivision Improvement Agreement in the form presented to Council and the deposit of security in the form and amount required by that second amendment will adequately protect the City and is in the City’s best interests.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax authorizes the City Manager to execute in the name of the City a Second Amendment To Subdivision Improvement Agreement with Colfax Auburn, LLC, in the form presented to Council for approval.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 14th of December 2022 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Trinity Burruss, Mayor

Marguerite Bailey City Clerk

**SECOND AMENDMENT TO
CITY OF COLFAX
SUBDIVISION IMPROVEMENT AGREEMENT
FOR THE MAIDU VILLAGE ARCO PROJECT**

This Second Amendment to Subdivision Improvement Agreement for the Maidu Village Arco Project (“Second Amendment”) is made and entered by and among the City of Colfax, a Municipal Corporation of the State of California, and General Law City (“City”), and Colfax Auburn, LLC, a California Limited Liability Company (“Owner”). The City and Owner may be referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

This Second Amendment is entered on the basis of the following facts, understandings and intentions of the Parties:

- A. On December 12, 2018, the City Council adopted its Resolution 76-2018 approving a Mitigated Negative Declaration, Vesting Tentative Parcel Map, Master Site Plan and Planned Development Permit for the Maidu Village Development Project (the “Maidu Development Project”) and Resolution 77-2018 approving the design review permit for an ARCO Service Station at the Maidu Village Development Project in the City (the “ARCO Project”).
- B. The conditions of approval for the Maidu Development Project and ARCO Project impose upon the Owner a requirement for installation of certain public and private improvements at Owner expense. For purposes of this Agreement, all public and private improvements required by the Project Approvals will be referred to collectively as the “Project Improvements”.
- C. The Maidu Development Project and ARCO Project Conditions of Approval require the Owner to either construct all public and private Project Improvements to the satisfaction of the City or enter into a subdivision improvement agreement for completion of all public and private improvements prior to issuance of a certificate of occupancy by the City for either Project and provide bonds, proof of workers compensation insurance and general liability insurance in forms and amounts as deemed satisfactory to the City.
- D. Colfax Municipal Code (“CMC”) Section 16.48.30 requires the Owner to provide various forms and amounts of security for completion of Project Improvements. CMC Section 16.48.030 D requires security in sufficient amount deemed necessary by the City to assure faithful performance of the Project Improvements in the event of default or, in the case of a subdivision, where a final map is not prepared and approved. The City and Owner estimate that the cost for completing the Project Improvements required to be completed under this Agreement, which is the basis upon which the amount of all bonding or other security will be required, is \$36,500.00. This estimate, and the final basis upon which all required bonding or other security will be established, may be adjusted by the City.
- E. The City has found that this Agreement is in accordance with applicable provisions of the Colfax Municipal Code and California Law and is in the City’s best interests.

F. Effective August 31, 2022, the Colfax City Council authorized, and the Parties executed, a Subdivision Improvement Agreement for the Maidu Village Arco Project (the “Subdivision Improvement Agreement”) that required, among other things, the Owner to complete all Project Improvements no later than October 31, 2022, and to post security in the amount of \$36,500.00 (the “Security Deposit”). The Owner timely posted its check in the amount of \$36,500.00 as and for the Security Deposit, which the City continues to hold.

G. In accordance with the Subdivision Improvement Agreement, the City issued Owner a certificate of occupancy for the Project on August 31, 2022.

H. On November 9, 2022, the City Council, based on demonstrably changed circumstances, authorized the City Manager to execute the First Amendment To Subdivision Improvement Agreement which extended until December 31, 2022, the time for the Owner to complete all Project Improvements

I. Circumstances have changed since the First Amendment To Subdivision Improvement Agreement was executed, such that Owner will not be able to complete all Project Improvements by December 31, 2022. These changed circumstances prompted the Owner to request an extension of the deadline for completing the Project Improvements. These changed circumstances and others warrant modification of the deadlines established in, and other provisions of, the Subdivision Improvement Agreement.

J. The Parties desire to amend the Subdivision Improvement Agreement to (a) extend the deadline for completing the Project Improvements either as approved or as subsequently modified, to the City’s satisfaction, and (b) to ensure that adequate security for the Project Improvements remains in place.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained in this Second Amendment, the City and Owner agree as follows:

Section 1: Incorporation of Recitals.

1.1 The foregoing Recitals are true and correct statements of fact and are incorporated into this Second Amendment by this reference.

Section 2: Effective Date and Term.

2.1 **Effective Date.** This Second Amendment shall be dated, and the obligations of the City and the Owner shall be effective as of the date upon which this Second Amendment is executed by the City (the “Effective Date”).

2.2 **Term.** The Term of this Second Amendment shall commence on the Effective Date and shall expire on the earlier of June 30, 2023, or when all Project Improvements are completed to the City’s satisfaction.

Section 3: Project Improvements.

3.1 The Parties acknowledge that the Owner timely posted the \$36,500.00 Security Deposit required by the Subdivision Improvement Agreement. The City shall continue to hold the Security Deposit until all Project Improvements as originally approved or as subsequently modified and approved by the City

are completed to the City’s satisfaction. If the Owner fails to complete all Project Improvements to the City’s satisfaction by June 30, 2023, the City may, in its sole discretion, apply the Security Deposit toward the cost of completing the Project Improvements in accordance with Colfax Municipal Code Chapter 16.48. If the Owner completes the Project Improvements to the City’s satisfaction by June 30, 2023, the Security Deposit, or so much thereof that has not been applied to completion of the Project Improvements, will be released to the Owner in accordance with Colfax Municipal Code Chapter 16.48.

3.2 The City may require the Owner to replace the Security Deposit. If the City requires replacement of the Security Deposit, the Owner shall replace the Security Deposit with equal security, or such greater or lesser amount as the City may require any time prior to the completion of the Project Improvements.

Section 4. Subdivision Improvement Agreement Otherwise Unmodified.

4.1 The remainder of the Subdivision Improvement Agreement shall remain in full force and effect. All provisions of the Subdivision Improvement Agreement are applicable to and incorporated into this Second Amendment, except to the extent that such provisions are inconsistent herewith. If any term, condition, or provision of the Subdivision Improvement Agreement is inconsistent with the provisions of this Second Amendment, then the provisions of this Second Amendment shall control to the extent necessary to resolve or interpret any such inconsistency.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Effective Date.

CITY:

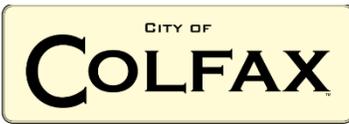
CITY OF COLFAX, a California municipal corporation

By: _____
Wes Heathcock, City Manager
Date:

OWNER:

COLFAX AUBURN, LLC, a California Limited Liability Company

By: _____
Sukhwinder Banghu, Manager
Date:



Staff Report to City Council

FOR THE DECEMBER 14, 2022, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Lease Agreement for City-Owned Property at 99 Railroad Street, Suite 1

Budget Impact Overview:

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

RECOMMENDED ACTION: Adopt Resolution ___-2022 authorizing the City Manager to enter into a 1-year lease with the option of a second year with Denia M. Long and Stephanie N. Layton for 99 Railroad Street, Suite 1.

Summary/Background

The Depot Building at 99 Railroad Street Suite 1 has been leased since 2018 by SmartWay Auto. SmartWay leased the space for \$1.00 per square foot for a total of \$250.00 per month. SmartWay Auto terminated their lease in July 2022.

Tami Hampshire with Foothills Properties is the contracted property Manager for the City of Colfax. Tami advertised Suite 1 on the following sites: LoopNet Commercial, Craigslist, and Social Media advertising sites. The property was advertised at \$1.50 per square foot with no response of interest. Subsequently, the property was advertised at \$1.25 with one call of interest that did not move forward. The property rental value was again reduced to the original value of \$1.00 per square foot. Tami received three parties expressing interest. Denia and Stephanie were the only interested party that followed through with the application process.

Denia M. Long and Stephanie N. Layton have a therapist/counselor professional service office in Folsom. Denia and Stephanie are looking to expand their business with a location in Colfax to service their clients in the area. The prospective tenants' financials and credit more than exceeded the requirements needed to rent the location.

Denia and Stephanie have agreed to lease the suite at the \$1.00 per square feet for \$250.00 a month. The lease is for 1-year with the option to extend for a second year. The first-year term, if approved would begin December 16, 2022, through December 31, 2023.

Staff is recommending council approve the 99 Railroad Street, Suite 1 1-year lease with the option of a second year with Denia M. Long and Stephanie N. Layton.

Fiscal Impacts

N/A

Attachments:

1. Denia M. Long & Stephanie N. Layton Commercial Lease Agreement



COMMERCIAL LEASE AGREEMENT

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

Date (For reference only): December 2, 2022

Foothill Properties, ("Landlord") and
Denia M. Long, Stephanie N. Layton ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 99 Railroad Ave, Unit 1, Colfax, CA 95713 ("Premises"), which comprise approximately _____% 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) December 16, 2022 ("Commencement Date"), (Check A or B):

- A. Lease:** and shall terminate on (date) December 31, 2023 at 5:00 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 Renewal - One (1) year option.

3. **BASE RENT:**

- A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):**
 - (1) \$250.00 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: _____.
- B. Base Rent is payable in advance on the 1st (or _____) 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) PO Box 1531 / 204 S Auburn St #2, 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 () ()

Tenant's Initials () ()



Premises: **99 Railroad Ave, Unit 1, Colfax, CA 95713**

Date **December 2, 2022**

7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>12/16/2022</u> To <u>12/31/2022</u> Date Date	\$ <u>128.65</u>	\$ _____	\$ <u>128.65</u>	<u>12/16/2022</u>
B. Security Deposit	\$ <u>500.00</u>	\$ _____	\$ <u>500.00</u>	<u>12/16/2022</u>
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total	\$ <u>628.65</u>	\$ _____	\$ <u>628.65</u>	

8. **PARKING:** Tenant is entitled to public parking 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: None. 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: missing bathroom fan cover, bathroom ceilings stained, bathroom walls in need of paint. Items listed as exceptions shall be dealt with in the following manner: City of Colfax to fix fan and paint bathroom ceiling. All other improvements are Tenant responsibility.

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. Include in Monthly Rent

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 Licensed Marriage & Family Counselor & Certified Alcohol & Drug Counselor. 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 _____

Landlord's Initials () ()

Tenant's Initials () ()

CL REVISED 12/15 (PAGE 2 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 2 OF 6)



Premises: **99 Railroad Ave, Unit 1, Colfax, CA 95713**Date **December 2, 2022**

- 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) **Vacating Notice to be given on the 1st Day of the Month only.**
- All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
- 25. BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than **\$1,000,000.00** and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ _____, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials () ()

Tenant's Initials () ()

CL REVISED 12/15 (PAGE 3 OF 6)**COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)**

Premises: **99 Railroad Ave, Unit 1, Colfax, CA 95713**

Date **December 2, 2022**

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

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

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

Landlord's Initials _____ / _____ Tenant's Initials _____ / _____

Landlord's Initials () ()

Tenant's Initials () ()

CL REVISED 12/15 (PAGE 4 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)



Premises: **99 Railroad Ave, Unit 1, Colfax, CA 95713**

Date **December 2, 2022**

- 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**
PO Box 1531 / 204 S Auburn St #2
Colfax, CA. 95713

Tenant: **Denia M. Long & Stephanie N. Layton**
13901 Colfax Hwy
Grass Valley, CA. 95945

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:**

- Tenant to comply with City of Colfax sign requirements for this Historic Building. Signs are to match current signs displayed in size, color & print.**
- Security System: Tenant to be aware that current security system controls the entire building. Tenant will have private security code. Stanley Systems will provide a training session at Move-in. If Tenant arrives before or leaves after other Tenants (Chamber and Museum), Tenant will be responsible for arming the entire building. Please introduce yourself to other Tenants to coordinate who will be setting the alarm at close of business. IMPORTANT: IT IS IMPORTANT TO ASSURE THAT OTHER TENANTS HAVE, IN FACT, LEFT THE BUILDING PRIOR TO ALARM BEING SET.**
- Windows will be secured shut due to age and to protect the integrity of the windows. The front door can be propped open for fresh air.**
- Tenant responsible for painting walls in office and bathroom. Paint color to remain neutral.**
- City of Colfax Public Works to install bathroom fan cover and paint ceiling of bathroom.**
- Tenant to apply for a Business License with The City of Colfax.**

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

- 41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.
- 42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.
- 43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.
- 44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
 Listing Agent: **Foothill Properties** (Print Firm Name) is the agent of (check one):
 the Landlord exclusively; or both the Tenant and Landlord.
 Selling Agent: **Foothill Properties** (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):
 the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.
 Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials () ()

Tenant's Initials () ()

CL REVISED 12/15 (PAGE 5 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)



Premises: **99 Railroad Ave, Unit 1, Colfax, CA 95713**

Date **December 2, 2022**

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

Tenant _____ Date _____

Denia M. Long

(Print name)

Address **13901 Colfax Hwy** City **Grass Valley** State **CA** Zip **95945**

Tenant _____ Date _____

Stephanie N. Layton

(Print name)

Address **13901 Colfax Hwy** City **Grass Valley** State **CA** Zip **95945**

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 _____ Date _____

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

Address **PO Box 1531 / 204 S Auburn St #2** 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** DRE Lic. # **02054628**

By (Agent) _____ DRE Lic. # **01745276** Date _____

Tami Hampshire

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

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

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

By (Agent) _____ DRE Lic. # **01745276** Date _____

Tami Hampshire

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

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

© 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, LLC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

CL REVISED 12/15 (PAGE 6 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 6 OF 6)

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

99 Railroad





COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (C.A.R. Form CLCA, 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated December 2, 2022 in which Foothill Properties is referred to as "Landlord" and Denia M. Long, Stephanie N. Layton is referred to as "Tenant". Paragraph 34 of the lease is deleted in its entirety and replaced by the following;

Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:

- A. Landlord states that the Premises have, or have not been inspected by a Certified Access Specialist (CASp).
B. If the Premises have been inspected by a CASp, (1) Landlord states that the Premises have, or have not been determined to meet all applicable construction-related accessibility standards... (2) Tenant has received a copy of the report at least 48 hours before executing this lease...
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..."
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 to the Premises are the responsibility of Tenant, Landlord, Other

Tenant (Signature) Date

Tenant (Print name) Denia M. Long

Tenant (Signature) Date

Tenant (Print name) Stephanie N. Layton

Landlord (Signature) Date

Landlord (Print name) Foothill Properties

Landlord (Signature) Date

Landlord (Print name)

© 2016-2019, 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

CLCA REVISED 11/16 (PAGE 1 OF 1)

Reviewed by



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

Foothill Properties, PO Box 1531 / 204 S Auburn St #2 Colfax CA 95713 Phone: 5303083320 Fax: 5303469797 99 Railroad Tami Hampshire Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwlf.com



**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For
Pre-1978 Housing Sales, Leases, or Rentals
(C.A.R. Form LPD, 12/21)**

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR Residential Lease or Month-to-Month Rental Agreement, Other: _____, dated 12/02/2022, on property known as: 99 Railroad Ave, Unit 1, Colfax, CA 95713 ("Property") in which Denia M. Long, Stephanie N. Layton is referred to as Buyer or Tenant and Foothill Properties is referred to as Seller or Landlord. Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Seller or Landlord Foothill Properties Date _____

Seller or Landlord _____ Date _____

© 2021, CALIFORNIA ASSOCIATION OF REALTORS®, INC.

LPD 12/21 (PAGE 1 OF 2)

Tenant's Initials _____ / _____ Buyer's Initials _____ / _____



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (LPD PAGE 1 OF 2)

Foothill Properties, PO Box 1531 / 204 S Auburn St #2 Colfax CA 95713 Phone: 5303083320 Fax: 5303469797 99 Railroad
Tami Hampshire Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Property Address: **99 Railroad Ave, Unit 1, Colfax, CA 95713**

Date **December 2, 2022**

2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Foothill Properties By _____
 (Please Print) Agent (Broker representing Seller or Landlord) Associate-Licensee or Broker Signature Date
Tami Hampshire

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in **paragraph 1** above and the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

For Sales Transactions Only: Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Buyer or Tenant	Date	Buyer or Tenant	Date
Denia M. Long		Stephanie N. Layton	

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Foothill Properties By _____
 Agent (Broker obtaining the Offer) Associate-Licensee or Broker Signature Date
Tami Hampshire

© 2021, 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.

RLBS 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





Proclamation

WHEREAS, CHP Officer Chris Nave has been a dedicated public servant to the community and City of Colfax. Law enforcement runs in Chris's family history. His Grandfather Nave served as an officer with the Los Angeles Police Department and the Placer County Sheriff Department and his Grandfather Libolt served as a military policeman in the U.S. Army. Colfax High coaches, Dick Adams and Buck Wheat, who were also CHP officers at the Gold Run Office, gave Chris inspiration for making CHP a great career choice; and,

WHEREAS, At Colfax High School, after being quarterback on the football team, Chris' leadership and prowess led to awards of All League and All-Metro. As an All-League point guard and team captain, Chris led the Falcon's basketball team to many victories. As a pitcher and first baseman for the baseball team, Chris received All-Metro recognitions and a sports/academic scholarship to CSUS where he received his BA and MA in criminal justice: and,

WHEREAS, Chris became an officer serving at the Sacramento County Probation Department. Then came the acceptance to be an officer in the CHP where Chris served 10 years in the offices of Redwood City, Dublin and Vallejo. Chris was eventually successful in receiving a transfer to the Gold Run office. Chris served as a regular patrol officer until 2013, after which he became the CHP Public Information Officer. Having coached many different sports before his CHP appointment, Chris also wished to get back into coaching; and,

WHEREAS, Chris has been married to his wife Kristin for 27 years, and the couple has two children. Daughter Aubrey, a student at Arizona State and son Bradley, a junior at Colfax High. Per Lt. Frank Newman, Chris is known to be an officer of extremely high work ethic and integrity. Throughout his career, he has been a friend and mentor to all. He always remained firm and fair in his enforcement of the law while showing great compassion to the citizens we serve. He has taken a great interest in our local community as a coach and mentor to our youth. In his years of dedicated service, he has received multiple awards and commendations.

NOW THEREFORE, the City of Colfax City Council, does hereby recognize and congratulate, with great gratitude of his dedication and sacrifice of 29 years of service, Officer Chris Nave.

Signed this 14th day of December 2022

Trinity Burruss, Mayor

Marnie Mendoza, Mayor Pro Tem

David Ackerman, Councilmember

Sean Lomen, Councilmember

Joseph John Fatula, Jr, Councilmember



Proclamation

WHEREAS, CAL FIRE Assistant Chief Mike Rufenacht has been a Placer County resident since 1986 and started his fire service career with the South Placer Fire Protection District. Mike served the district for many years promoting to the rank of Captain. In 2007, he came to CAL FIRE where he worked as a Captain in both the Grass Valley Emergency Command Center and at Auburn Headquarters as a Station Captain. Mike holds an AA in Fire Science from Sierra College and a Bachelor's Degree in Occupational Studies from California State University, Long Beach; and,

WHEREAS, In 2013, Mike attended the CAL FIRE POST Academy where he became certified as a California State Peace Officer and Fire Investigator. He served 7 years in the Prevention Bureau as a Prevention specialist and Law Enforcement Bureau Chief. As the Eastern Division Assistant Chief, Mike was responsible for three field Battalions and oversaw the Placer Center Fire Crews and the Fire Prevention Bureau. The Eastern Division spans one of our largest geographical areas including the Interstate 80 corridor from the western slope foothills through the Truckee basin and across the north end of Lake Tahoe and Eastern Sierra County; and,

WHEREAS, In his career, Mike has been a member and instructor on the Swiftwater and Technical Rescue Team, was a member of the Placer County Fire Department Haz Mat Team, and is a certified CSFM Fire Investigator and Fire Officer. In his peace officer duties, he was active in the training and development of the dignitary protection program, use of force policies, and Tactical EMS program management for the PCFD. Mike serves as an investigator on Serious Accident Review Team incidents and has been instrumental in building an allied relationship between the Placer County Sheriff's Office and the Placer County Fire Department; and,

WHEREAS, Mike has served the community of Colfax and Placer County for 39 dedicated years.

NOW THEREFORE, City of Colfax City Council, do hereby recognize and congratulate, with great gratitude, CAL FIRE Assistant Chief Mike Rufenacht.

Signed this 14th day of December 2022

Trinity Burruss, Mayor

Marnie Mendoza, Mayor Pro Tem

David Ackerman, Councilmember

Sean Lomen, Councilmember

Joseph John Fatula, Jr, Councilmember

December 6, 2022

City of Colfax
33 So Main St
Colfax, CA 95713

RE Donation and Installation of Historic Railroad Equipment in Colfax

Dear Madam Mayor and members of the City Council,

The purpose of this letter and City Council meeting presentation is to inform you of an opportunity for the City of Colfax to receive donations of historic railroad track signal equipment to install for an interpretive display in a suitable site near the historic Colfax Passenger Depot.

The Union Pacific Railroad (UP) recently retired 2 vintage searchlight track signals from use on the mainline railroad near Donner Summit. One signal is being designated for a historic railroad equipment display near the tracks close to downtown Truckee. UP wishes to donate the second vintage signal to the City of Colfax for the purpose of a similar display of historic railroad equipment. In conjunction, the Placer Sierra Railroad Heritage Society (PSRHS) possesses an even older vintage semaphore track signal to accompany the UP donated signal. Together, the two signals would be an attractive addition to enhance the interpretation of the history of the Transcontinental Railroad through the City of Colfax.

Members of PSRHS and a UP signal department employee have identified a suitable site to erect these two signals for display to the public near the northeast corner of the historic Southern Pacific passenger depot building. See the accompanying photograph on page 2 for the proposed site. We believe this would be an appropriate location for this historic railroad equipment display. This site was earmarked for the display of historic railroad equipment as part of the Depot Renovation Project that occurred between 2000 and 2007. In anticipation of using this site for eventual displays, empty underground conduit was installed before paving commenced around the depot building. This would allow electrical wiring to be fed underground from the depot building to this display location and provide power to equipment displays such as the one proposed here.

A proposed plan of action is provided below if the council approves the conceptual display and location for the signals.

Display Proposal

The members of PSRHS and the signal department of UP wish to ask the City Council members to evaluate this proposal to receive and install these vintage railroad signals to create a historic display adjacent to the Depot. If the Council is receptive to the concept, then PSRHS will begin steps to plan the construction project. These steps will include the identification of construction tasks, prepare an engineering plan, cost analysis, solicitation of contractor donations for labor and equipment, etc. We anticipate that costs to the City of Colfax will be minimal.



Location of the Proposed Vintage Railroad Signal Display Next to the Depot

The attached pages provide a description and photographs of these two vintage signals prepared by Dick Dorn, a railroad historian, along with photos of a semaphore type signal that was originally located on the track side of the Colfax passenger depot.

Sincerely,
Jim Wood and Roger Staab, for Placer-Sierra Railroad Heritage Society

Semaphore and Searchlight Signals

Semaphore Signal

The semaphore type signal was developed in 1898 and was first used on the Southern Pacific RR in the early 1900's. Semaphore signals were used by the Southern Pacific between Colfax and Roseville.

Searchlight Signal

The searchlight type signal was developed in 1928 and eventually replaced the earlier semaphore signals. These were used on the Southern Pacific between Roseville and Sparks, Nevada, beginning in the late 1940's.

The last two vintage searchlight signals used on Donner Pass between Roseville and Sparks were saved from the scrapyard by UP. They were in service at Norden until last year. UP plans on installing one of these searchlight signals in Truckee alongside a vintage semaphore signal that was donated by Dick Dorn. The proposed display in Colfax would mimic the display in Truckee.

Both these signal types have great historic value to them as they represent the signals used on the Transcontinental Railroad through Colfax and over Donner Pass in times past.

Attached are two pages of photos. The first photo page shows the two searchlight signals in service at Norden (Donner Summit) before removal, and the semaphore signal that is destined for installation at Truckee.

The second photo page shows two views of a semaphore type signal that was originally located on the track side of the Colfax passenger depot.



Searchlight Signals at Donner Summit



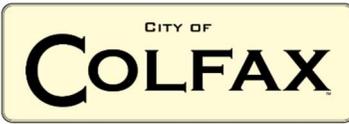
Vintage Semaphore Signal



The semaphore type train order signal in front of the Colfax Depot (steam era)



The semaphore type signal in front of the Colfax Depot in the diesel era



Staff Report to City Council

FOR THE DECEMBER 14, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Mitigation Impact Fees – Annual Report

Budget Impact Overview:

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

RECOMMENDED ACTION: Conduct public hearing, review annual report, consider public and staff comments, accept report and adopt Resolution No. _____: Accepting And Approving the Annual AB 1600 Mitigation Fee Report And Making Findings Pursuant To Colfax Municipal Code Chapter 3.56 And The Mitigation Fee Act (Government Code §66000 Et Seq)

Summary/Background

The State of California, through the enactment of Government Code Section 66000 et seq. (the “Mitigation Fee Act”), conferred upon local government units authority to adopt fees imposed on a broad class of projects and fees imposed on specific projects for the purpose of defraying all or a portion of the cost of public facilities related to the development project. The City of Colfax Municipal Code Chapter 3.56 established the local authority for imposing Mitigation Impact Fees as allowed by the Mitigation Fee Act.

Colfax Municipal Code §3.56.120B requires the City to complete an annual AB1600 Mitigation report and Council to review the annual report at a noticed public hearing. At the close of the hearing, the Council must determine whether the mitigation impact fee amounts continue to be reasonably related to the impact of development and whether the described public facilities are still needed. The Council is authorized to revise the mitigation impact fees to include additional projects not previously foreseen as being needed.

The City maintains separate fund accounts for each mitigation fee type. The City has established the following Mitigation Impact Fees:

1. Fund 210 - Roads
2. Fund 211 - Drainage
3. Fund 212 - Trails
4. Fund 213 - Parks and Recreation
5. Fund 214 - City Buildings
6. Fund 215 - City Vehicles
7. Fund 217 - Downtown Parking
8. Fund 342 - Fire Construction Fees
9. Fund 343 - Recreation Construction Fees

These funds earn and accumulate interest and all expenditures from these funds have been for the purpose for which the fees were collected. A detailed financial analysis by fund and a schedule of mitigation fees are attached as part of this report.

Mitigation Fees are accounted for using the accounting method known as FIFO (first in, first out), which means the first revenue received is assumed to be the first spent. State law and the Colfax Municipal Code require the City to prepare an annual report for each fund established to account for Mitigation Impact Fees. The report must

include (1) A brief description of the type of fee in the account or fund (Government Code §66006(b)(1)(A)) , (2) the amount of the fee (Government Code §66006(b)(1)(B)), (3) the beginning and ending balance of the account or fund (Government Code §66006(b)(1)(C)), (4) the amount of the fees collected and the interest earned (Government Code §66006(b)(1)(D)), (5) an identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with the fees (Government Code §66006(b)(1)(E)), (6) an identification of an approximate date by which the construction of the public improvement will commence if the city determines that sufficient funds have been collected to complete financing on an incomplete public improvement (Government Code §66006(b)(1)(F)), (7) a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan (Government Code §66006(b)(1)(G)) and (8) the amount of refunds made and allocations made if the cost of making a refund exceeds the amount to be refunded.

Public Notice

This report was available at City Hall counter by: November 21, 2022

Notice of Public Hearing was published: Auburn Journal December 4, 2022

Staff recommends that Council Accepts And Approves the Annual AB 1600 Mitigation Fee Report And Makes Findings Pursuant To Colfax Municipal Code Chapter 3.56 And The Mitigation Fee Act (Government Code §66000 Et Seq).

Attachments:

1. Resolution 2022-XX
2. Annual AB1600 Report
3. Mitigation Fee Schedule

The 2006 Mitigation Fee Study and 2006 Mitigation Fee Council Minutes are available at City Hall.

**City of Colfax
Annual Report on Mitigation Fees Per Government Code 66000
AB1600 Statement - Fiscal Year 2021-2022**

Analysis of Change in Fund Balance

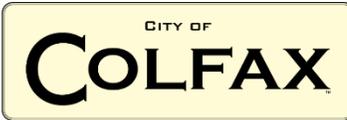
	Roads 210	Drainage 211	Trails 212	Parks & Rec 213	City Building 214	City Vehicle 215	Downtown Parking 217	Recreation Construction 342	Fire Construction 343	Total
Beginning Balance 07/01/21	\$ 254,267.67	\$ 5,387.73	\$ 74,289.42	\$ 188,845.17	\$ 74,146.54	\$ 16,031.29	\$ 51,469.41	\$ 75,543.21	\$ 75,543.68	\$ 815,524.12
REVENUE										
Fees Collected*	\$ 84,240.26	\$ -	\$ 557.88	\$ 2,837.23	\$ 26,990.58	\$ 6,057.01	\$ 22,176.85	\$ 150.00	\$ 150.00	\$ 143,159.81
Interest Earnings	\$ 923.00	\$ 20.17	\$ 279.38	\$ 714.09	\$ 352.11	\$ 76.76	\$ 175.34	\$ 282.97	\$ 282.97	\$ 3,106.79
Other Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers in	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 85,163.26	\$ 20.17	\$ 837.26	\$ 3,551.32	\$ 27,342.69	\$ 6,133.77	\$ 22,352.19	\$ 432.97	\$ 432.97	\$ 146,266.60
EXPENDITURES										
Project Expenditures	\$ 197,939.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,430.50	\$ -	\$ -	\$ 228,370.39
Refunds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 197,939.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,430.50	\$ -	\$ -	\$ 228,370.39
Revenue Over/(Under) Expenditures	\$(112,776.63)	\$ 20.17	\$ 837.26	\$ 3,551.32	\$ 27,342.69	\$ 6,133.77	\$ (8,078.31)	\$ 432.97	\$ 432.97	\$(82,103.79)
Ending Balance at 06/30/22	\$ 141,491.04	\$ 5,407.90	\$ 75,126.68	\$ 192,396.49	\$ 101,489.23	\$ 22,165.06	\$ 43,391.10	\$ 75,976.18	\$ 75,976.65	\$ 733,420.33

Expenditures by Project

	Roads 210	Drainage 211	Trails 212	Parks & Rec 213	City Building 214	City Vehicle 215	Downtown Parking 217	Recreation Construction 342	Fire Construction 343	Total	Percentage Funded with Mitigation Fees
Project: Roundabout Monument	\$ 71,633	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,633	100%
Project: S Auburn/Whitcomb Improvements	\$ 126,307	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,307	100%
Project: 101 RR Parking Lot Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,431	\$ -	\$ -	\$ 30,431	100%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Expenditures by Project	\$ 197,940	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,431	\$ -	\$ -	\$ 228,370	

**MITIGATION FEE BY LANDUSE & TYPE
COLFAX MITIGATION FEE STUDY**

Mitigation Fee 3.56		Single	Multi	Office	Retail	Industrial
Item	Code/Ordinance Section	Family	Family	Building	Building	Building
		per unit	per unit	per 1000 sf	per 1000 sf	per 1000 sf
Roads	3.56.030A	\$ 1,802	\$ 1,301	\$ 5,285	\$ 6,342	\$ 1,172
Drainage Study	3.56.030B	\$ 74	\$ 48	\$ 57	\$ 68	\$ 43
Drainage systems on e-w culverts	3.56.030C	\$ 3,416	\$ 2,216	\$ 2,616	\$ 3,139	\$ 1,962
Trails	3.56.030D	\$ 1,125	\$ 787	\$ 35	\$ 31	\$ 12
Park & Rec.	3.56.030E	\$ 5,731	\$ 4,011	\$ 178	\$ 160	\$ 63
City Buildings	3.56.030F	\$ 684	\$ 494	\$ 2,007	\$ 2,409	\$ 445
City Vehicles	3.56.030G	\$ 130	\$ 94	\$ 380	\$ 456	\$ 84
Downtown Parking	3.56030H	\$ 581	\$ 420	\$ 1,705	\$ 2,046	\$ 378
Mitigation Fee Study		\$ -	\$ -	\$ -	\$ -	\$ -
				sf building, example		
		per unit	per unit	Totals for a 10,000		
Total		\$ 13,543	\$ 9,372	\$ 122,628	\$ 146,522	\$ 41,595
Totals areas not using e-w culverts		\$ 10,126	\$ 7,156	\$ 96,465	\$ 115,128	\$ 21,974



Staff Report to City Council

FOR THE DECEMBER 14, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Marguerite Bailey, City Clerk
Subject: Declaring the results of the General Municipal Election held on November 8, 2022 for election of City Councilmembers, and voter response to Measure B.

Budget Impact Overview:

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

RECOMMENDED ACTION: Adopt Resolution ___-2022 declaring the results of the General Municipal Election held on November 8, 2022 1.) Electing 3 City Councilmembers and 2.) adopting Ordinance № 548 Amending Colfax Municipal Code Title 3, Chapter 3.20 to Charge the Transient Occupancy Tax on All Persons Receiving Revenue from Hotel Occupancy (Such as On-Line Hotel Brokers and Vacation Rental Agencies) and Increasing the Rate to 10%.

Summary/Background

A General Municipal Election was held in the City of Colfax on Tuesday, November 8, 2022. That election was consolidated with the statewide General Election as allowed by law.

In Colfax, 1,448 votes were cast to fill three City Council seats with four-year terms. Six candidates ran to fill the open three seats. Measure B was also on the ballot, garnering 677 votes.

Measure B read: “To support essential City services, including police, fire, road and pothole repair, and parks and recreation, shall the measure increasing the Transient Occupancy Tax (paid only by hotel/motel/short-term rental guests) rate from 8% to 10% and expanding the obligation to collect Transient Occupancy Tax to all persons receiving compensation from such rentals, generating an estimated \$29,000 annually until ended by the voters, be adopted?”

Measure B had to have a majority vote to go into effect under California Constitution Article XIIIIC, Section 1(c).

The results of the official canvass of the votes that was certified on December 7, 2022 are:

Measure B Vote Distribution	
Yes	473 (69.87%)
No	204 (30.13%)

Candidate for City Council Member (4-year term)	Number of Votes	Percent of Votes Cast
Trinity Burruss	368	25.41%
Sean Lomen	331	22.86%
Kim A. Douglass	219	15.12%
Rosendo “Rocky” Orozco	208	14.36%

Joseph John Fatula, Jr.	183	12.64%
Larry Hillberg	139	9.60%

Zero (0) votes were cast for write-in candidates.

The official canvass of the votes establishes that Trinity Burruss, Sean Lomen, and Kim A. Douglass are duly elected to the office of Member of the Colfax City Council for four-year terms. Measure B passed and becomes effective January 1, 2023. The official canvass of the votes was timely submitted as required by law.

California law requires the City Council to adopt a resolution declaring the fact of the election, the total votes cast, the names of the persons voted for, the office for which each person was voted for and the number of votes given to each person. See Elections Code Section 10263. The resolution must be adopted before the new Council Members are administered the Oath of Office. The attached resolution meets all legal requirements.

Since this was a consolidated election, the City Council is required to declare the results of the election no later than its first regular meeting after the official canvass of election returns. December 14, 2022 is the first regular Colfax City Council meeting after the official canvass and is the appropriate time to adopt the proposed resolution.

Attachments:

1. Resolution__-2022
2. Ordinance 548

City of Colfax

City Council

Resolution No. __-2022

DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION
HELD ON NOVEMBER 8, 2022 FOR ELECTION OF CITY COUNCILMEMBERS AND VOTER
RESPONSE TO MEASURE B

WHEREAS, a General Municipal Election was held in the City of Colfax on Tuesday, November 8, 2022 as required as required by law; and,

WHEREAS, notice of said election was duly and regularly given, voting precincts were properly established and furnished, and in all respects said election was held and conducted and the votes cast therat received and canvassed and the returns thereto made; and,

WHEREAS, it determined the City Council has received the canvass of the County Clerk certifying the results of said election and finds that the number of votes cast, the names of the persons voted for and other matters required by law, to be as hereinafter stated.

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

1. A General Municipal Election was held and conducted in the City of Colfax on Tuesday, the 8th day of November 2022 in time, form and manner as required by law with the following results.
2. There were 3 voting precincts established for the City of Colfax for the purpose of holding said election.
3. The total number of votes cast in the City of Colfax at said election was 1,448 for the members of the City council four-year term and 677 concerning Measure B.
4. The names of the persons receiving votes, the offices for which they received votes and the number of votes received by each of said person are as follows:

Candidate	Office Sought	Number of Votes
Trinity Burruss	City Councilmember – 4 year	368
Sean Lomen	City Councilmember – 4 year	331
Kim A. Douglass	City Councilmember – 4 year	219
Rosendo “Rocky” Orozco	City Councilmember – 4 year	208
Joseph John Fatula, Jr	City Councilmember – 4 year	183
Larry Hillberg	City Councilmember – 4 year	139

Zero (0) votes were cast for write-in candidates.

5. At the General Municipal Election held in the City of Colfax on November 8, 2022, Trinity Burruss, Sean Lomen, and Kim A. Douglass were duly elected to the office of City Council Member for the full

term of four (4) years from and after December 14, 2022 and until a successor is elected and qualified, as determined by a majority of the votes cast.

6. At the General Municipal Election held in the City of Colfax on November 8, 2022, Measure B read: “To support essential City services, including police, fire, road and pothole repair, and parks and recreation, shall the measure increasing the Transient Occupancy Tax (paid only by hotel/motel/short-term rental guests) rate from 8% to 10% and expanding the obligation to collect Transient Occupancy Tax to all persons receiving compensation from such rentals, generating an estimated \$29,000 annually until ended by the voters”. As a measure imposing a general tax, the measure required a majority vote. 677 votes were cast regarding Measure B.

Measure B Vote Distribution	
Yes	473 (69.87%)
No	204 (30.13%)

Measure B passed and becomes effective January 1, 2023.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 14th of December, 2022, by the following vote of the Council:

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

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey, City Clerk

CITY OF COLFAX

ORDINANCE NO. 548

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

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

Section 1.

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

Section 2. Superseding Provisions.

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

Section 3. Severability.

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

Section 4. California Environmental Quality Act Findings.

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

FINDING OF NO PROJECT

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

EXHIBIT A
ORDINANCE

FINDING OF EXEMPTION

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

Section 5. Election.

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

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

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

Section 7. Adoption and Effective Date.

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

Section 8. Execution.

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

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

Trinity Burruss, Mayor

APPROVED AS TO FORM:

ATTEST:

Alfred Cabral
City Attorney

Marguerite Bailey
City Clerk

**CITY OF COLFAX
ORDINANCE NO. 548**

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

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

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

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

“Operator” means

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

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

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

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

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

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

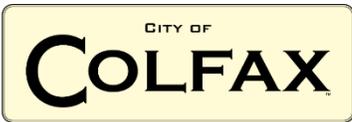
**EXHIBIT A
ORDINANCE**

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

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

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

EXHIBIT A
ORDINANCE



Staff Report to City Council

FOR THE DECEMBER 14, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Marguerite Bailey, City Clerk
Subject: Oath of Office and Seating of New Councilmembers

Budget Impact Overview:

N/A: <input checked="" type="checkbox"/>	Funded:	Un-funded:	Amount:	Fund(s):
--	---------	------------	---------	----------

RECOMMENDED ACTION: Recognition of retiring Councilmembers and Oath of Office of newly elected Councilmembers from the term beginning December 14, 2022 through the first City Council Meeting after the Certification of the November 2026 election.

Summary/Background

The City of Colfax would like to formally recognize Councilmember Joseph John Fatula, Jr's committed service on the Colfax City Council from 2018-2022. His hard work and attention to detail has been evident in many City projects. His diligent and dedicated work ethic are dully noted.

Newly elected City Councilmembers will take their Oath of Office and accept their position.

**OATH OF OFFICE
 FOR PUBLIC OFFICERS AND EMPLOYEES
 (State Constitution, Art. XX, Sec. 3 as amended)**

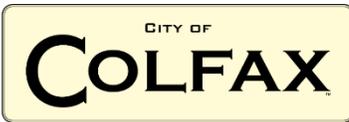
STATE OF CALIFORNIA }
 COUNTY OF PLACER } §

I, _____ do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties of Councilmember upon which I am about to enter into in and for the City of Colfax, County of Placer, State of California, according to the best of my ability.

 _____, Councilmember

Subscribed and sworn to before me this 14th day of December, 2022.

 City Clerk



Staff Report to City Council

FOR THE DECEMBER 14, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. “Mick” Cabral, City Attorney
Subject: Rotation of City Council Officers: Mayor and Mayor Pro Tem

Budget Impact Overview:

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

RECOMMENDED ACTION: Select a Mayor and Mayor Pro Tem to serve in 2023.

Summary/Background

The ceremonial nature of the first Colfax City Council meeting in December usually involves rotating the Mayor and Mayor Pro Tem chairs. The rotation is typically accomplished by nominations to fill both seats and adoption of motions approving the nominations.

To a limited extent, the Mayor/Mayor Pro Tem selection process is statutory. Government Code §36801 requires the City Council to meet at the meeting at which the declaration of election results is made and choose a Mayor and a Mayor Pro Tem after the election results are formally declared and the oath of office is administered to the newly elected Council members. The statute does not otherwise address how a Mayor or Mayor Pro Tem is selected.

Council adopted a policy to address the selection process not covered by the law. On October 23, 2019, the Council adopted the following policy regarding the selection of Mayor and Mayor Pro Tem:

“The Council’s general policy is that every member should have the opportunity to rotate into and serve as Mayor Pro Tem and Mayor for succeeding one-year terms in each position. The Council reserves discretion to vary from this policy and the procedures it establishes.

1. The Council will choose one of its members as Mayor and one of its members as Mayor Pro Tem as follows:
 - A. At the first regular Council meeting in December of each year during which there is no general election, the Council shall, by majority vote of a quorum present and voting, select its Mayor and Mayor Pro Tem for the ensuing calendar year.
 - B. In years during which there is an election of members of the Council, the selection shall be made following the declaration of the election results and installation of the members elected. That selection will be made at the first regular Council meeting in December provided, however, that if for any reason the declaration of election results is delayed beyond the first meeting in December, then the selection of Mayor and Mayor Pro Tem shall be made at the meeting at which the declaration of election results is made, and after the declaration and installation of the members

elected.

2. This is the process the Council will follow each time a Mayor and Mayor Pro Tem is selected:
 - A. The Mayor Pro Tem shall be seated as Mayor.
 - B. The Council shall by majority vote of a quorum present and voting select one of its members to serve as Mayor Pro Tem
 - C. Council members who have served as Mayor Pro Tem or Mayor since their most recent election or appointment to the Council shall serve as Mayor Pro Tem after Council Members who have not served in either position
 - D. The public shall be invited to comment on the selection of Mayor and Mayor Pro Tem before a vote of the Council on either office is taken.”

If the Council follows this most recently adopted policy, then Mayor Pro Tem Mendoza will assume the position of Mayor and another member of the City Council will be seated as Mayor Pro Tem. The policy preserves the Council’s discretion to vary from the established rotation.

There is no legally defined process by which Council members are nominated for the office of Mayor or Mayor Pro Tem. Robert’s Rules of Order does not require nominations to be seconded, but Colfax has never formally adopted Robert’s Rules as its parliamentary procedure. The custom in Colfax is for nominations to be made and seconded. Once all nominations are made, those for which a second has also been made are voted on. The first nominee to receive the required number of votes is then seated.

The Council policy requires a majority vote of a quorum present and voting to select its Mayor and Mayor Pro Tem. If four or five Council members are present and voting, three affirmative votes are required to make the selection. If three Council members are present and voting, two affirmative votes are required to make the selection.

Selection of Mayor and Mayor Pro Tem is uniquely a function of the Council. The Council establishes City Policy which staff is bound to implement. It is not appropriate for staff to become involved in the Council’s selection of its officers except to provide factual information for Council’s consideration.