

# City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Kim Douglass · Mayor Pro Tem Sean Lomen  
Councilmembers Caroline McCully · Larry Hillberg · Trinity Burruss

## REGULAR MEETING AGENDA

November 13, 2024  
Regular Session 6:00 PM  
Closed Session to Follow

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

ZOOM at

<https://us02web.zoom.us/j/84968570574>

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

**849 6857 0574**

1 669 900 6833 / 1 669 444 9171 / 1 719 359 4580 / 1 253 205 0468

View Only on Facebook Live on our City of Colfax page: City of Colfax, California.

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

### 1 OPEN SESSION

- 1A. Call Open Session to Order
- 1B. Pledge of Allegiance
- 1C. Roll Call
- 1D. 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.

#### 1E. Statement of Conflict of Interest

### 2 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

#### 2A. Minutes

*Pages 5-9*

**Recommended Action:** By Motion, approve the Colfax City Council minutes of 10/23/2024.

#### 2B. Quarterly Investment Report – Quarter ended September 30, 2024

*Pages 10-18*

**Recommended Action:** Accept and File.



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

**November 13, 2024**

## 2C. CDBG – Public Participation Plan

Pages 19-25

**Recommended Action:** Adopt Resolution \_\_-2024 Public Participation Plan in accordance with 24 CFR and HCD's Public Participation Plan and Chapter 4 of the Grants Management Manual.

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

## 3 AGENCY REPORTS

- 3A. Placer County Sheriff's Office
- 3B. California Highway Patrol
- 3C. Placer County Fire Department/CALFIRE
- 3D. Non-Profits

## 4 PRESENTATIONS

### 4A. Approval of Contract with Eco Green Solutions

Pages 26-47

**Recommended Action:** Adopt Resolution \_\_-2024 authorizing the City Manager to execute an agreement with Eco Green Solutions to Provide LED lighting replacement at the Lion's Children's Park, and the Sheriff's Substation.

## 5 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.**

### 5A. Short-Term Rental Planning Deposit Fee Schedule Amendment

Pages 48-52

**Recommended Action:** Adopt Resolution \_\_-2024 to adopt an amendment to the Standard Planning Application Planning Deposit Fee Schedule to establish a Short-Term Rental Fee.

### 5B. General Plan Housing Element Required Action Items – Zoning Code Amendments

Pages 53-75

**Recommended Action:** Introduce the Proposed ordinance by title only, conduct a public hearing, waive the first reading and schedule the proposed ordinance for a second reading and adoption at the next regular City Council meeting currently scheduled for December 11, 2024, to be effective 30 days after adoption.

## 6 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.*



## 7 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.*

### 7A. Committee Reports and Colfax Informational Items – All Councilmembers

### 7B. City Operations Update – City Manager

## 8 COUNCIL BUSINESS (None)

### 8A. The Railroad Heritage Park Committee Request for Funding

*Pages 76-78*

**Recommended Action:** Adopt Resolution \_\_-2024 authorizing a donation of \$5,000 for the Relocation of the Caboose, and the development of a Rail Park Museum.

### 8B. 2024 Winterfest Celebration Funding Request

*Pages 79-88*

**Recommended Action:** Adopt Resolution \_\_-2024 approving a \$7,000.00 donation to the Colfax Area Chamber of Commerce to help fund fireworks for the 2024 Winterfest Celebration.

## 9 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.*

### 9A. Public Comment on Good of the Order

*Members of the public are permitted to address the Council on matters that relate to general welfare of the City that have not been previously discussed on this agenda. Oral comments may not exceed five (5) minutes. Written comments should not exceed 800 words.*

## 10 CLOSED SESSION

### 10A. Public Comment (On Closed Session Items only)

### 10B. By Consensus of the Council, adjourn to a Closed Session

### 10C. Roll Call

### 10D. Conference with Real Property Negotiator (Gov. Code, § 54956.8)

Property Address: 962 South Canyon Way; 1534 South Canyon Way; 1624 South Canyon Way

Agency Negotiator: Ron Walker

Negotiating Parties: David Gard; Sierra Property Development; Winner Chevrolet

Under Negotiation: Price and terms of payment

### 10E. Conference with Real Property Negotiator (Gov. Code, 54956.8)

Property address: 99 Railroad St.

Agency Negotiator: Ron Walker

Negotiating Parties: Tammy Hampshire

Under Negotiation: Price and terms of payment

### 10F. Public Employee Performance Evaluation Pursuant to Government Code Section 54957

**Title: City Manager**

## 11 ADJOURNMENT



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**November 13, 2024**

I, Amanda Ahre, 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/>



Amanda Ahre, 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.

LEVINE ACT WARNING: In certain instances, parties, participants, and their agents before the City Council are subject to the campaign disclosure provisions detailed in Government Code Section 84308, California Code of Regulations Sections 18438.1 through 18438.8, and Fair Political Practices Commission Opinion 0-22-002. All parties, participants, and their agents are hereby directed to review these sections for compliance. If you believe that these provisions apply to you or a Council Member, please inform the City Clerk at the earliest possible opportunity.





# City Council Minutes

Regular Meeting of Colfax City Council

Wednesday, October 23, 2024

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

1 **CLOSED SESSION (NONE)**

2 **OPEN SESSION**

2A. **Call Open Session to Order** – Mayor Douglass called the session to order at 6:03 pm

2B. **Pledge of Allegiance** – A representative from PCWA lead the Pledge of Allegiance.

2C. **Roll Call**

**Present:** Councilmember Burruss, Councilmember Hillberg, Mayor Pro Tem Lomen,  
Councilmember McCully, Mayor Douglass

**Absent:**

2D. **Approval of Agenda Order**

Councilmember Hillberg requested to move item 9B ahead of 9A in the agenda. Councilmember Burruss suggested moving item 9B after Item 7, Public Comment.

**MOTION** made by Councilmember Burruss to approve the agenda order with having Item 9B being moved after Item 7, Public Comment, seconded by Mayor Pro Tem Lomen, and approved by the following vote:

**AYES:** Burruss, Hillberg, Lomen, McCully, Douglass

**NOES:**

**ABSTAIN:**

**ABSENT:**

2E. **Statement of Conflict of Interest** – No conflicts were identified by the Council or the public.

3 **CONSENT CALENDAR**

3A. **Minutes**

**Recommended Action:** By Motion, approve the Colfax City Council minutes of 10/9/2024

3B. **Minutes**

**Recommended Action:** By motion, approve the Colfax City Council minutes of 10/16/2024

3C. **Quarterly Sales Tax Analysis – Quarter ended June 30, 2024**

**Recommended Action:** Accept and file

3D. **Cash Summary – September 2024**

**Recommended Action:** Accept and file

**3E. I&I Mitigation Project Acceptance**

**Recommended Action:** Adopt Resolution 53-2024 authorizing The City Manager to execute and record a Notice of Completion for the I&I Mitigation Project, Project NO. 20-2024 I&I

Councilmember Burruss requested to excuse herself from Items 3A and 3B as she was not present at those two meetings.

**MOTION** made by Mayor Pro Tem to approve items 3A and 3B, Seconded by Councilmember McCully, and approved by the following vote:

**AYES:** Hillberg, Lomen, McCully, Douglass

**NOES:**

**ABSTAIN:** Burruss

**ABSENT:**

**MOTION** made by Mayor Pro Tem to approve the remainder of the Consent Calendar, Seconded by Councilmember McCully, and approved by the following vote:

**AYES:** Burruss, Hillberg, Lomen, McCully, Douglass

**NOES:**

**ABSTAIN:**

**ABSENT:**

**4**      **Agency Reports**

**4A. Placer County Sheriff's** – Deputy King had nothing to report as he gave the agency report at the beginning of the month

**4B. CHP** – Absent

**4C. Placer County Fire/CALFIRE** – Battalion Chief Siebert reported on the recent Red Flag event and increased staffing to handle that event. He also gave information on how to get a residential burn permit.

**4D. Non-Profits** – Gail Adams, president of the Colfax Garden Club, asked if the City had space to store their Christmas decorations.

Amanda Palmquist with the Colfax Area Chamber of Commerce talked about the upcoming Trunk or Treat. Coffee and Conversations at the Wrecking Crew will be an economic roundtable. Marketing Monday will be November 18<sup>th</sup>.

**5**      **PRESENTATION**

**5A. History of the Colfax Area Living War Memorial Ballpark**

**Recommended Action:** Receive the Presentation.

Connie Marson presented this item and gave a brief history of how the Colfax Area Living War Memorial Ballpark came into existence. She is requesting a new sign for the ballpark with the correct name of that park, and a plaque explaining why the park was built.

**6**      **PUBLIC HEARING (NONE)**

7

**PUBLIC COMMENT**

Daniel, proprietor of the non-profit The Garden of Divinity, gave Council a copy of a Colfax Questionnaire and spoke of several ideas to reach out to the community and start more community-involved events and classes.

Travis Berry agrees with honoring the history of the Living War Memorial Park, the need to fill potholes around the City, and the expense of the former pool.

Sharron Connors stated that the VFW is collecting donations for the Living War Memorial Park.

9

**COUNCIL BUSINESS****9B. United Sovereign Americans Resolution on Elections**

**Recommended Action:** Take no action

Councilmember Hillberg introduced Stephen Aye from the Placer County Elections office. Stephen gave a short presentation on the election process including some safeguards that are in place to make sure that the election is fair and accurate.

Brian Faircloth, Laura Burns, Adrienne Uhl, and Robert Dobbins, all volunteers for the United Sovereign Americans (USA), urged Council to see the problems that the Country has with voting numbers and to take a position to support fair and valid elections by signing the Resolution that the USA volunteers provided.

Councilmember Hillberg believes that votes are being counted accurately, and urges Council to take no action as directed by the City Attorney.

Mayor Pro Tem Lomen Councilmembers McCully and Burruss, and Mayor Douglass would be in favor of signing a similar resolution that is written by City Staff.

Council directs staff to modify this resolution and bring it back on a later agenda, with Councilmember Hillberg not being in favor of that.

Council recessed from 7:32 pm – 7:41 pm

**MOTION** made by Councilmember McCully to adjust the agenda order to move item 9A to the next item, Seconded by Mayor Pro Tem Lomen, and approved by the following vote:

**AYES:** Burruss, Hillberg, Lomen, McCully, Douglass

**NOES:**

**ABSTAIN:**

**ABSENT:**

Councilmember Hillberg recused himself from item 9A and left the dias.

**9A. Skate Park Project Update and Preliminary Plans**

**Recommended Action:** Adopt Resolution 53-2024 to approve the redesign and the Preliminary Plans for the Colfax Skate Park

Ty Conners introduced this item. Kanten Russell and Chris Long presented the preliminary plans.

Robert Dougan on behalf of Teichert Materials President, Dana Davis, has said Teichert will donate time and materials to this project.

Crystal Howard, Madden Dion, Sailor McSwarley, Bobby Chandler, Jamie Jackson, and Sherry Peterson all spoke to urge Council to approve the plans.

Larry Hillberg commended the efforts that have been put forth for this project, however he urged Council to honor the need for a mitigation meeting for ongoing expenses to this project. He has concerns about the security and safety of the children using the Skate Park, the transparency of whose project this is, and the accuracy of the sound test.

Council discussed holding a mitigation meeting once plans have been approved by the City Engineer and the timeline of the project going forward.

Kanten Russell responded to the public's questions and concerns, as well as Council questions regarding the next steps in the project.

**MOTION** made by Councilmember Burruss to approve the redesign and preliminary plans for the Skate Park, Seconded by Mayor Pro Tem Lomen, and approved by the following vote:

**AYES:** Burruss, Lomen, McCully, Douglass

**NOES:**

**ABSTAIN:**

**ABSENT:** Hillberg

Council recessed from 8:35 pm – 8:41 pm.

Councilmember Hillberg rejoined the meeting.

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

Mayor Pro Tem Lomen had a Sierra Fire Safe Council meeting, they are hoping to deploy the first wildfire sensor this upcoming Sunday.

Councilmember Hillberg attended the Sierra Vista Community Center meeting and has arranged with the Placer County Economic Development Group to do a review of the Colfax Theater.

Councilmember McCully attended the Air Pollution Control District and SACOG meetings. There is the possibility of a Christmas event at the Theater. There is an upcoming children's festival at the Elementary School and the Haunted House at the SVCC. Outdoor patio space on Main St is moving forward.

Councilmember Burruss has been asked by downtown business owners to revisit the locked public



bathrooms at Roy Tom's Plaza.

Mayor Douglass attended the Chili Cookoff, Hail Mary Hot Stuff came in first, Brandy Morrison second, Leanne Cassidy third, and Laurie Coons was the people's choice. He also attended the American Legion free meal, the performance at the theater, the SVCC Flea Market, and took a tour of the Bear River Lime Kiln.

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

The Tesla project at Arco is moving forward, Cal OES has approved the RFP for the Home Hardening Grant which will go out this week or first of next, compost give a way pad is completed, it will be stocked come Spring, and road striping will be completed Thursday and Friday night.

### **10 GOOD OF THE ORDER**

Mayor Pro Tem Lomen – Nothing.

Councilmember Hillberg thinks that more events held downtown will help bring visitors to Colfax. He would like to discuss renaming the street behind the VFW in memorial of Ed Marson.

Councilmember McCully – Nothing.

Councilmember Burruss would like to look into implementing a City Match program for donation requests. She would also like an agenda item in the Spring to discuss a donation to the High School Girls Basketball team for new uniforms.

Mayor Douglass is concerned for low voter turnout.

#### **10A. Public Comment on Good of the Order**

No public comment on Good of the Order.

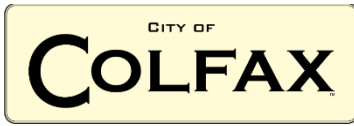
### **11 ADJOURNMENT**

As there was no further business on the agenda, Mayor Douglass adjourned the meeting, by motion and without objection at 9:00 p.m. Respectfully submitted to City Council this 13<sup>th</sup> day of November, 2024.




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Amanda Ahre, City Clerk



# Staff Report to City Council

## FOR THE NOVEMBER 13, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Shanna Stahl, Administrative Services Officer  
**Subject:** Quarterly Investment Report – Quarter ended September 30, 2024

*Budget Impact Overview:*

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

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

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

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

The City's investment policy is authorized under the California Government Code, section 53600, et. seq. as it applies to the investment of public funds. The Government Code governs the City's allowable investments, and the lengths of those investments. Our investment policy dictates that the City should have liquid short term securities to meet six months of financial obligations. The budget for fiscal year 2024-2025 reflects just over \$5.3M in annual operating expenditures; therefore, our target for liquid short-term securities would be \$2.65M.

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

- The investments held at September 30, 2024 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 4.24% for the quarter ended September 30, 2024.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period October 1, 2024, through March 31, 2025.

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 09/30/2024)
3. State of California – PMIA Average Monthly Effective Yields
4. Resolution 29-2014

**City of Colfax**  
**Analysis of Treasury Investment Pool**  
**Quarterly Analysis - FY2024-2025**  
**Report Date: 9/30/24**

Quarter Ended 09/30/2024					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 7,407,151	89%	4.56%
Corporate Checking	US Bank	N/A	\$ 888,709	11%	0.16%
Total Investment Pool			\$ 8,295,861	100%	4.24%



# PMIA/LAIF Performance Report as of 10/23/24



## Quarterly Performance Quarter Ended 09/30/24

LAIF Apportionment Rate <sup>(2)</sup> :	4.71
LAIF Earnings Ratio <sup>(2)</sup> :	0.00012912073474208
LAIF Administrative Cost <sup>(1)*</sup> :	0.26
LAIF Fair Value Factor <sup>(1)</sup> :	1.002061084
PMIA Daily <sup>(1)</sup> :	4.58
PMIA Quarter to Date <sup>(1)</sup> :	4.56
PMIA Average Life <sup>(1)</sup> :	231

## PMIA Average Monthly Effective Yields<sup>(1)</sup>

September	4.575
August	4.579
July	4.516
June	4.480
May	4.332
April	4.272

## Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 9/30/24 \$161.6 billion

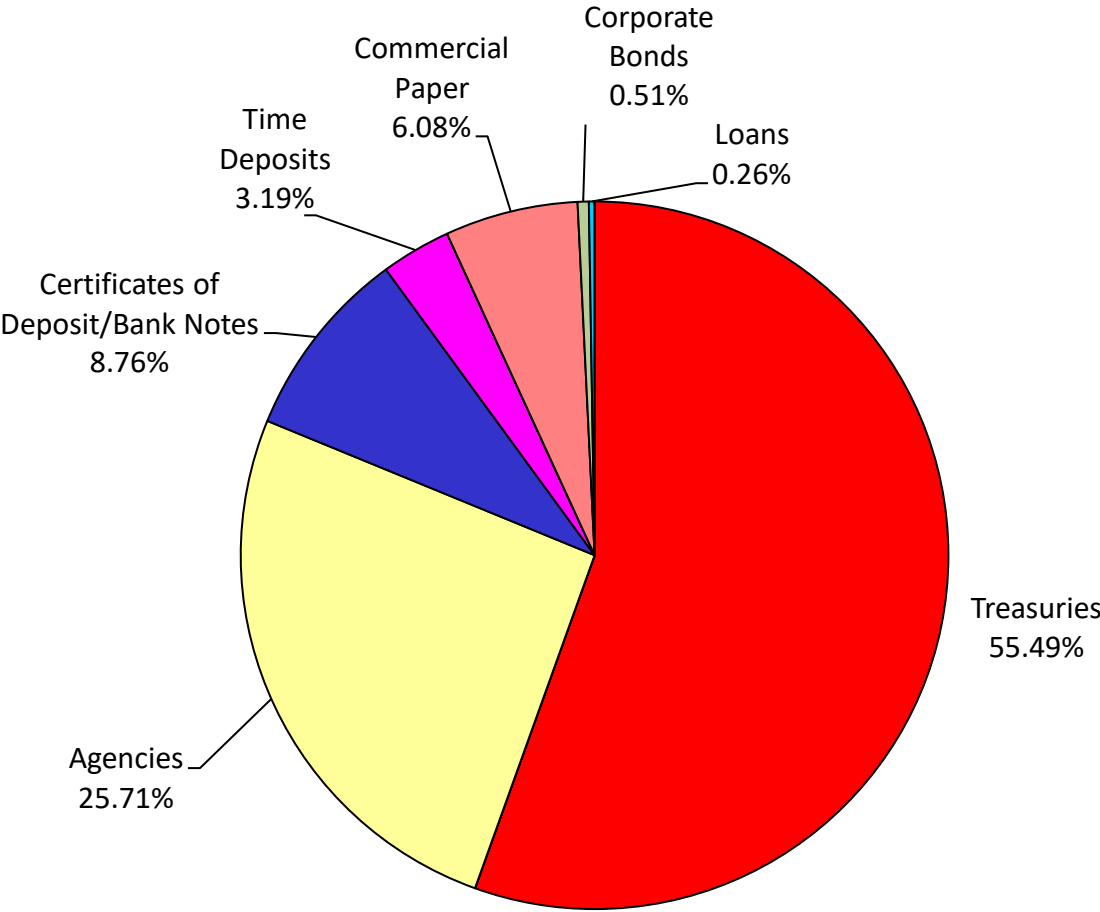


Chart does not include \$1,343,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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).

\*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:  
<sup>(1)</sup> State of California, Office of the Treasurer  
<sup>(2)</sup> State of California, Office of the Controller



## LOCAL AGENCY INVESTMENT FUND

## PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685	0.620	0.576	0.540
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212
2022	0.234	0.278	0.365	0.523	0.684	0.861	1.090	1.276	1.513	1.772	2.007	2.173
2023	2.425	2.624	2.831	2.870	2.993	3.167	3.305*	3.434	3.534	3.670	3.843	3.929
2024	4.012	4.122	4.232	4.272	4.332	4.480	4.516	4.579	4.575			

# City of Colfax City Council

## Resolution № 29-2014

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

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**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,

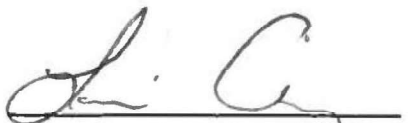
**Now Therefore, Be It Resolved** by the City Council of the City of Colfax that the administrative policies attached hereto are hereby affirmed.

**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

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#### **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 NOVEMBER 13, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Ron Walker, City Manager  
**Subject:** CDBG – Public Participation Plan

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b>	<b>Fund(s):</b>
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2024 Public Participation Plan in accordance with 24 CFR and HCD's Public Participating Plan and Chapter 4 of the Grants Management Manual.

### Summary/Background

The City of Colfax receives federal funding through the U.S. Department of Housing and Urban Development (HUD), specifically under the Community Development Block Grant (CDBG) program, and state funding through the California Department of Housing and Community Development (HCD). These programs require the City to ensure that residents, particularly those who are low- and moderate-income, are provided with opportunities to participate in the planning, implementation, and evaluation of funded activities.

Federal regulations at 24 CFR Part 570 and HCD's Public Participation Plan, as detailed in Chapter 4 of the Grants Management Manual, require the City to adopt a formal Public Participation Plan. This plan outlines the strategies and procedures the City will use to engage the public in meaningful ways, ensuring that their input is considered in the decision-making process.

### Conclusions and Findings

The proposed Public Participation Plan has been developed to meet the requirements of 24 CFR Part 570, HCD's Public Participation Plan, and Chapter 4 of the Grants Management Manual. Key elements of the plan include:

1. **Public Notice and Accessibility:** Ensuring that all public meetings and notices are accessible to residents, including those with disabilities and those who speak languages other than English. The plan includes provisions for providing adequate notice of public hearings and making materials available in formats that are accessible to all residents.
2. **Public Hearings:** Conducting at least two public hearings to solicit input from residents on the City's housing and community development needs and to review program performance. These hearings will be scheduled at times and locations that are convenient and accessible to the public.
3. **Outreach to Low- and Moderate-Income Residents:** Implementing targeted outreach strategies to ensure that low- and moderate-income residents, as well as other historically underserved populations, are aware of and able to participate in public participation activities. This may include partnerships with community organizations, use of social media, and distribution of materials through local networks.
4. **Consideration of Public Comments:** Establishing a process for considering and responding to public comments on proposed plans and activities. This includes ensuring that public input is documented and considered in the final decision-making process.

5. Ongoing Review and Updates: The plan provides for regular review and updates to ensure that it remains responsive to community needs and complies with changing regulations and best practices.

Adoption of this plan will not only ensure compliance with federal and state requirements but will also promote greater transparency, accountability, and community involvement in the City's decision-making processes.

Adopting the proposed Public Participation Plan is a critical step in ensuring that the City of Colfax meets federal and state requirements for community involvement in HUD and HCD-funded activities. The plan promotes an inclusive and transparent process for engaging residents in decisions that affect their community. Staff recommends the City Council approve the resolution to adopt the Public Participation Plan as presented.

### **Fiscal Impacts**

There is no direct fiscal impact associated with the adoption of the Public Participation Plan. Implementation of the plan's activities will be supported by existing City resources and, where applicable, through funding provided by HUD and HCD programs.

### **Attachments:**

1. Resolution \_\_-2024
2. Public Participation Plan

# City of Colfax

## City Council

Resolution № \_\_-2024

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### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX, CALIFORNIA, ADOPTING A PUBLIC PARTICIPATION PLAN

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**WHEREAS**, the City of Colfax is committed to ensuring the involvement of its residents in the planning, implementation, and evaluation of programs and activities funded through the U.S. Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD); and

**WHEREAS**, the federal regulations at 24 CFR Part 570, which govern the Community Development Block Grant (CDBG) program, require recipients of HUD funding to develop and implement a Public Participation Plan to ensure that residents, particularly low- and moderate-income individuals, have ample opportunity to participate in the decision-making process; and

**WHEREAS**, the City of Colfax recognizes the importance of public participation in promoting transparency, accountability, and community support for its programs and activities, and is committed to providing meaningful opportunities for all residents to participate in the development of policies, plans, and projects that affect their lives; and

**WHEREAS**, the City has developed a Public Participation Plan that outlines the strategies and procedures for engaging the public in the planning and implementation of HUD and HCD-funded activities, consistent with the requirements of 24 CFR Part 570 and HCD's guidelines.

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

1. Adoption of Public Participation Plan: The City Council hereby adopts the Public Participation Plan, attached hereto as Exhibit A, as the official plan for involving the public in the planning, implementation, and evaluation of programs and activities funded by HUD and HCD.
2. The City Manager, or their designee, is authorized and directed to implement the Public Participation Plan and to take all necessary actions to ensure compliance with the requirements of 24 CFR Part 570, HCD's Public Participation Plan, and Chapter 4 of the Grants Management Manual.
3. The City Council affirms its commitment to actively engaging residents, particularly low- and moderate-income individuals, in the decision-making processes that affect their community, and directs staff to ensure that all public participation activities are conducted in an inclusive, accessible, and culturally appropriate manner.
4. The City Manager, or their designee, is authorized to make non-substantive amendments to the Public Participation Plan as necessary to ensure ongoing compliance with federal and state requirements and to reflect changes in best practices for public engagement.
5. Effective Date: This resolution shall take effect immediately upon its adoption.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on November 13, 2024, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Kim Douglass, Mayor**

**ATTEST:**

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**Amanda Ahre, City Clerk**

# City of Colfax Public Participation Plan

## I. Introduction

The City of Colfax is committed to ensuring meaningful public participation in the planning, implementation, and evaluation of its Community Development Block Grant (CDBG) programs. This Public Participation Plan (PPP) outlines the process by which the City of Colfax will engage the public in accordance with the requirements set forth in 24 CFR 570.486 and the California Department of Housing and Community Development's (HCD) Citizen Participation Plan and Grants Management Manual Chapter 4.

## II. Purpose

The purpose of this PPP is to ensure that residents, particularly low- and moderate-income persons, have an opportunity to participate in the development of CDBG applications, project planning, and performance assessment. The City of Colfax values the input of its citizens and seeks to provide a transparent, inclusive, and accessible process.

## III. Objectives

1. **Encourage Public Participation:** Promote public involvement from all segments of the community, including low- and moderate-income residents, minorities, non-English speaking persons, and persons with disabilities.
2. **Provide Timely Information:** Ensure that all interested parties are informed of public meetings, hearings, and decisions related to CDBG projects in a timely manner.
3. **Ensure Accessibility:** Provide reasonable accommodations and translation services to facilitate participation by all community members.
4. **Respond to Public Input:** Consider and respond to public comments and concerns throughout the planning and implementation process.

## IV. Public Participation Process

1. **Public Meetings and Hearings:**
  - **Notice:** Public notices for meetings and hearings will be published in four distinct locations and distributed through community organizations at least 10 days prior to the event. Notices will be in English and Spanish and will include information on how to request accommodations. Notices will be in accordance with the City's Limited English Plan.
  - **Timing:** Meetings will be held at times and locations convenient to residents, including evenings and weekends when feasible.
  - **Format:** Meetings will provide information on proposed projects, funding allocations, and eligibility criteria. Time will be allocated for public comments and questions.
2. **Outreach Efforts:**

- **Community Organizations:** City of Colfax will partner with local community organizations, schools, and churches to disseminate information and encourage participation from underrepresented groups.
  - **Social Media and Online Engagement:** Information will be shared via the city's social media platforms and website. Online surveys may be used to gather input from residents who cannot attend meetings.
  - **Flyers and Posters:** Flyers and posters will be distributed in key community locations, including libraries, community centers, and public housing facilities.
3. **Public Comment Period:**
- **Submission of Comments:** Written comments may be submitted via mail, email, or in person during the public comment period. Oral comments will be recorded during public hearings.
4. **Consideration of Public Comments:**
- All comments received will be considered in the development of the final CDBG application and project plans. A summary of comments and responses will be included in the final document.
  - If comments are not incorporated into the final plans, the reasons for not doing so will be documented and made available to the public.

## V. Accessibility and Accommodations

1. **Translation Services:** Spanish translation services will be available at all public meetings and hearings. Additional language assistance will be provided upon request.
2. **Disability Access:** Meetings will be held in locations accessible to persons with disabilities. Reasonable accommodations, such as sign language interpretation, will be provided upon request with at least 72 hours notice.
3. **Remote Participation:** Options for remote participation, including live streaming of meetings and telephone conferencing, will be provided to ensure broader access as available.

## VI. Monitoring and Evaluation

The City of Colfax will monitor the effectiveness of the PPP by tracking participation levels, collecting feedback from participants, and making adjustments as necessary. The city will evaluate the PPP annually and revise it to improve public participation based on the lessons learned and community needs. These processes will be implemented as location and staffing allows.

## VII. Contact Information

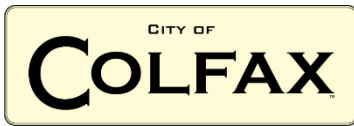
For questions or additional information about the Public Participation Plan, please contact:

**Ron Walker** Community Development Department  
Colfax, California  
Phone: 530-346-2313



Email: [city.manager@colfax-ca.gov](mailto:city.manager@colfax-ca.gov)

Website: <https://colfax-ca.gov/>



# Staff Report to City Council

## FOR THE NOVEMBER 13, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Ron Walker, City Manager  
**Subject:** Approval of Contract with Eco Green Solutions

*Budget Impact Overview:*

N/A:	Funded:	Un-funded:	Amount:	Fund(s):
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2024 authorizing the City Manager to execute an agreement with Eco Green Solutions to provide LED lighting replacement at the Lion's Children's Park, and the Sheriff's Substation.

### Summary/Background

Eco Green Solutions has helped thousands of companies save energy and cut costs by converting their lighting to LED with \$0 out of pocket cost.

Eco Green Solutions is an energy service company, trade professional, and authorized agent with SCE, CDGE, & PG&E specializing in helping companies leverage the utility company programs to take advantage of all the rebates and incentives available.

### Fiscal Impacts

PG&E Financing supplement to the energy-efficient retrofit program application. Payback through the bill, no money out of pocket. All paperwork is taken care of by Eco Green Solutions.

### LED lights

- Produce little or no heat (compared to other bulbs), so you save on cooling costs.
- Eliminates the high cost of bulb replacement and maintenance.
- Increased safety due to improved light levels and quality of light.
- Enhanced value of your property and curbside appeal.
- Helping to save the environment.
- Dramatically reduce energy bills with 60-90% energy savings on the lighting portion of the bill.

### Attachments:

1. Resolution \_\_-2024
2. Agreement for the Lion's Children Park
3. Agreement for the Sheriff's Substation

# City of Colfax

## City Council

Resolution № \_\_-2024

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APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ECO GREEN SOLUTIONS TO PROVIDE LED REPLACEMENT LIGHTING AT THE LION'S CHILDREN'S PARK, AND THE SHERIFF'S SUBSTATION.

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**WHEREAS**, Eco Green Solutions has helped thousands of companies save energy and cut costs by converting their lighting to LED with \$0 out-of-pocket cost; and,

**WHEREAS**, Eco Green Solutions is an energy service company, trade professional, and authorized agent with SCE, CDGE, & PG&E specializing in helping companies leverage the utility company programs to take advantage of all the rebates and incentives available; and,

**WHEREAS**, PG&E Financing supplement to the energy-efficient retrofit program application. Payback through the bill, no money out of pocket. All paperwork is taken care of by Eco Green Solutions; and,

**WHEREAS**, LED lighting:

- Produce little or no heat (compared to other bulbs), so you save on cooling costs.
- Eliminates the high cost of bulb replacement and maintenance.
- Increased safety due to improved light levels and quality of light.
- Enhanced value of your property and curbside appeal.
- Helping to save the environment.
- Dramatically reduce energy bills with 60-90% energy savings on the lighting portion of the bill.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax approves and authorizes the City Manager to execute an agreement with Eco Green Solutions to provide LED lighting replacement at the Lion's Children's Park, and the Sheriff's Substation.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on November 13, 2024, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Kim Douglass, Mayor**

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**Amanda Ahre, City Clerk**

**CITY OF COLFAX**

City of Colfax - Lions Children's Park  
101 PARK HILL DR  
Colfax, CA 95713

Acct. 8283036282, SAID: 8283036624

27871 Le Paz Rd, Suite 100  
Laguna Niguel, CA. 92677  
[info@ecogreen-solutions.net](mailto:info@ecogreen-solutions.net)  
(949) 384 - 6800

**Quote**

Quote # 200978  
DATE 7/1/2024

Quotes are valid for 30 days from the above date.

Light EPN	INT/ EXT	DESCRIPTION	QTY*	Unit Price	Amount
			w		
EGWP-AL40-5000-UNV-PH	ext	LED Wallpack, 6000K, UNV, PH	40 w 1	\$215.00	\$215.00
EGSF-SL350-5000K-UNV-PH	ext	LED Sports Flood Light, 5000K, UNV, PH	350 w 20	\$481.00	\$9,820.00
Skip	int	Skip	w		
EGTU-TC10-4R-4000-T8-B	int	4" T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	10.5 w 8	\$11.97	\$95.76
EGFL-HL70-CS-UNV-SF	int	LED Flood Light, 3K, 4K, 5K, UNV, Slip-Fitter	70 w 1	\$197.00	\$197.00
			w		

**TERMS AND CONDITIONS**

WHEN SIGNED OR APPROVED BY CLIENT, THIS FORM BECOMES AN OFFICIAL ORDER AND A LEGALLY BINDING COMMITMENT SUBJECT TO THE TERMS AND CONDITIONS OF THIS FORM. BY ACCEPTING THIS PROJECT AND MOVING FORWARD, CUSTOMER AGREES TO HAVE ECOGREEN SOLUTIONS PURCHASE AND INSTALL THE PRODUCTS LISTED ABOVE. All returned checks are subject to a \$20 service charge. If customer is utilizing a utility program where they default or get disqualified post install and the pre approved utility funding is canceled, the customer is liable for the project amount in full and the terms and conditions above will need to be met. Subject to collections and or litigation. If this invoice is not paid in full when due, a 1.5% per month late charge will be imposed. In this event, customer will be liable to pay reasonable collection charge, attorney fee and court cost. Warranty to be serviced by factory (see EcoGreen Scope of Work and warranty statement provided by the factory).

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

	SUBTOTAL	\$10,127.76
	LABOR	\$7,230.00
	SALES TAX	Included
	ADMINISTRATION & INSURANCE	\$354.47
(Brackets, Wiring, Sockets, Travel, Tiewire, Screws, Lifts, Lamp Recycling / Disposal, Shipping, Package, ETC.)	MISC. CHARGES	\$2,531.94
	ICP Developer/Engineering Cost	\$1,500.00
	<b>TOTAL PROJECT COST</b>	<b>\$21,744.17</b>
* All quantities to be verified by owner	Estimated k/w Power Saved Rebate Total:	\$0.00
	IRS Tax Cert, Inspection, Report:	\$0.00
	Estimated IRS Federal Tax Deduction per 179D:	\$250.80
	<b>Estimated Annual Energy Savings:</b>	<b>\$2,250.25</b>

## ENERGY AUDIT



**CITY OF COLFAX**  
City of Colfax - Lions Club/Grant Bank  
101 DIXON HILL DR  
COLFAX, CA 95713  
Attn: 8253050262; SADC: 8253050264

EcoGreen Sales Rep: Mitchell Cohen  
Customer Contact: Ron Walker  
Title of Contact: City Manager  
Customer Phone: 530-946-2213  
Customer Email: city.manager@colfax-ca.gov

Approx. Building Size 418 SF  
Energy Rate \$ 0.38 /kWh  
Interest Rate 0%

EXISTING										Location		Suggested Replacements				Watts/Fix				# of Fixtures		# of Lamps		Watts/Bulbs Saved		Usage Saved		KWh Saved		Annual Savings											

\*Based on IRS 179D Deduction @ 35% federal tax rate

\*\*Program Payback Period Yrs. = (Total Project Cost - Available Program Rebates or Incentives) / Estimated \$ Saved per Year

\*\*\*Payback Period Yrs. = (Total Project Cost - Available Rebate or Incentive - Tax Savings) / (Estimated Savings Per Year + Bulb Replacement Savings Per Yr.)

\*Based on industry standard LED lifespan of 90,000 hrs.

NOTE: Attached calculations do not include depreciation deduction for project cost.

\*Payment is based on a 9.66 year loan at 0% interest OAC, actual may vary.

\*\* Reduces energy savings per year increasing at industry standard 6% per year + Bulb Replacement



# CALIFORNIA STATE GOVERNMENT Item 4A CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

The undersigned customer ("Customer") has contracted for the provision of energy efficiency/demand response equipment and services (the "Work") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company ("PG&E") shall extend a loan (the "Loan") to Customer in the amount of the loan balance (the "Loan Balance") pursuant to the terms of this On-Bill Financing Loan Agreement ("Loan Agreement") and PG&E's rate schedules E-OBf and/or G-OBf, as applicable (the "Schedule").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "Application"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement ("Contractor"), to provide the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "Adjustment"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the State with financing. The Customer has independently hired contractors ("State Contractors") to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the State Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to State Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the State Contractors against PG&E.
4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.
5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and 4A project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, PG&E will issue a check ("Check") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "Issuance Date". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
- a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
  - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
  - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
  - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
  - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.
12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells the equipment forming part of the Work to any third party; or (iv) Customer becomes insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.
13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**
14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

**a. All Payment Obligations Subject to Appropriation**

The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electricity use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislature of the State of California.

**b. No Lien or Encumbrance; Subordination:**

(1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the "Related Facilities"). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

(2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the State Public Works Board of the State of California or any other issuer of bonds on behalf of the state concerning the Related Facilities entered into in the past, the present or the future (the "Senior Security Documents"); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.



## 16. Loan Particulars.

Item 4A

*This table is to be completed by PG&E*

Total Cost	Incentive	Customer Buy- Down (If applicable)	Loan Balance <sup>1</sup>	Monthly Payment	Term <sup>2</sup> (months)	Number of Payments
\$ 21,744.17	\$ -	\$ -	\$ 21,744.17	\$ 185.85	117	117

Check Made Payable to Customer ☐ or Contractor ☒  
 [customer to select payment method. Note that only one check can be issued]

17. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Federal Tax ID or Social Security #, Customer	Federal Tax ID or Social Security #, Contractor
94-6000313	80-0196823

PG&E Account # / Service Agreement #
8283036282 / 8283036624

Account Name, Customer	Name, Contractor
Primary Customer Name: CITY OF COLFAX - 101 PARK HILL DR	EcoGreen Solutions, Corey Brophy
Project ID: City of Colfax - Lions Children's Park	
FA ID: 015378	

Customer Address (For OBF Check Delivery)	Contractor Address (For OBF Check Delivery)
	27671 La Paz Rd, Suite 100
	Laguna Niguel CA 92677

Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor
	Corey Brophy, EcoGreen Solutions

Full Name &amp; Title →

Signature of Authorized Representative of Customer

Full Signature →

Date

Date Signed →

ACCEPTED: Pacific Gas and Electric Company

By	Date
PG&E On-Bill Financing Authorized Representative	

Mailing address:

Pacific Gas & Electric Company  
 On-Bill Financing Program  
 Post Office Box 28209  
 Oakland, CA 94604-8209

<sup>1</sup> The Loan Balance shall not exceed two-hundred fifty thousand dollars (\$250,000), except where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed four million dollars (\$4,000,000).

<sup>2</sup> The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.

**On-Bill Financing Program (OBF)  
Loan Calculation Summary Sheet  
Simple project payback per meter**

**Customer Name:** CITY OF COLFAX - 101 PARK HILL DR

**Project Number:** FA ID: 015378

**Calculations from:**

Original

(A) PROJECT COST FOR MEASURES	(B) REBATES or INCENTIVES	Customer Down Payment or Buy-Down	CUSTOMER TOTAL LOAN AMOUNT	(C) CUSTOMER AVERAGE RATE PER kWh	(D) CUSTOMER AVERAGE RATE PER Therm	(E) ESTIMATED ANNUAL ENERGY SAVINGS (kWh)	(F) ESTIMATED ANNUAL GAS SAVINGS (Therm)	ESTIMATED ANNUAL ENERGY COST SAVINGS	SIMPLE PAYBACK IN YEARS
\$ 21,744.17	\$ -	\$ -	\$ 21,744.17	\$ 0.38	\$ -	5,883.30	(8.00)	\$ 2,250.25	9.66

PAYBACK IN MONTHS BASED ON EXPECTED ENERGY SAVINGS	LOAN TERM (MONTHS) (1 month added for bill neutrality)	CUSTOMER FIXED MONTHLY LOAN PAYMENT	ESTIMATED MONTHLY ENERGY COST SAVINGS
116	117	\$ 185.85	\$ 187.52

(C) = (From utility bill) Total \$ amount (12-month) / Total kWh (same 12-month)

(D) = (From utility bill) Total \$ amount (12-month) / Total therm (same 12-month)



## Statement of Work

**1. SCOPE OF WORK:** EcoGreen Solutions shall furnish all the materials and perform all of the work shown and/or described in the Energy Audit and Quote. EcoGreen Solutions is not responsible for touch up work i.e. – paint where replacement fixtures don't exactly match existing fixtures, ceiling tiles, etc...

a. VFD/VSD installation: If the project includes a VFD/VSD, standard installation costs include – VFD, startup, card, programming, installation of any conduit, running power, concrete footing (if needed), VFD mounting and interconnect to SCADA panel. Installation costs that are not included and would be an additional cost – wiring diagrams, fencing, gates, enclosures, relay box, controls.

**2. PROJECT COST:** The amount due for material and labor to be performed is \$21,744.17, subject to additions and deductions pursuant to authorized change orders/adjustment letters.

**3. PAYMENT & UTILITY FINANCING:** EcoGreen Solutions has worked with Customer to secure Utility financing on behalf of the Customer to fund payment of this project, of which, terms and payback periods are detailed in the Utility On-Bill Financing (OBF) documentation – PGE Project #/TIF # 15378.

Payment of the project shall be paid in the manner following:

<b>Project Cost</b>	<b>\$21,744.17</b>
Estimated Tax Benefit	\$0
Estimated Utility OBF	\$21,744.17
<b>SUBTOTAL</b>	<b>\$0</b>
<b>Estimated Customer Out of Pocket Contribution</b>	<b>\$0</b>

a. Customer understands that final utility rebate and OBF amounts issued may vary based on final installation counts and subject to additions and deductions pursuant to authorized change orders/adjustment letters.

b. Customer understands that should utility determine that OBF loan proceeds shall not be

issued due to customer's credit standing or has otherwise placed customer's repayment of the loan at risk, Customer shall be liable for payment of any product, labor, and installation due. This includes any product demos that aren't returned to EcoGreen Solutions.

c. Notice to Proceed: Once Utility On-Bill Financing is approved, if required, EcoGreen Solutions will provide LED demo fixture/lamps to assure proper light levels, color and aesthetics. Written confirmation from the Customer that demos are approved and approval to move forward with the ordering of product and installation will serve as formal Notice To Proceed.

## 4. GENERAL TERMS AND CONDITIONS

a. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.

b. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform the work.

c. EcoGreen Solutions may at its discretion engage subcontractors to perform work hereunder, provided EcoGreen Solutions shall fully pay said subcontractor and in all instances remain responsible for the proper completion of the project.

d. EcoGreen Solutions warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of EcoGreen Solutions or its employees and subcontractors.

e. Customer shall at its own expense obtain all permits necessary for the work to be performed.

f. EcoGreen Solutions agrees to remove all debris and leave the premises in clean condition unless instructed by Customer to do otherwise.

g. EcoGreen Solutions shall dispose of all hazardous lamps and tubes utilizing a proper recycling program unless instructed by Customer to do otherwise.

h. EcoGreen Solutions shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

i. Customer is responsible for verification of fixture counts and hours of operation reflected in the Energy Audit.

**5. HAZARDOUS CONDITIONS:** In the event that EcoGreen Solutions discovers existing or developing spore or mold growth, asbestos or other potentially hazardous conditions at the Project location, EcoGreen Solutions will stop work and will not attempt to test, repair or remediate such conditions. At Customer's sole expense, Customer must arrange to have the hazardous condition removed by a third party in compliance with applicable laws within a reasonable period of time, or EcoGreen Solutions may cancel this project. If the project is canceled, Customer agrees to pay EcoGreen Solutions the costs of materials, labor and services provided through the date of cancellation.

#### **6. WARRANTIES:**

a. **MANUFACTURER WARRANTIES.** Products installed as part of the scope of work are covered by separate manufacturers' warranties (hereinafter, "Manufacturer Warranties"). EcoGreen Solutions will assign to Customer any Manufacturer Warranties in effect upon installation. EcoGreen Solutions will also provide Customer reasonable assistance in contacting manufacturers. If manufacturer files for bankruptcy or goes out of business, EcoGreen Solutions is not liable or responsible for continued warranty support.

b. **LIMITED WARRANTY.** EcoGreen Solutions provides a limited warranty of 90 days (the "Limited Warranty Period"), after the date of invoice. For the avoidance of doubt, this Limited Warranty does not cover parts already covered by the Manufacturer Warranties set forth in above. During the Limited Warranty Period, EcoGreen Solutions will at its expense repair or replace any parts or labor covered by the Limited Warranty.

c. **OBTAIN WARRANTY SERVICE.** To obtain warranty service, you must notify EcoGreen Solutions in writing or via email at [repairs@ecogreen-solutions.net](mailto:repairs@ecogreen-solutions.net) of any defect. Provided that the Warranty has not expired, has otherwise voided, or is subject to an exclusion, EcoGreen Solutions will repair or replace the defect within a reasonable time after you notify EcoGreen Solutions.

If a fixture fails, please take a photo and send it to [repairs@ecogreen-solutions.net](mailto:repairs@ecogreen-solutions.net), and include location information in your email. The photo should be close up so we can properly match the product with the replacement. We will order replacement products and schedule the installation. If a product is in stock, EcoGreen Solutions will ship the replacement immediately. If the product is not in stock EcoGreen Solutions will order the replacement parts from the factory. Please be aware that some of our suppliers require 6-8 weeks lead time. EcoGreen Solutions does not cover shipping and handling for fixtures.

If a fixture has failed and is past our 3 months parts and labor period, EcoGreen Solutions will work with the factory to get the replacement material for you. We do not cover the cost of shipping and handling from the factory to our warehouse or to your location. If you do not have a qualified electrician to install the replacement product, please contact us at the email address above. A quote for the labor to install the product will be provided in 1-2 business days.

If a lamp fails, please follow the same procedure as for fixtures. EcoGreen Solutions will send Customer the replacement lamp. Labor is not covered for lamps. Shipping and handling also is not covered on warranty claims for lamps.

Warranty claims will not apply for:

- Product that has been modified by the customer.
- Product that was subject to misuse, vandalism or negligence.

**\*IMPORTANT\*** EcoGreen Solutions must receive the fixture/lamp/driver back once your product has been replaced. We can receive credit for the replacement product only if the factory receives the failed unit back. Failure to return the failed product to EcoGreen Solutions within 30 days will result in an invoice for the full retail price of the product.

If the failed product has been discontinued by the manufacturer and is no longer supported by a factory, EcoGreen Solutions will suggest a similar replacement LED fixture or lamp. EcoGreen Solutions cannot be held responsible for product lines that have been discontinued; however, we will make every effort to find a similarly performing product.

**7. MAINTENANCE AND REPAIR:** If the products require maintenance or repair that is not covered by the warranties set forth above, EcoGreen Solutions will not perform this work unless you enter into a separate agreement to perform these services at your expense.

**CITY OF COLFAX**

City of Colfax - Police Station

10 S CULVER ST

Colfax, CA 95713

Acct: 8283036282, SAID: 8283036837

27671 La Paz Rd, Suite 100

Laguna Niguel, CA 92677

info@ecogreen-solutions.net

(849) 384 - 0800

**Quote**

Quote # 200971

DATE 7/4/2024

Quotes are valid for 30 days from the above date.

Light EPN	INT/ EXT	DESCRIPTION	QTY*	Unit Price	Amount
Skip	int	Skip	w		
Skip	ext	Skip	w		
EGTU-TC10-4R-4000-T8-B	int	4' T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	10.5 w 34	\$11.97	\$406.98
EGLN-ML23.86-4R-CS-UNV-SMT-WRP	int	LED 4' Linear Wrap Fixture, 35K, 4K, 5K, UNV	23.9 w 2	\$179.00	\$358.00
EG24-SF21-4000-UNV-REC	int	LED Troffer 2x4 Retrofit Kit, 4000K, UNV, REC	21 w 2	\$149.00	\$298.00
EGLB-EN14-11"-CS-UNV-RND	int	LED Lowbay White 11" Round Puff Fixture, 3K,4K,5K, UNV, SMT. D	14 w 1	\$89.00	\$89.00
EG22-ML18-4000-UNV-REC	int	LED Troffer 2x2, Retrofit Kit 4000K, UNV, REC	18 w 1	\$135.00	\$135.00
EG24-SF27-UNV-REC	int	LED Troffer 2x4 Retrofit Kit, 4000K, UNV, REC	27 w 7	\$149.00	\$1,043.00
			w		

**TERMS AND CONDITIONS**

WHEN SIGNED OR APPROVED BY CLIENT, THIS FORM BECOMES AN OFFICIAL ORDER AND A LEGALLY BINDING COMMITMENT SUBJECT TO THE TERMS AND CONDITIONS OF THIS FORM. BY ACCEPTING THIS PROJECT AND MOVING FORWARD, CUSTOMER AGREES TO HAVE ECOGREEN SOLUTIONS PURCHASE AND INSTALL THE PRODUCTS LISTED ABOVE. All returned checks are subject to a \$20 service charge. If customer is utilizing a utility program where they default or get disqualified post install and the pre approved utility funding is canceled, the customer is liable for the project amount in full and the terms and conditions above will need to be met. Subject to collections and or litigation. If this invoice is not paid in full when due, a 1.5% per month late charge will be imposed. In this event, customer will be liable to pay reasonable collection charge, attorney fee and court cost. Warranty to be serviced by factory (see EcoGreen Scope of Work and warranty statement provided by the factory).

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

	SUBTOTAL	\$2,329.98
	LABOR	\$2,418.15
	SALES TAX	Included
	ADMINISTRATION & INSURANCE	\$81.55
(Brackets, Wiring, Sockets, Travel, Tiewire, Screws, Lifts, Lamp Recycling / Disposal, Shipping, Package, ETC.)	MISC. CHARGES	\$1,164.99
	ICP Developer/Engineering Cost	\$1,500.00
	<b>TOTAL PROJECT COST</b>	<b>\$7,494.67</b>
* All quantities to be verified by owner	Estimated k/w Power Saved Rebate Total:	\$0.00
	IRS Tax Cert, Inspection, Report:	\$0.00
	Estimated IRS Federal Tax Deduction per 179D:	\$992.40
	<b>Estimated Annual Energy Savings:</b>	<b>\$777.50</b>

**CITY OF COLFAX**

City of Colfax - Delta Station  
105 COLFAX ST  
COLFAX, CO 80735  
Fax: (970)392-8527, SAID: 828399887

EcoGreen Sales Rep: Michael Cohen  
Customer Contact: Ron Wilbur  
Title of Contact: City Manager  
Customer Phone: 505-546-2313  
Customer Email: citymanager@colfax-co.gov

**ENERGY AUDIT**

Approx. Building Size: 1,654 SF  
Energy Rate: \$ 0.26 /kWh  
Incentive Rate: 0%

**EcoGreen**  
Solutions  
In Reference to Order # 200971

Existing	Watts/Fx	# of Fixtures	Existing Operating Hours-Day / Yr.	Building/Zone	Location	Suggested Replacement	Watts/Fx	# of Fixtures	# of Lamps	Watts/Bulbs Saved	Usage Saved	KWh Saved	Annual Savings
LED 24 w 2.8 incandescent	w	4	6 7 / 2190	storage dept	mailing room	Shop	w	1					
LED 24 w 2.8 incandescent	w	1	6 7 / 2206	storage dept	mailing		w	1					
24 w 2.8	w	4	6 7 / 1666	storage dept	office	LED T18 LED T18 Double Ended Bryant Type B1, 4000K, LMV	21 w	4	8	152 w	64.4%	227.21	\$21.36
24 w 2.8	w	2	6 7 / 1666	storage dept	workshop	LED T18 LED T18 Double Ended Bryant Type B1, 4000K, LMV	22.8 w	2	2	70 w	68.0%	109.21	\$21.43
24 w 2.8	w	23	4 5 / 1043	storage dept	breakroom	LED T18 LED T18 Double Ended Bryant Type B1, 4000K, LMV	44 w	25	10	175 w	65.0%	180.20	\$21.25
48 in w 2.8	w	1	2 5 / 521	storage dept	new workshop	LED T18 LED T18 Double Ended Bryant Type B1, 4000K, LMV	21 w	1	2	35 w	64.4%	19.21	\$2.94
48 in w 2.8	w	1	2 5 / 521	storage dept	new workshop	LED T18 LED T18 Double Ended Bryant Type B1, 4000K, LMV	21 w	1	2	35 w	64.4%	19.21	\$2.94
LED 10 w 1.8 incandescent	w	1	1 1 / 32	storage dept	storage closet	Shop	w	1					
24 w 3.8	w	1	6 7 / 1666	storage dept	server closet	LED T18 LED T18 Double Ended Bryant Type B1, 4000K, LMV	14 w	1	1	60 w	60.0%	4.48	\$1.57
24 w 3.8	w	1	6 7 / 1666	storage dept	locker room	LED T18 LED T18 Double Ended Bryant Type B1, 4000K, LMV	27 w	1	1	62 w	66.7%	66.26	\$23.99
24 w 3.8	w	1	6 7 / 1666	storage dept	mailing	LED T18 LED T18 Double Ended Bryant Type B1, 4000K, LMV	21 w	3	6	114 w	64.4%	374.48	\$121.25
24 w 3.8	w	1	6 7 / 1666	storage dept	workroom (by shower)	LED T18 LED T18 Double Ended Bryant Type B1, 4000K, LMV	27 w	1	1	62 w	66.7%	32.25	\$11.23
LED 10 w 1.8 incandescent	w	1	1 1 / 32	storage dept	office	Shop	w	1					
24 w 4.8	w	1	6 7 / 2066	storage dept	office	LED T18 LED T18 Double Ended Bryant Type B1, 4000K, LMV	27 w	2	2	170 w	75.0%	364.27	\$124.27
24 w 2.8	w	2	6 7 / 1666	storage dept	storage closet	LED T18 LED T18 Double Ended Bryant Type B1, 4000K, LMV	21 w	2	4	78 w	64.4%	95.11	\$33.33
24 w 2.8	w	2	6 7 / 1666	storage dept	office	LED T18 LED T18 Double Ended Bryant Type B1, 4000K, LMV	21 w	2	2	78 w	64.4%	95.11	\$33.33
24 w 4.8	w	1	6 7 / 2066	storage dept	front lobby/entrance desk	LED T18 LED T18 Double Ended Bryant Type B1, 4000K, LMV	27 w	3	3	265 w	73.0%	531.08	\$168.41
24 w 4.8	w	1	6 7 / 2066	storage dept	front lobby/entrance desk	LED T18 LED T18 Double Ended Bryant Type B1, 4000K, LMV	27 w	1	1	41 w	66.0%	65.21	\$23.97
LED 10 w 1.8	w	5	24 7 / 6790	storage dept	front entrance	LED Project Development/Engineering Certification	w	5					
Totals	w	38.5	Avg: 3742				w	38.5		1,415 w	67.8%	2,218.30	\$777.50
1,415	Estimated Watts Saved				Total Project Cost	\$7,494.67				Approximate Energy Savings Per Month			\$64.79
2,218	Estimated Annual kWh Saved				Total After Rebate/Incentive Project Cost	\$7,494.67				Estimated Energy Savings Per Year			\$777.50
0.3	Estimated Avg Annual Res Powered by Savings				****Estimated Program Payback Period Yrs.	9.64				**Estimated Total Savings Over 5 Years			\$4,382.82
2	Estimated Annual CO2 Savings (MT)									** Estimated Total Savings After 10 Years			\$10,248.02
630,762	Estimated Btu Savings Per Month									Estimated Energy Rebate			\$0.00
67.9%	Estimated Average Electrical Savings									Estimated IRS Tax Deduction 179D Available			\$992.40
9.64	Estimated Payback Period Yrs. - No Rebates, Tax Deductions or Bulb Replacement Savings									***Estimated Federal Tax Savings			\$347.34
9.08	Estimated Payback Period Yrs. Fully Comprehensive*									Estimated Bulb Replacement Savings Per Year			\$9.95
										M. Estimated Bulb Replacement Savings Per Avg. Est. Life of LED			\$7,937.36
										Estimated Loan Payment			\$64.06

\*\*\* Based on IRS 179D Deduction @ 35% federal tax rate  
\*\*\*\* Program Payback Period Yrs. = (Total Project Cost - Available Program Rebates or Incentives) / Estimated \$ Saved per Year  
\*\*\*\*\* Payback Period Yrs. = (Total Project Cost - Available Rebates or Incentives - Tax Savings) / (Estimated Savings Per Year + Bulb Replacement Savings Per Yr.)  
\*Based on industry standard LED lifespan of 50,000 hrs.

NOTE: All quoted calculations do not include depreciation deduction for project cost.  
\*\* Payment is based on a 6.64 year loan at 6.64% interest rate, actual may vary.  
\*\*\* Reflects energy savings per year increasing at industry standard 6% per year + Bulb Replacement





**LOCAL AGENCY AND DISTRICT  
CUSTOMERS  
ON-BILL FINANCING LOAN AGREEMENT**

The undersigned Local Agency or District<sup>1</sup> Customer ("Customer") has contracted for the provision of energy efficiency/demand response equipment and services (the "Work") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company ("PG&E") shall extend a loan (the "Loan") to Customer in the amount of the loan balance (the "Loan Balance") pursuant to the terms of this On-Bill Financing Loan Agreement ("Loan Agreement") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "Schedule").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "Application"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement ("Contractor"), to provide the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "Adjustment"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the Local Agency or District cited here with financing. The Customer has independently hired contractors ("Local Agency or District Contractors") to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the Local Agency or District Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to Local Agency or District Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the Local Agency or District Contractors against PG&E.
4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.
5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

<sup>1</sup> Local Agency or District as defined in California Government Code §50001 and §58004.



6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, PG&E will issue a check ("Check") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "Issuance Date". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
- The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
  - Check Made Payable to                      Customer ☐ or    Contractor ☐
  - If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
  - Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
  - Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.
12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells the equipment forming part of the Work to any third party; or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.
13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.
14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

## a. All Payment Obligations Subject to Appropriation

The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electric use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislative body belonging to Local Agency or District cited in this loan agreement.

b. Check Made Payable to      Customer ☐ or Contractor ☐

(1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the "Related Facilities"). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

(2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the Local Agency or District cited here or any other issuer of bonds on behalf of the Local Agency or District concerning the Related Facilities entered into in the past, the present or the future (the "Senior Security Documents"); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

## 16. Loan Particulars.

Item 4A

This table is to be completed by PG&E						
Total Cost	Incentive	Customer Buy- Down (If applicable)	Loan Balance <sup>1</sup>	Monthly Payment	Term <sup>2</sup> (months)	Number of Payments
\$ 7,494.67	\$ -	\$ -	\$ 7,494.67	\$ 64.06	117	117

Check Made Payable to ☐ Customer ☐ or ☒ Contractor ☐  
 [customer to select payment method. Note that only one check can be issued]

17. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Federal Tax ID or Social Security #, Customer	Federal Tax ID or Social Security #, Contractor
94-6000313	80-0196823

PG&E Account # / Service Agreement #
8283036282 / 8283036837

Account Name, Customer	Name, Contractor
Primary Customer Name: CITY OF COLFAX - 10 S CULVER ST	ECOGREEN SOLUTIONS, COREY BROPHY
Project ID: City of Colfax - Police Station and Comm Center	
FA ID: 015379	

Customer Address (For OBF Check Delivery)	Contractor Address (For OBF Check Delivery)
	27671 LA PAZ RD STE 100
	LAGUNA NIGUEL CA 92677

Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor
RON WALKER, CITY MANAGER	COREY BROPHY, ECOGREEN SOLUTIONS

Signature of Authorized Representative of Customer

Full Signature →

Date

Date Signed →

ACCEPTED: Pacific Gas and Electric Company

By	Date
PG&E On-Bill Financing Authorized Representative	

Mailing Address  
 Pacific Gas & Electric Company  
 On-Bill Financing Program  
 Post Office Box 28209  
 Oakland, CA 94604-8209

<sup>1</sup> The Loan Balance shall not exceed two-hundred fifty thousand dollars (\$250,000), except where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed four million dollars (\$4,000,000).

<sup>2</sup> The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.

**On-Bill Financing Program (OBF)  
Loan Calculation Summary Sheet  
Simple project payback per meter**

**Customer Name:** CITY OF COLFAX - 10 S CULVER ST

**Project Number:** FA ID 015379

**Calculations from:**

Original

(A) PROJECT COST FOR MEASURES	(B) REBATES or INCENTIVES	Check Made Payable to Customer <input type="checkbox"/> or Contractor <input type="checkbox"/>	CUSTOMER TOTAL LOAN AMOUNT	(C) CUSTOMER AVERAGE RATE PER kWh	(D) CUSTOMER AVERAGE RATE PER Therm	(E) ESTIMATED ANNUAL ENERGY SAVINGS (kWh)	(F) ESTIMATED ANNUAL GAS SAVINGS (Therm)	ESTIMATED ANNUAL ENERGY COST SAVINGS	SIMPLE PAYBACK IN YEARS
\$ 7,494.67	-	\$ -	\$ 7,494.67	\$ 0.35		2,218.30	(14.00)	\$ 777.50	9.64

PAYBACK IN MONTHS BASED ON EXPECTED ENERGY SAVINGS	LOAN TERM (MONTHS) (1 month added for bill neutrality)	CUSTOMER FIXED MONTHLY LOAN PAYMENT	ESTIMATED MONTHLY ENERGY COST SAVINGS
116	117	\$ 64.06	\$ 64.79

(C) = (From utility bill) Total \$ amount (12-month) / Total kWh (same 12-month)  
(D) = (From utility bill) Total \$ amount (12-month) / Total therm (same 12-month)



## Statement of Work

**1. SCOPE OF WORK:** EcoGreen Solutions shall furnish all the materials and perform all of the work shown and/or described in the Energy Audit and Quote. EcoGreen Solutions is not responsible for touch up work i.e. – paint where replacement fixtures don't exactly match existing fixtures, ceiling tiles, etc...

a. VFD/VSD installation: If the project includes a VFD/VSD, standard installation costs include – VFD, startup, card, programming, installation of any conduit, running power, concrete footing (if needed), VFD mounting and interconnect to SCADA panel. Installation costs that are not included and would be an additional cost – wiring diagrams, fencing, gates, enclosures, relay box, controls.

**2. PROJECT COST:** The amount due for material and labor to be performed is \$7,494.67, subject to additions and deductions pursuant to authorized change orders/adjustment letters.

**3. PAYMENT & UTILITY FINANCING:** EcoGreen Solutions has worked with Customer to secure Utility financing on behalf of the Customer to fund payment of this project, of which, terms and payback periods are detailed in the Utility On-Bill Financing (OBF) documentation – PGE Project #/TIF # 15379.

Payment of the project shall be paid in the manner following:

<b>Project Cost</b>	<b>\$7,494.67</b>
Estimated Tax Benefit	\$0
Estimated Utility OBF	\$7,494.67
<b>SUBTOTAL</b>	<b>\$0</b>
<b>Estimated Customer Out of Pocket Contribution</b>	<b>\$0</b>

a. Customer understands that final utility rebate and OBF amounts issued may vary based on final installation counts and subject to additions and deductions pursuant to authorized change orders/adjustment letters.

b. Customer understands that should utility determine that OBF loan proceeds shall not be

issued due to customer's credit standing or has otherwise placed customer's repayment of the loan at risk, Customer shall be liable for payment of any product, labor, and installation due. This includes any product demos that aren't returned to EcoGreen Solutions.

c. Notice to Proceed: Once Utility On-Bill Financing is approved, if required, EcoGreen Solutions will provide LED demo fixture/lamps to assure proper light levels, color and aesthetics. Written confirmation from the Customer that demos are approved and approval to move forward with the ordering of product and installation will serve as formal Notice To Proceed.

## 4. GENERAL TERMS AND CONDITIONS

a. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.

b. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform the work.

c. EcoGreen Solutions may at its discretion engage subcontractors to perform work hereunder, provided EcoGreen Solutions shall fully pay said subcontractor and in all instances remain responsible for the proper completion of the project.

d. EcoGreen Solutions warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of EcoGreen Solutions or its employees and subcontractors.

e. Customer shall at its own expense obtain all permits necessary for the work to be performed.

f. EcoGreen Solutions agrees to remove all debris and leave the premises in clean condition unless instructed by Customer to do otherwise.

g. EcoGreen Solutions shall dispose of all hazardous lamps and tubes utilizing a proper recycling program unless instructed by Customer to do otherwise.

h. EcoGreen Solutions shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

i. Customer is responsible for verification of fixture counts and hours of operation reflected in the Energy Audit.

**5. HAZARDOUS CONDITIONS:** In the event that EcoGreen Solutions discovers existing or developing spore or mold growth, asbestos or other potentially hazardous conditions at the Project location, EcoGreen Solutions will stop work and will not attempt to test, repair or remediate such conditions. At Customer's sole expense, Customer must arrange to have the hazardous condition removed by a third party in compliance with applicable laws within a reasonable period of time, or EcoGreen Solutions may cancel this project. If the project is canceled, Customer agrees to pay EcoGreen Solutions the costs of materials, labor and services provided through the date of cancellation.

#### **6. WARRANTIES:**

a. **MANUFACTURER WARRANTIES.** Products installed as part of the scope of work are covered by separate manufacturers' warranties (hereinafter, "Manufacturer Warranties"). EcoGreen Solutions will assign to Customer any Manufacturer Warranties in effect upon installation. EcoGreen Solutions will also provide Customer reasonable assistance in contacting manufacturers. If manufacturer files for bankruptcy or goes out of business, EcoGreen Solutions is not liable or responsible for continued warranty support.

b. **LIMITED WARRANTY.** EcoGreen Solutions provides a limited warranty of 90 days (the "Limited Warranty Period"), after the date of invoice. For the avoidance of doubt, this Limited Warranty does not cover parts already covered by the Manufacturer Warranties set forth in above. During the Limited Warranty Period, EcoGreen Solutions will at its expense repair or replace any parts or labor covered by the Limited Warranty.

c. **OBTAIN WARRANTY SERVICE.** To obtain warranty service, you must notify EcoGreen Solutions in writing or via email at [repairs@ecogreen-solutions.net](mailto:repairs@ecogreen-solutions.net) of any defect. Provided that the Warranty has not expired, has otherwise voided, or is subject to an exclusion, EcoGreen Solutions will repair or replace the defect within a reasonable time after you notify EcoGreen Solutions.

If a fixture fails, please take a photo and send it to [repairs@ecogreen-solutions.net](mailto:repairs@ecogreen-solutions.net), and include location information in your email. The photo should be close up so we can properly match the product with the replacement. We will order replacement products and schedule the installation. If a product is in stock, EcoGreen Solutions will ship the replacement immediately. If the product is not in stock EcoGreen Solutions will order the replacement parts from the factory. Please be aware that some of our suppliers require 6-8 weeks lead time. EcoGreen Solutions does not cover shipping and handling for fixtures.

If a fixture has failed and is past our 3 months parts and labor period, EcoGreen Solutions will work with the factory to get the replacement material for you. We do not cover the cost of shipping and handling from the factory to our warehouse or to your location. If you do not have a qualified electrician to install the replacement product, please contact us at the email address above. A quote for the labor to install the product will be provided in 1-2 business days.

If a lamp fails, please follow the same procedure as for fixtures. EcoGreen Solutions will send Customer the replacement lamp. Labor is not covered for lamps. Shipping and handling also is not covered on warranty claims for lamps.

Warranty claims will not apply for:

- Product that has been modified by the customer.
- Product that was subject to misuse, vandalism or negligence.

**\*IMPORTANT\*** EcoGreen Solutions must receive the fixture/lamp/driver back once your product has been replaced. We can receive credit for the replacement product only if the factory receives the failed unit back. Failure to return the failed product to EcoGreen Solutions within 30 days will result in an invoice for the full retail price of the product.

If the failed product has been discontinued by the manufacturer and is no longer supported by a factory, EcoGreen Solutions will suggest a similar replacement LED fixture or lamp. EcoGreen Solutions cannot be held responsible for product lines that have been discontinued; however, we will make every effort to find a similarly performing product.

**7. MAINTENANCE AND REPAIR:** If the products require maintenance or repair that is not covered by the warranties set forth above, EcoGreen Solutions will not perform this work unless you enter into a separate agreement to perform these services at your expense.



# Staff Report to City Council

## FOR THE NOVEMBER 13, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Kathy Pease, AICP, Planning Consultant  
**Subject:** Short-Term Rental Planning Deposit Fee Schedule Amendment

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b>	<b>Un-funded:</b> ✓	<b>Amount:</b>	<b>Fund(s):</b>
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2024 to adopt an amendment to the Standard Planning Application Planning Deposit Fee Schedule to establish a Short-Term Rental Fee.

### Summary/Background

This request is a revision to the 2021 Standard Planning Deposit Fee Schedule to add a new fee amount for Short Term Rental Permits in the City of Colfax.

### Discussion

The City Council recently approved an Ordinance amending title 17 of the Colfax Municipal Code by adding chapter 17.123, to authorize and regulate Short-Term Rentals within the City. This resolution would establish the annual fee for short-term rental permits issued under chapter 17.123.

User and regulatory fees are established by the City Council. The Planning Fee Schedule is a compilation of Planning Entitlement fees for City services. Fees need to be based on current costs and approved cost recovery objectives, while providing transparency in the fee structure for development-related fees. In accordance with prior City Council direction, staff targets recovery of the full cost of services for the majority of the fee-related services and activities identified in the Fee Schedule.

There will be some up-front staff time needed to research and provide outreach to the existing short-term rentals that are currently operating within the city limits to let them know of the approved ordinance and that a permit will be required. There are units listed on both AirBnB and VBRO websites, but those websites do not include easily accessible public addresses. Staff will try to use aerial photos and information provided on the listed websites to provide letters to the operators. There will be ongoing costs to monitor these and other websites for unpermitted short-term rentals.

Taking into account the up-front and ongoing monitoring costs, staff has determined that it will take approximately two hours of staff time to process permit requests to establish a short-term rental, and a half hour of staff time to review yearly renewal requests and tracking. Therefore, the proposed fee would be \$350 to request a new permit and an \$85 yearly renewal fee.

### Fiscal

The purpose of this Fee Schedule update is to ensure that the City fully recovers its costs to administer its short-term rental program.

379013.1



**Environmental Review**

The proposed Resolution to amend the Planning Fee Schedule does not constitute a project as defined in Public Resources Code Section 21065 for the purposes of the California Environmental Quality Act. Further, CEQA Guidelines section 15378 (b)(4) further provides that: “A project does not include . . . the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.”

**Attachments**

1. Resolution \_\_-2024
2. Proposed Planning Deposit Fee Schedule

# City of Colfax

## City Council

Resolution № \_\_-2024

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX AMENDING THE  
PLANNING DEPOSIT FEE SCHEDULE TO ADD SHORT-TERM RENTAL PERMIT FEES**

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**WHEREAS**, the City Council finds it is necessary and appropriate to ensure that staff costs associated with processing Short Term Rental Permits are fully cost recovered, and therefore, requires a revision to the Planning Deposit Fee Schedule.

**WHEREAS**, on November 13, 2024, the City Council held a public hearing to consider the amendments to the Planning Deposit Fee Schedule,

**WHEREAS**, the City Council reviewed the amendment and the staff report analyzing the amendment and finds that the methodologies employed by staff in determining the fees are appropriate and are designed to ensure that the fees will not exceed the reasonable cost of providing the service; and

**WHEREAS**, the City Council finds that the fees set by the Resolution do not exceed the reasonable cost of providing the services for which the fees are charged; and

**NOW, THEREFORE, BE IT RESOLVED** that the current fee schedule is revoked and the fee schedule contained in Exhibit B is adopted.

**BE IT FURTHER RESOLVED** the fees set herein, shall be effective immediately.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on November 13, 2024, by the following vote on the roll call of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Kim Douglass, Mayor**

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**Amanda Ahre, City Clerk**



## PLANNING DEPOSIT & FEE SCHEDULE

(Effective December 2024)

The minimum deposits listed in the table below reflect an estimate of the processing time per application. It is the City's policy that applicants reimburse the City for actual costs incurred by the City in processing an application. If total processing time is less than the deposit, a refund of the difference will be issued to the applicant. If total processing time is more than the deposit, an invoice will be mailed to the applicant for payment of the difference. If a deposit approaches depletion, the Planning Director has the discretion to request an additional deposit to cover the estimated time to complete the application process. The Planning Director has the discretion to waive a portion of the deposit for an application that combines various processes.

**Additional fees may be required to be submitted concurrently with the application such as those required by other agencies.**

PLANNING	MINIMUM DEPOSIT
Administrative Permit	\$500-1,5000 to be determined by the Planning Director
Agenda Packets (ordered in advance)	\$20/meeting
Annexation	\$6,000 Deposit (charges at cost)
Appeal	\$1,200
Certificate of Compliance	\$2,000
Conditional Use Permit – Minor (< 2,500 sq. feet)	\$2,000
Conditional Use Permit – Major (> 2,500 sq. ft.)	\$4,000
Conditional Use Permit Modification	\$2,000
Design Review – Sign Permits	\$200
Design Review Minor - < 2,500 s.f.	\$1,500
Design Review Major - > 2,500 s.f	\$2,400
Development Agreement	\$20,000 Deposit (charges at cost)
Environmental – Notice of Exemption	\$500
Environmental – Initial Study/Neg. Dec. or Mit. Neg. Dec./NOI/ NOD	\$3,660
Environmental – Initial Study/EIR/NOI/NOD	\$20,000 Deposit (charges at cost)
Extension of Time (Tentative Map)	\$1,000
California Fish and Wildlife Fees – Neg. Dec. or Mit. Neg. Dec. (payable to DFW)	\$2991.75 (check each year for amount)
CA Fish and Wildlife Fees – EIR (payable to DFW)	\$4,126.25 (check each year for amount)
Notice of Determination/Notice of Exemption	
County Clerk Processing Fee (payable to County)	\$50
General Plan Amendment – Map	\$4,000 Deposit (charges at cost)
General Plan Amendment – Text	\$4,000 Deposit (charges at cost)
Lot Line Adjustment	\$1,100
Misc./Unspecified Applications	To Be Determined per Planning Director
Mobile Home Park	\$3,000 + \$100 per space
Placer County Air Pollution Control District Review Fee	\$60
Pre-Application Meeting(s)	1 hr. at no charge per Department; Thereafter at Staff's hourly rate
PUD Use Permit w/ Tent. Map	\$4,000
Reversion to Acreage	\$3,000

<b>Short Term Rental Permit</b>	<b><u>\$350 to establish permit and \$85 annual renewal</u></b>
Sign Permit	\$200
Site Plan Review (minor < 2,000 s.f.)	\$1,600
Site Plan Review (major > 2,000 s.f.)	\$3,600
Tentative Parcel Map (< 4 lots)	\$3,000 + \$100/parcel
Tentative Subdivision Map	\$8,000 + \$100/parcel
Tentative Map Modification	\$2,000
Variance	\$3,000
Zoning Compliance Letter/Permit	\$100/hr.
Zoning Text Amendment	\$4,000 Deposit (charges at cost)
Zoning Map Amendment	\$4,000 Deposit (charges at cost)
<b>Staff Hourly Rates:</b>	
Senior Planner	\$171/hr.
Planner	\$89/hr.
Planning Director	\$274/hr.
City Engineer	\$226/hr.
Community Services Director	\$55/hr.
Land Use Attorney	\$308/hr.
City Manager	\$107/hr.
Office Staff	\$34/hr.

NOTE: The deposits reflected in the above chart are based on the minimum time estimated to process the application. In order to recover the full cost of services for any application, if the Planning Director is of the opinion that the processing costs of an application will be substantially in excess of the above amounts, the Planning Director may notify the applicant at the time the application is found complete that the total processing costs will be determined by cost accounting techniques and that additional deposits may be required.

ALSO NOTE: Additional fees, such as those required by other public agencies for processing applications may also be required to be submitted concurrently with the fees noted in this Fee Schedule.



# Staff Report to City Council

## FOR THE NOVEMBER 13, 2024, REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Kathy Pease, AICP, Planning Consultant  
**Subject:** General Plan Housing Element Required Action Items-Zoning Code Amendments.

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b>	<b>Un-funded:</b> ✓	<b>Amount:</b>	<b>Fund(s):</b>
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**RECOMMENDED ACTION:** Introduce the proposed ordinance by title only, conduct a public hearing, waive the first reading and schedule the proposed ordinance for a second reading and adoption at the next regular City Council meeting currently scheduled for December 11, 2024, to be effective 30 days after adoption.

### Summary/Background

This is a proposal to consider adoption of several zoning code amendments that were identified as action items when the General Plan Housing Element for the planning cycle years 2021-2029 was adopted by the city in 2021. Many of these items were identified to be completed within one year of the Housing Element adoption (by 2022), however, due to staffing constraints these have not been completed yet.

This proposal adds definitions for Employee Housing, Single Room Occupancy (SRO)s and Low-Barrier Navigation Centers (LBNC). It also changes the zoning code to allow these uses in residential and mixed-use zoning districts consistent with current state law.

### Discussion

The proposed Ordinance amendment would amend Chapter 17 of the Colfax Municipal Code, Sections 17.74.012, to expand the definitions to include three new definitions:

“Employee Housing is privately-owned housing that provides living quarters in connection with any work, whether or not rent is involved.”

“A Low-Barrier Navigation Center (LBNC) is a "Housing First," low barrier, temporary, service-enriched shelter that helps homeless individuals and families to quickly obtain permanent housing. It differs from homeless shelters in that it provides onsite services intended to provide long term housing solutions.

“Single Room Occupancy (SROs). A SRO is a single furnished room that can be rented month-to-month or for a more extended period. SROs usually provide common-area kitchens and bathrooms in lieu of separate facilities for each unit; however, a few units may have individual kitchens and bathrooms”. Because they are small in size they often provide low income housing options.

The proposed Ordinance amendment would amend Chapter 17 of the Colfax Municipal Code, Section 17.72.020 - Residential zone districts permitted uses and Section 17.74 Mixed Use zone district permitted use tables.

Employee housing is a use that is considered residential and would be added as a permitted use consistent with state law.

The proposed Ordinance amendment would add Low-barrier navigation centers (LNBCs) to the allowed uses in the residential and mixed-use zoning district consistent with California Government Code 65662. Assembly Bill 101 (AB 101) established requirements for local jurisdictions to allow LNBCs as a by-right use. The law defines the term “use by right” in this context to mean that the local government’s review of the Low Barrier Navigation Center development may not impose certain requirements, such as a conditional use permit or other discretionary review or approval. The bill also provides that CEQA does not apply to an action taken by a public agency to lease, convey, or encumber land owned by a public entity or to facilitate the lease, conveyance, or encumbrance of land owned by a public agency, or to provide financial assistance to, or otherwise approve, a Low Barrier Navigation Center constructed or allowed by this bill. In addition, the bill authorized Low Barrier Navigation Center developments to be a use by right under certain circumstances.

Finally, the proposed ordinance amendments would add the provision of SROs to the residential zone as a conditional use in the RM zone.

### **General Plan Consistency Findings:**

The proposed Ordinance amending Chapter 17 of the Municipal Code is consistent with the General Plan and would make the Zoning Code consistent with the requirements of the Housing Element Chapter 6.6 Housing Goals, Policies and Implementation Measures.

The proposed Ordinance amending the Municipal Code would not be detrimental to the public interest, health, safety, convenience or welfare of the County because it will support residential uses consistent with state law.

The proposed Ordinance amending the Municipal Code is internally consistent with other applicable provisions of the Municipal Code.

### **Fiscal**

This action is an unfunded mandate but has minimal impact on the City’s General Fund as a result of this amendment, except for staff time in preparing and researching this ordinance amendment.

### **Environmental Review**

The City of Colfax finds that these amendments are consistent with the Addendum prepared for the 1998 General Plan Environmental Impact Report (State Clearinghouse 1998072025) pursuant to the California Environmental Quality Act (CEQA), for the 2021-2029 Housing Element. There are no substantial changes in circumstances and represents no changes to the impacts that were identified by the General Plan EIR.

## **Attachments**

1. Ordinance Cover
2. Zoning Code Amendment Ordinance
3. Chapter 17.72 and 17.74 Proposed Amendments
4. Chapter 17.12.030 Revised Definitions

## CITY OF COLFAX

## ORDINANCE NO. 559

AN ORDINANCE OF THE CITY COUNCIL OF  
THE CITY OF COLFAX AMENDING COLFAX MUNICIPAL  
CHAPTER 17.12, 17.72 and 17.74 TO AMEND THE ZONING CODE TO  
IMPLEMENT PROVISIONS OF THE GENERAL PLAN HOUSING  
ELEMENT IMPLEMENTATION MEASURES IN THE RESIDENTIAL AND  
MIXED-USE ZONING DISTRICTS.

The City Council of the City of Colfax does ordain as follows:

Section 1:

Title 17, Chapters 17.12, 17.72 and 17.74 of the Colfax Municipal Code is hereby amended as set forth in Exhibit A attached hereto and by this reference incorporated herein.

Section 2. Superceding Provisions

The provisions of this ordinance and any resolution adopted pursuant hereto shall supersede 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 any court of competent jurisdiction, the invalid or unconstitutional 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 these amendments are consistent with the Addendum prepared for the 1998 General Plan Environmental Impact Report (State Clearinghouse 1998072025) pursuant to the California Environmental Quality Act (CEQA), for the 2021-2029 Housing Element. There are no substantial changes in circumstances and represents no changes to the impacts that were identified by the General Plan EIR.

This ordinance shall, within 15 days after its adoption, be published or posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Council members voting for and against it.

The foregoing ordinance was introduced at a duly held regular meeting of the City Council of the City of Colfax on the \_\_\_\_ day of \_\_\_\_\_ 2024 and passed and adopted at a duly held regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_ 2024, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Kim Douglass  
Mayor



APPROVED AS TO FORM:

ATTEST:

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Conor W. Harkins  
City Attorney

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City Clerk

**EXHIBIT A**  
**CITY OF COLFAX**  
**ORDINANCE NO. 559**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLFAX AMENDING  
COLFAX MUNICIPAL CODE TITLES 17.72 AND 17.74 DEFINITIONS AND  
PERMITTED USE TYPES CONSISTENT WITH THE GENERAL PLAN HOUSING  
ELEMENT 2021-2029 IMPLEMENTATION STRATEGIES.**

**THE CITY COUNCIL OF THE CITY OF COLFAX DOES ORDAIN AS FOLLOWS:**

**17.72.020 - Residential zone districts permitted uses**

Primary uses are permitted in residential zones subject to the requirements of this title as designated below:

- A. Principally permitted use, designated as "P";
- B. Conditionally permitted use, designated as "CUP"; and
- C. Administratively permitted use, designated as "AP."

Primary use types not listed or designated by a dash (-) are not permitted in that zone district.

Accessory uses and structures are permitted in residential zones subject to the requirements set forth in [Chapter 17.96](#).

SEE [CHAPTER 17.32](#) "PERMIT AND VARIANCE REQUIREMENTS" FOR INFORMATION ON USE PERMITS AND OTHER TYPES OF PERMITS THAT MAY BE REQUIRED, REGARDLESS OF HOW A USE IS CLASSIFIED IN THIS CHART

<b>RESIDENTIAL USE TYPES</b>	<b>R-1</b>	<b>R-M</b>	<b>R-MHS</b>
Accessory Dwelling Unit (see also Junior ADU)	P	P	-
Community Care Facilities, Small	P	P	P
Dwelling <sup>(6)</sup>			
Multi-Family	-	P	-
Single-Family	P	P	P

<b>RESIDENTIAL USE TYPES</b>	<b>R-1</b>	<b>R-M</b>	<b>R-MHS</b>
<u>Employee Housing</u>	<u>P</u>	<u>P</u>	<u>P</u>
Family Day Care Homes, Small	P	P	P
Family Day Care Homes, Large <sup>(3)</sup>	AP	AP	AP
Junior Accessory Dwelling Unit	P	P	-
<u>Low-Barrier Navigation Centers</u>	-	<u>P</u> <sup>10</sup>	-
Mobilehome Park	-	-	CUP
Rooming and Boarding House	-	P	-
Supportive and Transitional Housing	P	P	P
<u>Single Room Occupancy (SRO)</u>	-	<u>CUP</u>	-

<b>COMMERCIAL USE TYPES</b>	<b>R-1</b>	<b>R-M</b>	<b>R-MHS</b>
Commercial Recreation, Residential Recreation Facilities	CUP	CUP	CUP
Community Care Facility	-	P	-
Lodging services <sup>(4)</sup>	AP	AP	-
Long-Term Care Facility	-	CUP	-

COMMERCIAL USE TYPES	R-1	R-M	R-MHS
Neighborhood Commercial	-	CUP	-

TRANSPORTATION AND COMMUNICATION USE TYPES	R-1	R-M	R-MHS
Telecommunication Facilities <sup>(5)</sup>	AP	AP	AP

**Notes:**

- (1) Additional requirements are contained in [Chapter 17.180](#).
- (2) See [Chapter 17.196](#) for second dwelling unit regulations.
- (3) See [Chapter 17.160](#) for large family day care home regulations.
- (4) Bed and Breakfast establishments only, with five or fewer rooms.
- (5) Additional requirements are contained in [Chapter 17.136](#).
- (6) Supportive and transitional housing are considered residential use types.
- (7) Food service or distribution facilities are allowed in conjunction with this use with approval of an admin permit.
- (8) Subject to the limitations set forth in Colfax Municipal Code [Chapter 6.20](#) (Limitations on Number of Animals).
- (9) Employee housing serving six (6) or fewer persons is considered single family,
- (10) (a) Low Barrier Navigation Centers requires that it: offers services to connect people to permanent housing through a services plan that identifies services staffing.  
 (b) It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.  
 (c) It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.

(d) It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

## Chapter 17.74 MIXED USE ZONES

### 17.74.020 Permitted use types.

Primary uses are permitted in mixed use zones subject to the requirements of this title as designated below:

- A. Principally permitted use, designated as "P".
- B. Conditionally permitted use, designated as "CUP"; and
- C. Administratively permitted use, designated as "AP."

Primary use types not listed or designated by a dash (-) are not permitted in that zone district. Any single use that occupies more than 5,000 square feet in the MU-1 zone or more than 8,000 square feet in the MU-2 zone is subject to a conditional use permit.

Accessory uses and structures are permitted in mixed use zones subject to the requirements set forth in Chapter 17.96.

OPEN SPACE USE TYPE	R-1	R-M	R-MHS
Animal Keeping	AP <sup>(8)</sup>	-	-
Resource Protection and Restoration	P	P	P
Resource Related Recreation	P	P	P

CIVIC USE TYPES	MU-1	MU-2
Community Assembly <sup>(2)</sup>	P <sup>(1)</sup>	P
Community Services	P	P
Essential Services	P	P
Libraries and museums	P	P
Power Generating Facilities <sup>(3)</sup>		
Emergency	P	P
Passive Power	P	P

Public Parking Services	-	AP
Social Services		
Food Distribution <sup>(4)</sup>	CUP	CUP
Food Service <sup>(5)</sup>	CUP	CUP
Emergency Shelter <sup>(6)</sup>	-	CUP
<b>RESIDENTIAL USE TYPES</b>	<b>MU-1</b>	<b>MU-2</b>
Community Care Facilities, Small		
Dwelling		
Accessory Dwelling Unit	P <sup>(1)</sup>	P
Junior Accessory Dwelling Unit	P <sup>(1)</sup>	P
Multi-Family	P <sup>(1)</sup>	P
Single-Family	P <sup>(1)</sup>	P
<u>Employee Housing</u>	<u>P<sup>(1)</sup></u>	<u>P</u>
Family Day Care Homes, Small	P <sup>(1)</sup>	P
Family Day Care Homes, Large <sup>(7)</sup>	P <sup>(1)</sup>	P
<u>Low-barrier Navigation Centers</u>	<u>P<sup>2</sup></u>	<u>P<sup>2</sup></u>
Rooming and Boarding House	P <sup>(1)</sup>	P
Supportive and Transitional Housing	P <sup>(1)</sup>	P
<b>COMMERCIAL USE TYPES</b>	<b>MU-1</b>	<b>MU-2</b>
Animal Sales and Service <sup>(8)</sup>		
Grooming and Pet Stores	P	P
Veterinary Clinic	P	P
Automotive and Equipment		
Automotive Body and Equipment Repair	-	CUP
Automotive Rentals	AP	AP
Automotive Repairs	-	CUP
Automotive Sales	-	-
Carwash and Detailing	-	CUP
Commercial Parking	-	CUP

Gasoline Sale	-	CUP
Banks and Financial Services	P	P
Bars and Drinking Places	AP	AP
Broadcasting and Recording Studios	P <sup>(+)</sup>	P
Business Support Services	P <sup>(+)</sup>	P
Community Care Facility	-	AP
Day Care Center	AP <sup>(1)</sup>	AP
Eating and Drinking Establishments		
Fast Food with Drive-Through	-	-
Convenience	P	P
Full Services	P	P
Food and Beverage Retail Sales	P	P
Lodging	P <sup>(+)</sup>	P
Long-Term Care Facility	CUP	-
Maintenance and Repair	P <sup>(1)</sup>	P
Medical Services, General	P <sup>(1)</sup>	P
Neighborhood Commercial	P	P
Nightclubs <sup>(9)</sup>	AP	-
Offices, Professional	P <sup>(1)</sup>	P
Personal Services	P <sup>(1)</sup>	P
Retail Sales and Services	P	P
Specialized Education and Training		
Vocational Schools	P <sup>(1)</sup>	P
Specialty Schools	P <sup>(1)</sup>	P
<b>TRANSPORTATION AND COMMUNICATION USE TYPES</b>	<b>MU-1</b>	<b>MU-2</b>
Telecommunication Facilities <sup>(10)</sup>	-	P/AP/CUP

(1) Only allowed on the second story or on ground floor portions of buildings that are no less than 30 feet from the front property line.

- (2) (a) It offers services to connect people to permanent housing through a services plan that identifies services staffing.
- (b) It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.
- (c) It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
- (d) It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System as defined by Section 578.3 of Title 24 of the Code of Federal Regulations



## Chapter 17.74 - MIXED USE ZONES

RESIDENTIAL USE TYPES	MU-1	MU-2
Community Care Facilities, Small		
Dwelling		
Accessory Dwelling Unit	P <sup>(1)</sup>	P
Junior Accessory Dwelling Unit	P <sup>(1)</sup>	P
Multi-Family	P <sup>(1)</sup>	P
Single-Family	P <sup>(1)</sup>	P
<u>Employee Housing</u>	<u>P<sup>1</sup></u>	<u>P<sup>1</sup></u>
Family Day Care Homes, Small	P <sup>(1)</sup>	P
Family Day Care Homes, Large <sup>(7)</sup>	P <sup>(1)</sup>	P
<u>Low-Barrier Navigation Centers</u>	<u>P<sup>2</sup></u>	<u>P<sup>2</sup></u>
Rooming and Boarding House	P <sup>(1)</sup>	P
Supportive and Transitional Housing	P <sup>(1)</sup>	P

**(2) (a)** It offers services to connect people to permanent housing through a services plan that identifies services staffing.

**(b)** It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.

(c) It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.

(d) It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

## 17.12.030 - Definitions (A—Z).

"Employee Housing is privately-owned housing that provides living quarters in connection with any work, whether or not rent is involved."

"Expansion, building or structure" means an alteration of or an addition to a building/structure that results in an increase in its size, either in extent or bulk, or an increase in its area or volume.

"Expansion, use" means an alteration of a use that results in an increase in its size, either in extent, intensity or in the nature of the activities conducted.

"Family" means an individual or two or more persons related by blood, marriage or adoption or a group of not more than three persons (excluding servants) who need not be related living in a dwelling unit as a single housekeeping unit and using common cooking facilities.

"Fence" means an artificially constructed barrier of any material or combination of materials erected to enclose, screen, or separate areas.

"Filling station." See "automobile service station," of this chapter.

"Floor area" means the gross floor area used or intended to be used, by tenants or for services to customers, patrons, clients or patients, including areas used principally for nonpublic purposes, such as the storage, incidental repair, processing or packaging of merchandise. "Floor area" shall pertain to offices, merchandising or service types of uses.

"Foot lambert" means one foot lambert equaling brightness equivalent to one lumen per square foot reflected from a surface. One lumen per square foot shall be equal to a square foot illuminated evenly by one footcandle at any point.

"Garage, private" means a detached accessory building or a portion of a main building, used or intended to be used, for the storage of vehicles of persons occupying the main building on the lot.

When a garage is used for the storage of a commercial vehicle of more than one and one-half tons capacity or for more than one commercial vehicle of any capacity, such garage shall be deemed to be a public garage.

"Garage, public" means a structure or portion thereof, other than a private garage, used for the storage, sale, care, repair or refinishing of motor vehicles or trailers.

"Gateway/entrances" means the access, ingress, or entrance to a subdivision of land, apartments, condominiums, city, community, region, district, area of open space (example:

park, golf course, etc.), or land use established by landscaping, signage, statuary, walls, fences, gates, or lighting that distinguishes the entrance to the land use from other street and properties.)

"General plan" means the City of Colfax General Plan, and all revisions and amendments to the plan.

"Grade plane" means a reference plane representing the average of the finished ground level adjoining the building at all exterior walls. Where the finished ground level slopes away from the exterior walls, the reference plane shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than six feet from the building between the structure and a point six feet from the building.

"Group home" means those uses or facilities identified in this title which provide for the care of disabled or supervised individual(s).

"Height, building and other structures" means the vertical distance from grade plane to the average height of the highest roof surface.

"Height, fence or wall" means the height of a fence or wall shall be determined from the highest finished grade on either side of the fence or wall.

"Home occupation" means a commercial activity conducted entirely within the dwelling, clearly incidental and secondary to the use of the dwelling for residential purposes and in accordance with the provisions of [Chapter 17.152](#) of this title.

"Hospital" means an institution for the diagnosis, treatment and care of human illnesses, including facilities for the performance of major surgery.

"Hotel," "motor hotel" and "motel" mean a building or group of buildings, comprising individual sleeping or living units without kitchens, except as otherwise provided in this title, for the accommodation of transient guests.

"Landscaped area" means an area devoted to lawn, groundcover, trees, or shrubs or hardscape, and as specified in this title, the design guidelines, any applicable specific plan or by other city requirement.

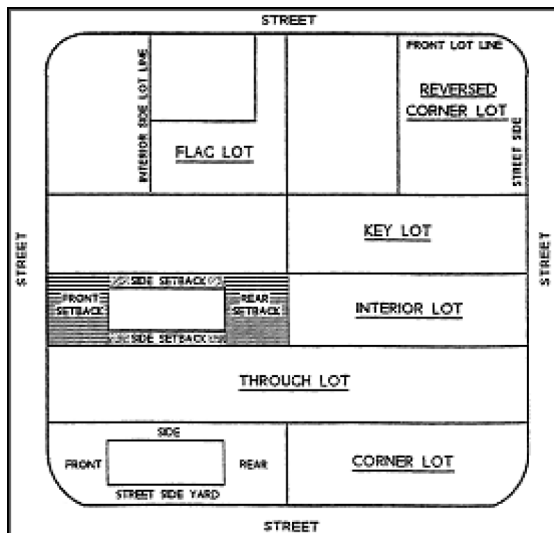
"Loading space" means an area, other than a street, alley, or driving aisle, on the same lot with a building or a group of buildings which is permanently reserved and maintained for the temporary parking of commercial vehicles while loading or unloading merchandise or materials.

"Lot" means a piece or parcel of land occupied or intended to be occupied, by a main building or a group of such buildings and accessory buildings or utilized for a principal use and uses

accessory thereto, together with such open spaces as required by this title, having frontage on a public or approved private street.

"Lot, area" means the area contained within the boundary lines of a lot.

"Lot, corner" means a lot located at the intersection of two or more streets, with one property boundary bordering on each street frontage. (see figure below)



"Lot depth" means the mean horizontal distance between the front and the rear lot lines or between the front lot line and the intersection of the two side lines if there is no rear lot line.

"Lot, developed" means a lot with buildings or structures.

"Lot, flag" means a lot having access to a public or private street by a narrow strip of land. (see figure under "lot, corner").

"Lot, frontage" means that portion of the lot contiguous to the street.

"Lot, interior" means a lot other than a corner lot, abutting only one street (see figure under "lot, corner").

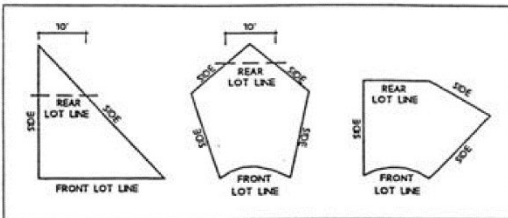
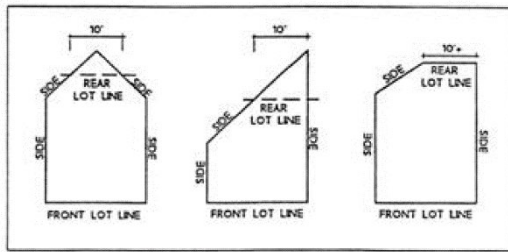
"Lot, key" means a lot with a side line that abuts the rear line of any one or more adjoining lots. (see figure under "lot, corner").

"Lot line" means the property line bounding the lot.

"Lot line, front" means the lot line separating a lot from a street right-of-way, unless the lot line goes to the center of the street, in which case the front lot line shall be measured from the setback for the street right-of-way. The front lot line of a corner lot may face either street

frontage, at the option of the owner, provided that the required rear yard setback is obtainable opposite from the front lot line.

"Lot line, rear" means that lot line, not intersecting a front lot line, which is most distant from and most closely parallel to the front lot line. In the case of an irregularly-shaped lot or a lot bounded by only three lot lines, a line within the lot having a length of ten (10) feet parallel to and most distant from the front lot line shall be interpreted as the rear lot line for the purpose of determining required yards, setbacks, and other provisions of this title. (see figures below)



"Lot line, side" means any lot line, other than a front or rear lot line, which intersects a front lot line. A side lot line separating a lot from a street shall be a side street lot line.

"Lot line, street or alley" means a lot line separating the lot from a street or alley.

"Lot, reversed corner" means a corner lot, the rear of which abuts the side of another lot (see figure under "lot, corner").

"Lot, through" means a lot having frontage on two generally parallel streets (see figure

"Lot, width" means the horizontal distance between the side lot lines, measured at the front setback line.

"A Low-Barrier Navigation Center (LBNC) is a "Housing First," low barrier, temporary, service-enriched shelter that helps homeless individuals and families to quickly obtain permanent housing

"Manufactured home" means a factory-built or manufactured home permitted by State of California and federal laws.

"Mobilehome" means a vehicle, other than a motor vehicle, designed for human habitation.

"Mobilehome" shall include a camp trailer or a trailer coach.

"Dependent mobilehome" means a mobilehome which is not equipped with a toilet for sewage disposal.

"Independent mobilehome" means a mobilehome which is equipped with a toilet for sewage disposal.

"Mobilehome park" means any area or tract of land where one or more mobilehome lots are rented or leased or held out for rent or lease to accommodate mobilehomes used for human habitation. The rental paid for any such mobilehome shall be deemed to include rental for the lot it occupies.

"Natural grade" means the elevation of the original or undisturbed natural surface of the ground.

"Nonconforming structure" means a structure which does not conform to the regulations for height, coverage or yards of the district in which such structure is located, but which was in conformity with applicable regulations, if any, at the time of its erection.

"Nonconforming use" means the use of a structure or land which use does not conform to the use regulations for the district in which such use is located but, which was in conformity with applicable regulations, if any, at the time of its establishment.

"Nursing home" means any premises, other than a hospital, with sleeping rooms where persons are lodged and furnished with meals and nursing care. Any facility providing care for persons suffering from contagious diseases, mental diseases, alcoholism or drug addiction shall be deemed a hospital and not a nursing home.

"Open-air vending facilities" means a stand or non-motorized non-stationary cart or pushcart, for the sale of prepared food, fresh-cut flowers or plants, or other items determined by the planning director to be consistent with this type of use.

"Outdoor sales area" means an outdoor area located on the same lot as the principal business used for merchandise display or storage as allowed under this title.

"Parcel" means an area of land.

"Parcel, non-conforming" means a parcel of land having less area, frontage, or dimensions than required in the zoning district in which it is located.

"Parking lot" means an area of land, a yard or other open space on a lot legally used for or designed for parking motor vehicles.

"Parking space" means a permanently surfaced area of a size as set forth in Chapter 17.108 of this title, either within a structure or in the open for the parking of a motor vehicle, excluding paved areas necessary for access pursuant to the provisions of this title.

"Parking space, private" means an open area for the same uses as a private garage.

"Parking space, public" means an open area used for the parking of automobiles and available to the public, whether for a fee, free or as an accommodation for clients or customers.

"Permitted" means any use or activity allowed by the provisions of this title, and subject to the applicable regulations contained within this title.

"Planning commission." See "commission," of this chapter.

"Planning director" means the planning director of the city or any employee lawfully authorized to perform any duty or exercise any power as his or her representative.

"Persons with a possessory interest in property" means a person or persons holding a possessory interest in the property, for example a periodic tenancy, estate at will, or sufferance, or a person having a contractual right which will ripen into such a possessory interest in the property.



"Property owner" means a person or persons with fee title to the property.

"Quasi-public use" means a use essentially for public purposes, although such use is under private ownership or control.

"Residential density" means the average number of families living on one acre of land in a given area. The net residential density shall be determined by dividing the total number of families in a defined area by the total acreage of all parcels of land used for residential and accessory purposes within the area.

"Sale, fund-raising" means the temporary sale of new or used merchandise, food or food products conducted by a charitable, eleemosynary, or non-profit organization or by groups associated with churches, schools and clubs.

"Seating capacity" means the actual seating capacity of an area as indicated in the most recent edition of the California Building Code.

"Secondary use" means a purpose for which land or a building is or may be intended, occupied, maintained, arranged, or designed, which is less visible, prominent, or important than the primary use(s) on the same lot or parcel.

"Setback" means the required distance that a building, parking lot or other designated item must be located from a lot line.

"Setback, front" means an area formed by a line parallel to a front lot line. The front setback is measured at right angles to the front lot line.

"Setback, rear" means an area formed by a line parallel to the rear lot line. Rear setbacks are measured at right angles to the rear lot lines.

"Setback, side" means an area formed by a line parallel to the side lot line, that extends between front and rear setback areas. Side setbacks are measured at right angles to the side lot lines.

"Shopping center" means two or more contiguous or separate retail commercial stores that share access and/or parking, which function by design, or ultimately function, as a single entity.

"Single Room Occupancy (SROs). An SRO is a single furnished room that can be rented month-to-month or for a more extended period. SROs usually provide common-area kitchens and bathrooms in lieu of separate facilities for each unit; however, a few units may have individual kitchens and bathrooms"

"Story" means that portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above.

"Story, above grade plane" means any story having its finished floor surface entirely above grade plane, except that a basement shall be considered as a story above grade plane where the finished surface of the floor above the basement meets any one of the following:

1.Is more than six feet above grade plane.2.Is more than six feet above the finished ground level for more than fifty (50) percent of the total building perimeter.3.Is more than twelve (12) feet above the finished ground level at any point.

"Story, height" means the vertical distance from top to top of two successive tiers of beams or finished floor surfaces; and, for the topmost story, from the top of the floor finish to the top of the ceiling joists or, where there is not a ceiling, to the top of the roof rafters.

"Street" means a public right-of-way which provides a principal means of access to the abutting property. "Street" shall include avenue, drive, circle, road, parkway, boulevard, highway, thoroughfare and any other similar term.

"Street, private" means a right-of-way or easement in private ownership, not dedicated or maintained as a public street, which private street affords the principal means of access to two or more sites.

"Structural alteration" means any change in the structural members of a building.

"Structure" means anything constructed, the use of which requires permanent location on the ground or attachment to something having a permanent location on the ground.

"Substantial compliance" means compliance with the substantial or essential requirements of this title that, in the judgment of the city, satisfies its purpose or objective even though all of the formal requirements are not strictly adhered to.



# Staff Report to City Council

## FOR THE NOVEMBER 13, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Ron Walker, City Manager  
**Subject:** The Railroad Heritage Park Committee Request for Funding

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b>	<b>Un-funded:</b>	<b>Amount: \$5,000</b>	<b>Fund(s): 100</b>
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2024 authorizing a donation of \$5,000 for the Relocation of the Caboose, and the development of a Rail Park Museum.

### Summary/Background

A plan has been developed with City staff and members of the Colfax Heritage Museum to move the Caboose, currently situated on the corner of Main Street and Grass Valley Street, to the grassy area next to the Heritage Museum. Once the Caboose is moved, the members of the Heritage Museum have made arrangements to add a narrow-gage flat car, that could possibly be used for a stage during events, along with the maintenance car that sits close to where the Caboose currently sits. There have also been indications of other railroad equipment, such as lights being donated. Once all the equipment has been moved and is placed, the end result will be an outdoor Railroad Museum, which will attract more tourism and bring more dollars to our local businesses. The museum will also serve as an educational tool for local community members to learn more about the City's heritage.

### Conclusions and Findings

The Railroad Heritage Park Committee has made significant progress with the planning of this project and along with collecting some donations is requesting \$5,000 from the city to help move the project forward. This project will be completed in phases with relocating the Caboose as phase one. The estimated cost to relocate the Caboose is \$60,000.00. The Railroad Heritage Park Committee will continue to seek funding from various organizations and businesses and will highlight the \$5,000 as a commitment from the city when completing other grant applications.

### Fiscal Impacts

\$5,000.00

### Attachments:

1. Resolution \_\_-2024
2. The Railroad Heritage Park Committee Request for Funding Letter

# City of Colfax

## City Council

Resolution № \_\_-2024

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APPROVE A \$5,000.00 DONATION TO THE RAILROAD HERITAGE PARK COMMITTEE FOR  
THE RELOCATION OF THE CABOOSE TO THE HERITAGE PARK LOCATION

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**WHEREAS**, the City Council of the City of Colfax traditionally donates funds to support certain city-wide events, and projects that help the community each year; and,

**WHEREAS**, the City requires the event organizer to request the funding amount and how the money will be spent; and,

**WHEREAS**, the Railroad Heritage Park Committee is requesting \$5,000 to move the Caboose to the Heritage Park Location; and,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax approves a donation of \$5,000 to the Railroad Heritage Committee for the relocation of the Caboose.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on November 13, 2024, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Kim Douglass, Mayor**

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**Amanda Ahre, City Clerk**

November 4, 2024

City of Colfax  
33 So Main St  
Colfax, CA 95713

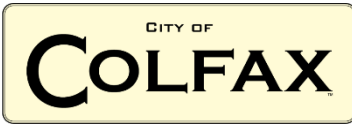
RE Railpark project status and request for donation commitment

Mayor and members of the City Council,

The purpose of this letter and the City Council Meeting presentation is to apprise you of the progress made by the Railroad Heritage Park Committee and to request \$5,000 in seed funding from the City.

The Railroad Heritage Park Committee has made significant progress in the initial planning of the Railpark. We estimate the total project will cost \$60,000. We will seek major project funding from various organizations and businesses.

The seed money requested of the City will enable us to kickstart key activities such as site preparation, planning, and community involvement, but most importantly, it will serve as a powerful endorsement of the Railpark's potential, encouraging larger donors to step forward and contribute.



# Staff Report to City Council

## FOR THE NOVEMBER 13, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Ron Walker, City Manager  
**Subject:** 2024 Winterfest Celebration Funding Request

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$7,000	<b>Fund(s):</b> 100-8263
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2024 approving a \$7,000.00 donation to the Colfax Area Chamber of Commerce to help fund fireworks for the 2024 Winterfest Celebration.

### Summary/Background

The Colfax Area Chamber of Commerce is seeking sponsorship for the 2024 Winterfest celebration to be held on Saturday December 14<sup>th</sup> from 12-8PM this year. The Colfax Area Chamber of Commerce is a 501-c6 non-profit organization and is requesting a donation in the amount of \$7,000.00 from the City to help pay for fireworks and general event costs.

### Conclusions and Findings

Staff is requesting the council discuss the Colfax Area Chamber of Commerce's request for help to finance the event and provide direction.

### Fiscal Impacts

\$7,000.00

### Attachments:

1. Resolution \_\_-2024
2. Letter of Funding Request.
3. Fireworks \$ Stage FX America Proposal

# City of Colfax

## City Council

Resolution № \_\_-2024

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**APPROVING A \$7,000 DONATION TO THE COLFAX AREA CHAMBER OF COMMERCE TO  
HELP FUND FIREWORKS FOR THE 2024 WINTERFEST CELEBRATION**

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**WHEREAS**, the City Council of the City of Colfax traditionally donates funds to support certain city-wide events each year; and,

**WHEREAS**, the City requires the event organizer to request the funding amount and how the money will be spent; and,

**WHEREAS**, the Colfax Area Chamber of Commerce, the organizer of the 2024 Winterfest Celebration has requested \$7,000 to go towards the purchase of fireworks for the event which is scheduled for December 14<sup>th</sup> from 12-8PM this year; and,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax approves a donation of \$7,000 to the Colfax Area Chamber of Commerce to go towards the purchase of fireworks for the 2024 Winterfest Celebration.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on November 13, 2024, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Kim Douglass, Mayor**

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**Amanda Ahre, City Clerk**



Colfax Area Chamber of Commerce  
P.O. Box 86, Colfax, CA 95713  
(530)346-8888  
ColfaxAreaChamber@gmail.com  
www.ColfaxChamber.com



Item 8B

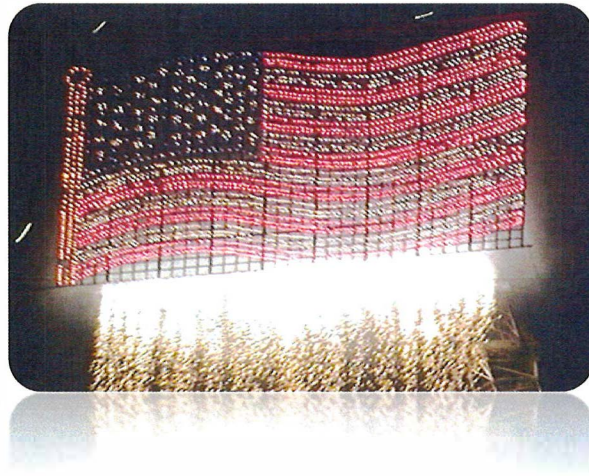
Dear City of Colfax & Colfax City Council,

The Colfax Area Chamber of Commerce is seeking sponsorships for our 2024 Winterfest Celebration. This event is held in Historic Downtown Colfax on Saturday, December 14th from 12-8PM. As a 501-c6 non-profit organization, we would like to request the support of the City for the event's fireworks. We are asking for a total of \$7000 to cover the costs of producing the show. This unique show is the spirit of Winterfest and your contribution would provide this experience to our community. We appreciate your consideration in this matter and your continued support of community events.

Regards,

*Colfax Area Chamber of Commerce*

# Colfax Chamber of Commerce



Presents

## **Winterfest Celebration!** **A Fireworks Extravaganza** **12.14.2024**

Produced by



"The Difference Is Quality"

**Colfax Chamber of Commerce**  
**Winterfest Celebration!**  
**12.14.2024**

**Main Show**

Color, Multi-Color, Flitter, Glitter,  
Electric Color & Color Changing Shells

3" 45  
4" 20

Distinctive & Unique Aerial Shells

3" 10  
4" 10

Premium Aerial Shells

3" 5  
4" 5

**Aerial Grand Finale**

Color/Multicolor Finale

2.5" 50  
3" 60  
4" 20

**Price**

Program A \$7,000.00

Total Cost \$7,000.00

**Totals**

**Program**

**A**

Shells

2.5" 50  
3" 120  
4" 55

Total Shells 225

Running Time in Minutes

Minimum 3.7  
Maximum 6.9



**Colfax Chamber of Commerce**  
**Show Concept, Services List,**  
**and Miscellaneous Details**

**Services List:**

**Fireworks America to Provide:**

- 1) Permit Filings as Required
- 2) Storage and Delivery of fireworks
- 3) All Equipment to produce the display
- 4) Insurane Aggregate amount of \$10,000,000 Combined Single Limits
- 5) Worker's Compensation Insurance (Statute)

**Colfax Chamber of Commerce to Provide:**

- 1) A Suitable Firing Site
- 2) Adequate Security for Firing Site
- 3) Permit Fees
- 4) Standby Firefighter Fees, if req'd
- 5) Sound System and Playback
- 6) Adequate Permit Time as listed below.
- 7) Suitable Restroom and Handwash facilities for the crew

**Minimum Time Required**

Fireworks America will provide permitting services on your behalf. There are minimum times required to pull these permits. Contracts and deposits must be signed and back to us prior to starting these services. Here are the **minimum permit times.**

Land Based Shows based require a minimum of **30 days** to permit based on Local and State Ordinance, FAA and other requirements.

Water based shows require a minimum of **60 days** to permit based on all of the above PLUS Coast Guard requirements.

Please plan your show accordingly.

**Operators and Assistants:**

Fireworks America will provide the services of a State Licensed Pyrotechnic Operator and experienced crew to fire your display. The entire crew will be covered under Fireworks America's Worker's Compensation Insurance.

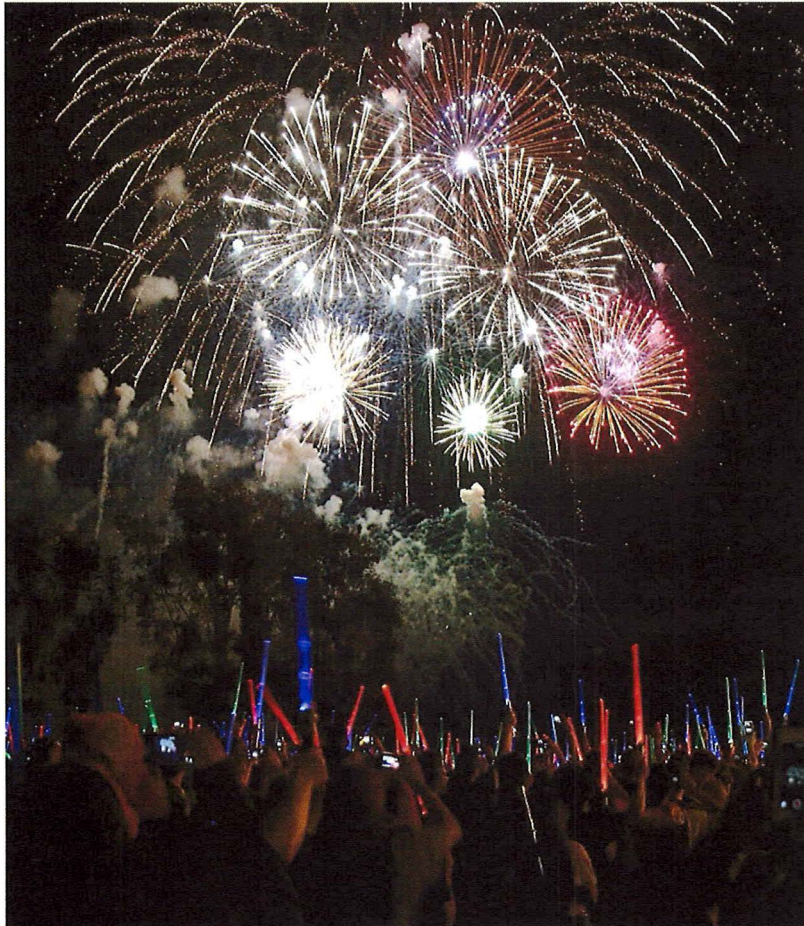
Continued

**Payment Terms:**

50% of the Sum is to be paid to FA at the signing of the Contract, Balance Net 10 Days After Display

**Method of Discharge:**

The show will be fired manually.







## ***PYROTECHNIC PUBLIC DISPLAY CONTRACT***

Fireworks & Stage FX America, LLC  
 dba: Fireworks America  
 PO Box 488  
 Lakeside, CA 92040  
 619-938-8277  
 619-938-8273 Fax

1) This Contract, entered into this 31st day of October, 2024, by and between FIREWORKS & STAGE FX AMERICA, LLC., dba FIREWORKS AMERICA, a California Corporation, duly licensed by the Federal Bureau of Alcohol, Tobacco, Firearms and Explosives and the State of California, hereinafter referred to as "FA" and COLFAX CHAMBER OF COMMERCE hereinafter referred to as "BUYER".

2) FA agrees to furnish BUYER, in accordance with the terms and conditions set forth herein, One (1) fireworks/special effects display(s) as per Program A, submitted, accepted and made part hereof, and the services of a licensed pyrotechnic operator who will be in charge of the execution of said display unless otherwise agreed in writing. This display is to be performed on 12.14.2024, located at Hansen Brothers Street.

The time of the display is to be at: 8:30pm

BUYER agrees to FA the sum of: SEVEN THOUSAND DOLLARS AND NO (\$7,000.00), per the following terms:

50% of the Sum is to be paid to FA at the signing of Contract. , Balance is Net 30 Days after Display  
 Contract and Deposit to be received by: 11/20/2024

4) Should the BUYER default on these payment terms, a finance charge at a rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is greater, will be charged and accrued on the unpaid balance of the Contract until the Contract is satisfied.

FA is hereby authorized to receive BUYER's financial information from any person or entity for the purpose of verifying BUYER's ability to pay.

5) BUYER, at its expense, agrees to provide FA a suitable DISPLAY SITE in which to stage, setup and fire the display. This DISPLAY SITE will incorporate an appropriate fallout zone, which has to be approved by FA, and that will fulfill any requirements set forth by any governing legal authority. Should the proposed site require the involvement of specialized equipment, watercraft or clean up, BUYER agrees to provide said equipment and labor at BUYER's expense.

## Fireworks America Public Display Contract

6) BUYER, at its expense, agrees to provide adequate security to prevent any access to the DISPLAY SITE by members of the general public or any persons not expressly approved by FA. Any claim arising from damage to persons or property caused by any unauthorized access to the DISPLAY SITE is the sole responsibility of the BUYER. Should a multiple day setup be required, BUYER shall provide appropriate security during all the times FA is away from the DISPLAY SITE.

7) BUYER, at its expense, agrees to pay for any required "standby" Firemen, and/or any applicable permit costs and fees as required by state and local statutes, ordinances or regulations. BUYER agrees to indemnify FA for any and all changes or adjustments made to the DISPLAY at the request of any governing legal authority.

8) BUYER, at its expense, shall provide FA sufficient parking, all necessary site and event passes and allow FA sufficient time and available access, as determined by FA, to safely and professionally setup and discharge the display and subsequently remove the display equipment from the DISPLAY SITE.

9) Should BUYER fail to comply or prove itself unable to comply with the requirements stated in paragraphs 5, 6, 7 and 8 herein, FA shall have no obligation to continue with the performance of the display and the BUYER agrees to pay the full contract price plus any additional associated expenses incurred by FA.

10) BUYER agrees to assume the risk of weather, or any other cause that is beyond FA's control, that may prevent the display from being discharged on the scheduled date and time. In the event that FA, at its sole discretion, determines that the weather unsuitable for the discharge of the display, BUYER shall pay per the cancellation terms contained in paragraph 11 herein.

11) BUYER shall have the option to cancel this display at any time. If BUYER decides to cancel, BUYER agrees to pay to FA 35% of the display contract price and all other associated costs incurred by FA, including, but not limited to, permits, insurance, pyrotechnic operator's fee, transportation, choreography, custom design or any other provable expense associated with the execution of the Display.

12) BUYER agrees to hold FA harmless from all claims and penalties made against FA in the event that the display fails to start on time or is disrupted after commencement as a direct result of equipment or product malfunction or failure.

13) FA agrees to provide insurance coverage of Six Million Dollars, Bodily Injury and Property Damage and statutory limits for Worker's Compensation. This insurance covers the operations of FA only and does not extend to any other aspect of the event at which such a display may be held. FA's operations are deemed complete when FA has vacated the premises.

14) Should BUYER fail to perform its obligations as set forth herein, BUYER agrees to indemnify, defend and hold FA harmless from all claims and suits made against FA in conjunction with the discontinuance or cancellation of the display.

## Fireworks America Public Display Contract

15) FA agrees to defend, indemnify and hold harmless BUYER from and against all claims and liability arising out of the services to be performed by FA hereunder, except to the extent arising from BUYER'S negligence or willful misconduct.

16) The laws of the State of California shall govern this contract. It is agreed that any court of competent jurisdiction located in the County of San Diego, CA shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Contract, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled.

17) Nothing in this contract shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between BUYER and FA. Neither party shall be held responsible for any agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.

18) BUYER shall not under any circumstances, be entitled to recover any consequential damages from FA. Nothing in this paragraph shall be construed as a modification or limitation on the insurance coverages afforded in Paragraph 13 herein.

19) Buyer, at its expense, agrees to provide FA crews with suitable restroom and handwash facilities in the immediate area of the shooting/working location.

20) Other Considerations: NONE

21) This agreement shall be binding on the parties and on their heirs, executors, administrators, successors and assigns.

In Witness the parties hereto, by or through their duly authorized agents, have set their hands and seals this 31st day of October, 2024.

Fireworks & Stage FX America, LLC.

Colfax Chamber of Commerce

By: James Acker

By: \_\_\_\_\_

Title: Area Manager

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_