

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



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

REGULAR MEETING AGENDA

March 9, 2022

Regular Session: 6:00PM

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

ZOOM at

<https://us02web.zoom.us/j/81401122278>

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

814 0112 2278

1 (669) 900-6833	1 (346) 248-7799	1 (312) 626-6799
1 (929) 205-6099	1 (253) 215-8782	1 (301) 715-8592

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

You may also submit written comments to the City Clerk via email at city.clerk@colfax-ca.gov, via regular mail to P.O. Box 702, Colfax CA 95713, or by dropping them off at City Hall, 33 S. Main Street, Colfax CA 95713. Please submit written comments by 4:00 pm on the day of the meeting. Comments received will be submitted to Council and made a part of the record.

1 CLOSED SESSION (NO CLOSED SESSION)

2 OPEN SESSION

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

This is the time for changes to the agenda to be considered including removal, postponement, or change to the agenda sequence.

Recommended Action: By motion, accept the agenda as presented or amended.

3 CONSENT CALENDAR

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



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

March 9, 2022

Recommended Action: Approve Consent Calendar

3A. Authorize remote teleconference meetings pursuant to Government Code Section 54953(e) [AB 361] (Pages 4-7)

Recommendation: Adopt Resolution ___-2022 authorizing remote teleconference meetings pursuant to Government Code Section 54953(e) [AB361].

3B. Minutes (Pages 8-9)

Recommendation: By Motion, approve the Colfax City Council minutes of 2/23/22

3C. Sewer Collection System and Waste Water Treatment Plant Improvements Construction Management and Inspection – Psomas (Pages 10-30)

Recommendation: Adopt Resolution ___-2022 authorizing the City Manager to execute an agreement with Psomas for sewer collection system and Waste Water Treatment Plant improvements project construction management and inspection in an amount not to exceed \$450,000.

*** End of Consent Calendar ***

4 AGENCY REPORTS

4A. Placer County Sheriff Department

4B. CHP

4C. Placer County Fire Department/CALFIRE

4D. Chamber of Commerce

5 PRESENTATION (None)

6 PUBLIC HEARING

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

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

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

6A. SB 1383 Compliance (Pages 31-61)

Presentation: Carrie Baxter, Project Manager with R3 Consulting Group, Inc.

Recommendation: Introduce the proposed ordinance by title only, conduct a public hearing, waive the first reading and schedule the proposed ordinance for second reading and adoption at the March 23, 2022, regularly scheduled meeting, to be effective 30 days thereafter.



7 **PUBLIC COMMENT**

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

8 **COUNCIL AND STAFF**

The purpose of these reports is to provide information to the Council and public on projects, programs, and issues discussed at committee meetings and other items of Colfax related information. No decisions will be made on these issues. If a member of the Council prefers formal action be taken on any committee reports or other information, the issue will be placed on a future Council meeting agenda.

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

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

9 **COUNCIL BUSINESS**

9A. **Fiscal Year 2021-2022 Mid-Year Operating Budget Review** (Pages 62-69)

Recommendation: Review fiscal year 2021-2022 mid-year budget report and approve budget amendments.

9B. **Placer Homelessness Action Phase One Report – Letter of Recommended Guidance** (Pages 70-121)

Recommendation: Discuss and consider authorizing the Homelessness Ad hoc to develop a letter of recommended guidance to Placer County Board of Supervisors regarding the Placer Homelessness Action Phase One Report.

10 **GOOD OF THE ORDER**

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

11 **ADJOURNMENT**

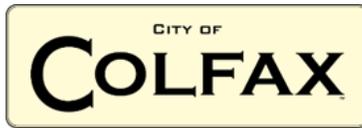
I, Marguerite Bailey, City Clerk for the City of Colfax, declare that this agenda was posted in accordance with the Brown Act at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>

Marguerite Bailey

Marguerite Bailey, City Clerk

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





Staff Report to City Council

FOR THE MARCH 9, 2022, REGULAR CITY COUNCIL MEETING

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

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __-2022 authorizing remote teleconference meetings pursuant to Government Code Section 54953(e) [AB 361].

Summary/Background

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

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

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

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

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

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

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

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

Fiscal Impact

None

Attachments:

1. Resolution __-2022

City of Colfax

City Council

Resolution No. __-2022

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

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

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

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

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

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

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 9th of March, 2022, by the following vote of the Council:

AYES:

NOES:

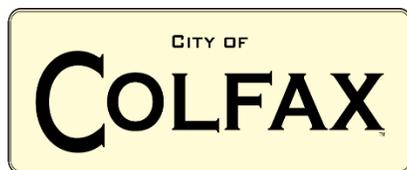
ABSTAIN:

ABSENT:

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey City Clerk



City Council Minutes

Regular Meeting of Colfax City Council

Wednesday, February 23, 2022

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

1 **CLOSED SESSION** (NO CLOSED SESSION)

2 **OPEN SESSION**

2A. **Call Open Session to Order**

Mayor Burruss called the open session to order at 6:01 PM.

2B. **Report from Closed Session**

No Closed Session

2C. **Pledge of Allegiance**

2D. **Roll Call**

Present: Councilmember Lomen (via ZOOM), Councilmember Ackerman, Councilmember Fatula, Mayor Pro Tem Mendoza, and Mayor Burruss.

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

MOTION made by Mendoza to approve the agenda order with the exception of Item 9A, which was postponed, and seconded by Ackerman, and approved by the following vote:

AYES: Lomen, Ackerman, Fatula, Mendoza, Burruss

NOES:

ABSTAIN:

ABSENT:

3 **CONSENT CALENDAR**

3A. **Cash Summary – January 2022**

Recommendation: Accept and File.

3B. **Minutes**

Recommendation: By Motion, approve the Colfax City Council minutes of 2/9/22

3C. **Sheriff Substation Emergency Facility Repairs**

Recommendation: Adopt Resolution __-2022 authorizing the City Manager to expense funding for the Belfor Property Restoration Inc. invoice for the Placer County sheriff Substation emergency repairs, in an amount not to exceed \$22,428.

End of Consent Calendar

MOTION made by Fatula to approve the consent calendar, and seconded by Mendoza and approved by the following vote:

AYES: Lomen, Ackerman, Fatula, Mendoza, Burruss

NOES:

ABSTAIN:

ABSENT:

4 **AGENCY REPORTS**

- 4A. **Placer County Sheriff Office** – Sergeant Kevin Griffiths stated he would provide statistics at the next meeting.



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- 4B. **CHP** – Public Information Officer Chris Nave provided 2021 Highway statistics in the County.
- 4C. **Placer County Fire/CALFIRE** – Unit Chief Brian Estes introduced the new Battalion Chief 13, Jeff Loveless, who will join the team as both a State and Placer County position with Station 30, and overseeing Company 36.
Captain Nolan Hale gave an update on events happening in the City.
- 4D. **Colfax Chamber of Commerce** – Not Present.

5 **PRESENTATION**

- 5A. City Manager Wes Heathcock, Public Works Director Martin Jones, Deputy Chief Mike Ruefanct, Sergeant Kevin Griffiths, AmeriGas Representative Tom Sorell, Suburban Propane Representative Ryan Murtagh, Campora Representative Andy Cohen, and PG&E Representative Brandon Sanders discussed the challenges, obstacles, and lessons learned from the winter storm event of December 26, 2021. Public Comment was received by Kristi Parnham via Facebook Live.

6 **PUBLIC HEARING (None)**

7 **PUBLIC COMMENT**

Tim Dion spoke about public safety and cannabis. Jim Dion spoke about Council teleconferencing technology.

8 **COUNCIL AND STAFF**

- 8A. **Committee Reports and Colfax Informational Items – All Councilmembers** - No reportable actions
- 8B. **City Operations Update – City Manager** – Discussed the applications into CAL OES grant funding opportunities.

9 **COUNCIL BUSINESS**

- 9A. **Mid-Year Budget Review FY 2021-2022**

Item was postponed.

10 **GOOD OF THE ORDER**

Mayor Burruss explains that there will be a mobile help center outside of the Sierra Vista Community Center on March 10, 2022 to help answer questions about re-establishing power for rebuilt homes and businesses after the River Fire.

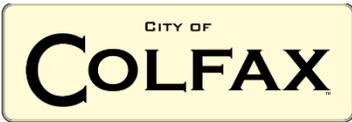
11 **ADJOURNMENT**

As there was no further business on the agenda, Mayor Burruss adjourned the meeting, by motion and without objection at 7:29 pm. Respectfully submitted to City Council this 9th day of March, 2022.

Marguerite Bailey

Marguerite Bailey, City Clerk





Staff Report to City Council

FOR THE MARCH 09, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Sewer Collection System and Waste Water Treatment Plant Improvements
 Construction Management and Inspection – Psomas

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$450,000	Fund(s): 560/561 Grant Reimbursed (CWSRF)
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RECOMMENDED ACTION: Adopt Resolution __-2022 authorizing the City Manager to execute an agreement with Psomas for sewer collection system and Waste Water Treatment Plant improvements project construction management and inspection in an amount not to exceed \$450,000.

Summary/Background

In 2018, the City of Colfax applied for and was awarded a \$500,000 Clean Water State Revolving Fund (CWSRF) Small Community grant through the State Water Resource Control Board (Water Board). The funding was used to identify waste water related projects with the goal of improving operational efficiency at the City’s Waste Water Treatment Plant (WWTP), increasing the capacity of the City’s sewer collection system by reducing storm water inflow and groundwater infiltration (I&I) into the system, and reducing the overall cost of operating and maintaining the WWTP and collection system. The Project is titled “2020 WWTP and I&I Mitigation Project” (Project).

The Project consists of the following aspects:

1) Solar System Installation at the WWTP

The cost of utilities (primarily electricity) is the second highest cost of Sewer Operations and accounts for approximately 15% of total operating costs. Information gathered to date indicates that, with a solar system installed at the WWTP, the City may save more than \$100,000 during the first year of full operations and at least \$2,500,000 over 30 years. Utilizing the Planning Grant fund, Staff solicited proposals from design/build solar system installers, interviewed candidates and selected the highest ranked firm that also provided the lowest cost proposal. Subsequently, City Council awarded a contract to Holt Renewables for this design/build project on December 9, 2020. The City authorized the contractor to proceed with construction on December 10, 2021.

2) Algae Reduction at the WWTP

During the wet season, influent flows that are higher than the WWTP is designed to handle are stored in the plant’s pond system. The water is then recovered from the ponds and added to the influent for treatment.

Storing nutrient rich water, combined with warm temperatures and sun, causes algae to grow. The WWTP is not equipped to deal with algae, as it causes an increased, but false, chemical oxygen demand (measurement of chemicals in the water that can be oxidized) and turbidity issues. The plant operators use the chemical oxygen demand to calculate process changes needed. Turbidity monitoring is a NPDES (National Pollutant Discharge Elimination System) requirement per the State Water Resources Control Board’s permit for the WWTP.

The WWTP’s permit requires dewatering the storage ponds adequately for the next wet weather season. Currently the WWTP has no treatment process to facilitate the removal of algae to effectively dewater the

ponds on a consistent basis. The goal is to purchase a 0.25mgd (million gallons/day) Dissolved Air Flotation (DAF) or Suspended Air Flotation (SAF) to allow the operators to coagulate and dispose of the algae prior to adding stored water back into the treatment system.

Utilizing the Planning Grant Fund, Staff has completed studies and a run pilot test in preparation for design of an algae reduction system.

3) I&I Mitigation of the Sewer Collection System

Storm water inflow and groundwater infiltration (I&I) is caused by groundwater and street level storm water entering the sewer collection system. Once in the system, the City must treat this water at a significant cost. The goal of I&I Mitigation projects is to reduce, to the greatest extent possible, I&I. Along with treatment cost reductions, benefits include increased sewer capacity to support new development without costly upgrades to the sewer system and less wear and tear on the pipes and manholes.

Utilizing the Planning Grant, Staff has completed studies and inspection of the sewer collection system to locate potential sources of I&I. This information will be used to prepare construction plans to rehabilitate these pipeline, manhole and house laterals.

4) Lift Station #3 Force Main Replacement

The City maintains Sewer Lift Station #3 located south of Culver Road. The lift station force main needs replacement due to past failures. The project will replace those portions of the force main to extend its useful life.

The planning phase of the project was closed in February 2021 with \$96,191 of the \$500,000 unused. These remaining funds have been reallocated to the construction phase of the project.

CWSRF Construction Grant

City Staff applied for a \$5,596,191 million CWSRF and Prop1B grant for construction of the above-described projects. The grant funding agreement was executed on January 6, 2022. The SWRCB further authorized construction reimbursement for the solar system construction costs on February 22, 2022.

Construction Management and Inspection Services

In December 2021, City staff solicited statements of qualifications (SOQ) from seven construction management and inspection firms located in the greater Sacramento and foothill areas to manage ongoing construction of the projects described above. Of those solicited firms, four provided a SOQ by the due date of January 16, 2022. Two firms, Psomas and Rubicon Construction Management, were selected for interviews. City staff ultimately selected Psomas as the most highly qualified firm to provide the necessary services to the City for this project.

City Staff would like to extend a contract to Psomas to provide Construction Management and Inspection (CM & Inspection) services during the construction life of the project. Construction is expected to continue from March 2022 through at least March 2023. Psomas provided the attached proposal for these services totaling \$374,490. The services are described in the attachments including general management, oversight and daily inspection of all construction activities on behalf of the City. The services will further include soils and materials testing and special electrical inspections.

Staff recommends that City Council authorize the City Manager to enter the City into an agreement with Psomas to provide CM & Inspection related services, as outlined in the attached proposal, for \$374,490 and authorize expenditures up to \$450,000 as a contingency.

FISCAL IMPACT:

The cost of the agreement is funded from Funds 560/561 reimbursable from the Clean Water State Revolving Fund (CWSRF) Grant.

Attachments

1. Resolution __-2022
2. Psomas Agreement

City of Colfax

City Council

Resolution No. __-2022

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PSOMAS FOR SEWER COLLECTION SYSTEM AND WASTE WATER TREATMENT PLANT IMPROVEMENTS PROJECT CONSTRUCTION MANAGEMENT AND INSPECTION IN AN AMOUNT NOT TO EXCEED \$450,000

WHEREAS, City Staff applied for a \$5,596,191 million CWSRF grant for sewer collection system and Waste Water Treatment Plant improvements construction projects; and,

WHEREAS, Staff solicited statements of qualification from seven construction management and inspection firms located in the greater Sacramento and foothill areas to manage ongoing construction of the projects; and,

WHEREAS, Psomas was selected as the most highly qualified firm to provide the necessary services to the City for the projects.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to execute an agreement with Psomas for sewer collection system and Waste Water Treatment Plant improvements construction management and inspection in an amount not to exceed \$450,000.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 9th of March 2022 by the following vote of the Council:

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

ATTEST:

Trinity Burruss, Mayor

Marguerite Bailey, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this **10TH day of March ,2022** by and between the City_ of Colfax, a municipal corporation of the State of California ("City") and **Psomas** ("Consultant").

RECITALS

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

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

Section 1. Services.

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

Section 2. Time of Completion.

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. **The contract term is for three (3) years commencing the day following the elected body approval.** During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

- A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least:
 - i. the date of performance of each of the Services,
 - ii. identification of the person who performed the Services,
 - iii. a detailed description of the Services performed on each date,
 - iv. the hourly rate at which the Services on each date are charged,
 - v. an itemization of all costs incurred and
 - vi. the total charges for the Services for the month invoiced.

Consultant Agreement

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

Section 6. Insurance.

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

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

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

- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.

- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:

1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
 4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.

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

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

Section 13. Independent Contractor.

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant shall submit completed W -9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

Section 14. Ownership of Documents.

Within thirty (30) days after the Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have

the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

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

If to Consultant: Psomas
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678

Section 23. Execution.

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

Section 24. Successors.

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

Section 25. Attorney's Fees.

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

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

CITY

CONSULTANT

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

Psomas Scope of Services

Our approach to managing this project starts with staffing the three City projects with a professional and dedicated part-time Resident Engineer and part/full-time Construction Inspector. The Psomas Resident Engineer will serve as the City's representatives in administering the construction contracts to verify that the contracts' requirements, plans and specifications, and all other applicable documents for the projects are met.

The Psomas Resident Engineer and Construction Inspector(s) will work with the City's Project Manager, Construction Contractor(s), Design Engineer, subconsultants, and the public to anticipate challenges and solve day-to-day issues during project construction, thus preventing these issues from escalating into larger problems or claims. The Psomas Project Manager and Resident Engineer will manage and direct staff personnel and subconsultants during the project and confirm that assigned tasks are followed and construction schedule timeframes are met.

Any issues or concerns that may delay the construction schedule will be discussed immediately with the City's Project Manager to resolve and receive direction. Psomas' Project Work Plan responsibilities shall also include the following that will be divided into three tasks, Pre-Construction, Construction and Post-Construction.

Task 1 - Pre-Construction Phase/Conference

1.1 Review Project Documents, (Plans, Specifications, Permits, Agreements, Easements, and Environmental Documents)

The Resident Engineer and Construction Inspector will review the contract documents (PS&E) including permits, agreements, and easements. This information will be discussed with subconsultant team members to make sure everyone understands the requirements, roles, responsibilities, goals, and objectives of the project.

Psomas will facilitate a pre-construction conferences with the Contractors and all stakeholders prior to the start of construction activities on the projects. At the meetings, we review the project plans and specification requirements, highlighting areas such as project communication lines, traffic safety issues, labor compliance, utilities, material testing, scheduling of regular progress meetings (if needed), progress payments, and other salient features of these contracts.

1.2 Documentation of Pre-Construction Conditions

Our Construction Inspector will document pre-construction conditions using photographs and video documentation. Key emphasis will be put on utilities, drainage facilities, adjacent businesses and/or plant locations, and existing pavement surfaces that may be used by the Contractor and any areas that could potentially be disturbed by the Contractor.

Task 2 - Construction Phase

2.1 Project Coordination and Correspondence

Upon the start of construction activities, our Resident Engineer will implement the agreed-upon construction management procedures, policies and practices. He will serve as the point of contact with the Contractors and act as the liaison between the City, utilities, and all other parties involved in the contracts. Contract administration duties include correspondence, project documentation records, and weekly progress and coordination meetings.

2.2 Monthly Invoicing and Budget Tracking Summaries

Psomas' invoicing procedures are focused on providing our clients the information they need to adequately account for our services and also pass those costs on to others, if necessary. Prior to submitting each month's official invoice, we e-mail a budget analysis to the City's Project Manager showing assigned staff, their hours, cumulative hours, and costs. We also provide a forward-looking "burn rate" that enables us to forecast the future budget as best we can.

2.3 Weekly Project Meetings

Weekly meetings with City staff, Psomas, Contractor, and Subcontractors will occur to ensure Project goals are met, safety issues are addressed and resolved, and projects remain on budget and on schedule. The Resident Engineer will also provide a weekly statement of working days to the City for each contract.

2.4 Payment Recommendations

Monthly progress pay estimates will be generated based upon an accepted schedule of values submitted by the Contractors and the contract bid items as presented in the contract specifications and shall adhere to the requirements of, and be prepared in a format approved by, the City. All monthly payment requests received from the Contractor will be verified as to reasonableness, differences will be discussed with the Contractor, and quantities submitted are supported by field-measured documentation prepared by our Construction Inspector.

2.5 Change Orders, Revisions, and Claims Management

Resident Engineer will review and process change orders, plan revisions, and any claims or potential change orders. If the change order affects outside agencies, any necessary concurrence will be discussed and approved prior to implementing any CCO work. Corresponding cost analysis, time and schedule impacts, necessary drawings for corrections or changes, field reports, correspondence, and supporting calculations will be placed in the project files with each approved change order or potential claim issue. Psomas will provide prompt review of any additional cost claims from the Contractors, develop an independent estimate, and provide a recommendation to the City. If requested, Psomas will be available after completing the project to perform claims administration, including coordinating and monitoring claims response preparation, logging claims, and tracking claims status.

2.6 Requests for Information (RFI)/Submittals

RFIs, Contractor-requested clarifications, interpretations of the contract plans and specifications requiring technical responses received from the Contractor will be logged and then reviewed and responded to in a timely manner by the Resident Engineer or Construction Inspector. In some cases, the RFIs may need to be forwarded to the Design Engineer via transmittal for a response. All related transmittals/responses will be logged and reviewed at each weekly meeting, with copies forwarded to the City's Project Manager.

Psomas will log submittals received from the Contractors and will review and respond to them promptly. Our Resident Engineer and Construction Inspector will develop a submittal distribution list to identify parties responsible for review and acceptance. In cases where City Departments or the Design Engineer must review the submittal, we will briefly review the submittal for completeness before forwarding the information to the appropriate individual for review. Upon receipt of the reviewed submittal, Psomas will return the submittal with an approval, denial, or direction to the Contractors.

2.7 Construction Observation/Inspection Services

Psomas' Construction Inspector will check daily, the quality and quantity of the work performed by all trades and verify provisions of the contract documents are being fulfilled. Psomas will inspect construction methods, materials, techniques, and sequences to evaluate the Contractor's compliance with the construction documents, provide

observation of material testing, and review all construction before burial.

Our Construction Inspector will continually monitor the Contractor's implementation of their traffic control plans and will verify all required construction access for residents and businesses during any temporary road closures. Monitoring of water pollution control measures within the project sites will be inspected.

Daily Inspection Reports will be prepared and completed each day to document observed construction activities. They will include the number, classification, and hourly summary of Contractor's activity and equipment, the work performed by apprentices, weather, and consist of salient discussions, abnormal occurrences, unforeseen conditions, and observations noted by the field inspector(s) during the course of their inspection duties.

Our Construction Inspector will mark up a field redline set of drawings to incorporate Contractor record-drawing markups, prepare punch lists, coordinate and conduct the final inspections and accept walk-throughs. Digital photographs will be taken daily to document the progress of the project. They will be stored and provided to the City in digital format at the close of the project, along with all other digital data on a flash drive.

2.8 Traffic Control

Psomas will coordinate and review the Contractor's traffic control plans to ensure that adequate consideration is made for traffic safety in street work zones regarding motorists, pedestrians, and construction workers. The Contractor's planned activities, which require traffic control impacting local residents/businesses and

motorists, will be closely reviewed and evaluated to provide the least possible disruption to traffic flow.

Submitted closure requirements and conditions will be reviewed for compliance with lane closure restrictions for holidays and special days, as well as with the closure charts. All traffic control plans will be checked for conformance with the latest MUTCD standards. Routine monitoring of traffic control items will be performed to verify that devices are installed correctly and are effective during both daylight and nighttime hours. Clear advanced notices of traffic changes during construction and the implementation of well-conceived traffic control plans will be utilized to minimize disruptions.

2.9 Health and Safety Awareness

Psomas will maintain awareness of health and safety requirements and will enforce contract provisions for the protection of public and project personnel in and around the construction site and detour areas. As always, Psomas cannot be responsible for the construction Contractor's means, methods, techniques, or for safety measures, precaution or programs at the project site.

However, we will stress to the Contractors that safety of the public, workers, and all project participants will be monitored at all times. Should safety issues develop during construction, Psomas will notify the City, agree upon the necessary course of action, and document.

2.10 Material Sampling and Testing

The Psomas team will manage and coordinate material testing and support services, as provided by others under a

separate contract with the City. Psomas will observe all testing and verify that appropriate methods as specified in the contract documents are used and will review all test reports to substantiate contract compliance.

2.11 Labor Compliance

As part of his field duties, our Construction Inspector will conduct periodic labor compliance interviews using accepted forms issued by the State or City's Labor Compliance guidelines. Field inspection diaries will note the presence of the Contractors, Subcontractors, and apprentices on the project each day. This will allow for payroll verification, adherence to compliance with state prevailing wage and labor laws, apprenticeship requirement verification, and Subcontractor/DBE utilization tracking.

Task 3 - Post-Construction Phase

3.1 Punch Lists

For all contract item work that approaches completion, our Construction Inspector will generate a punch list of any and all deficiencies and will collect any punch list items generated from the City of Colfax. If a Contractor requests a punch list before substantial completion of the work, the list shall be labeled 'Preliminary' and the Contractor informed that additional punch list items may follow.

3.2 Final Inspection

After the Contractors have completed the correction of all deficient items noted in the preliminary punch lists, our Resident Engineer will coordinate and lead a final "job walk" through the project. Once all

items are complete, Psomas will submit a letter to the City stating that to the best of our knowledge and belief, the project has been completed in accordance with the Construction Contract Documents and recommend acceptance.

3.3 Contract Acceptance/Closeout

Upon acceptance by the City, our Resident Engineer will prepare and process the Proposed Final Estimate and will prepare the Final Report for each contract. Upon final completion and as requested by the City, Psomas will submit an electronic copy of the project records, containing work categories applicable to this project, numbered per Caltrans filing system within two weeks of the Contractor's last working day.

City of Colfax
WWTP and I&I Projects CM and Inspection 2022 Lean

Final Cost Proposal

Consultant Name

PSOMAS

DIRECT LABOR

Staged Construction

<u>Classification</u>	<u>Name</u>	<u>Company</u>	<u>Hours</u>		<u>Initial Hourly Rate</u>	<u>Total</u>
Principal in Charge	Frank Martin, PE	Psomas	22	@	\$ 240.00	\$ 5,280
PM/Resident Engineer	Cliff Watson, PE	Psomas	514	@	\$ 230.00	\$ 118,220
RE/Inspector	Fred Tadewaldt	Psomas	1,201	@	\$ 190.00	\$ 228,190
Supplemental Inspection	Chris Estep	Psomas	120	@	\$ 190.00	\$ 22,800
	Alex Hernandez	Psomas				
Subtotal Direct Labor Costs						\$ 374,490

TOTAL COST

\$ 374,490

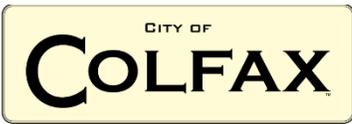
NOTES:

- 1) Construction (field) inspection staff will conform to prevailing wage requirements as posted by State of California - Department of Industrial Relations.
- 2) Overhead audited by independent certified public accountancy firm, Stoughton Davidson. Cognizant agency review & approval was completed by Caltrans w/o exception.
- 3) Exempt staff classifications applies to Project Manager and Resident Engineer. Overtime for Exempt Employees is charged at the Regular Hourly Rate.
- 4) For Non-Exempt staff, standard OT (1.5x) is charged at approximately 133% of the straight time hourly rate since health & welfare is covered in the first 40 hours. No overtime is included in this budget.
- 5) For Non-Exempt staff premium OT (2.0x) is charged at approximately 166% of the straight time hourly rate.
- 6) All billing rates include vehicles, gasoline, maintenance, personal equipment, laptop computers, cameras, etc.
- 7) The prevailing wage increase on July 1, 2022 will be \$2.50/hr. For this project, no increase in rate is included. Should the projects extend significantly into 2023, a rate increase for our Resident Engineer and Construction Inspector of 4-5% may be requested.

**City of Colfax
WWTP and I&I Projects CM and Inspection 2022 Lean**

Manpower Utilization

		Solar System												TOTAL			
		Algae Control System						I&I Mitigation									
NAME	FIRM	RESPONSIBILITY	Pre-Con Apr-22	Construction												Post-Con Jan-Feb 2023	TOTAL HOURS
				May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23					
Frank Martin, PE	Psomas	Principal in Charge	2	2	2	2	2	2	2	2	2	2	2	2	2	22	
Cliff Watson, PE	Psomas	PM/Resident Engineer	40	44	40	46	69	69	40	42	42	40	40	40	40	514	
		Average hours per day =		2		2		2				2					
Fred Tadewaldt	Psomas	RE/Inspector	40	63	60	184	168	168	120	126	126	126	126	80	1,201		
		Average hours per day =		3		8		6									
Chris Estep	Psomas	Supplemental Inspection	0													120	
Alex Hernandez	Psomas																
		Total Hours	82	107	112	102	232	239	239	162	170	170	122	1,857			
		Working Days per month	21	21	22	20	23	21	21	21	20	21	21	21	21		



Staff Report to City Council

FOR THE March 9, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. “Mick” Cabral, City Attorney
Subject: An Ordinance Repealing and Replacing Colfax Municipal Code Title 8, Chapter 8.20 “Refuse Collection”

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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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 second reading and adoption at the March 23, 2022, regularly scheduled meeting, to be effective 30 days thereafter.

Summary/Background

The California legislature has enacted several laws that regulate the handling of organic waste materials by commercial businesses and multifamily properties, as well as other commercially generated recyclable materials. Organic waste materials release methane gas when disposed in landfills during the decomposition process, which is a potent greenhouse gas. The intent of the organic recycling laws, including AB 1826 and SB 1383, is to reduce landfill disposal of organic materials in an effort to mitigate climate change.

The proposed ordinance was prompted by the passage of SB 1383, which requires persons who generate organic waste to comply with local requirements for collection and recovery of organic waste onsite, and with the use of collection services or through self-hauling. “Organic waste” includes solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food waste, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined by regulation. The net effect of the law and its implementing regulations is that organic waste, including food waste, can no longer be placed in landfills.

CalRecycle has legal authority to begin enforcement proceedings and assess penalties for violations effective January 1, 2022. Although Colfax is presently not subject to these provisions, it likely will be in the future and needs to consider taking steps to prepare to obtain compliance.

The proposed ordinance has several intended purposes: (1) to achieve compliance with SB 1383 and its implementing regulations; (2) to divert food waste from going to the landfill and minimize waste disposal costs to homeowners; and (3) recovery edible food that would otherwise go to waste and redistribute it to feed people in need.

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

Fiscal Impacts

None anticipated unless enforcement becomes an issue.

Attachments:

1. Draft Ordinance.

Title 8 - HEALTH AND SAFETY
Chapter 8.20 SOLID WASTE COLLECTION AND EDIBLE FOOD RECOVERY

Deleted: REFUSE COLLECTION

Chapter 8.20 SOLID WASTE COLLECTION AND EDIBLE FOOD RECOVERY

Deleted: REFUSE

Sections:

8.20.010 Definitions.

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

"Act" means the California Integrated Waste Management Act of 1989 (commencing with Section 40000 of the Public Resources Code), as amended, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), and as implemented by the regulations of CalRecycle.

"Approved solid waste container" or "Container" means a commercially manufactured can made of galvanized metal, heavy-duty plastic, pressed fiberboard or other nonbreakable watertight material, with a close-fitting, removable insect-proof cover and including a cover handle and side handles. An approved solid waste container may also include any other container approved by the contractor. Approved solid waste containers shall be maintained in such a manner as to be free from rough edges or jagged surfaces which would be likely to cause injuries to persons handling them.

Deleted: refuse

Deleted: of at least twenty-six (26) gallons capacity, but not to exceed thirty-five (35) gallons capacity

Deleted: refuse

Deleted: refuse

"Bin and bin service" means a heavy-gauged metal box, suitable for mechanical unloading, from one to six cubic yards in capacity, furnished by the contractor to service business and commercial establishments.

Deleted: refuse collection

"Bulky Waste" means large items of solid waste such as appliances (white goods), e-waste (except for universal waste), furniture, tires, carpets, mattresses and similar large items, large auto parts, trees, branches, stumps, and other oversize wastes whose large size precludes or complicates their handling by normal collection, processing, or disposal methods. It does not include abandoned vehicles or household hazardous waste.

"CCR" means the California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

Deleted: "Business establishment" means any commercial, professional or industrial use and any multiple-family dwelling housing three or more residential units, where refuse is gathered collectively for all units and/or residents. ¶

"City" means that portion of incorporated territory known as the city, including its disposal area.

"City Manager" means the City Manager of the City of Colfax, or their designee, which may include city employees.

"Collection" means to take physical possession of solid waste at, and remove from, the place of generation for transport to a solid waste facility or other recovery activity.

Deleted: means the accumulation and disposal of refuse.

"Commercial business", "commercial" or "business establishment" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multi-family dwelling, or as otherwise defined in 14 (CCR) Section 18982(a)(6). A multi-family dwelling that consists of five (5) or more dwelling units is "Commercial", for the purposes of this Chapter.

"Commercial Edible Food Generator" means a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74). Food recovery organizations and food recovery services are not commercial edible food generators.

"Community composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost

on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

"Composting" means the process of controlled biological decomposition of organic waste.

"Construction and demolition debris" or "C&D" means used or discarded materials resulting from construction, renovation, remodeling, repair, demolition, excavation or construction clean-up operations on any pavement or structure.

"Contractor," "contract agent" or "franchisee" means an agent or employee of the city or any person or the agents or employees thereof, with whom the city shall have duly contracted pursuant to the provisions of this chapter to collect, transport through the streets, alleys and public ways and dispose of solid waste (other than solid waste generated by a permitted building project), produced within the city.

Deleted: garbage, rubbish and refuse

"Disposal" means the final disposition of Solid Waste at a Solid Waste Facility permitted for disposal.

"Disposal area," "dump" or "sanitary landfill" means any site, location, tract, area, building, structure or premises so specifically designed and authorized for solid waste disposal.

Deleted: refuse

"Diversion" means activities reducing or eliminating the amount of Solid Waste from Solid Waste Disposal, and which return these materials to use in the form of raw materials for new, reused, or reconstituted products, which meet the quality standards necessary for commercial use, or for other purposes of reuse.

"Dwelling unit" means one (1) or more rooms with internal access between all rooms, which provide complete independent living facilities for at least one (1) family, including provisions for living, sleeping, eating, cooking, bathing, and sanitary facilities.

"Edible food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

"Enforcement Action" means an action of the city to address non-compliance with this ordinance including, but not limited to, issuing administrative notices, citations, fines, penalties, or using other remedies.

"Enforcement Agency" means an entity with the authority to enforce part or all of this chapter as specified herein. Employees and agents of an Enforcement Agency may carry out inspections and enforcement activities pursuant to this chapter. Nothing in this chapter authorizing an entity to enforce its terms shall require that entity to undertake such enforcement except as agreed to by that entity and the City. The City is an Enforcement Agency for all Sections of this chapter. The City may choose to additionally delegate enforcement responsibility for certain sections, to other public entities, including the County of Placer.

"Exempt waste" means biohazardous or biomedical waste, Hazardous Waste, medical waste, regulated radioactive waste, waste that is volatile, corrosive, or infectious, waste treatment or processing sludge, contaminated soil and dirt, contaminated concrete, contaminated asphalt, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, any matter or materials which are not acceptable for disposal at a solid waste landfill as defined in AB 939 and subsequent legislation, and those wastes under the control of the Nuclear Regulatory Commission.

"Food recovery organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

- a. A food bank as defined in Section 113783 of the Health and Safety Code;
- b. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

c. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

“Food recovery service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food waste” means food scraps and trimmings and other putrescible waste that result from food production, preparation, cooking, storage, consumption or handling. Food Waste includes but is not limited to meat, fish and dairy waste, fruit and vegetable waste and grain waste. Food Waste does not include Exempt Waste.

“Franchise” means any license or permit issued or contract entered into pursuant to the provisions of this chapter to engage in the occupation of collecting, removing and disposing of garbage, ~~recyclable material and organic material.~~

Deleted: rubbish and refuse

Franchisee. See definition of “contractor” in this section.

“Garbage” is a sub-classification of solid waste and means all non-recyclable packaging and other waste attributed to normal activities of a service unit. Garbage must be generated by and at the service unit wherein the garbage is collected. Garbage does not include recyclable materials, organic materials, debris from construction and demolition, large items, e-waste, universal waste, hazardous waste, household hazardous waste or exempt waste.

Deleted: refuse

“Garden refuse” is a sub-classification of organic materials and shall include grass, tree or shrub trimmings and other plant materials accumulated as a result of noncommercial gardening and fireplace ashes.

Deleted: and includes all animal and vegetable kitchen waste, all household waste which has resulted from the preparation of food, all table refuse or offal and every accumulation of animal, vegetable or other matter that attends the preparation, consumption, packing, canning, storage and decay of meats, fish, fowl, vegetables and fruits intended for human and animal consumption.

“Generators,” for the purpose of this Chapter, means a person or entity, including commercial generators and residential generators, that is responsible for the initial creation of organic materials, or as otherwise defined as “organic waste generator” in 14 CCR Section 18982(a)(48).

Deleted: refuse

“Green waste” is a sub-classification of organic materials and shall include compostable vegetative cuttings, shrubs, stumps, brush, tree trimmings, grass, and related materials.

“Health office” or “health officer” means the county department of health and/or its duly authorized representatives.

“High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

“Inspection” means a site visit where a Jurisdiction or its designee or Designated Entity, reviews records, containers, and an entity’s collection, handling, recycling, or disposal of solid waste or edible food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

“Occupant” means and includes every owner, tenant, occupant or person who is in possession of or who is the inhabitant of or has the care or control of any place or premises.

“Organic material” or “organic waste” means solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food waste, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46).

"Owner" means and includes any person, firm, association, partnership, business trust, joint venture, corporation or company having part or full interest in any real property in the city as shown on the most recent records in the office of the county assessor.

"Person" means and includes any individual, firm, corporation, association, public agency or other legal entity.

"Place or premises" means every dwelling house, dwelling unit, apartment house, multiple-dwelling building, trailer or mobilehome park, store, restaurant, rooming house, hotel, motel, office building, department store, manufacturing, processing or assembling shop or plant, warehouse and every other place or premises where any person resides or any business is carried on or conducted within the city.

"Recyclable (source separated) materials" means any material designated to be separated from the waste stream for purposes of recycling (adapted from PRC, Section 41951). This designation shall be made by the city and the contractor based on good public practice, ability to receive an acceptable economic return, and feasibility of separating the material from the waste stream at the point of collection.

"Recycling" means the process of collecting, sorting, cleansing, treating and reconstituting materials that would otherwise become garbage and returning them for use or reuse in the form of raw materials for new, used or reconstituted products which meet the quality standard necessary to be used in the marketplace. Recycling does not include transformation as defined in Public Resources Code § 40201. (CCR, Title 14, Section 17225.54).

"Residential" means, for the purposes of this chapter, any premise consisting of between one (1) and four (4) dwelling units, and onsite domestic uses accessory to these dwelling units. A multi-family dwelling that consists of fewer than five (5) dwelling units is "Residential", for the purposes of this Chapter.

Sanitary Landfill. See definition of "disposal area" in this section.

"Solid waste" or "refuse" has the same meaning as defined in Public Resources Code Section 40191, which defines solid waste as all putrescible and nonputrescible solid and semisolid wastes, including garbage, recyclable materials, organic materials, demolition and construction wastes, bulky waste, discarded home and industrial appliances, manure, vegetable or animal solid or semisolid wastes, and other discarded solid and semisolid wastes with the exception that Solid Waste does not include any of the following wastes: (1) Hazardous waste, as defined in the Public Resources Code Section 40141, (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code) and (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the Public Resources Code. Recyclable materials and organic materials are a part of solid waste.

"Solid waste collection area or point" means that space and/or place on the premises where solid waste is deposited by occupants and where such solid waste is stored until it is transferred into or onto a collection vehicle and removed from the premises.

"Solid waste collection service" means collection of solid waste originating in the City, by a person, firm or corporation, and doing so under a contract or franchise agreement with the City.

"Solid waste facility" or "facility" means a solid waste transfer or processing station including Material Recovery Facilities, a recycling facility, a composting facility, a gasification facility, a transformation facility, an Engineered Municipal Solid Waste conversion facility, and a disposal facility. Solid waste facility additionally includes a solid waste operation that may be carried out pursuant to an enforcement agency notification, as provided in regulations adopted by CalRecycle, or otherwise set forth in the Act.

Deleted: "Refuse" is a general classification which includes the sub-classifications of garbage, garden refuse and solid waste (also known as rubbish). ¶

Deleted: "Refuse collection area or point" means that space and/or place on the premises where refuse is deposited by occupants and where such refuse is stored until it is transferred into or onto a collection vehicle and removed from the premises. ¶

Deleted: "Residence or residential" means any single building housing from two or fewer families in separate units. ¶ Rubbish. See definition of "solid waste" in this section. ¶ Sanitary Landfill. See definition of "disposal area" in this section. ¶

Deleted: means combustible and noncombustible waste materials not included in the term "garbage" and includes paper, pasteboard, magazines, books, rags, rubber, carpets, clothing, boots, shoes, hats, furniture, bedding, bottles, cans, metals, mineral matter, glass, crockery, dirt, dust, packing boxes and cartons, crates, packing materials and all other kinds of rubbish, trash or waste materials which ordinarily accumulate in the operation of a residence or a business.

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(Supp. No. 13, 8-21)

"Special solid waste" means and includes construction and demolition debris (rocks, debris, concrete or large quantities of earth) resulting from the construction, rehabilitation, remodeling or repair of buildings or other structures; dead animals, manure, sewage waste, wastewater, explosive or radioactive substances and other materials which have been exposed to highly infectious or contagious diseases or other highly dangerous materials; junk, abandoned and partially cannibalized automobiles, trucks, mobilehomes and trailers and their parts and appliances.

Deleted: refuse

"Special solid waste" means solid waste to be disposed of under special arrangements.

"Standard service" means curbside collection service provided on a weekly basis to occupants not receiving bin service.

"Tier One commercial edible food generator" means a Commercial Edible Food Generator that is one of the following as defined in 14 CCR Section 18982(a):

- a. Supermarkets with gross annual sales of \$2,000,000 or more
- b. Grocery store with a total facility size equal to or greater than 10,000 square feet.
- c. Food service provider, which means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations.
- d. Wholesale food vendor, which means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination.
- e. Food Distributor, which means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores.

"Tier Two commercial edible food generator" means a Commercial Edible Food Generator that is one of the following as defined in 14 CCR Section 18982(a):

- a. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- b. Hotel with an on-site food facility and 200 or more rooms.
- c. Health facility with an on-site food facility and 100 or more beds.
- d. Large Venue, which means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.
- e. Large Event, which means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event..
- f. A state agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

g. A local education agency facility with an on-site food facility. "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

(Prior code § 6-2.01)

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8.20.020 Solid waste collection and disposal system—Findings.

Deleted: Refuse

A. The council finds that, for the preservation of the public health, safety and welfare, the establishment of a municipal system for the collection and disposal of all solid waste is necessary.

Deleted: refuse

B. The council finds that, for the purpose of maintaining adequate control of a solid waste collection service, the city must retain exclusive rights to the service.

Deleted: refuse

Deleted: disposal

C. The council finds that the disposal of solid waste by individuals on a voluntary basis, throughout California cities, has been unsuccessful. Therefore mandatory subscription to a solid waste collection service is necessary.

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D. The council finds that the periodic collection of solid waste from all places and premises in the city benefits all people in the city and that inasmuch as it is necessary that charges be assessed to support the cost of the solid waste collection service, then such charges shall be assessed to all places and premises where solid waste is produced or generated to assure the equitable spread of financial liability. This means that all places and premises, regardless of whether the occupant places such solid waste for collection in a manner prescribed in this chapter or not and regardless of whether the occupant has any solid waste for collection, the cost of removal thereof should be shared by all persons.

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E. The council finds that losses in revenue attributed to "skipped" accounts receivable and increased administrative overhead costs to maintain a system of billing and accounting records on an occupant basis are prohibitive and, because only limited legal collection recourses are available, it is imperative that solid waste collection fees become a liability to the owner and be billed and accounted for on that basis.

Deleted: refuse

F. The council finds that to operate an exclusive solid waste collection system with mandatory subscription to the service, together with providing special arrangements for the disposal of special solid waste, will satisfy the collection and disposal requirements of its citizens. Further, the council finds that the satisfaction of those disposal requirements will obviate the need to maintain an "open dump" policy. Further, the council finds that there is no remaining city sanitary landfill capacity, it is in the best interests of the city to close the city dump to the public.

Deleted: refuse disposal system

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G. The council finds that the successful operation of a solid waste collection service requires the adoption of supplementary rules and regulations which are binding on both the contractor and patrons of the service to include an appellate process.

Deleted: refuse disposal system

(Prior code § 6-2.02)

8.20.030 Solid waste—Deposit and storage.

Deleted: Refuse

It is unlawful for any person to deposit, store or maintain solid waste (other than solid waste generated by a permitted building project) within the city, except as provided in this chapter.

Deleted: refuse

(Prior code § 6-2.03)

8.20.040 Solid waste collection service—Established.

There is established a solid waste collection service for the city.

(Prior code § 6-2.04)

Deleted: Refuse collection and disposal system

Deleted: refuse collection and disposal system

8.20.050 Solid waste collection service—Exclusivity.

- A. The city and its solid waste collection service contractor shall have the exclusive right to collect, transport and dispose of solid waste in the city and all solid waste placed for collection by the city or its contractor shall be deemed to be the property thereof, except as otherwise provided in this chapter.
- B. Collectors of solid waste originating outside the city may haul such solid waste over city streets.
- C. Any person may collect, transport and dispose of solid waste during a period in which collection services by the city or its contractor are interrupted or delayed due to a labor strike or other circumstances affecting solid waste collection services throughout the city provided such persons comply with any and all directives of the city manager.
- D. This chapter shall not apply to the hauling, removal or disposal at a legal point of disposal of grass cuttings, prunings, manure or other trash as a result of gardening or horticulture by any commercial gardener licensed to do business in the city.
- E. Special solid waste may be arranged for removal and disposal between the occupant and the contractor; however, nothing in this section shall be construed as preventing an occupant or owner from disposing of solid waste directly, either personally or by other contract, to any approved sanitary landfill site and in accordance with Sections 8.20.200 and 8.20.210 of this chapter.
- F. No person shall bury refuse solid waste at any place within the city without a valid permit or license granted by the council.
- G. No person shall bury solid waste at any place within the city without a valid permit or license granted by the council.
- H. No person shall burn solid waste at any place within the city, except in conformance with the rules and regulations of the county air pollution control district and the applicable laws of the state.
- I. The provisions of this section shall not be construed as prohibiting the composting of appropriate organic materials for composting, which compost is intended for exclusive use on the property on which it is maintained, provided it does not, in the opinion of the health officer, create a public health hazard.
- J. Organic materials may be used in community composting, pursuant to 14 CCR Section 18984.9(c), provided that such operation conforms to the applicable regulations of those entities governing the same now in force or which thereafter may be enacted or promulgated.
- K. No person shall transport household solid waste to deposit the same in a commercial bin, the container owned by another or a city-owned litter container.
- L. Any person, other than the city or its contractor, who collects, transports or disposes of solid waste or who pays another to do so, other than as permitted in this chapter, shall be guilty of a misdemeanor.

(Prior code § 6-2.05)

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Deleted: <#>No person shall burn garbage at any place within the city. ¶

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8.20.060 Mandatory subscriptions.

There is established mandatory subscriptions to the solid waste collection service of the city. Effective July 1, 1980, every person in possession, charge or control of any place or premises in the city in, upon or from which solid waste is created, produced or accumulated shall dispose of such solid waste, through the regular solid waste collection service of the city or its contractor.

(Prior code § 6-2.06)

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8.20.070 Solid waste collection services—Rates—Establishment.

The council shall establish the maximum rates to be charged for the collection and disposal of solid waste. Such maximum rates may be established by competitive bidding, negotiation or other means deemed acceptable by the council and may be reviewed annually.

(Prior code § 6-2.07)

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8.20.080 Solid waste collection service —Rate—Basis.

A. Despite variations in the amount of solid waste produced at residential locations, such deviation does not justify the expense of measuring the quantities at such residential locations and would be greater than any difference in hauling costs per container.

B. The amount of solid waste produced at places of business varies greatly. The most equitable method of charging for solid waste collection service at such locations is based on the amount of solid waste produced or generated, the related basis of the size and number of containers required for the collection of solid waste, and upon differing schedules and the regularity of collection.

(Prior code § 6-2.08)

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8.20.090 Solid waste collection service—Rates—Payments.

A. Each and every household or tenant occupying any dwelling, house or residence and each and every proprietor or each and every store, shop, apartment house, rooming house or factory, shall pay to the city or its contractor, the applicable rate as and for solid waste collection. Such fees are based upon the calls as indicated, irrespective of whether there is any solid waste to remove from any premises.

B. For purposes of this chapter, a dwelling, house, residence or other structure whether it is a store, shop, apartment house, rooming house or factory, shall be considered to be occupied, despite temporary absence therefrom unless electrical services have been discontinued for a period of not less than ninety (90) days.

(Prior code § 6-2.09)

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8.20.100 Solid waste collection service—Rates—Liability.

All rates and other charges provided for in this chapter shall be charged against the property on which furnished and against the owner of record thereof and shall be deemed delinquent at the same time and in the same manner as the next regular solid waste collection bill. No change of ownership or occupation shall in any way affect the application of this section. The owner of the property shall remain liable for the payment of all rates and charges notwithstanding any agreement he or she may have with a tenant, manager or other third party to the contrary.

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(Ord. 431 § 1, 1995: prior code § 6-2-10)

8.20.110 Solid waste collection service—Charges—Delinquencies.

- A. All charges imposed by this chapter shall be due and payable upon presentation of the bill. The charges for solid waste collection service between the time of the commencement of the service and the thirtieth day of the same month or the close of the established billing period shall be added to the next billing period. If the charge remains unpaid thirty (30) days after the billing date, the charge becomes delinquent and the solid waste collection service may be discontinued.
- B. At least ten (10) days prior to the discontinuance of the service the city manager or his or her designee shall notify the property owner of record by mail and by personal delivery to the service address that the service will be discontinued. Notwithstanding the cessation of service the owner shall remain obligated for payment of the minimum mandatory rates and charges for solid waste collection applicable to the subject property.
- C. When an account becomes delinquent the full amount of both the delinquent and current bill must be paid to avoid discontinuation of the service.

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(Ord. 431 § 2, 1995: prior code § 6-2-11)

8.20.120 Solid waste collection service—Charges—Delinquencies—Penalties.

A penalty of ten (10) percent of the charge shall be imposed on the first day of the third month following the date such charge was due and payable. In addition, a penalty of two percent per quarter of the basic charge, plus the ten (10) percent, shall be imposed on the first day of the third month following the date such charge was due and payable and on each due date thereafter until there is payment in full of the charge, plus all penalties.

(Prior code § 6-2.12)

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8.20.130 Solid waste collection service—Charges—Delinquencies—Liens.

- A. The contractor shall be entitled to payment from the owner for any solid waste collection services rendered by the contractor. Any fees, rates or charges (collectively "charges") which remain unpaid for solid waste collection services rendered by the contractor for a period of sixty (60) days or more after the close of the period for which they are billed may be collected thereafter by the city as provided herein.
- B. At least once each year, or more often as the council or city manager deem appropriate, the city shall prepare or cause to be prepared a report of delinquent charges. Information concerning delinquent accounts shall be provided by the contractor or any other source the city deems reasonably accurate. The report shall include the parcel number of the real property upon which the charges are delinquent, the name or names of the owner of the real property to which the solid waste collections services were provided, the street address of the property served, the period of service, and the amounts due including reasonable administrative charges, which administrative charges shall be as determined by the franchise agreement between the city and the contractor or, if the franchise agreement does not specify an amount of administrative charges, then by the city manager.
- C. Upon receipt of the report of delinquent charges, the city council, city manager or the city manager's designee shall fix a time, date and place for hearing the report, and any protests or objections thereto. The hearing shall be held before the city council, the city manager or the city manager's designee as soon as is practicable after receipt of the report of delinquent charges. For purposes of this section, the body or individual before which the hearing is conducted shall be referred to as the "hearing body". Notice of the

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hearing shall be mailed to the owners of the property listed on the report not less than ten (10) days prior to the date of the hearing.

- D. At the hearing, the hearing body shall hear any objections or protests of owners liable to be assessed for delinquent charges and administrative charges. The hearing body may make such revisions or corrections to the report as it deems just. If the hearing body is the city council, then at the conclusion of the hearing and after making any revisions or corrections to the report as it deems just, the city council shall confirm the report by resolution. If the hearing body is an entity or individual other than the city council, then after the hearing body makes any revisions or corrections to the report as it deems just, the report shall be submitted to the city council for approval by resolution at its next regular meeting after the hearing.
- E. The delinquent charges set forth in the report as confirmed shall constitute special assessments against the respective parcels of land and are a lien on the property for the amount of such charges. A certified copy of the confirmed report and resolution shall thereafter be filed with the county auditor for the amounts of the assessments against the respective parcels of land as they appear on the then current assessment roll. The lien created attaches upon recordation, in the office of the county recorder of the county of placer, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary county ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in the case of delinquency as provided for such taxes. All laws applicable to the levy, collection and enforcement of county ad valorem taxes shall be applicable to such assessments, except that if any real property to which such lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date in which the first installment of such taxes would become delinquent, then the lien which would otherwise be imposed by this section shall not attach to such real property and the delinquent fees, as confirmed, relating to such property shall be transferred to the unsecured roll for collection.

(Prior code § 6-2.13)

(Ord. No. 517, 5-9-2012)

Deleted: F. The contractor may charge the city, at the established collection rates, for those owners who are delinquent. Said charges shall cover the period during which the contractor provided collection and disposal services for the delinquent owner as confirmed by the report of delinquent charges and ensuing resolution. The city shall not become liable to pay such charges until the charges have been assessed against the owner and the county has disbursed funds covering said charges.

8.20.140 Franchises or contracts—Authority.

- A. The council may provide for solid waste collection service by the granting of an exclusive franchise or contract for such purpose, subject to such terms and conditions as the council deems appropriate.
- B. The franchisee or contractor, during the term of the franchise, shall be the sole person permitted to perform solid waste collection within the city.

(Prior code § 6-2.14)

Deleted: A.

8.20.150 Franchises or contracts—Right to contract.

Notwithstanding any provision of this chapter to the contrary, any owner shall have the right to remove and dispose of garbage, recyclable material, or organic materials at a solid waste facility, by self-hauling or through the services of another in a manner conforming to this chapter and other applicable law, but the exercise of such right shall not release such owner from any obligation imposed by this chapter to pay the city the minimum mandatory rates and charges as set for residential and business establishments respectively.

(Prior code § 6-2.15)

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Deleted: or to contract for the removal and disposal of, his or her own refuse as otherwise provided by law,

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8.20.160 Franchises or contracts—Solid waste landfill facilities.

The council may provide for the operation and use of any city solid waste landfill or transfer station in any franchise or contract; provided, however, such operation shall be in accordance with Chapter 9 of Article I of the county provisions relating to solid waste landfill areas adopted May 8, 1979, on file in the office of the city clerk, which is adopted by reference as though set forth in full in this chapter and the provisions shall take effect at such time as the solid waste landfill areas are so designated and operative.

(Prior code § 6-2.16)

8.20.170 Solid waste landfill facilities—Right to close to public.

The council reserves the right to close the city solid waste landfill facilities and privileges to the general public.

(Prior code § 6-2.17)

8.20.180 Solid waste landfill facilities—Declared closed to public.

Pursuant to the provisions of section 8.20.170 of this chapter, the council declares that the city solid waste landfill facilities and privileges are closed to the public, except as otherwise provided in this chapter.

(Prior code § 6-2.18)

Deleted: Section

8.20.190 Standard service regulations.

All fees for such extra services and occupants receiving standard service shall comply with the following regulations as a condition to regular curbside collection:

- A. All residential solid waste presented for collection and disposal shall be kept and placed in an approved solid waste container, provided by the contractor, not to exceed sixty (60) pounds.
- B. All business establishment solid waste presented for collection and disposal shall be kept in approved solid waste containers, provided by the contractor, in a number not to exceed six or metal bins or roll off containers (debris boxes) of a type approved by the city. The city may require that a bin or roll off container be used, even though the number of cans which would otherwise be used does not exceed six, when necessary to prevent an unhealthy or unsightly condition. All business establishment solid waste shall be gathered collectively for all units and/or residents and shall be kept in centralized areas. The location of the centralized solid waste containers shall be as determined by the city.
- C. Every owner, occupant, manager or person in control of the premises of any dwelling unit or units or of any place of business or institution within the city where solid waste accumulates, shall provide or cause to be provided, a sufficient number of approved solid waste containers of adequate size to accommodate all solid waste accumulated on the premises between collection days. The occupant, manager or person in control of the premises shall be primarily responsible for providing and maintaining containers in such condition so as to prevent injury, not attract vermin, rodents or flies or otherwise from becoming a public health matter and upon failure to do so shall comply with the requirements of this section within five days after the receipt of written notice by the health officer or his or her authorized representative to do so. Occupants shall maintain containers obtained from the city's contractor, in a reasonably sanitary condition, free from obnoxious odors and from attachments of solid waste likely to create breeding grounds for insects or vermin, beyond that incidental to solid

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waste deposited since the previous collection; provided, however, occupants receiving bin service may order bin cleaning services, subject to a reasonable fee, from the city's contractor in lieu of cleaning such bin containers themselves.

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- D. Except as provided in this section, all solid waste shall be presented for collection not less than once weekly.
- E. Except as provided in subsection F of this section, all containers, except bins and roll off containers, shall be placed within five feet of the edge of pavement or, if there is no pavement, within five feet of the edge of the public or private right-of-way along established routes.
- F. A person who demonstrates to the city that he or she has a permanent physical impairment or disability which makes it difficult or impossible to place containers for collection in the location required by subsection E of this section and that no one occupying the premises is capable of so doing, may place such containers at a location not more than fifty (50) feet from the curb, edge of pavement or right-of-way.
- G. All bins and roll off containers shall be placed in a convenient location, accessible to the loading apparatus used to empty them, as may be directed by the fire marshal.
- H. Where a business establishment has a bin or roll off container which, because of the amount of solid waste generated, does not require weekly service, the bin or roll off container may be presented for collection on any reasonable periodic basis approved by the city or its contractor, provided such bin or container does not contain putrescible waste.
- I. All business establishments engaged in the preparation, sale, distribution or storage of perishable food products shall present solid waste for collection not less than twice weekly.
- J. Where necessary to prevent an insanitary or unsightly condition, the city may require that a residence or business establishment present solid waste for collection more often than once per week.
- K. The schedule for the collection of solid waste shall be as determined by the city and solid waste shall be presented for collection on the day or days specified.
- L. Except as prohibited by subsection A of this section, cardboard or wood cartons or bags made for solid waste disposal purposes may be used as temporary containers; provided, however, they shall be considered as solid waste and will not be returned. Any cardboard or wooden carton not specifically used as a temporary container shall be broken down, flattened and disposed of as set forth in subsection M of this section.
- M. Cardboard, paper, magazines, palm fronds, tree limbs, brush, weeds and similar dry materials shall be tied in bundles with a heavy cord or wire strong enough to act as a handle or shall be placed in other acceptable containers. No such bundle shall exceed four feet in length, eighteen (18) inches in thickness or forty (40) pounds in weight.
- N. Large bulky items, such as furniture and household equipment (see "special solid waste" as defined in section 8.20.010 of this chapter) will not be collected unless broken down and packaged to a size and weight easily handled by one person, except upon such days as may be designated by the city for the special collection of large bulky items without charge.
- O. All kitchen waste, ashes, hair clippings, floor sweepings and similar light materials shall be well and securely wrapped to prevent spillage. Hot ashes will not be collected. Free liquids shall be drained from the solid waste prior to placement for collection.
- P. No occupant shall allow solid waste or empty containers to remain along, at or near any public street, sidewalk or parkway (excluding alleys), except:

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1. Between the hours of four p.m. of the day preceding the occupant's weekly collection day and twelve midnight of such collection day;
2. Pursuant to an agreement for collection services between the occupant and the city's contractor;
or
3. During any period in which regular collection service is interrupted or delayed.

Deleted: refuse collection

Q. The following are not approved solid waste containers:

Deleted: refuse

1. Oil or grease drums or similar heavy metal containers;
2. Paper grocery bags or bags which are torn or which are not securely closed;
3. Broken or wet cardboard boxes; and
4. Broken wooden boxes or crates or any other container with sharp, rough or jagged edges which may hamper or injure the collector.

(Amended during 2004 codification; prior code § 6-2.19)

8.20.200 Solid waste collection vehicles—Governing regulations.

Deleted: Refuse

All vehicles used for solid waste collection and disposal activities owned by the city, franchisee or contractor to the city and transporters of solid waste pursuant to section 8.20.050(B) through (E) of this chapter shall be under license to the same and shall meet all the requirements of all the laws and ordinances of the state, county and city.

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(Prior code § 6-2.20)

8.20.210 Solid waste collection vehicles—Transporting over city streets.

Deleted: Refuse

No solid waste collection vehicle (including transporters of solid waste pursuant to section 8.20.050(B) through (E) of this chapter) shall transport solid waste or other waste materials along the streets of the city unless such solid waste or other materials are enclosed or otherwise secured so as to prevent the solid waste or other waste materials from being blown, dropped, spilled or leaked.

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(Prior code § 6-2.21)

8.20.220 Administration.

The city manager shall administer the provisions of this chapter. In carrying out this responsibility, he or she shall have the following powers and duties:

- A. To establish additional rules and regulations consistent with this chapter as may be necessary, reasonable and proper to effect the sanitary, expedient, economical and efficient collection, removal and disposal of solid waste;
- B. To establish the routes, hours and days of collection, to change the same as he or she deems necessary and to give notice of such routes, hours, days and changes as he or she deems advisable;
- C. To determine whether solid waste material falls within the definition of garbage, recyclable material or organic material;
- D. To determine whether the conditions for the receipt of standard service have been satisfied;

Deleted: garbage, refuse and cuttings

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E. To determine whether agreements between occupants and the city's contractor for special or additional services are reasonable and consistent; and

F. To establish regulations pertaining to periods of labor strikes or other circumstances affecting collection services throughout the city.

G. To review the number and size of solid waste containers to evaluate the adequacy of capacity provided for each type of collection service and to review the separation and containment of materials. Generators shall adjust service levels for their collection services as requested by the city manager in order to meet the standards set forth in this chapter.

Deleted: refuse collection

(Prior code § 6-2.22)

8.20.230 Commercial edible food generator regulations.

A. Tier one commercial edible food generators must comply with the requirements of this section January 1, 2022, and tier two commercial food generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Large venue or large event operators not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the large venue or large event to comply with the requirements of this section, commencing January 1, 2024.

C. Commercial edible food generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of edible food that would otherwise be disposed.
2. Contract with or enter into a written agreement with food recovery organizations or food recovery services for: (a) the collection of edible food for food recovery; or (b) acceptance of the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.
3. Shall not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.
4. Allow the City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - a. A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - c. A record of the following information for each of those food recovery services or food recovery organizations:
 - i. The name, address and contact information of the food recovery service or food recovery organization.
 - ii. The types of food that will be collected by or self-hauled to the food recovery service or food recovery organization.

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(Supp. No. 13, 8-21)

- iii. The established frequency that food will be collected or self-hauled.
- iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization for food recovery.

D. Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.20.240 Food recovery organization and food recovery services regulations.

- A. Food recovery services collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
1. The name, address, and contact information for each commercial edible food generator from which the service collects edible food.
 2. The quantity in pounds of edible food collected from each commercial edible food generator per month.
 3. The quantity in pounds of edible food transported to each food recovery organization per month.
 4. The name, address, and contact information for each food recovery organization that the food recovery service transports edible food to for food recovery.
- B. Food recovery organizations collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
1. The name, address, and contact information for each commercial edible food generator from which the organization receives edible food.
 2. The quantity in pounds of edible food received from each commercial edible food generator per month.
 3. The name, address, and contact information for each food recovery service that the organization receives edible food from for food recovery.
- C. Food recovery organizations and food recovery services that have their primary address physically located in the Jurisdiction and contract with or have written agreements with one or more commercial edible food generators pursuant to 14 CCR Section 18991.3(b) shall annually report to the City it is located in the total pounds of edible food recovered in the previous calendar year from the tier one and tier two commercial edible food generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than April 1.
- D. In order to support edible food recovery capacity planning assessments or other studies conducted by the county, city, special district that provides solid waste collection services, or its designated entity, food recovery services and food recovery organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, food recovery capacity that could be accessed by the City and its commercial edible food generators. A food recovery

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(Supp. No. 13, 8-21)

service or food recovery organization contacted by the City shall respond to such request for information within 60 days unless a shorter timeframe is otherwise specified by the City.

8.20.250 Inspections and investigations.

- A. The city manager, contractor, enforcement agency or other designee is authorized to conduct any inspections, remote monitoring, or other investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws. This may include inspections and investigations, at random or otherwise, of any container, collection vehicle load, or transfer, processing, or disposal facility to confirm compliance with this chapter, subject to applicable laws. This section does not allow entry into the interior of a private residential dwelling unit for inspection. For the purposes of inspecting collection containers for compliance, the city manager, contractor, enforcement agency or other designee may conduct container inspections for prohibited container contaminants using remote monitoring, and generators shall accommodate and cooperate with the remote monitoring.
- B. A person subject to the requirements of this chapter shall provide or arrange for access during all inspections (with the exception of the interior of a private residential dwelling unit) and shall cooperate with the city manager, contractor, enforcement agency or other designee during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, inspection of edible food recovery activities, review of required records, or other verification or inspection to confirm compliance with any other requirement of this chapter. Failure to provide or arrange for: (i) access to the premises; (ii) installation and operation of remote monitoring equipment, if a remote monitoring program is adopted; or (iii) access to records for any inspection or investigation is a violation of this chapter and may result in penalties.
- C. Any records obtained by the city manager, contractor, or designee, during inspections, investigations, remote monitoring and other reviews shall be subject to the requirements and applicable disclosure exemptions of the California Public Records Act as set forth in Government Code Section 6250 et seq.

8.20.260 Settlement of disputes.

The city manager or his or her designated representative, shall hear any dispute which may arise between the contractor and patrons of the service over complaints regarding service. Any person aggrieved by a rule or determination of the city manager shall have the right of appeal to the council, who shall retain the authority to confirm, modify or revoke the same.

(Prior code § 6-2.23)

8.20.270 Enforcement.

- A. Enforcement actions under this chapter include issuance of an administrative citation and assessment of a fine. The city's procedures on imposition of administrative citations and fines as contained in Title 1 of this Code shall govern the imposition, enforcement, collection, and review of administrative citations and fines issued pursuant to section 8.20.310 to enforce this chapter and any rule or regulation adopted pursuant to this chapter. Any section of this chapter may be enforced by the City of Colfax or, if agreed to, by its designated enforcement agency.
- B. The city manager and his or her designated representative are authorized to enforce any provision of this chapter, the violation of which is made an infraction or a misdemeanor or which declares any condition to constitute a public nuisance. The health officer is likewise authorized to enforce any such provisions insofar as they pertain to the protection of the public health and sanitation.

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Moved down [1]: The chief of police and his or her designated representative are authorized to enforce any provision of this chapter, the violation of which is made an infraction or a misdemeanor or which declares any condition to constitute a public nuisance. The health officer is likewise authorized to enforce any such provisions insofar as they pertain to the protection of the public health and sanitation.

Deleted: The chief of police and his or her designated representative are authorized to enforce any provision of this chapter, the violation of which is made an infraction or a misdemeanor or which declares any condition to constitute a public nuisance. The health officer is likewise authorized to enforce any such provisions insofar as they pertain to the protection of the public health and sanitation.

Moved (insertion) [1]

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C. The city manager, chief of police, health officer, or enforcement agency may issue a Notice of Violation requiring compliance within 60 days or sooner of issuance of the notice.

D. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the city manager, chief of police, health officer, or enforcement agency shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the city’s standard procedures or the standard procedures of its designated enforcement agency.

(Prior code § 6-2.24)

8.20.310 Violation—Penalty.

Violations of the provisions of this chapter shall constitute:

A. In the case of any person allowing the accumulation or maintenance of solid waste in violation hereof and/or of the health, safety and welfare, a public nuisance; and

B. In all instances, including those specified in subsection A of this section, a misdemeanor, as the same is now or may hereafter be defined by the laws of the state.

C. A violation of this chapter may be punishable by:

- 1. For a first violation, the amount of the base penalty shall be \$50-\$100 per violation.
- 2. For a second violation, the amount of the base penalty shall be \$100-\$200 per violation.
- 3. For a third or subsequent violation, the amount of the base penalty shall be \$250- \$500 per violation.
- 4. A fine not exceeding five hundred dollars for each additional violation of the same provision of this code within any twelve consecutive-month period. Any citation issued after the issuance of a third citation or violation of the same provision of this code within any twelve consecutive-month period may be charged as a misdemeanor pursuant to subsection A and B of this section.

D. Nothing in this section shall be construed as preventing the City from revoking, suspending, or denying a permit, registration, license, or other authorization consistent with local requirements outside the scope of this chapter in addition to the imposition of penalties authorized under this section.

E. Other remedies allowed by law may be used, including civil action or prosecution as a misdemeanor or infraction. The city may pursue civil actions in the California courts to seek recovery of unpaid administrative citations, and fines. The city may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of city staff and resources.

(Amended during 2004 codification; prior code § 6-2.25)

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City of Colfax

SENATE BILL 1383 IMPLEMENTATION



Presented by:

Carrie Baxter

March 2022

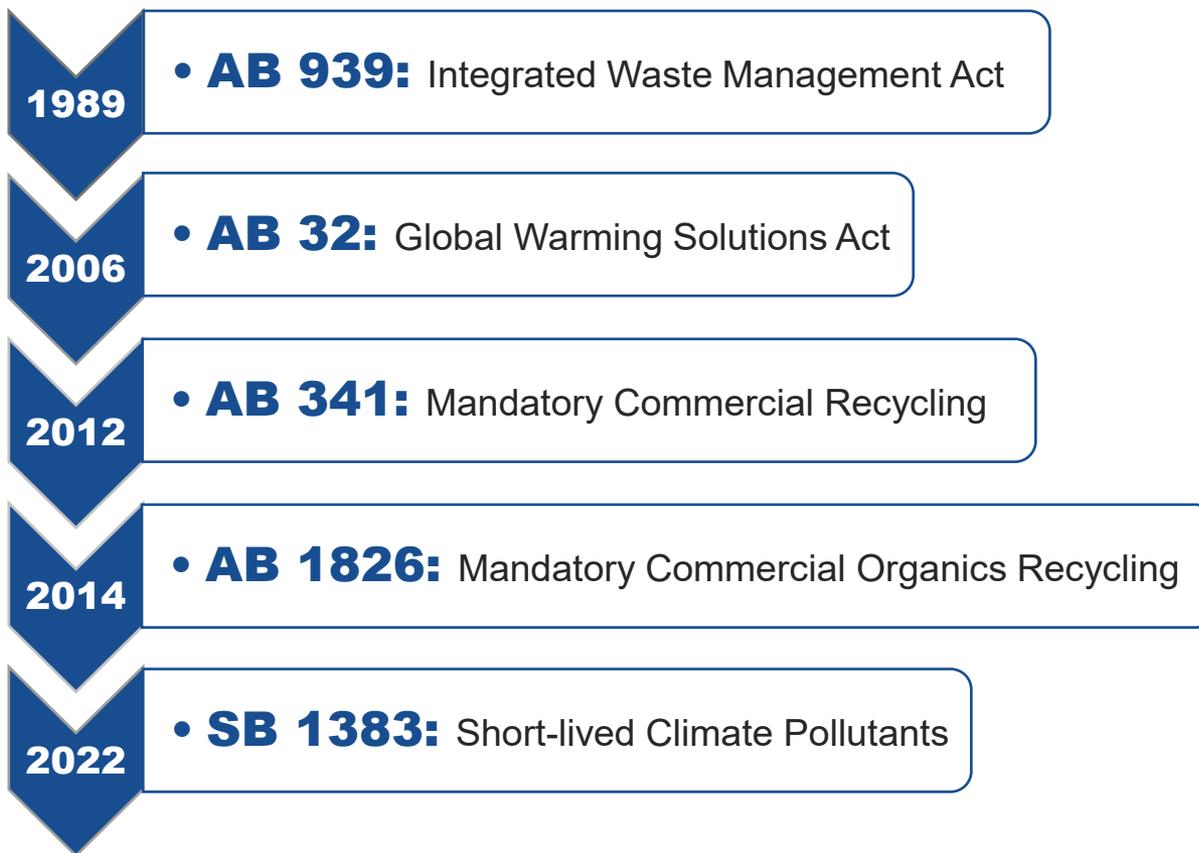
PRIMARY FOCUS AREAS

Background & Legislation

New Policies & Programs



BACKGROUND & LEGISLATION



Legislation History:

- **AB 939: Waste Management Act**
 - **1989**
25% diversion requirement
 - **Post-2000**
50% diversion requirement
- **AB 32: Global Warming Solutions Act**
 - **2006**
Requires GHG emissions to reduce to 1990 levels by 2020



Source reduction, recycling, and composting activities.

New Legislation:



AB 341 & 1826

Mandatory Commercial Recycling and Organics Collection Requirements

- *Identifying covered generators*
- *Provide recycling program*
- *Education and outreach*
- *Monitor compliance and report progress*



Senate Bill (SB) 1383

- Sets **statewide mandates** for organics recovery efforts
- Builds on AB 1826 to **incrementally reduce disposal** of organic waste
- Requires **all generators** to be provided organic waste recycling services
- **Edible food recovery**
- **Unfunded** State mandate

WHAT ARE ORGANICS?

- *Food*
- *Green waste*
- *Landscape & Pruning*
- *Organic Textiles Carpets*
- *Paper products*
- *Printing/ Writing paper*
- *Lumber*
- *Wood*
- *Manure*
- *Digestate*
- *Biosolids*
- *Sludges*

Implementation Schedule:





» Expectations

- Regulations are written to meet the statewide targets, regardless of local cost
- Requirements are extensive and penalties for non-compliance are high (for generators & jurisdictions)
- “Good Faith Effort” not allowed
- Diversion programs are mandatory

» Low Population Waiver

- Waiver for generators from SB 1383 requirements
- Valid for up to five years
- City required to promote and provide information to generators

CalRecycle has the discretionary authority to assess penalties up to \$10k per day on jurisdictions for non-compliance.





NEW POLICIES & PROGRAMS

»» ORDINANCE: EDIBLE FOOD RECOVERY

8.20.260

- Commercial edible food generators must contract with a food recovery organization and keep records of donations

8.20.270

- Food recovery organizations located in Colfax must annually provide records of donations

»» ORDINANCE: OVERSIGHT & ENFORCEMENT

8.20.280

- The City and designees are authorized to conduct compliance inspections

8.20.300

- The City has the authority to use the administrative citation process to enforce these requirements

City Offices / Facilities

- Provide access to containers for **garbage**, **recycling** and **organics**
- Place all three containers where garbage containers are located (*as applicable*)
- Instruct employees how to properly sort materials
- Employees must properly sort their organic waste into the correct container(s)
- Inspect containers for contamination



City Staff / Vendors

**Administrative Procedure Update:
The Environmental Purchasing Policy now includes these
requirements for city staff and vendors**



- Purchase recycled content paper products with 30% or more postconsumer fiber, instead of nonrecycled products, whenever such products are available at the same or a lesser total cost than nonrecycled products
- The City may give preference to suppliers of recycled products
- Keep records of purchases

WHAT ARE PAPER PRODUCTS?

- *Printing and writing paper*
- *Paper janitorial supplies*
- *Cartons*
- *Wrapping*
- *Packaging*
- *File Folders*
- *Corrugated boxes*
- *Tissue*
- *Toweling*



*Administrative Procedure Update:
The Environmental Purchasing Policy now includes these requirements for city staff and vendors*



- City departments and vendors should purchase recovered organic products whenever practical
- Use of compost and mulch must comply with water-efficient landscaping requirements
- Keep records of purchases

RECOVERED ORGANIC PRODUCTS:

- *Compost*
- *Mulch*
- *Electricity from biomass conversion*
- *Renewable gas*



City of Colfax

SENATE BILL 1383 IMPLEMENTATION



Carrie Baxter
Project Manager
916.878.7413
cbaxter@r3cgi.com



Staff Report to City Council

FOR THE FEBRUARY 23, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Fiscal Year 2021-2022 Mid-Year Operating Budget Review

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Review fiscal year 2021-2022 mid-year budget report and approve budget amendments

Summary/Background

In accordance with City financial policy, the City Manager will provide the City Council with a mid-year review of the City's financial activities. The review will be presented in February and compare annual budget projections (adopted budget) with actual results (projected actuals).

City staff has completed a detailed review for Fiscal Year 2021-2022 of all Funds for all operating revenue and expense accounts. The review is based on six months of actual revenues and expenditures (through December 31, 2020) and projections for the balance of the fiscal year based on current City activities and programs.

The attached Mid-Year Operating Budget Review – Fund Summary report provides a summarized comparison of fiscal year end projected actuals to the adopted budget by fund and department. The projected actuals reflect a slight overall increase in both revenues and expenses as further summarized in the chart below:

Classification	Projected Actuals 02/23/22	Adopted Budget FY2021-2022	<i>Difference</i> Recommended adjustments	Percent of Budget
Operating Revenues	\$ 5,277,167	\$ 5,230,156	\$ 47,011	0.9%
Operating Expenses	\$ 4,405,658	\$ 4,302,228	\$ 103,430	2.4%

Detailed schedules for the *Difference/Recommended adjustments* in revenues and expenditures by City fund, department, and account are attached to this report. A brief description for the projected difference is included for each line item. Some of the primary contributors to projected differences are described below:

1. Land Development Fees (Fund 120-000) - Increase in revenues and expenses primarily due to Best Western and Maidu developments (ARCO).
2. Transient Occupancy Taxes are projected lower than had been budgeted due to delay in Best Western opening.
3. Increased COPS grant revenue (ELEAS credit) for law enforcement was not budgeted – this credit is not guaranteed each fiscal year. COPS grant revenue is reported in Fund 218 – the balance of the annual Sheriff contract is in Fund 100-300.
4. Decrease in LAIF interest rates resulting in decrease in projected interest earnings.

5. Staffing vacancies across all operations resulted in decreased personnel expenses. The recruitment process has lengthened during the Pandemic due to lack of applicants.
6. The City continues to rely on contracted services for Engineering, Planning, Legal and Finance services. Costs fluctuate based on City projects and activities.
7. The budget for Sewer service charges included an increase in EDU billings due to new homes and projected hotel opening. Project delays resulted in a reduced revenue projection for the fiscal year.
8. The Solar project at the Wastewater Treatment plant was delayed due to the Grant award process with the State Water Board, therefore the anticipated reduction in utility costs will not be realized this fiscal year.
9. Revenue and expense category differences due to the change in contract with Placer County for fire services.
10. The COVID Pandemic continued to restrict some City activities such as Council and Staff attendance at trainings and conferences.

Recommendation

The results of this Mid-Year Budget review will be incorporated into the development of the Fiscal Year 2022-2023 and Fiscal Year 2023-2024 budgets. The calendar of activities for the biennial budget process has been developed and is included as an attachment to this report. In addition to the budget development, we will also be completing our regular annual financial processes:

- Review of Accounting Procedure
- Review of Investment Policy
- Establish Gann Appropriation Limit fiscal year 2021-2022
- Fraud/Risk Discussions

Staff recommends that Council accepts the Mid-Year Budget Report and Recommended budget adjustments for fiscal year 2021-2022.

Attachments:

1. Mid-Year Operating Budget Review – Fund Summary
2. Mid-Year Operating Budget Review – Revenue Adjustments
3. Mid-Year Operating Budget Review – Expense Adjustments
4. Budget Process – Calendar of Activities

City of Colfax - FY2021-2022

Mid Year Operating Budget Review - Fund Summary (Does not include capital expenditures, transfers and reserve allocations)

Revision Date: February 23, 2022

Fund	Dept	Revenues			Expenses			Net Change in Fund Balance (Revenues - Expenses)			
		Projected	Adopted Budget FY2021-2022	Difference Recommended adjustments	Projected	Adopted Budget FY2021-2022	Difference Recommended adjustments	Projected	Adopted Budget FY2021-2022	Difference Recommended adjustments	
		Actuals 02/23/22			Actuals 02/23/22						
General Fund - Unrestricted											
100	000	2,237,842	2,205,110	32,732			-	2,237,842	2,205,110	32,732	
100	100	Central Services	-	-	185,066	184,866	200	(185,066)	(184,866)	(200)	
100	110	City Council	-	-	52,700	81,200	(28,500)	(52,700)	(81,200)	28,500	
100	120	Administration/Finance	-	-	306,665	312,320	(5,656)	(306,665)	(312,320)	5,656	
100	160	Legal	-	-	97,000	70,400	26,600	(97,000)	(70,400)	(26,600)	
100	200	Fire	-	-	82,200	68,500	13,700	(82,200)	(68,500)	(13,700)	
100	300	Sheriff	-	-	675,026	722,696	(47,670)	(675,026)	(722,696)	47,670	
100	400	Building Department	-	-	60,500	90,500	(30,000)	(60,500)	(90,500)	30,000	
100	425	Engineering	-	-	100,000	21,000	79,000	(100,000)	(21,000)	(79,000)	
100	450	Planning	-	-	45,000	40,000	5,000	(45,000)	(40,000)	(5,000)	
100	500	Buildings and Grounds	-	-	184,149	187,405	(3,256)	(184,149)	(187,405)	3,256	
100	530	Parks	-	-	137,978	142,046	(4,068)	(137,978)	(142,046)	4,068	
120	000	Land Development	120,000	65,000	55,000	116,000	68,400	47,600	4,000	(3,400)	7,400
Total General Fund - Unrestricted		2,357,842	2,270,110	87,732	2,042,283	1,989,333	52,950	315,559	280,777	34,782	
General Fund - Restricted											
200	000	Cannabis Application	17,500	-	17,500	15,000		15,000	2,500	-	2,500
572	000	Landfill - Postclosure Maint	95,000	80,000	15,000	97,330	94,878	2,452	(2,330)	(14,878)	12,548
Total General Fund - Restricted		112,500	80,000	32,500	112,330	94,878	17,452	170	(14,878)	15,048	
Special Revenues											
210-17	000	Mitigation Funds	187,929	214,520	(26,591)	-	-	-	187,929	214,520	(26,591)
218	000	Support Law Enforcement	160,000	100,000	60,000	160,000	100,000	60,000	-	-	-
244	000	CDBG Program Income	6,000	6,000	-	6,000	6,000	-	-	-	-
250	000	Streets-Roads/Transportation	137,300	137,300	-	227,509	266,887	(39,378)	(90,209)	(129,587)	39,378
253	000	Gas Taxes	57,844	97,096	(39,252)	19,000	19,000	-	38,844	78,096	(39,252)
258	000	Road Maintenance/SB1	39,252	-	39,252	-	-	-	39,252	-	39,252
292	000	Fire Capital Fund	-	12,000	(12,000)	-	5,000	(5,000)	-	7,000	(7,000)
342/343	000	Fire & Rec Const Mitigation	37,600	37,600	-	-	-	-	37,600	37,600	-
Total Special Revenues		625,925	604,516	21,409	412,509	396,887	15,622	213,416	207,629	5,787	
Enterprise Funds											
560	000	Sewer WWTP Maint and Ops	1,304,000	1,378,461	(74,461)	1,134,451	1,117,727	16,724	169,549	260,734	(91,185)
561	000	Sewer Collections Systems	205,000	211,886	(6,886)	265,111	264,429	682	(60,111)	(52,543)	(7,568)
563	000	WWTP/Debt Service	580,000	593,283	(13,283)	438,974	438,974	-	141,026	154,309	(13,283)
564	000	Sewer Connect - Restricted	91,900	91,900	0	-	-	-	91,900	91,900	0
Total Enterprise Funds		2,180,900	2,275,530	(94,630)	1,838,536	1,821,130	17,406	342,364	454,399	(112,036)	
TOTAL ALL FUNDS		5,277,167	5,230,156	47,011	4,405,658	4,302,228	103,430	871,509	927,927	(56,419)	
<i>Percent of Adopted Budget</i>		100.9%		0.9%	102.4%		2.4%	93.9%		-6.1%	

City of Colfax - FY2021-2022
Mid Year Operating Budget Review - Revenue Adjustments
Revision Date: February 23, 2022

Fund	Dept	GL Code	Description	Projected	Adopted Budget	Difference	Sub-total	Explanation
				Actuals 02/23/22	FY2021-2022	Recommended adjustments		
100	000	4030	Cannabis Business Tax	\$ 45,000	\$ 32,000	\$ 13,000		Based on actuals to date and previous year
100	000	4040	Transient Occupancy Tax	\$ 30,000	\$ 56,000	\$ (26,000)		Hotel opening later than budgeted forecast
100	000	4100	Franchises	\$ 100,000	\$ 82,000	\$ 18,000		Based on actuals to date
100	000	4200	Business Licenses	\$ 38,000	\$ 33,000	\$ 5,000		Based on actuals to date and previous year
100	000	4240	Encroachment Permits	\$ 1,500	\$ 1,000	\$ 500		Based on actuals to date
100	000	4305	Fair Share Reimbursement	\$ 16,292	\$ -	\$ 16,292		Not in budget - not anticipate
100	000	4620	Planing & Zoning (Land Dev)	\$ 120,000	\$ 65,000	\$ 55,000		Increase primarily due to Maidu Village Development
100	000	4700	State Motor Vehicle License	\$ 2,500	\$ 1,000	\$ 1,500		Based on actuals to date
100	000	4710	Motor Vehicle Fees	\$ 164,000	\$ 136,000	\$ 28,000		Based on actuals to date
100	000	4760	Prop 172 Public Safety	\$ 30,000	\$ 24,000	\$ 6,000		Based on actuals to date
100	000	4800	Rents & Leases	\$ 9,000	\$ 7,560	\$ 1,440		Based on actuals to date
100	000	4810	Sign Rent & Lease	\$ 70,000	\$ 63,000	\$ 7,000		Based on actuals to date
100	000	4815	Digital Sign Fees	\$ 500	\$ 1,000	\$ (500)		There has been no activity this year
100	000	4900	Miscellaneous	\$ 3,500	\$ -	\$ 3,500		Insurance reimbursement
100	000	4980	Interest Income	\$ 9,000	\$ 50,000	\$ (41,000)		Decreased interest earnings LAIF
General Fund - Unrestricted							\$ 87,732	
200	000	4200	Business Licenses	\$ 8,000		\$ 8,000		Ordinance support and compliance monitoring not in budget
200	000	4985	Program Income - Applications	\$ 9,500		\$ 9,500		Ordinance support and compliance monitoring not in budget
Cannibis Application							\$ 17,500	
210-17	000	4225	Mitigation Fees	\$ 187,929	\$ 214,520	\$ (26,591)		Covid Relief funds - Direct to City
Mitigation Fees							\$ (26,591)	
572	000	4660	Landfill Closure Surcharge	\$ 95,000	\$ 80,000	\$ 15,000		Covid Relief funds - Direct to City
Landfill Post Closure Maintenance							\$ 15,000	
218	000	4560	State Grant	\$ 160,000	\$ 100,000	\$ 60,000		Received ELEAS credit
Supplemental Law Enforcement							\$ 60,000	
292	000	4720	Revenues from Other Agencies		\$ 12,000	\$ (12,000)		Do not anticipate strike team Income for fiscal year
Fire Capital Fund							\$ (12,000)	
560	000	4660	Sewer Service Charges	\$ 1,275,000	\$ 1,307,461	\$ (32,461)		Anticipated development - new EDU's delayed
560	000	4980	Interest Income (LAIF)	\$ 8,000	\$ 50,000	\$ (42,000)		Decreased interest earnings LAIF
Sewer WWTP Maintenance & Operations							\$ (74,461)	
561	000	4660	Sewer Service Charges	\$ 195,000	\$ 201,886	\$ (6,886)		Anticipated development - new EDU's delayed
Sewer Lift Stations Maintenance & Operations							\$ (6,886)	
563	000	4660	Sewer Service Charges	\$ 575,000	\$ 588,284	\$ (13,284)		Anticipated development - new EDU's delayed
Sewer WWTP - Debt Service							\$ (13,284)	
Total City - Operating Expense Adjustments							\$ 47,011	

Note: Only accounts with projected differences are included on this report

City of Colfax - FY2021-2022
Mid Year Operating Budget Review - Expense Adjustments
Revision Date: February 23, 2022

Fund	Dept	GL Code	Description	Projected	Adopted Budget	Difference	Sub-total	Explanation	
				Actuals 02/23/22	FY2021-2022	Recommended adjustments			
100	100	5660	Software Maintenance	\$ 2,000	\$ 1,200	\$ 800		Based on actual expenditures and previous year	
100	100	5660	Professional Services	\$ 6,500	\$ 5,200	\$ 1,300		Based on actual expenditures and previous year	
100	100	5665	Legal Expenses (outside)	\$ 35,000	\$ 55,000	\$ (20,000)		City lawsuit defense	
100	100	8250	Miscellaneous	\$ 4,000	\$ 100	\$ 3,900		River Fire Assistance 2022	
100	100	8252	Bank Charges	\$ 3,400	\$ 2,500	\$ 900		Based on actual expenditures and previous year	
100	100	8300	Payments to Other Agencies/Grants	\$ 3,500	\$ 1,200	\$ 2,300		Based on actual expenditures and previous year	
100	100	8400	Insurance and Bonds	\$ 41,000	\$ 30,000	\$ 11,000		Increased costs	
Central Services								\$ 200	
100	110	5660	Professional Services	\$ 35,000	\$ 55,000	\$ (20,000)		Based on actual expenditures	
100	110	5815	Conferences & Meetings	\$ 1,000	\$ 5,000	\$ (4,000)		Reduced - Covid Restrictions	
100	110	5820	Education & Training	\$ 1,000	\$ 5,000	\$ (4,000)		Reduced - Covid Restrictions	
100	110	5830	Travel/mileage	\$ 500	\$ 1,000	\$ (500)		Reduced - Covid Restrictions	
City Council								\$ (28,500)	
100	120	5XXX	Personnel Expenses	\$ 200,515	\$ 198,271	\$ 2,244		Staffing voids	
100	120	5425	Cell Phones	\$ 800	\$ 1,200	\$ (400)		Based on actual expenditures	
100	120	5440	Printing/Advertising	\$ 9,000	\$ 500	\$ 8,500		Recruiting/Advertising Costs	
100	120	5660	Professional Services	\$ 80,000	\$ 90,000	\$ (10,000)		Reduced expenditures.	
100	120	5815	Conferences & Meetings	\$ 500	\$ 3,000	\$ (2,500)		Reduced - Covid Restrictions	
100	120	5820	Education & Training	\$ 2,000	\$ 4,000	\$ (2,000)		Reduced - Covid Restrictions	
100	120	5830	Travel/mileage	\$ 500	\$ 4,000	\$ (3,500)		Reduced - Covid Restrictions	
100	120	827	Medical Expense	\$ 2,000	\$ -	\$ 2,000		Covid Testing, etc	
Administration/Finance								\$ (5,656)	
100	160	5665	Legal Services - City Attorney	\$ 97,000	\$ 70,400	\$ 26,600		Based on actual expenditures and previous year	
City Attorney								\$ 26,600	
100	200	5120	Workers Compensation	\$ -	\$ 12,000	\$ (12,000)		Change in Fire Services Contract	
100	200	5201	Materials & Supplies	\$ 1,000	\$ 4,500	\$ (3,500)		Change in Fire Services Contract	
100	200	5300	Equipment Repairs & Maintenance	\$ -	\$ 2,000	\$ (2,000)		Change in Fire Services Contract	
100	200	5320	Vehicle Repair & Maintenance	\$ -	\$ 13,500	\$ (13,500)		Change in Fire Services Contract	
100	200	5325	Gas & Oil	\$ 500	\$ 2,000	\$ (1,500)		Change in Fire Services Contract	
100	200	5420	Telephone/Internet	\$ 500	\$ 300	\$ 200		Change in Fire Services Contract	
100	200	5660	Professional Services	\$ 75,000	\$ 27,000	\$ 48,000		Change in Fire Services Contract	
100	200	5820	Education & Training	\$ -	\$ 1,000	\$ (1,000)		Change in Fire Services Contract	
100	200	6120	Utilities	\$ 1,500	\$ 2,000	\$ (500)		Change in Fire Services Contract	
100	200	8532	Medical Screening/Exams	\$ -	\$ 500	\$ (500)		Change in Fire Services Contract	
Fire Department								\$ 13,700	
100	300	5580	Booking Fees	\$ -	\$ 1,000	\$ (1,000)		Based on actual expenditures and previous year	
100	300	5620	Sheriff Protection Services	\$ 666,526	\$ 715,696	\$ (49,170)		Received ELEAS credit - increases expense in 218.	
100	300	6120	Utilities	\$ 8,500	\$ 6,000	\$ 2,500		Increased cost per actual expenditures	
Sheriff Department								\$ (47,670)	
100	400	5660	Professional Services	\$ 60,000	\$ 90,000	\$ (30,000)		Based on actual expenditures and previous year	
Building Department								\$ (30,000)	
100	425	5540	Engineering Services	\$ 100,000	\$ 21,000	\$ 79,000		Based on actual expenditures and previous year	
Engineering Department								\$ 79,000	
100	450	5540	Planning Services	\$ 45,000	\$ 40,000	\$ 5,000		Based on actual expenditures and previous year	

City of Colfax - FY2021-2022
Mid Year Operating Budget Review - Expense Adjustments
Revision Date: February 23, 2022

Fund	Dept	GL Code	Description	Projected	Adopted Budget	Difference	Sub-total	Explanation
				Actuals 02/23/22	FY2021-2022	Recommended adjustments		
Planning Department							\$ 5,000	
100	500	5XXX	Personnel Expenses	\$ 106,899	\$ 116,555	\$ (9,656)		Staffing voids
100	500	5201	Materials & Supplies	\$ 20,000	\$ 25,000	\$ (5,000)		Based on actual expenditures
100	500	6100	Rents & Leases	\$ 5,000	\$ 100	\$ 4,900		New Parking Lot space - Railroad St
100	500	6120	Utilities	\$ 25,000	\$ 20,000	\$ 5,000		Based on actual expenditures
100	500	6160	Security	\$ 3,500	\$ 2,000	\$ 1,500		Based on actual expenditures
City Buildings							\$ (3,256)	
100	530	5XXX	Personnel Expenses	\$ 77,978	\$ 85,046	\$ (7,068)		Staffing voids
100	530	6120	Utilities	\$ 4,000	\$ 2,000	\$ 2,000		Based on actual expenditures and previous year
100	530	6160	Security	\$ 1,000	\$ -	\$ 1,000		Based on actual expenditures
Parks and Recreation							\$ (4,068)	
120	000	566X	Professional Services	\$ 116,000	\$ 68,400	\$ 47,600		Based on actual expenditures
Land Development Fees							\$ 47,600	
200	000	5660	Professional Services	\$ 15,000		\$ 15,000		Ordinance support and compliance monitoring not in budget
Cannabis Application							\$ 15,000	
572	000	8525	Bonds and Insurance	\$ 3,500	\$ 6,048	\$ (2,548)		Not in budget
572	000	8530	Testing and Monitoring	\$ 20,000	\$ 15,000	\$ 5,000		Not in budget
Landfill Post Closure Maintenance							\$ 2,452	
218	000	5620	Sheriff Protection Services	\$ 160,000	\$ 100,000	\$ 60,000		Received ELEAS credit - reduces expense in 100-300
Supplemental Law Enforcement							\$ 60,000	
250	000	5XXX	Personnel Expenses	\$ 126,759	\$ 156,387	\$ (29,628)		Staffing voids
250	000	5540	Engineering Services	\$ -	\$ 2,000	\$ (2,000)		Based on actual expenditures
250	000	5560	Software Maintenance	\$ 750		\$ 750		Not in budget
250	000	5590	Transit Services	\$ -	\$ 15,000	\$ (15,000)		No expenses for current year - Covid
250	000	5660	Professional Services	\$ 9,000	\$ -	\$ 9,000		Not in budget
250	000	8400	Bonds and Insurance	\$ 15,500	\$ 18,000	\$ (2,500)		Based on actual expenditures
Streets & Roads							\$ (39,378)	
292	000	5660	Professional Services	\$ -	\$ 5,000	\$ (5,000)		Do not anticipate strike team expenses for fiscal year
Fire Capital Fund							\$ (5,000)	
560	000	5XXX	Personnel Expenses	\$ 535,451	\$ 554,427	\$ (18,976)		Staffing voids
560	000	5320	Vehicle Repairs & Maint	\$ 3,000	\$ 1,500	\$ 1,500		Based on actual expenditures
560	000	5325	Gas & Oil	\$ 15,000	\$ 10,000	\$ 5,000		Negotiated new copier lease contract - lower rates
560	000	5350	Tool Rental	\$ 2,500	\$ -	\$ 2,500		Based on actual expenditures
560	000	5420	Telephone/Internet	\$ 4,000	\$ 3,500	\$ 500		Based on actual expenditures
560	000	5425	Cell Phones	\$ 4,000	\$ 3,500	\$ 500		Based on actual expenditures
560	000	5440	Printing/Advertising	\$ 500	\$ 1,000	\$ (500)		Based on actual expenditures
560	000	5540	City Engineering	\$ 1,000	\$ 7,700	\$ (6,700)		Based on actual expenditures
560	000	5560	Software Maintenance	\$ 2,000	\$ 3,500	\$ (1,500)		Based on actual expenditures
560	000	5660	Professional Services	\$ 45,000	\$ 60,000	\$ (15,000)		Based on actual expenditures
560	000	5665	Legal Fees	\$ 2,000	\$ 5,600	\$ (3,600)		Based on actual expenditures
560	000	5810	Memberships and Dues	\$ 3,500	\$ 2,000	\$ 1,500		Based on actual expenditures
560	000	5820	Education & Training	\$ 7,000	\$ 2,500	\$ 4,500		Aeromod Training
560	000	6120	Utilities	\$ 160,000	\$ 75,000	\$ 85,000		Delay to Solar project
560	000	6160	Security	\$ 4,000	\$ 2,500	\$ 1,500		New security system

City of Colfax - FY2021-2022
Mid Year Operating Budget Review - Expense Adjustments
Revision Date: February 23, 2022

Fund	Dept	GL Code	Description	Projected	Adopted Budget	Difference	Sub-total	Explanation
				Actuals 02/23/22	FY2021-2022	Recommended adjustments		
560	000	8400	Bonds and Insurance	\$ 45,000	\$ 40,000	\$ 5,000		Based on actual expenditures
560	000	8525	Lab Testing and Monitoring (contract)	\$ 10,000	\$ 40,000	\$ (30,000)		Based on actual expenditures
560	000	8530	Lab Testing and Monitoring (in-house)	\$ 7,500	\$ 35,000	\$ (27,500)		Based on actual expenditures
560	000	8532	Acute and Chronic Testing	\$ 13,000	\$ -	\$ 13,000		Based on actual expenditures
Sewer WWTP Maintenance & Operations							\$ 16,724	
561	000	5XXX	Personnel Expenses	\$ 162,411	\$ 175,329	\$ (12,918)		Staffing voids
561	0	5201	Materials & Supplies	\$ 1,500	\$ 3,000	\$ (1,500)		Based on actual expenditures
561	000	5201	Equipment Repairs & Maintenance	\$ 25,000	\$ 7,500	\$ 17,500		Lift Station VFD Repairs/replacement
561	000	5320	Vehicle Repair & Matenance	\$ 750	\$ 1,500	\$ (750)		Based on actual expenditures
561	000	5350	Tool Rental	\$ -	\$ 1,500	\$ (1,500)		Based on actual expenditures
561	000	5410	Postage	\$ 750	\$ 1,000	\$ (250)		Based on actual expenditures
561	000	5540	City Engineering	\$ 2,500	\$ 4,900	\$ (2,400)		Based on actual expenditures
561	000	5665	City Attorney	\$ -	\$ 4,000	\$ (4,000)		Based on actual expenditures
561	000	6120	Utilities	\$ 19,000	\$ 15,000	\$ 4,000		Based on actual expenditures
561	000	6160	Security	\$ 1,000	\$ -	\$ 1,000		Based on actual expenditures
561	000	8300	Payments to Other Agencies/Grants	\$ 5,500	\$ 5,000	\$ 500		Based on actual expenditures
561	000	8400	Bonds and Insurance	\$ 18,500	\$ 17,500	\$ 1,000		Based on actual expenditures
Sewer Lift Stations Maintenance & Operations							\$ 682	
Total City - Operating Expense Adjustments							\$ 103,430	

Note: Only accounts with projected differences are included on this report

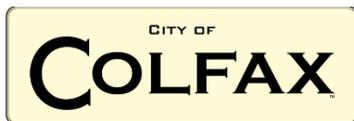
City of Colfax

Biennial Budget Process - Fiscal Years 2022-2023 and 2023-2024

Calendar of Activities

Revision Date: February 23, 2022

Date	Type	Action	Comment
Wednesday, February 23, 2022	City Council Meeting	Mid Year Review 2021-2022	Comparative budget analysis of Revenue and Expenditures during Current fiscal year. Identification of budget adjustments if recommended. Presentation of budget process calendar of activities for biennial budget process (Fiscal year 2022-2023 and 2023-2024).
Thursday, February 24, 2022	Staff	Staff Kick off Meeting	Review budget calendar and budget worksheets.
Thursday, March 24, 2022	Staff	Department Reviews	Department Heads to review individual fund/department goals, operation expenses, and capital projects with City Manager
Friday, April 8, 2022	Staff	Final Budget Worksheets Deadline	Departments to submit final budget worksheets to Finance for review and consolidation
Thursday, April 21, 2022	Staff	2022-2023 and 2023-2024 Preliminary Budget (Staff)	Analysis and projection of all revenue sources, departmental staff requirements and expenditures, Capital Improvements projects, Identification of Broad goals - Fund Reserve requirements and targets, identification of challenges and opportunities.
Friday, April 29, 2022	Council Review	Preliminary budget package to City Council for review	Preliminary budget package to be distributed to City Council for review prior to Council Meeting Review
Wednesday, May 11, 2022	Council Workshop	Council/Public Budget Workshop <i>To be Scheduled during Work Day</i>	Council provides feedback and general direction to staff based on review of preliminary budget. Citizens have an opportunity to address Council and staff during this workshop. Workshop agenda to include annual review of financial policies and financial risk analysis.
Wednesday, June 8, 2022	City Council Meeting	Adopt 2022-2023 and 2023-2024 Budget	GANN Appropriation Limit for fiscal year 2022-2023 to be included for adoption at this meeting.
Wednesday, June 22, 2022	City Council Meeting	Contingency Meeting	Last date for adoption of budget
Friday, July 1, 2022	Staff	New Fiscal Year Begins	



Staff Report to City Council

FOR THE MARCH 9, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Placer Homelessness Action Phase One Report – Letter of Recommended Guidance

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Discuss and consider authorizing the Homelessness Ad hoc to develop a letter of recommended guidance to Placer County Board of Supervisors regarding the Placer Homelessness Action Phase One Report.

Summary/Background

Council assigned members of the elected body to a Homelessness Ad hoc committee (Mayor Burruss and Mayor Pro Tem Mendoza) to participate in the Placer Homelessness Action Plan process hosted by the County's consultant, MIG. The Placer Homelessness Ad hoc met with MIG on several occasions to provide guidance related to the identified topics in their final report that is attached. The Colfax Ad hoc team felt the process was not adequately represented by key stakeholders during their meetings to gather industry knowledge, which would have provided an informed opportunity for the group to make key decisions on suggested strategies.

The attached report does not accurately represent the Placer Homelessness Ad hoc committee position on the recommended actions. The attached Final Joint Meeting Notes shows there was no overwhelming consensus among the group. Subsequently, the Placer Homelessness Ad hoc committee requested an additional meeting to discuss possible changes to the document. The subsequent meeting occurred on February 24, 2022 with no resolve to the issues brought to the consultant, MIG.

The Colfax Homelessness Ad hoc requested the situation be placed on the agenda to gauge council support to develop a letter requesting the County continue the discussion by authorizing MIG to conduct several more meetings with the group to establish a cohesive Placer Homelessness report. Staff is requesting council review the attached reports and authorize the Homelessness Ad hoc to develop a letter of recommended guidance to the Placer County Board of Supervisors regarding the Placer Homelessness Action Phase One report.

Fiscal Impacts

N/A

Attachments:

1. Final Placer Homelessness Action Phase One Report
2. Final Joint Meeting Notes 12/15/2021



PLACER REGIONAL HOMELESSNESS ACTION PLAN

PHASE ONE REPORT

PLACER REGIONAL HOMELESSNESS ACTION PLAN

Phase One Report, January 2022

PREPARED BY



ACKNOWLEDGMENTS

This document was prepared with the assistance of many people who care about those experiencing homelessness, and the impacts homelessness has on our community. We would like to acknowledge the professionals, volunteers and others who provided quantitative and qualitative data to inform this report of homelessness in mid and south Placer County. These strategies and actions that will be considered for implementation by a network of people and organizations over the next few years.

County Staff

Bekki Riggan, Deputy County Executive, County of Placer

Raúl Martínez, Assistant Director of Health and Human Services, County of Placer

MIG Consultants

Carolyn Verheyen, Principal-in-Charge

Lou Hexter, Sr. Project Manager

Amanda Luckey, Deputy Project Manager

Table of Contents

I. EXECUTIVE SUMMARY 1

PREVENTION 2

CRISIS RESPONSE..... 2

HOUSING AND SUPPORTIVE SERVICES..... 2

SYSTEM INTEGRATION AND COORDINATION 3

COMMUNITY ENGAGEMENT 3

I. INTRODUCTION AND OVERVIEW 4

II. STRATEGIC PLANNING GUIDING FRAMEWORK 8

III. DRAFT STRATEGIES FOR FUTURE DISCUSSION..... 10

PREVENTION 10

CRISIS RESPONSE..... 15

HOUSING AND SUPPORTIVE SERVICES..... 18

SYSTEM INTEGRATION AND COORDINATION 24

COMMUNITY ENGAGEMENT 26

IV. NEXT STEPS..... 28

V. APPENDICES 29

I. Executive Summary

Placer County experiences the lowest rate of homelessness in northern California, the fourth-lowest rate of homelessness in the state overall, and the lowest rate of unsheltered homeless in the state. At the same time homelessness and blight have become more visible due to a variety of factors including judicial rulings and the COVID pandemic, which has created a number of issues from economic stress to health concerns. Addressing homelessness requires a coordinated and steady effort by multiple partners from municipal jurisdictions, the Continuum of Care, community-based organizations, the local business and faith communities, service providers, and County departments over an extended period of time. To expedite progress and address deep-rooted challenges, Placer County and the six cities and town in the region are taking a systemic and practical approach to plan, coordinate, integrate, and fully leverage shared action across sectors and geographies within the mid and south Placer region.

The Placer Regional Homelessness Action Plan project was initiated in July 2021, six years since the last assessment. The process to develop a regional strategic plan for homelessness began with a series of research and stakeholder engagement activities to help identify gaps, issues and opportunities, and to create a set of potential strategies to address these. Over the course of five months, the project team accomplished the following:

- Placer County homelessness response system review and inventory of services
- Best practices research
- Consultations with the regional Continuum of Care, the Placer Law Enforcement Agencies (PLEA), individuals with lived experience of homelessness, service providers, and the local Office of Education, etc.
- Mapping of key amenities for a preliminary housing location analysis
- Dialogue among key public agency staff and elected officials, including law enforcement and health care providers
- Convening public safety and legal counsel across the region to discuss potential and aligned responses to the *Martin v. Boise* decision.

Strategies for consideration arose from the issues and opportunities analysis and best practices research done in the first few months of the project, as well as from discussions among the stakeholders and Regional Working Group members. These ideas were brought to the Ad Hoc Group for deliberation. **Support for many of the strategies was contingent on additional analysis, implementation considerations, and community and stakeholder input, which will be the focus in the next phase of this work.**

Overall Outcome: Maintain the lowest rate of homelessness in Northern California

Prevention

Making the experience of homelessness RARE through strategies that address the root causes of homelessness in addition to financial assistance and case management support that prevents individuals and families from ever becoming homeless.¹

1A. Continue to explore need for emergency shelter in south Placer outside of residential neighborhoods with on-site services or proximate access to services. (Members of the Ad Hoc Group expressed **mixed support** for this strategy but were generally **open to further exploration**.)

1B. Renew conditional use permit for North Auburn emergency shelter. (Members of the Ad Hoc Group were **largely in favor** of this strategy, with many deferring to the North Auburn community for its approval.)

1C. Explore Safe Park and/or Safe Camp locations. (Members of the Ad Hoc Group were **largely opposed** to this strategy but some were **open to further exploration**.)

Crisis Response

Making the experience of homelessness as BRIEF as possible through culturally specific programs and services that create pathways out of homelessness and into permanent housing.

2A. Expand partnerships between law enforcement and social services for outreach and response. (Members of the Ad Hoc Group were **highly supportive of** this strategy, pointing to its current success.)

2B. Explore the potential of a Sobering Center (short-term respite and urgent care center for people experiencing intoxication or mental health crises) with appropriate services and support. (Members of the Ad Hoc Group expressed **cautious support** for this strategy and were **interested in further exploration**.)

Housing and Supportive Services

Making the experience of homelessness NON-RECURRING through permanent housing and by advocating for additional affordable housing opportunities

3A. Explore the possibility of growing the amount of supportive interim housing by converting hotels/motels into interim housing informed by siting criteria. (Members of the Ad Hoc Group were **mostly in favor of** this strategy and were **open to further exploration**.)

¹ Some of these (rental assistance, eviction prevention, counseling) are well underway in Placer County, yet sheltering in particular is an important backstop to prevent people from ending up on the streets.

3B. Resume focus on additional permanent supportive and/or affordable housing and distribute across the region. (Members of the Ad Hoc Group expressed **mixed support** for this strategy but were generally **open to further exploration**.)

3C. Adopt Placer County regional housing siting criteria and apply them consistently. (Members of the Ad Hoc Group were **largely in favor** of this strategy.)

3D. Explore creative solutions for point-to-point transportation. (Members of the Ad Hoc Group expressed **mixed support** for this strategy but were generally **open to further exploration**.)

System Integration and Coordination

Promote and sustain a sense of shared responsibility and clarity of roles.

4A. Evaluate and strengthen Coordinated Entry/211. (The Ad Hoc Group did not discuss this strategy yet did not express reservations in prior meetings.)

4B. Implement regionally-compatible ordinances and law enforcement practices. (The Ad Hoc Group did not discuss this strategy but expressed support in prior meetings.)

4C. Designate an interjurisdictional task force to provide stewardship of, and advocacy for, the Strategic Action Plan. (The Ad Hoc Group did not discuss this strategy yet did not express reservations to it in prior meetings.)

Community Engagement

Increase public awareness regarding homelessness and possible response strategies.

5A. Create regionally-coordinated, public information around homelessness. (Members of the Ad Hoc Group were **largely in favor** of this strategy.)

Next Steps

With this report's discussion of the benefits and concerns related to these potential desired outcomes and strategies – the first phase of the planning process draws to a close. In the next several months, many of the stakeholders who have been involved will be invited to continue their participation, as we translate the strategies into specific initiatives. In addition, there will be a broader community dialogue, including presentations to the decision-making bodies in each of the jurisdictions, as well gathering input from residents and businesses across the region. And throughout this process, there will continue to be opportunities to get feedback on the plan from people who are currently or previously served by our continuum of care.

Ultimately, the Placer Regional Homelessness Action Plan will identify those strategies and actions that can be pursued in the near-term, including who will be engaged in their implementation, where the funding will come from and in what timeframe there can be measurable progress. It is hoped that all of this will be guided by a shared vision, operating principles, mutually desired outcomes and a commitment to working together to achieve results.

I. Introduction and Overview

Placer County experiences the lowest rate of homelessness in northern California, the fourth-lowest rate of homelessness in the state overall, and the lowest rate of unsheltered homeless in the state.² Over the past five years the region has increased its capacity of beds and services, resulting in a reduction in the rate of chronic homelessness.

At the same time homelessness and blight have become more visible due to a variety of factors including the COVID pandemic, which has created a number of issues from economic stress to health concerns. There have been strains on the local shelters as currently configured, and recent court rulings (*Martin v. Boise*³, in particular) have established the right to camp when insufficient bed options are available. Additionally, some of the unhoused who interface with law enforcement decline services and regularly use costly resources in the health care and criminal justice system. Specifically, they opt for camping or parking on public lands rather than seeking traditional housing and/or shelter.

Addressing homelessness requires a coordinated and steady effort by multiple partners from municipal jurisdictions, the Continuum of Care, community-based organizations, the local business and faith communities, service providers, and County departments over an extended period of time. To expedite progress and address deep-rooted challenges, Placer County and the six cities and town in the region are taking a systemic and practical approach to plan, coordinate, integrate, and fully leverage shared action across sectors and geographies within the mid and south Placer region.

The Placer Regional Homelessness Action Plan project was initiated in July 2021, six years since the last assessment. It was kicked off by a regional summit that brought together service providers, elected officials, community leaders and agency stakeholders with an interest in addressing the many complex issues of homelessness, including the visible nature of unsheltered homelessness and its impacts as well as community concerns about the siting of homeless housing.

The process to develop a regional strategic plan for homelessness began with a series of research and stakeholder engagement activities to help identify gaps, issues and opportunities, and to create a set of potential strategies to address these. To assist in this first phase, the region established three consultative groups:

- The **Steering Group** provided process oversight and guidance. The **Regional Working Group** – comprised of representatives from each of the jurisdictions, the local

² *National Alliance to End Homelessness, 2020 Edition*

³ 2021 decision in which the Ninth Circuit held that the Eighth Amendment prohibits the imposition of criminal penalties on unsheltered homeless persons for sitting, sleeping or lying outside on public property. *Martin* prohibits jurisdictions from enforcing camping ordinances when the number of homeless individuals in a jurisdiction exceeds the number of available shelter beds.

Continuum of Care, along with regional funders, -- discussed the needs and opportunities, and helped to define the draft strategies from the perspective of front line staff and/or technical experts.

- The **Ad Hoc Group** was created as a representative body of elected officials from the Board of Supervisors and the City Councils of each municipality in the region. These members provided feedback and direction regarding the draft strategies.

Membership lists of each of these groups is provided in Appendix A.

The project team proposed a framework to help describe the impact areas of this strategic planning process. This continuum model was adapted from King County (Seattle) and was used to organize the system review and the strategy development process. As shown in the diagram below, the five impact areas are:

- Prevention
- Crisis Response
- Housing (and Supportive Services)
- Integrative Programs and Systems
- Community Engagement and Support



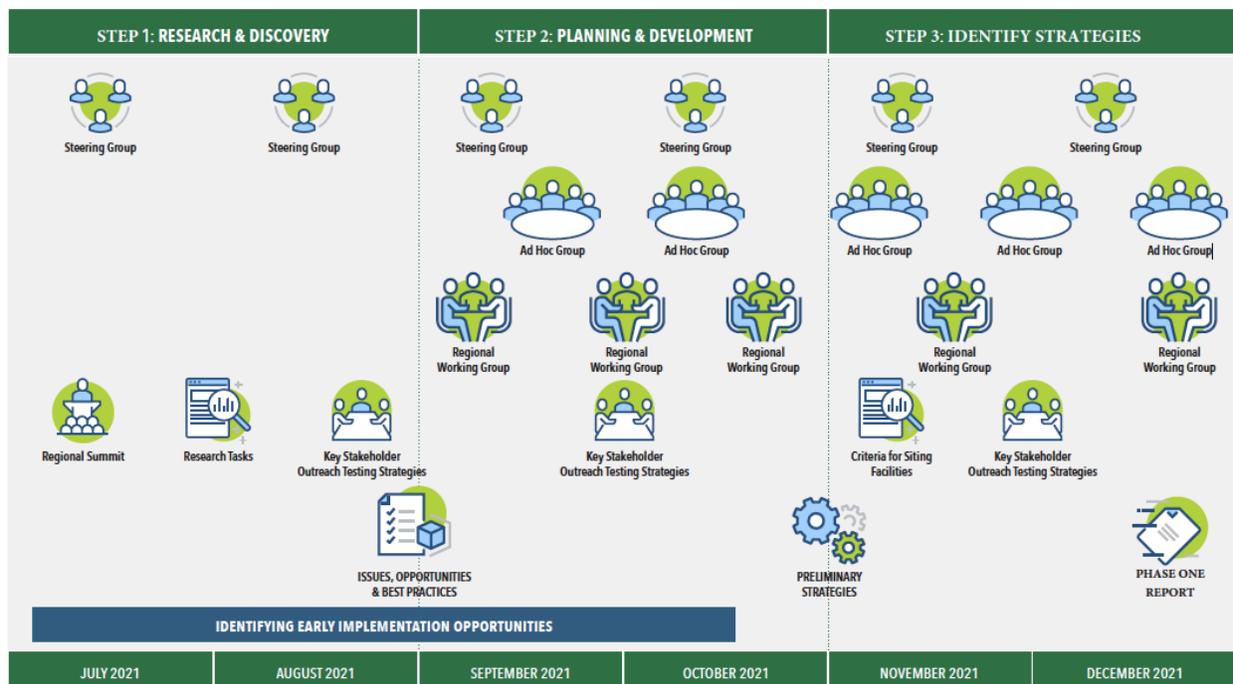
Over the course of five months, the project team accomplished the following:

- Placer County homelessness response system review and inventory of services
- Best practices research

- Consultations with the regional Continuum of Care, the Placer Law Enforcement Agencies (PLEA), individuals with lived experience of homelessness, service providers, and the local Office of Education, etc.
- Mapping of key amenities for a preliminary housing location analysis
- Dialogue among key public agency staff and elected officials, including law enforcement and health care providers
- Convening public safety and legal counsel across the region to discuss potential and aligned responses to the Martin v. Boise decision
- Identification and discussion of potential strategies across the five impact areas

Placer County Government and Incorporated City Partners
HOMELESSNESS SERVICES PLANNING PROJECT

M I G
 January 20, 2022



There were many issues and opportunities that emerged from the research and discussion. Some of the most significant findings included:

- Cross-service teams are an effective means for bringing solutions to the people who need them.
- There is a need to focus on the chronically homeless and on those who refuse services; and there is a desire to focus on those with clear ties to Placer.
- The region would benefit from a coordinated response to enforcement based on accountability with compassion.

- In order to both meet housing demand and support the ability of first responders to enforce public ordinances, there is a need to expand the housing options at all points on the spectrum – emergency, interim and permanent supportive.
- There is a need to provide more options for people who do not meet current entrance requirements for sheltering and other services.
- To promote coordination in locating housing it would be useful to get cross-jurisdictional agreement on a set of guiding criteria.
- The development of the Homelessness Action Plan must involve conversations with residents and businesses – about the unhoused members of their communities and the programs, services and facilities that are in place, and how they operate – and to understand community concerns and goals.

These themes led to the development of potential strategies that were discussed and evaluated by the stakeholder groups. The list of proposed strategies advancing to the next phase of planning is presented in Section IV. It is important to note that not all strategies received consensus support from the Ad Hoc Group. , The initial focus of the next phase of the planning process will be to listen and respond to community concerns and goals regarding homelessness, so that elected officials across the region can make the decisions necessary to take action that will help Placer to maintain the lowest rate of homelessness in northern California.

II. Strategic Planning Guiding Framework

The following foundational elements (Desired Outcomes, Vision and Guiding Principles) were presented and discussed at various times throughout the process. While needing additional collaborative revision, these elements will eventually represent a shared approach to addressing homelessness in the region, as embraced by residents, businesses and local officials.

Draft Desired Outcomes

Based on research and conversations with stakeholders, the planning process participants propose an initial set of measurable outcomes for the region's homelessness response, organized along the five impact areas. The priority actions developed in this phase of planning, combined with those identified in later phases, will have significant impact in these areas, as Placer moves to a more coordinated and effective system of facilities, programs, services and supports. A key step in the Phase 2 will be linking these outcome statements to data sources and developing a plan to track systematically.

Overall Outcome:

Maintain the lowest rate of homelessness in Northern California.

Prevention / Crisis Response

1. Decreased number of people becoming homeless for the first time
2. Increased number of Veterans connected with resources they are entitled to
3. More timely progression from assessment to referral to placement for individuals experiencing homelessness (E.g.: Assessment within 48 hours; referral within 72 hours; placement within 7 days)
4. Bed/placement/service provided for all those striving to advance out of homelessness, regardless of their sobriety, mental health, or criminal record

Housing and Supportive Services

1. Increased number of people transitioning from emergency placements to permanent homes
2. Decreased number experiencing unsheltered homelessness
3. Increased number of placements for people experiencing domestic violence, human trafficking, and sexual assault

System Integration and Coordination

1. Consistent understanding and application of *Martin v. Boise* across the county
2. Integrated response among front-line/first responders (law and fire) on ordinances related to camping/parking

3. Regular communication and collaboration between the local elected officials, law enforcement agencies, county office of education, the Continuum of Care and other partners to implement the strategic action plan

Community Engagement and Support

1. Progress toward addressing homelessness as described by key influencers and policymakers
2. Increased number of articles, editorials and/or survey results indicating support or a sense of shared responsibility for implementing homelessness solutions
3. Increased involvement in employment and training programs by local employers
4. Increased landlord participation in housing vouchers

The following draft statements were presented to the Ad Hoc group, following expressed support from the RWG. The Ad Hoc group did not reach consensus on these elements, preferring to gather feedback from their constituents prior to formally adopting any final vision statements or guiding principles.

Draft Vision Statement

“We in Placer County seek to make homelessness rare, brief and non-recurring by supporting our unhoused community members in a coordinated system of care as they work towards self-sustaining futures.”

Draft Guiding Principles

- A. We work to influence the behaviors and environments that can lead people down the path of homelessness, improving people’s dignity and safety, while keeping people off the streets.
- B. Solutions and services need to be data-driven and human-centered, based on each particular context, as we recognize that not all situations are alike.
- C. We are committed to compassion with accountability: our success will depend on the integration of new housing solutions, supportive services and compatible approaches to enforcement.
- D. By providing additional housing options, we can help provide safety and order for our whole community in addition to meeting the needs of our neighbors who are unhoused.
- E. We create and implement solutions with a commitment to shared responsibility, while respecting the autonomy of each jurisdiction and the need for flexibility and tailoring of approaches.

III. Draft Strategies for Future Discussion

Strategies developed for consideration arose from the issues and opportunities analysis and best practices research done in the first few months of the project, as well as from discussions among the stakeholders and Regional Working Group members. These ideas were brought to the Ad Hoc Group for deliberation. Support for many of the strategies was contingent on additional analysis, implementation considerations, and community and stakeholder input.

In the section below, the draft strategies are presented within each of the five impact areas. There is a background narrative describing the strategy, including benefits and concerns often articulated about it, and in some cases where this strategy has been implemented and with what results. There is also a summary of the Ad Hoc Group's comments related to each strategy, including the level of support expressed and some of the direct quotes from members.

Prevention

Making the experience of homelessness RARE through strategies that address the root causes of homelessness in addition to financial assistance and case management support that prevents individuals and families from ever becoming homeless.⁴

1A. Continue to explore need for emergency shelter in south Placer outside of residential neighborhoods with on-site services or proximate access to services.

Members of the Ad Hoc Group expressed **mixed support** for this strategy but were generally **open to further exploration**. Some of the concerns or conditions for support included:

- *"Can't endorse completely if they are low barrier shelters."*
- *"Worthy of more discussion."*
- *"I'm not prepared to support without community input. At this time I am a hard no."*
- *"Need to continue to explore the need ... for shelters. Boots on the ground say that they are under-utilized, so I am not convinced that is what we need."*
- *"This is a huge conversation for all of us to have, maybe there is a way to do this that would be supportive."*

Background

The only shelter model in south Placer is nomadic, meaning it moves from location to location. Yet, the highest concentration of unsheltered individuals occurs in south Placer zip codes. A new emergency shelter in this area would place temporary housing closer to

⁴ Some of these strategies (rental assistance, eviction prevention, counseling) are well underway, yet sheltering in particular is an important backstop to prevent folks from ending up on the streets.

where the majority of homeless people are currently located. It could be established with the same operational parameters as the mid-Placer shelter, or it could include more expansive inclusion criteria consistent with a lower barrier shelter. The following paragraphs describe the low-barrier approach to emergency shelter.

Cities of all sizes throughout the country regularly turn away homeless individuals and families from emergency shelter beds because of requirements or rules of shelters that determine who can enter. These barriers can operate to keep cause unsheltered people to remain on the street.

Eligibility Criteria that people must meet to receive shelter can include:

- sobriety (on-site breathalyzers and drug screens);
- strict curfews;
- admission dependent on chapel or class attendance;
- mandatory program participation;
- background checks;
- income requirements and verification;
- criminal records;
- credit checks; and
- required labor participation.

Remaining on the streets leaves homeless people at increased risk of exposure, violence and theft. Some communities have decided to implement low-barrier or “come as you are” shelters. Although many low-barrier shelters have different criteria to make shelter beds and services more accessible, some have chosen to create a shelter policy to prohibit the possession and use of drugs, alcohol and weapons in its facilities. There is often also an expectation that guests obey the law and behave in a manner that is respectful, non-threatening and not overly disruptive. For the most part, all rules are stripped down to health and safety considerations.

Benefits

Low-barrier shelters will allow people to gain access to safe housing who would otherwise remain on the streets or camping on public lands. People who have the highest needs can often lose shelter beds due to non-compliance issues. On a policy level, although not having a low barrier shelter isn’t non-compliant on its face, the existence of low-barrier beds may well allow the county to remain in compliance with the 2018 ruling in *Martin v. City of Boise* which prohibited law enforcement from criminalizing “behavior consistent with the eighth amendment when no sleeping space is practically available in any shelter.”

Concerns

Some argue that a low barrier shelter might not feel safe and welcoming to those who are in recovery. Additionally, it may be harder to enforce expectations around respectful behavior, especially actions that result in violence or theft. It might be challenging to re-train staff to

have a shared understanding about which behaviors are a safety issue and which behaviors are a behavior management issue. Finally, low barrier shelters may experience community resistance due to perceptions of lack of safety, particularly if they allow 24/7 access to enter and exit the premises.

Potential Funding opportunities

- Emergency Solutions Grant (HUD)
- <https://www.bezosdayonefund.org/day1familiesfund>

1B. Renew conditional use permit for North Auburn emergency shelter.

Members of the Ad Hoc Group were **largely in favor** of this strategy, with many deferring to the North Auburn community for its approval. Some of the concerns or conditions for support included:

- *“Real problem in Auburn.”*
- *“[North] Auburn needs to weigh in, it would be challenging to move it somewhere else.”*
- *“Longest history of a campus that has addressed mental health, don’t want to see that go away...but not supportive of idea of consolidating everything.”*
- *“I want to take a close look at the criteria...at this point no problem with renewing it.”*

Background

The Gathering Inn-Mid Placer is a 100-bed emergency housing and services program located at the Placer County Government Center in North Auburn. The Mid Placer shelter accommodates Placer County residents 18 years or older, who must be clean and sober and have no history of sexual related crimes. It is monitored 24/7 by at least three staff at any given time. Four full-time Case Managers work with guests to identify and work through barriers to housing, such as the need for increased income or access to continued education. Case Managers provide follow-up support for up to one year in an effort to reduce recidivism to homelessness.

Mid Placer provides basic needs such as a safe and secure campus, necessities such as clean clothing and bedding, shower facilities, and 3 meals per day. They also offer life skills courses, drug and alcohol recovery meetings, and additional groups intended to help individual development and support the move from homelessness to housing.

Benefits

The shelter’s current location is on County-owned property and is close to a number of County-sponsored services. It is also easier to continue the operations of a shelter that is already in operation than to begin an entirely new project. The existing emergency shelter

has been part of the collection of strategies that have combined to help Placer County maintain the lowest rate of unsheltered homelessness in California.

Concerns

A conditional use permit is needed because a homeless shelter is not a permitted use under the site's commercial zoning. Some community members have expressed concern about negative impacts to the neighborhoods, emphasizing the site's proximity to schools. Although many agree that the internal management of the Mid Placer shelter has improved over the last several years, the increase of people camping out around the Placer County Government Center in and around the beginning of the COVID-19 pandemic has resulted in a corresponding increase in community complaints, most notably that the government center feels unsafe and unsanitary.

1C. Explore Safe Park and/or Safe Camp locations

Members of the Ad Hoc Group were **largely opposed** to this strategy but some were **open to further exploration**. Some of the concerns or conditions for support included:

- “[Hard] no for me, but happy to bring to Council”
- “[I’m] not in support of this at all”

Background

The first Safe Parking pilot was launched in Santa Barbara in 2004, when a counseling center partnered with city officials and faith leaders to open up parking lots each night for homeless families living out in their vehicles and to connect them to a continuum of care and housing. In the past, some safe parking lots that were too large or poorly run did not have positive outcomes. However, as expertise grew, safe parking lots have been successful, especially when specific protocols are followed (as to number of vehicles, security, neighborhood engagement, etc.). Safe Parking Programs utilize existing public or privately owned parking infrastructure to provide vehicle residents with a safe, reliable, and legal place to park. Lots can be for RVs, exclude RVs, or include both RVs and other vehicles. Some safe parking lots are very large and others are quite small (less than 10 vehicles). Over time, providers have learned that smaller lots with case management and security are more optimal than other choices.

In Santa Barbara, a driver's license, vehicle registration, and vehicle insurance are required to enroll in the shelter component of the program. In addition, they also offer rapid rehousing services and other housing assistance services to community members through the program, having transitioned nearly 1,000 program participants into permanent housing since 2004. They operate the Safe Parking Program in cooperation with numerous local churches, governmental and nonprofit agencies, and businesses, and their program has served as a model for dozens of communities throughout the country. They have created a Safe Parking Program Manual that is a guide created for other communities seeking to begin their own program to assist the vehicular homeless. The manual outlines best practices, challenges, tips, and “pearls of wisdom.” There is also an extensive three-day training program.

Another Safe Park Program in Boulder, CO identified the following best practices:

- Robust community engagement;
- Location in a parking lot of a faith-based venue with nonprofit management;
- Safe parking for about eight to ten (8-10) vehicles;
- Transitional housing plan for each person with case management ;
- Onsite security;
- No RV's (for this pilot);
- Cost free for parking participants;
- Specific minimum amenities;
- Anticipated outcome of at least 75% residents achieving stabilized housing within two years;
- Focus on particular population of unhoused individuals (with vehicles) that currently aren't eligible, aren't able to reside in shelters, or don't fare well in shelters – i.e. older adults, couples, small families, single parents, people with specific medical conditions that make group situations difficult, or people with support animals;
- Complements Housing First strategies

Benefits

A person's vehicle can represent a personal refuge: the last remaining link to a sense of privacy, stability, and personal autonomy. Adequate shelters are also commonly inaccessible to vehicle residents because there is no place to leave the vehicle. For many, their vehicle is their home. Unfortunately, many parking restrictions effectively banish vehicle residents from parking in many locations. Often, vehicle residents are unable to pay for citations, which then evolve into criminal infractions. Other laws commonly allow for the impoundment of a vehicular home, forcing vehicle residents to endure even greater trauma on the street. And, contrary to the beliefs of critics, there is no data to suggest that safe parking incentivizes homelessness. Rather, safe parking catches individuals using vehicles before they slip into abject homelessness. In fact, data indicates a high rate of safe parking participants transitioning into stable housing with a rate of 65-70% that may be higher than most shelter rates.⁵

Other potential positive impacts of a Safe Park include the following:

- Can reduce fire hazards and poor water quality conditions.
- Unsafe structures, open flames, and the proliferation of trash can be regulated.
- Protects parks and greenspaces from improper use
- Provides monitored area for people who cannot/will not access shelter and/or will not abandon vehicles
- Protects neighborhoods with limited parking

⁵ <https://bouldercolorado.gov/media/4171/download?inline>

- Provides a new shelter model without any financial commitment from City/County
- Makes visible a previously invisible population and connects them with services
- Increases the safety of parking lot participants and neighborhoods
- Increases opportunity for successful transition to affordable housing because people are able to get a good night's sleep and maintain personal hygiene vital to successful employment
- Demonstrates solid success in transitioning unhoused individuals into permanent housing with case management/supportive services. Safe parking program provides connecting links to available services.
- Provides a gap service that complements a Housing First approach with no additional City financial commitment.

Concerns

In locations that already have initiated Safe Park Programs, opponents often report that safety is their primary concern. The biggest bone of contention is background checks, as critics argue that all participants should be subject to criminal background checks before they can join in the safe lot program as anything less would jeopardize the safety of nearby residents. Neighboring residents aren't worried about whether the person has a record of misdemeanors or property crimes; they are primarily interested in knowing whether the participant is a violent felon or a sex offender. Communities also frequently voice worries about operational challenges, as comprehensive background checks could potentially be expensive and time-consuming to conduct. Other critics claim that it's not the people admitted into the Safe Parking Program who concern them; it's those who are turned away and end up making neighborhood streets their home.

Crisis Response

Making the experience of homelessness as BRIEF as possible through culturally specific programs and services that create pathways out of homelessness and into permanent housing.

2A. Expand partnerships between law enforcement and social services for outreach and response

Members of the Ad Hoc Group were **highly supportive of** this strategy, pointing to its current success. Some of the voices of support included:

- *"Biggest success story; should be the cornerstone of any solution set"*
- *"Yes Yes Yes"*
- *"Yes, we need to be talking more about this, devoting more resources here"*
- *"Whole reason I am on the call"*

- *“We all think that’s our best option”*
- *“A model for success that a Strategy should be built on”*

Background

In Placer County, the Homeless Liaison Team is coordinated by the Placer County Sheriff's Office, Probation, and Health & Human Services. The Team is assigned to different areas throughout the County, where they work with HHS and The Gathering Inn to help find shelter and provide resources for the homeless. The City of Roseville Police Dept. Social Services Unit (SSU) also works with a Social Worker to locate and secure services available to homeless individuals, including identifying shelters to provide services and referrals to identify mental health services and finding family connections to attempt reunification. Expansion of this partnership would provide more resources for mobile assessment and mobile services, such as the renovated bookmobile, that will also include a mobile court.

Benefits

A pre-arrest diversion program directs those arrested for low-level drug and other offenses away from prosecution and incarceration and toward intensive, trauma-informed case management and support, often including counseling, housing, and drug treatment. These types of programs provide law enforcement and other related agencies with an option outside of the formal criminal justice system in response to those dealing with substance abuse and mental health issues, homelessness, and extreme poverty. The presence of a trained practitioner or social worker can greatly increase the engagement outcomes in contrast to what is possible with law enforcement alone.

Concerns

Any additional programs would incur more costs, for both training and ongoing implementation. Additionally, much of the staff time spent in this popular model is not billable to health insurance and/or other state and federal funding sources that fund most behavioral health and social services. Inter-agency partnerships might also incur complications with respect to decision making authority and communications.

2B. Explore the potential of a Sobering Center (short-term respite and urgent care center for people experiencing intoxication or mental health crises) with appropriate services and support.

Members of the Ad Hoc Group expressed **cautious support** for this strategy and were **interested in further exploration**. Some of the concerns or conditions for support included:

- *“Need details. I’m not supportive without an immense amount of detail and public discussion”*
- *“Conditionally supportive depending on location, details, logistics”*

- *“Mixed feelings; [it’s] a good tool, but ... worried that ... it [might] become something that repeat offenders are using just to get through the night. But I do see the relief it provides to the emergency rooms.”*
- *“Worthy of a discussion; terrible burden on mental health and law enforcement. Big question about where to put it; a good place would be by a hospital.”*
- *“Sobering center is a very good law enforcement tool”*
- *“Certainly [would] be interested, don’t know enough*

Background

A sobering center is a short-term care facility that operates 24 hours a day, seven days a week, to allow individuals who are intoxicated and nonviolent to safely recover from the debilitating effects of alcohol or drugs. Sobering centers are designed to be short term, as they have lengths of stay ranging from four to just under 24 hours, which makes them separate and distinct from two other kinds of alcohol-related care facilities: detoxification centers, which support individuals in the gradual and complete cessation of alcohol consumption over a period of days, and sober living houses, which provide a group residential setting for those in recovery and abstinent from drugs and alcohol.

While at the sobering center, clients are monitored regularly for negative effects of intoxication, including alcohol poisoning and drug overdose. A primary goal of sobering centers is to help connect clients to other community services providing care for substance use, mental health, or stabilization. Sobering programs provide safe environments and critical access to a range of community health services for at-risk populations, while relieving pressure on both the emergency medical system and law enforcement by diverting rapidly growing numbers of intoxicated adults from emergency rooms and jail.

Benefits

The role of a sobering center in helping provide care for those with comorbid homelessness and substance use, therefore, cannot be overstated. Practical, onsite interventions to improve quality of life can include shower and hygiene facilities, clean clothing, delousing care and medication, laundry, food, and oral rehydration. Care coordination services may include peer navigation, case management, and referrals to shelter or housing.

Best Practices:

- A compassionate, streamlined service model which minimizes barriers such as paperwork, eligibility requirements, and complex intake processes.
- Around-the-clock staffing and services that allow sobering centers to provide an immediate response to individuals in crisis while facilitating timely communication with other service and referral partners.
- The ability to be flexible and pivot to meet the specific needs of individuals as well as the community at large has been cited as important for sobering centers.

Concerns

Sobering centers can bring up a worldview conflict surrounding the root cause of addiction, especially in regards to how to best care for a person who is publicly intoxicated or under the influence. Some argue that placement in a jail cell is a more appropriate response, as managing people under the influence of unknown substances takes a lot of resources and can be dangerous. Critics of Sobering Centers argue that they are places without financial or legal consequences which potentially enable problematic or illegal behavior. Others worry that most Sobering Center patients won't pursue additional help either from a treatment or rehabilitation program, resulting in costly expenditure without long-lasting results.

Potential Funding sources:

- Medi-Cal
- Proposition 47
- No Zip Code Left Behind
- Proposition 63 (the Mental Health Services Act)
- Edward Byrne Memorial Justice Assistance Grant

Source: <https://www.chcf.org/wp-content/uploads/2021/07/SoberingCentersExplainedInnovativeSolutionAcuteIntoxication.pdf>

Housing and Supportive Services

Making the experience of homelessness NON-RECURRING through permanent housing and by advocating for additional affordable housing opportunities.

3A. Explore the possibility of growing the amount of supportive interim housing by converting hotels/motels into interim housing informed by siting criteria.

Members of the Ad Hoc Group were **mostly in favor of** this strategy and were **open to further exploration**. Some of the comments shared were:

- *“Conditionally supportive”*
- *“I have lots of concern...this makes people complacent with where they are. I want to see more permanent housing; part of that is getting with corporate partners, helping people with career advancement, helping them get the financial stability to be able to maintain that”*
- *“... if you have a hotel that is capable -- not an operating hotel, but one that can be converted -- that sounds like something that can work. If you can put [it] to use, why not?”*
- *“I think we should look at the direction we have chosen to go with our youth as an example. We have chosen to move away from transitional housing of foster youth in favor of immediate placement which is extremely effective.”*

- *“Feels like a backdoor approval process. If we were going to come forward with a new construction project in our community, [that] would be a broad conversation. [It’s a] Land use issue.”*

Background

Though it takes many forms, transitional housing or supportive interim housing broadly refers to temporary housing for different segments of the homeless population or those experiencing a crisis. Certain types of transitional housing might focus on different populations, such as those experiencing domestic violence, mental health challenges, suffering from drug addiction, or experiencing temporary homelessness. Transitional housing intends to equip people with the tools, structure, and support they need to re-enter permanent housing and be successful in their futures.

While specific lengths of stays at transitional housing facilities vary, they are intended to be temporary solutions that can help people transition from homelessness or another crisis into permanent housing. Lengths of stays at transitional housing facilities range from a couple of weeks to a few years.

Currently, Project Homekey provides an opportunity for state, regional, and local public entities to develop a broad range of transitional/interim and/or permanent housing types, including but not limited to hotels, motels, hostels, single- family homes and multifamily apartments, adult residential facilities, and manufactured housing, and converting commercial properties and other existing buildings.

Benefits

Transitional housing is intended to bridge the gap from a crisis — such as abuse or homelessness — into permanent housing. Typically, transitional housing is more private than other emergency homeless shelters. Transitional housing’s goal is to offer a safe space in which people can process their trauma, work on the issues that led to their homelessness, and build a supportive network that will help them in the future.

Project Homekey is an innovative way to repurpose existing buildings and expand the supply of affordable housing needed to bring people indoors and provide the necessary services to help solve their homelessness. A key benefit of this program is that it doesn’t require building entirely new facilities. An additional positive aspect of this strategy is that there is ample state and federal funding available to support it.

Concerns

One key concern is that the funding is not guaranteed. The county will have to apply for the funding. The Project Homekey Round 2 Notice of Funding Availability (NOFA) was released on September 9, 2021, and the Project Homekey Round 2 Application was made available in late September 2021. Completed applications will be accepted on a rolling basis until funds are exhausted or May 2, 2022, whichever comes first. Additional concerns are community resistance to the siting of the interim housing location.

3B. Resume focus on additional permanent supportive and/or affordable housing and distribute across the region.

Members of the Ad Hoc Group expressed **mixed support** for this strategy but were generally **open to further exploration**. Some of the concerns or conditions for support included:

- *“One of those ideal items to take to the community, test their perception and provide data: PSH has been around for 20 years, and folks have never known about it.”*
- *“Red flag about how things have happened in the past...don’t want to move outsiders into the area.”*
- *“Nobody wants the housing in their neighborhood.”*
- *“If we put PSH in a jurisdiction, [the] county needs to work with them”*
- *“Need to figure out exactly what we are talking about; don’t want increased calls for service.”*
- *“I have hesitation...I really want my full Council and community discussion and input around. I think the answer is ‘it depends.’*
- *“I remain focused on transitioning people to income-restricted apartment units, integrated into the community, living with their neighbors in apartment complexes... [There is a] big effort to expand units, [with] more coming. With affordable housing we need all hands on deck. Everybody to come to the table to talk about the fees that we are putting on affordable housing, if we want to create more, if that is the best result for folks, we need to have a discussion that every entity that is putting a fee on an apartment, do what we can to make them more affordable.”*
- *“Concern about a one-house approach to PSH, making issues in the neighborhood.”*
- *“Have heard ... about issues with PSH; would be supportive with more strict criteria, keep[ing] facilities out of urban neighborhoods., [PSH is] best suited for rural.”*
- *“The word development always means rebuild. Does this mean purchase homes and put folks in them, or does it mean that we will construct new? Concerned that folks in rural areas are disconnected from services.”*

Background

Of those currently staying in an emergency shelter, about 50% are ready for a housing option immediately. On any given day there are between 125 to 150 people in an emergency shelter, meaning between 63 and 75 are ready for an immediate housing option. Of those who are unsheltered, about 25% are ready for a housing option. During the 2021 homeless count, 328 people were designated as unsheltered, meaning about 80 would be ready for a non-shared permanent supportive housing option. A successful Homekey award should put a sizable dent in this number.

Currently Placer County has scattered Permanent Supportive Housing (PSH) and affordable housing sites which has been successfully maintained for 20 years. No permanent supportive housing (PSH) has been purchased in over a year. The community will need to resume such purchases or risk regressing on some of the outcomes identified through this process, such as maintaining the lowest rate of homelessness in Northern California. The question of where to locate any new housing sites remains one of the biggest questions to answer, although it appears that there is the highest level of support for placing any new PSH out of residential neighborhoods (either in rural areas or near homeless resources).

Placer County, similar to the state as a whole, has had an ongoing affordable housing shortage. Nearly 40% of all households are housing cost burdened in unincorporated Placer County. Permanent Supportive Housing (PSH) clients can make use of a voucher to subsidize their housing. Typically, residents must pay between 30 and 50% of their income and/or must qualify for a voucher or subsidy either through: mental health status, disability, income level, and/or involvement in a program that offers vouchers based on veteran status, family status/income, etc.

In 2020-21, 246 people resided in permanent supportive housing units in 2020-21, a 6% increase over the previous fiscal year. Placer County Housing coordinators helped 53 people move into permanent supportive housing, a 12% decrease over the previous fiscal year. These declines were likely due to a combination of workforce challenges and reduced housing availability brought on by the eviction moratorium.

Benefits

In addition to reducing the bottleneck in the Continuum of Care in which people who are ready for housing are not able to find any vacancies, increasing the supply of permanent supportive and affordable housing may prevent Placer County from facing harsher penalties from the State's new policies aimed at cities who fail to meet their development targets.

Concerns

Housing developments are costly, both in time and financial resources. There are additional potential barriers in terms of prohibitive zoning regulations and community opposition, especially the permanent supportive housing is sited in residential neighborhoods and includes single men rather than families.

3C. Adopt Placer County regional housing siting criteria and apply them consistently.

Members of the Ad Hoc Group were **largely in favor** of this strategy. Some of the comments shared included:

- *“Should be guidelines, not going to support giving away any land use authority but a good set of guidelines, yes.”*

- *“Make sure it is Placer County, not just ‘regional.’ In conversations with staff, this would be beneficial.”*
- *“Should be a guide, not any kind of mandate so that they have the ability to take them as a factor, not viewed as a dictate.”*
- *“When you talk about regional housing siting criteria, we have different regions: huge, rural parts compared to more metropolitan areas, [with] very different needs.”*
- *“Can be really difficult regionally: if you look at South vs Eastern, structure is really different. [This] becomes increasingly difficult when you are talking about towns that are commuter-based.”*

Background

Opposition to housing developments tends to revolve around similar arguments including increased crime, decreased property values, greater infrastructure strain and compromising the character of the neighborhood. When there is a perception that proponents of a housing project are dismissive of concerns or withholding information, this can intensify opposition and create feelings of mistrust. Therefore, it is important for projects to listen and be responsive to community concerns. One of the key ways that Placer County can address potential concerns with respect to housing projects is to adopt regionally consistent housing siting criteria and share those criteria with residents and community members.

Benefits

Local opposition to the siting of homeless housing and services often creates costly obstacles to the provision of more housing and services for homeless people. It is important to adopt a regionally consistent approach to the development of housing siting criteria to foster community acceptance, allowing developers/sponsors of homeless and housing services to obtain funding and land-use approvals with fewer delays and reduced development costs. The regionally consistent criteria must respond to the legitimate concerns of the local community, while supporting the needs of both current and prospective residents. If each city uses different criteria, it will create challenges in the framing and implementation of an effective regional communications strategy.

Concerns

Each city in the county, regardless of how close in location, has a unique culture with particular needs, and there is a potential that the emphasis on regional coordination will not allow for the nuance necessary for each jurisdictional context. Care will need to be taken to make sure that cities do not feel that their autonomy and responsibility to advocate for their own residents is threatened or overlooked in the efforts to create a shared regional approach.

3D. Explore creative solutions for point-to-point transportation.

Members of the Ad Hoc Group expressed **mixed support** for this strategy but were generally **open to further exploration**. Some of the concerns or conditions for support included:

- *“This is a bit of reinventing the wheel in terms of transit., We already have Dial-a-Ride”*
- *“Might be financially ineffective to provide those resources. Post-Covid we are looking at a different reality around community...Do we have the resources? Are we allowing people to be financially autonomous, or creating more dependence?”*
- *“If you were going to have a system, is the funding sustainable, from year to year?”*
- *“If we aren’t doing [housing] next to services then [transportation] is very important.”*
- *“We have to put housing where there is transportation. Let’s invest in our public transit.”*
- *“There are the innovative solutions that Placer County Transportation Agency is working on. Let’s build on what is out there.”*
- *“PCTA is working on this, [and] we are running buses. Is it better to buy people Uber cards? PCTA can put together programs to address this but will need more funding in order to do this.”*

Background

Some of the unhoused people in Placer County have reported that it can take up to an entire day to travel to and from appointments or to the grocery store, due to transportation limitations. Point to Point transportation would allow more flexibility in siting new housing locations while still guaranteeing people can access necessary goods and services. Existing programs in other cities provide clients rides to places such as medical appointments, labs, pharmacies, the DMV, the post office and other locations.

Benefits

Mobility gives people independence. Point to point transportation is particularly helpful for those individuals who are physically or cognitively unable to ride public transportation. Additionally, these types of programs make sure that even those who are isolated, don't have a vehicle or can't access a computer can still get their needs met.

Concerns

The biggest issue with this type of program is the cost and coordination of operations. There is also concern that it would be redundant to provide this kind of service, and it might be better to support the public transit that already exists rather than starting new programs.\

System Integration and Coordination

Promote and sustain a sense of shared responsibility and clarity of roles.

4A. Evaluate and strengthen Coordinated Entry/211.

The Ad Hoc Group did not discuss this strategy yet did not express reservations in prior meetings.

Background

The Coordinated Entry System (CES) is an assessment process designed to quickly identify, assess, refer, and connect people in crisis to housing and assistance no matter where they initially ask for help. It is a shared tool that is used by homeless programs working collaboratively within a community to match people experiencing homelessness to the most appropriate housing and services. The U.S. Department of Housing and Urban Development requires all projects funded under Continuums of Care (CoC) to utilize CES. CES integrates Housing First, Harm Reduction, and Trauma Informed Care approaches into its housing and supportive services. In Placer County, the Homeless Management Information System provides a coordinated platform for multiple agencies to assess and serve unhoused people.

Benefits

CES is meant to help people move through the system faster by reducing the amount of time they spend moving from one program to another before finding the right match. It can also reduce homelessness by offering prevention and diversion services upfront when that is the most appropriate solution, rather than entering the homelessness system. Like all programs, Placer County's Coordinated Entry program would benefit from periodic process and outcome evaluation in order to make continuous modifications and improvements.

Concerns

One substantial concern is the lack of clarity of who should take on the evaluation of the CES, as well as questions around where additional funding to undertake the process will be sourced.

4B. Implement regionally-compatible ordinances and law enforcement practices.

The Ad Hoc Group did not discuss this strategy but expressed support in prior meetings.

Background

There are different approaches to defining and enforcing camping and sit/lie/sleep ordinances across the region. These differences can create a situation in which unhoused individuals will gravitate to the community with the most lenient restrictions. The recent *Martin v. Boise* legislation created some judicial opinion about the legality of no-camping ordinances; but it also left many questions unanswered.

Benefits

Having a consistent, or at least coordinated, approach to these no-camping ordinances will allow Placer County to respond uniformly to the parameters of the *Martin v. Boise* decision. It will also make sure that each city is better able to leverage their existing resources in partnership with neighboring cities.

Concerns

Similar to the conversation around a regional approach to adopting housing siting criteria, each city in the county, regardless of how close in location, has a unique culture with particular needs and there is a potential that the emphasis on regional coordination will not allow for the nuance necessary for each jurisdictional context. Care will need to be taken to make sure that cities do not feel that their autonomy and responsibility to advocate for their own residents is threatened or overlooked in the efforts to create a shared regional approach.

4C. Designate an interjurisdictional task force to provide stewardship of, and advocacy for, the Strategic Action Plan.

The Ad Hoc Group did not discuss this strategy yet did not express reservations to it in prior meetings.

Background

A plan is only good if it is successfully implemented. After a path forward is agreed upon, the stakeholders must also delegate the implementation roles responsibilities for each component of the strategic action items.

Benefits

Everyone will benefit if there is clarity and accountability with respect to making sure that the actions are followed through in a timely and efficient manner.

Concerns

The follow through on the plan will take additional time and resources, both for ongoing meetings and for potential new roles or added workloads for existing positions. There is also concern that the people tasked with moving the plan forward might not have the authorizing authority or funding access needed to make key decisions, especially with mandates that exist across different jurisdictions and dependent on multiple funding sources.

Community Engagement

Increase public awareness, understanding and support regarding homelessness and the response strategies.

5A. Create regionally-coordinated, public information around homelessness.

Members of the Ad Hoc Group were **largely in favor** of this strategy. Some of the comments shared included:

- *“I see {5A} as public awareness campaign about what the counties and cities are doing to help those who are unhoused, and sharing what the public can do to help/not help. I’m often asked “what’s the city doing about homelessness?” The fact is a lot—but we don’t share that enough. Also, if people want to help support our non-profits who are skilled at helping vs. giving to panhandlers”*
- *“I appreciate the attempt to work towards a unified message, but only as long as that message doesn’t feel predetermined.”*
- *“Suggestion to take recommendations off the list, and continue to make this a discussion guide, prior to getting any kind of expression of support from us.”*
- *“I think you’ll find most if not all of us supportive of using this document as a discussion guide for the public conversation.”*
- *“I think we are ready for public sharing, but we need to look at {community} participation as something that happens in tandem.”*

Background

How we talk about ending homelessness in our communities matters. But while researchers and practitioners have been developing significant evidence around what works programmatically and systemically, we often don’t employ the most effective ways to talk about the work in order to inform individuals and communities about our efforts. That means we need all our communication to clearly broadcast **why** we do what we do—to talk openly about how actions align with our proposed outcomes.

Additionally, the people we are trying to engage in this work need to see themselves in the stories in order for them to understand and connect with their own roles. Stories need to be told about what ending homelessness has meant to landlords, small business owners, and police officers, along with the many other champions and potential champions in our communities. Most people don’t understand how a variety of federal, state, and local policies affect housing stability and homelessness. As a result, some may overestimate the connection between individual choices and homelessness or that there is nothing public agencies can do to prevent and end homelessness. In order to inform the community, regional stakeholders should develop a unified communications so that we can be sure that everyone has access to the same information and facts.

Benefits

To build momentum for change, it is necessary to connect all the dots of how our policy decisions affect individuals in ways that might push them into homelessness or make it difficult for them to exit homelessness. And we need to describe what would happen if those policy decisions changed. For example, when growing communities create new jobs, but housing development fails to keep up with the demand, lower-wage workers and retirees get priced out of the market, often with no place to go. For our neighborhoods to be vibrant, prosperous places where all people can thrive, we must make sure that local land use policies allow the supply of housing to keep up with demand. This intentional, collective approach can respond to community concerns or hone our strategic actions.

Concerns

An overly slick or uncomplicated public relations campaign can have the opposite effect of that which was intended, leading community members to feel insulted, ignored or manipulated. It is important that all communications remain honest and straightforward while resisting the temptation to simplify the issue or gloss over any controversial points. An additional concern might be that each city will want to have their own communication style and approach.

IV. Next Steps

With this report's discussion of the benefits and concerns related to these potential desired outcomes and strategies – the first phase of the planning process draws to a close. In the next several months, many of the stakeholders who have been involved will be invited to continue their participation, as we translate the strategies into specific initiatives. In addition, there will be a broader community dialogue, including presentations to the decision-making bodies in each of the jurisdictions, as well gathering input from residents and businesses across the region. And throughout this process, there will continue to be opportunities to get feedback on the plan from people who are currently or previously served by our continuum of care.

Ultimately, the Placer Regional Homelessness Action Plan will identify those strategies and actions that can be pursued in the near-term, including who will be engaged in their implementation, where the funding will come from and in what timeframe there can be measurable progress. It is hoped that all of this will be guided by a shared vision, operating principles, mutually desired outcomes and a commitment to working together to achieve those outcomes.

Communities across the U.S. are struggling with how to address the multi-faceted issues that contribute to homelessness; and Placer shares many of those struggles. But the region also has a robust and vital network of social services, health care and law enforcement programs to meet these challenges. And there are significant and time-sensitive funding programs to support many of the strategies. Clearly, this is a time of great need and great opportunity. In pursuing a strategic Action Plan, Placer will be positioned to strengthen its homelessness response and make a difference in the lives of many mid- and south-Placer residents.

V. Appendices

Appendix A: Rosters of Stakeholder Groups Convened in Phase One of the Regional Homelessness Action Plan Process

Appendix B: Summary of Existing Conditions

Appendix C: Preliminary Mapping of Homelessness Services and Resources

Appendix D: Preliminary Mapping of Housing Locations Near Priority Amenities

Appendix A: Rosters of Stakeholder Groups Convened in Phase One of the Regional Homelessness Action Plan Process

Steering Group Members

Bekki Riggan, Deputy Executive Officer
County of Placer
BRiggan@placer.ca.gov

Raúl Martínez, Assistant Director, Health and Human Services
County of Placer
RMartinez@placer.ca.gov

Dr. Robert Oldham, Director of Health and Human Services, Interim Health Officer,
Chief Psychiatrist
County of Placer
Roldham@placer.ca.gov

Aly Zimmermann, City Manager
City of Rocklin
alyz@rocklin.ca.us | www.rocklin.ca.us

Dion Louthan, Assistant City Manager
City of Roseville
dlouthan@roseville.ca.us

Scott Thurmond, Continuum of Care Coordinator
scott@thurmondconsultingllc.com

Kristine L. Mollenkopf, City Attorney
City of Lincoln
kristine.mollenkopf@lincolnca.gov

Mark Wolinski, Government Relations Administrator
City of Roseville
mwolinski@roseville.ca.us

Regional Working Group Members

<i>First Name</i>	<i>Last Name</i>	<i>Jurisdiction/Organization</i>	<i>Position</i>
Todd	Leopold	Placer County	County Executive Officer
Shayne	Wright	Placer Co Sheriff's Office	Captain
Robert	Oldham	Homeless Resource Council of the Sierras	Health and Human Services Director, Interim Health Officer, Chief Psychiatrist
Amy	Ellis	HRCS	HHS Adult System of Care Deputy Director
Scott	Thurmond	HRCS	Continuum of Care Coordinator
Suzanne	Acrell	HRCS	Housing Analyst
Aldo	Pineschi	Independent	Consultant
Ryan	Loofbourrow	Sutter Health	Government Affairs Manager
Brian	Heller de Leon	Kaiser Permanente	Public Affairs Director
Veronica	Blake	Placer Community Fndtn	Chief Executive Officer
Dion	Louthan	Roseville	Assistant City Manager
Mark	Wolinski	Roseville	Government Relations Administrator
Troy	Bergstrom	Roseville	Police Chief
Aly	Zimmermann	Rocklin	City Manager
Trent	Jewell	Rocklin	Police Captain
Kristine	Mollenkopf	Lincoln	City Attorney
Matt	Alves	Lincoln	Police Chief
John	Donlevy, Jr.	Auburn	City Manager
Ryan	Kinnan	Auburn	Police Chief
Sean	Rabé	Loomis	Town Manager
Wes	Heathcock	Colfax	City Manager
Bekki	Riggan	Placer County	Deputy County Executive Officer
Raúl	Martínez	Placer County	Health and Human Services Assistant Director

Ad Hoc Group Members

<i>First Name</i>	<i>Last Name</i>	<i>Jurisdiction/ Organization</i>	<i>Position</i>
Bonnie	Gore	Placer County	Supervisor
Jim	Holmes	Placer County	Supervisor
Morgan	Gire	Placer County	District Attorney
Krista	Bernasconi	Roseville	Mayor
Bruce	Houdeshelt	Roseville	Vice Mayor
Jill	Gayaldo	Rocklin	Mayor
Bill	Halldin	Rocklin	Vice Mayor
Alyssa	Silhi	Lincoln	Mayor
Paul	Joiner	Lincoln	Council Member
Matt	Spokely	Auburn	Mayor
Daniel	Berlant	Auburn	Council Member
Jennifer	Knisley	Loomis	Mayor Pro Tempore
Danny	Cartwright	Loomis	Council Member
Marnie	Mendoza	Colfax	Council Member
Trinity	Burruss	Colfax	Mayor Pro Tem

Appendix B: Summary of Existing Conditions

In the first two months of the planning process, the project team conducted a review of the current system of services and resources in the mid- and south-Placer region, along with a survey of best practices with respect to homelessness response around California and the nation. The results of those studies were presented in the Existing Conditions Report (MIG, September 2021, available upon request). The following is an executive summary of that report.

A Snapshot of Homelessness in Placer County

Based on the latest data (2020), Placer County experiences the lowest rate of homelessness in northern California, the fourth-lowest rate of homelessness in the state, and the lowest rate of unsheltered homeless in the state. Since the report prepared by Dr. Robert Marbut in 2015⁶ that documented his study of homelessness in Placer County, the region has increased its capacity of beds and services, which has helped bring down the chronic rate of homelessness.

At the same time homelessness and blight have become more visible due to a variety of factors including the COVID pandemic, which has created a number of issues from economic stress to health concerns. There have been strains on our shelters as currently configured, and recent court rulings have established the right to camp when insufficient bed options are available. Additionally, there are a small group of individuals who decline services and who regularly use resources in our criminal justice and healthcare system.

Key pieces of supportive data include:

From the Roseville Point in Time survey 2020

- **73%** lived in Placer County for over a year before becoming homeless

From the most current HMIS⁷ data (July 1, 2020 to June 30, 2021)

- **1,168 individuals** actively homeless
- **29.3%** were experiencing chronic homelessness⁸
- **70.7%** were experiencing non-chronic homelessness.
- Of the total, **590 or 51%** of those actively homeless reported having a disability.
- **78** people were returning to homelessness from permanent supportive housing⁹.

⁶ 'Homeless Needs Assessment and Action Plan for Placer County' by Marbut Consulting: Robert G. Marbut Jr., Ph.D. and Shaun Lee, MSW, MBA, March 30, 2015

⁷ A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.

⁸ Chronic Homelessness is defined as having a disability and living in a shelter, safe haven, or place not meant for human habitation for twelve continuous months or for four separate occasions in the last three years.

⁹ Permanent supportive housing is an intervention that combines affordable housing assistance with voluntary support services to address the needs of chronically homeless people.

- **223** people had reconnected with HMIS after a period of being inactive or non-responsive to services.
- **446** individuals were housed into permanent supportive housing or a permanent destination.

The distribution of permanent supportive housing units across Placer County shows a higher concentration in Roseville and Auburn. Currently, the inventory of Placer County beds spans the spectrum from emergency housing to long-term permanent housing.

Best Practices and Current Services in Placer County

The “best practice” model for identifying effective approaches has proven successful through rigorous scientific research in other fields and can be adapted and applied to the context of addressing homelessness. The full report includes a brief overview of the current best practice strategies currently being used to address homelessness, as well as appendix with an inventory of Existing Efforts in Placer County.

Issues and Opportunities

This project examined and assessed the County’s status of homelessness response in five impact categories and developed an initial list of issues and potential opportunities within each, with the issues more briefly summarized here:

Prevention: Addressing the factors and root causes that lead to homelessness, including domestic violence, job loss/unemployment, foster care emancipation, health crises, substance abuse/addiction or other behavioral health challenges.

There are many resources that seek to prevent individuals and families from losing their homes -- financial assistance, job training and placement programs, family support and social services, including drug treatment and mental health counseling. With the COVID-19 pandemic disrupting the economy more individuals and families found themselves in financial hardship, even with extended unemployment benefits, direct payments and moratorium on housing evictions.

Crisis Response (including outreach, engagement, intake, assessment and referral):

Meeting people where they are and assessing their needs; identifying and connecting to appropriate resources and systems. Law enforcement personnel often have the most contact with the chronically homeless population, providing an important point of contact for the latest information and referral. It is of critical importance that there are enough points of contact with unhoused individuals and that personnel are trained and equipped for interfacing with these individuals, including having access to the services and supports available to meet their needs.

Housing and Supportive Services: Providing shelter and housing -- from emergency shelter to transitional to permanent supportive housing -- and services to stabilize and support (i.e.,

recovery, mental health, medical, job training, food and clothing, financial assistance, case management).

In our interviews with shelter residents, they noted that the chronic issues of mental health and substance abuse are key factors that prevented individuals from sustaining shelter and the means for supporting themselves. Among those interviewed were law enforcement personnel, including some who expressed frustration with homeless people who they report as unmotivated to change their situation. Some believe that the incentives (or the system) may not always encourage chronically homeless individuals to make use of shelter or housing options. Interviewees agreed that those who have lifted themselves out of homelessness have had to be tireless self-advocates.

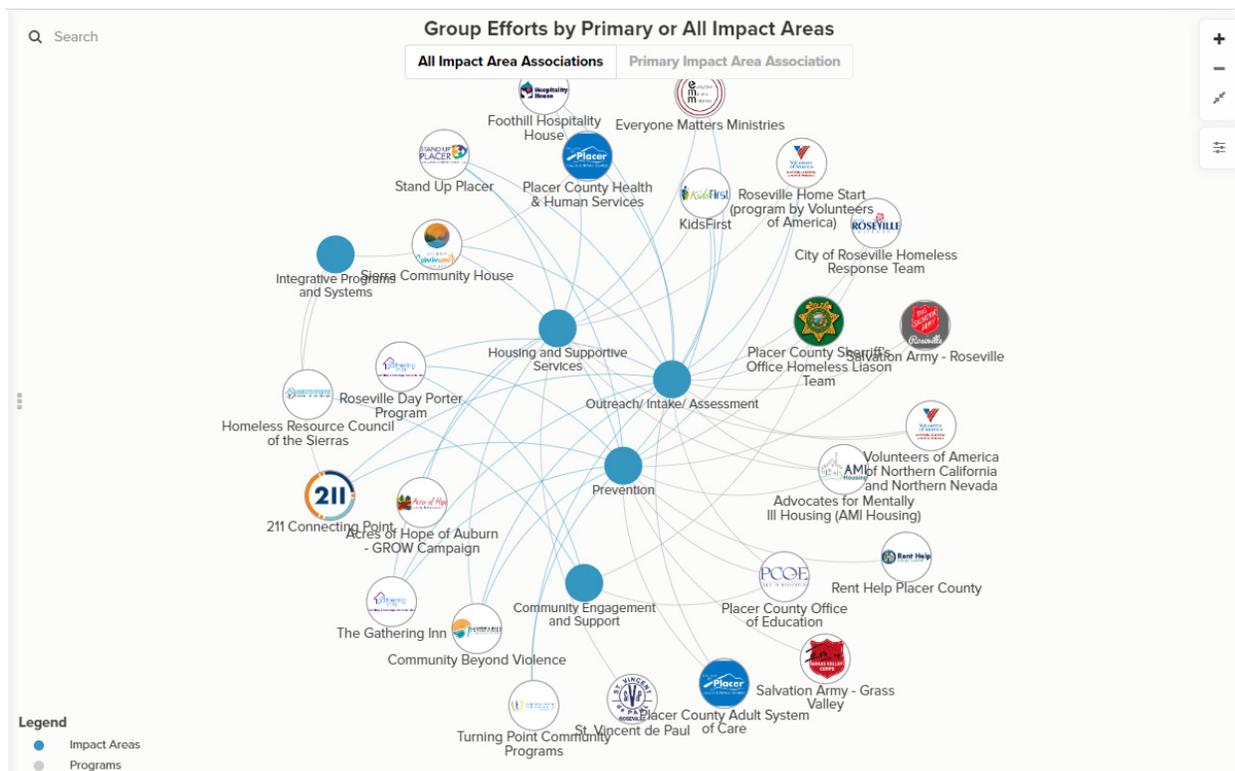
Integrative Programs and Systems: Knitting together the services, programs, and resources into a single system of support; sharing information to avoid duplication, increase impact, and leverage funding opportunities.

The Homeless Resource Council of the Sierras, as the U.S. Department of Housing and Urban Development (HUD)-designated Continuum of Care consortium for Nevada and Placer Counties, is charged with promoting regional coordination in homelessness services. They meet monthly and report on activities from the health and human services, education, and housing perspectives. There is an opportunity for enhancing coordination across the region by providing more visibility and more direct interface with decisionmakers and other partners.

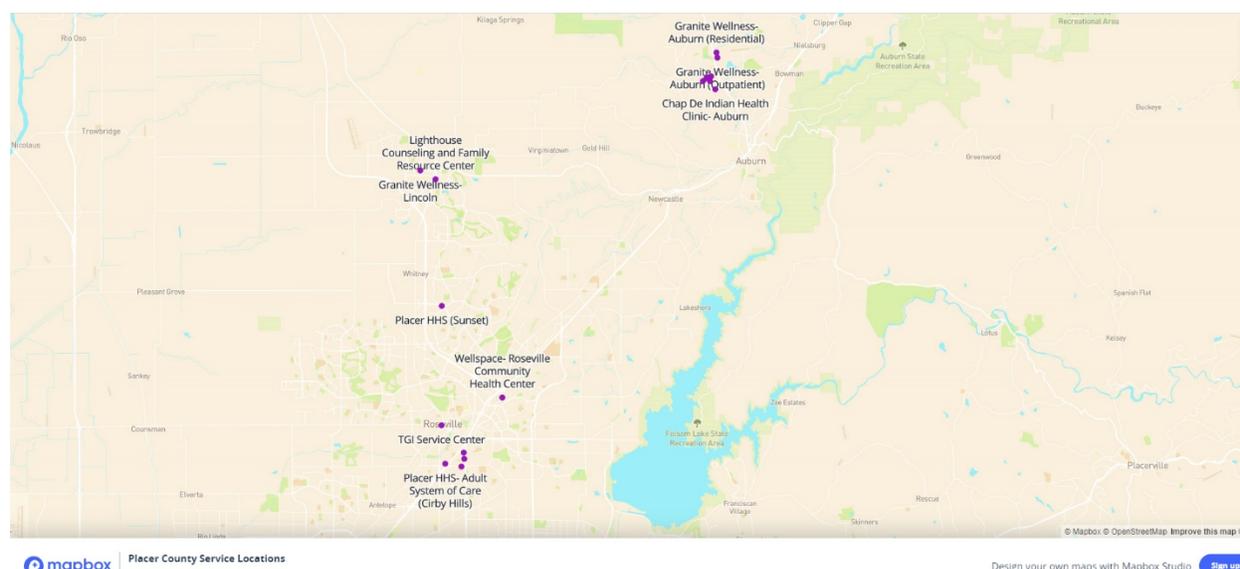
Community Engagement: Many Placer County residents are sympathetic to the homeless population, yet express concern about housing and service options that are located within residential neighborhoods. There have been some widely publicized examples of community resistance fueled by a perceived lack of transparency in siting homeless services and facilities. There is a need to increase engagement and education of landlords to prevent evictions and improve tenant-landlord relationships over time, as well as communication efforts that invite community members to engage on homelessness issues and solutions.

Appendix C: Preliminary Mapping of Homelessness Services and Resources

MIG created a database of local programs and resources connected to homelessness response and used that to populate a geolocation map and network map. These tools are dynamic and can be used to illustrate and support coordination and service referrals.

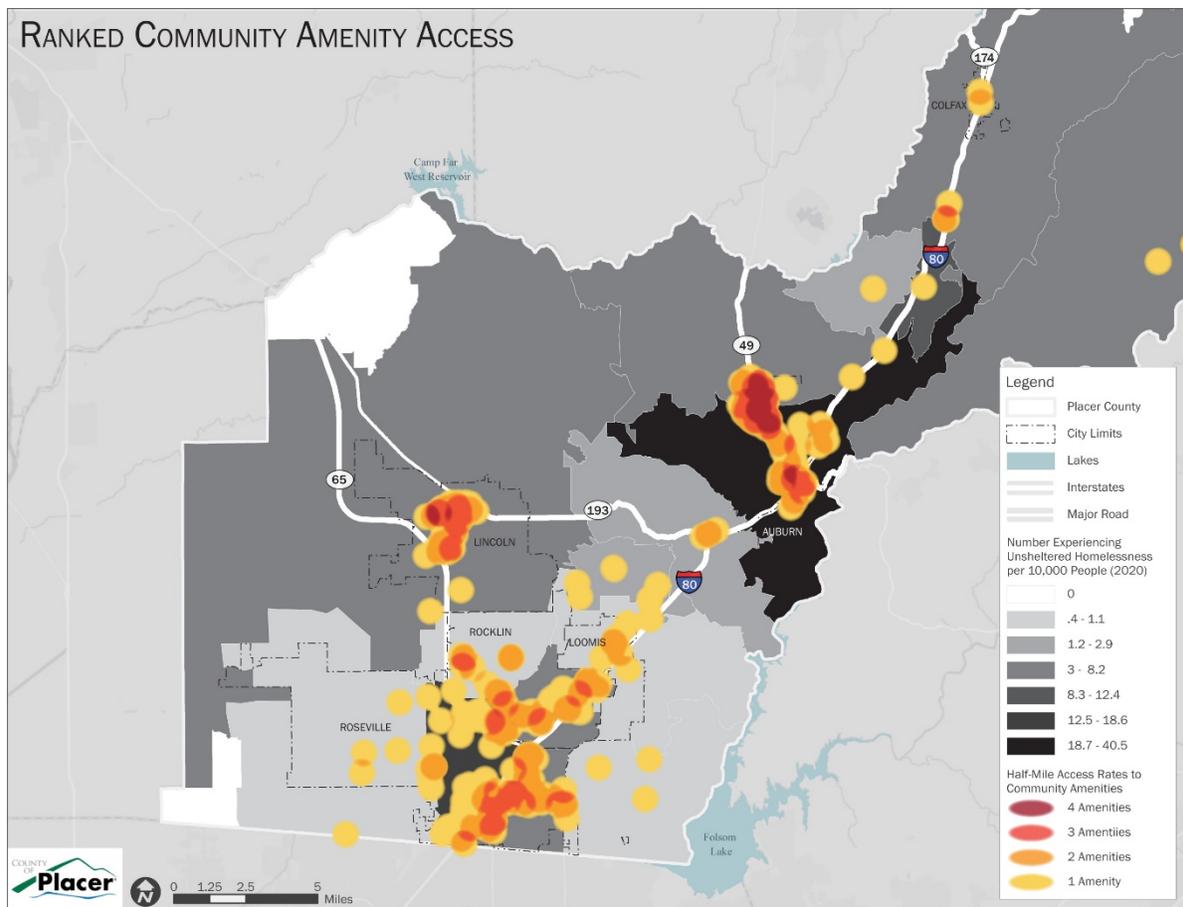


<https://kumu.io/MIG/placer-county-homelessness-solution#service-locations>



https://api.mapbox.com/styles/v1/migcom/ckvb4um1g0aip14pax2m0z9u5.html?title=view&access_token=pk.ejY1lj0ibWlnY29tliwiYSi6lmNruUlyc3MifQ.isgDkadcGHvdQKkSC1ohfQ&zoomwheel=true&fresh=true#10.58/38.8324/-121.1525

Appendix D: Preliminary Mapping of Housing Locations Near Priority Amenities



PLACER REGIONAL HOMELESSNESS ACTION PLAN JOINT MEETING NOTES

December 15, 2021 / 8:30 am – 10:30 am

Meeting Objectives:

- Provide concurrence on the vision, guiding principles and desired outcomes.
- Determine priority strategies to include in the Phase One Recommendations Report and forward to the next phase.

Ad Hoc Group Meeting Attendees:

First Name	Last Name	Jurisdiction/ Organization	Position
Bonnie	Gore	Placer County	Supervisor
Jim	Holmes	Placer County	Supervisor
Morgan	Gire	Placer County	District Attorney
Krista	Bernasconi	Roseville	Mayor
Bruce	Houdeshelt	Roseville	Vice Mayor
Jill	Gayaldo	Rocklin	Mayor
Bill	Halldin	Rocklin	Vice Mayor
Alyssa	Silhi	Lincoln	Mayor
Paul	Joiner	Lincoln	Council Member
Matt	Spokely	Auburn	Mayor
Daniel	Berlant	Auburn	Council Member
Jennifer	Knisley	Loomis	Mayor Pro Tempore
Danny	Cartwright	Loomis	Council Member
Marnie	Mendoza	Colfax	Mayor Pro Tem
Trinity	Burruss	Colfax	Mayor

Regional Working Group Meeting Attendees:

<i>First Name</i>	<i>Last Name</i>	<i>Jurisdiction/Organization</i>	<i>Position</i>
Todd	Leopold	Placer County	County Executive Officer
Shayne	Wright	Placer Co Sheriff's Office	Captain
Robert	Oldham	Homeless Resource Council of the Sierras	Health and Human Services Director, Interim Health Officer, Chief Psychiatrist
Amy	Ellis	HRCS	HHS Adult System of Care Deputy Director
Scott	Thurmond	HRCS	Continuum of Care Coordinator
Suzanne	Acrell	HRCS	Housing Analyst
Aldo	Pineschi	Independent	Consultant
Ryan	Loofbourrow	Sutter Health	Government Affairs Manager
Brian	Heller de Leon	Kaiser Permanente	Public Affairs Director
Veronica	Blake	Placer Community Fndtn	Chief Executive Officer
Dion	Louthan	Roseville	Assistant City Manager
Mark	Wolinski	Roseville	Government Relations Administrator
Troy	Bergstrom	Roseville	Police Chief
Aly	Zimmermann	Rocklin	City Manager
Trent	Jewell	Rocklin	Police Captain
Kristine	Mollenkopf	Lincoln	City Attorney
Matt	Alves	Lincoln	Police Chief
John	Donlevy, Jr.	Auburn	City Manager
Ryan	Kinnan	Auburn	Police Chief
Sean	Rabé	Loomis	Town Manager
Wes	Heathcock	Colfax	City Manager
Bekki	Riggan	Placer County	Deputy County Executive Officer
Raúl	Martínez	Placer County	Health and Human Services Assistant Director

A joint meeting of the Ad Hoc Group and Regional Working Group for the Placer Regional Homelessness Action Plan was held December 15, 2021, via Zoom. Carolyn Verheyen of MIG, Inc. (consultants) acted as the moderator for the meeting. The following is a summary of the items discussed.

I. Welcome / Objectives / Agenda Overview

Dr. Rob Oldham, Director of Placer County Health and Human Services, welcomed the group to this last meeting, noting the progress that has been made over the past couple of months in determining some important strategies for strengthening the regional response to homelessness. MIG then provided an update on the strategic planning process and gave an overview of the meeting objectives and agenda.

II. What We Have Heard

In the first segment of the morning, MIG Project Manager Lou Hexter reminded the group of what has been accomplished over the past five months and what has emerged as key issues and opportunities:

Planning Process to Date

- System review and inventory
- Best practices research
- Consultations with Continuum of Care, PLEA, individuals with lived experience, service providers, Office of Education, etc.
- Mapping of key amenities for housing location analysis
- Dialogue among key public agency staff and elected officials, including law enforcement
- Convening public safety and legal counsel across the region to coordinate response to the Martin v. Boise decision

Key Issues and Opportunities

- Cross-service teams are an effective means for bringing solutions to the people who need them.
- There is a need to focus on the chronically homeless and on those who refuse services; and there is a desire to focus on those with ties to Placer.
- The region would benefit from a coordinated response to law enforcement based on accountability with compassion.
- There is a need to expand the housing options – emergency, interim and permanent supportive, which will strengthen enforcement abilities. This includes providing options for people who are unable to meet entrance criteria at the current shelter site.
- To promote coordination in locating housing it would be useful to get cross-jurisdictional agreement on a set of guiding criteria.
- The development of the Homelessness Action Plan must involve conversations with residents and businesses – to provide information about the unhoused members of their communities and the programs, services and facilities that are in place, and how they operate – and to understand community concerns and goals.

III. Action Plan Framework

Next, as part of this final meeting, the project team brought back the foundational elements of the Action Plan and shared the most recent iteration of these. The project team noted that they would consider any support to be conditional at this point, depending on details to be worked out in Phase Two. The purpose is to provide a starting place rather than go to decision-makers and the public with a blank slate.

Members of the Regional Working Group presented the Vision Statement, Guiding Principles and Desired Outcomes, and the Ad Hoc Group was asked to indicate their support of these elements as a package. In general, the Group found the desired outcomes to be largely acceptable, while recognizing they may evolve over time as new strategies emerge and others fall away. The Group was not ready to endorse a vision statement or set of principles, preferring to table these until after the next phase.

Some of the comments shared by members included:

- This hasn't formally been brought before the ... City Council. I am hesitant to provide definitive support until then.
- Why wouldn't we say we connect everyone to resources they are entitled to - not just veterans?
- It is our hope that after this meeting we will have a better understanding of issues and bring them to the BOS in January for discussion. It is important for us to hear from the city representatives about their thoughts and concern.
- A. We work to prevent the behaviors and environments that can lead to homelessness.
- D. Concerned with "building" and "safety" and "order."
- E. Too squishy on language. Feels contradictory.
- "Accountability with compassion" is how I would state that line.

IV. Group Discussion: Recommended Strategies

The final activity of the meeting involved reviewing the set of potential strategies and discussing the members' level of support and what considerations they believe would make each strategy successful.

Before reviewing the individual strategies, members expressed concern about giving their support without having had community input on the strategies. The project team explained that the purpose of Phase One was to develop a preliminary set of solutions to test with the public, the business community and the policymakers across all of the jurisdictions. This will be the focus of Phase Two.

Comments on Draft Strategies

Ad Hoc Group members were largely in support of presenting the strategies as possible regional approaches to addressing homelessness, with the greatest amount of concern regarding 1D. Safe Park/Safe Camp. In addition, there was support for using the Strategies Discussion Guide as a tool for describing the strategies to a broad audience. The responses expressed to each of the draft strategies is shown below, along with modification of wording as suggested. A few representative comments from the discussion are also presented.

1A. Continue to explore need for emergency shelter in south Placer outside of residential neighborhoods with on-site services or proximate access to services.

Members of the Ad Hoc Group expressed **mixed support** for this strategy but were generally **open to further exploration**. Some of the concerns or conditions for support included:

- *“Can’t endorse completely if they are low barrier shelters.”*
- *“Worthy of more discussion.”*
- *“I’m not prepared to support without community input. At this time I am a hard no.”*
- *“Need to continue to explore the need ... for shelters. Boots on the ground say that they are under-utilized, so I am not convinced that is what we need.”*
- *“This is a huge conversation for all of us to have, maybe there is a way to do this that would be supportive.”*

1B. Renew conditional use permit for North Auburn emergency shelter.

Members of the Ad Hoc Group were **largely in favor** of this strategy, with many deferring to the North Auburn area for its approval. Some of the concerns or conditions for support included:

- *“[North] Auburn needs to weigh in, it would be challenging to move it somewhere else.”*
- *“Longest history of a campus that has addressed mental health, don’t want to see that go away...but not supportive of idea of consolidating everything.”*
- *“I want to take a close look at the criteria...at this point no problem with renewing it.”*

1C. Explore Safe Park and/or Safe Camp locations

Members of the Ad Hoc Group were **largely opposed** to this strategy, but some were **open to further exploration**. Some of the concerns or conditions for support included:

- “[Hard] no for me, but happy to bring to Council”
- “We just got through [a local] fire. [I’m] not in support of this at all”

2A. Expand partnerships between law enforcement and social services for outreach and response

Members of the Ad Hoc Group were **highly supportive of** this strategy, pointing to its current success. Some of the voices of support included:

- “Yes, we need to be talking more about this, devoting more resources here”
- “Biggest success story; should be the cornerstone of any solution set”
- “Yes Yes Yes”
- “Whole reason I am on the call”
- “We all think that’s our best option”
- “A model for success that a strategy should be built on”

2B. Explore the potential of a Sobering Center (short-term respite and urgent care center for people experiencing intoxication or mental health crises) with appropriate services and support.

Members of the Ad Hoc Group expressed **cautious support** for advancing this strategy to the next round and were **interested in further exploration**. Some of the concerns or conditions for support included:

- “Need details. I’m not supportive without an immense amount of detail and public discussion”
- “Conditionally supportive depending on location, details, logistics”
- “Mixed feelings; [it’s] a good tool, but ... worried that ... it [might] become something that repeat offenders are using just to get through the night. But I do see the relief it provides to the emergency rooms.”
- “Worthy of a discussion; terrible burden on mental health and law enforcement. Big question about where to put it; a good place would be by a hospital.”
- “Sobering center is a very good law enforcement tool”
- “Certainly [would] be interested, don’t know enough”

3A. Explore the possibility of growing the amount of supportive interim housing by converting hotels/motels into interim housing informed by siting criteria.

Members of the Ad Hoc Group were **mostly in favor of** this strategy and were **open to further exploration**. Some of the comments shared were:

- *“Conditionally supportive”*
- *“I have lots of concern...this makes people complacent with where they are. I want to see more permanent housing; part of that is getting with corporate partners, helping people with career advancement, helping them get the financial stability to be able to maintain that”*
- *“... if you have a hotel that is capable -- not an operating hotel, but one that can be converted -- that sounds like something that can work. If you can put [it] to use, why not?”*
- *“I think we should look at the direction we have chosen to go with our youth as an example. We have chosen to move away from transitional housing of foster youth in favor of immediate placement which is extremely effective.”*
- *“Roseville is most impacted by this [i.e., there is an active proposal for motel conversion] and is supportive.”*
- *“Feels like a backdoor approval process. If we were going to come forward with a new construction project in our community, [that] would be a broad conversation. [It’s a} Land use issue.”*

3B. Resume focus on additional permanent supportive and/or affordable housing and distribute across the region.

Members of the Ad Hoc Group expressed **mixed support** for this strategy but were generally **open to further exploration**. Some of the concerns or conditions for support included:

- *“One of those ideal items to take to the community, test their perception and provide data: PSH has been around for 20 years, and folks have never known about it.”*
- *“Red flag about how things have happened in the past...don’t want to move outsiders into the area.”*
- *“Nobody wants the housing in their neighborhood.”*
- *“If we put PSH in a jurisdiction, [the] county needs to work with them”*
- *“Need to figure out exactly what we are talking about; don’t want increased calls for service.”*
- *“I have hesitation...I really want my full Council and community discussion and input around. I think the answer is ‘it depends.’*
- *“I remain focused on transitioning people to income-restricted apartment units, integrated into the community, living with their neighbors in apartment complexes... [There is a] big effort to expand units, [with] more coming. With affordable housing we need all hands on deck. Everybody to come to the table to talk about the fees that we are putting on affordable housing,*

if we want to create more, if that is the best result for folks, we need to have a discussion that every entity that is putting a fee on an apartment, do what we can to make them more affordable.”

- *“Concern about a one-house approach to PSH, making issues in the neighborhood.”*
- *“Have heard ... about issues with PSH; would be supportive with more strict criteria, keep[ing] facilities out of urban neighborhoods., [PSH is] best suited for rural.”*
- *“The word ‘development’ always means rebuild. Does this mean purchase homes and put folks in them, or does it mean that we will construct new? Concerned that folks in rural areas are disconnected from services.”*

3C. Adopt Placer County regional housing siting criteria and apply them consistently.

Members of the Ad Hoc Group were **largely in favor** of this strategy. Some of the comments shared included:

- *“Should be guidelines, not going to support giving away any land use authority but a good set of guidelines, yes.”*
- *“Make sure it is Placer County, not just ‘regional.’ In conversations with staff, this would be beneficial.”*
- *“Should be a guide, not any kind of mandate so that they have the ability to take them as a factor, not viewed as a dictate.”*
- *“When you talk about regional housing siting criteria, we have different regions: huge, rural parts compared to more metropolitan areas, [with] very different needs.”*
- *“Can be really difficult regionally: if you look at South vs Eastern, structure is really different. [This] becomes increasingly difficult when you are talking about towns that are commuter-based.”*

3D. Explore creative solutions for point-to-point transportation.

Members of the Ad Hoc Group expressed **mixed support** for this strategy but were generally **open to further exploration**. Some of the concerns or conditions for support included:

- *“This is a bit of reinventing the wheel in terms of transit. We already have Dial-a-Ride”*
- *“Might be financially ineffective to provide those resources. Post-Covid we are looking at a different reality around community...Do we have the resources? Are we allowing people to be financially autonomous, or creating more dependence?”*
- *“If you were going to have a system, is the funding sustainable, from year to year?”*
- *“If we aren’t doing [housing] next to services then [transportation] is very important.”*
- *“We have to put housing where there is transportation. Let’s invest in our public transit.”*

- *“There are the innovative solutions that Placer County Transportation Agency is working on. Let’s build on what is out there.”*
- *“PCTA is working on this, [and] we are running buses. Is it better to buy people Uber cards? PCTA can put together programs to address this but will need more funding in order to do this.”*

4A. Evaluate and strengthen Coordinated Entry/211.

The Ad Hoc Group did not discuss this strategy **yet in a previous meeting did not voice serious concerns or reservations**

4B. Implement regionally-compatible ordinances and law enforcement practices.

The Ad Hoc Group did not discuss this strategy but expressed support in prior meetings.

4C. Designate an interjurisdictional task force to provide stewardship of, and advocacy for, the Strategic Action Plan.

The Ad Hoc Group did not discuss this strategy.

5A. Create regionally-coordinated, public information around homelessness.

Members of the Ad Hoc Group were **largely in favor** of this strategy. Some of the comments shared included:

- *“I see {5A} as public awareness campaign about what the counties and cities are doing to help those who are unhoused, and sharing what the public can do to help/not help. I’m often asked “what’s the city doing about homelessness?” The fact is a lot—but we don’t share that enough. Also, if people want to help support our non-profits who are skilled at helping vs. giving to panhandlers”*
- *“I appreciate the attempt to work towards a unified message, but only as long as that message doesn’t feel predetermined.”*
- *“Suggestion to take recommendations off the list, and continue to make this a discussion guide, prior to getting any kind of expression of support from us.”*
- *“I think you’ll find most if not all of us supportive of using this document as a discussion guide for the public conversation.”*
- *“I think we are ready for public sharing, but we need to look at {community} participation as something that happens in tandem.”*

V. Next Steps

The project team will be preparing a Phase One Report documenting the work over the summer and fall months, including the information describing the Draft Strategies. The activities and timeline for Phase Two will be shared with the stakeholder groups and the public in early 2022.