

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

REGULAR MEETING AGENDA

June 25, 2025

Regular Session 6:00 PM

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

ZOOM at

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

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

849 6857 0574

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

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

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

While the City makes every effort to allow public participation in City Council meetings via Zoom and Facebook Live as described above, we cannot guarantee these services will be accessible. We encourage interested members of the public to submit written comments in advance of the meeting or attend the meeting in person.

1 OPEN SESSION

1A. Call Open Session to Order

1B. Pledge of Allegiance

1C. Roll Call

1D. Approval of Agenda Order

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

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

1E. Statement of Conflict of Interest

2 CONSENT CALENDAR

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

Recommended Action: Approve Consent Calendar



- 2A. **Minutes** (Pages 4-7)
Recommended Action: By Motion, approve the Colfax City Council minutes of 6/11/2025.
- 2B. **Cash Summary – May 2025** (Pages 8-13)
Recommended Action: Accept and File.
- 2C. **Quarterly Sales Tax Analysis – Quarter Ended March 31, 2025** (Pages 14-16)
Recommended Action: Accept and File.
- 2D. **City Project Report** (Pages 17-21)
Recommended Action: Review and Comment.
- 2E. **Fiscal Year 2025-2026 Sewer Impact Fees** (Page 22)
Recommended Action: Receive and File.
- 2F. **Fiscal Year 2025-2026 CalPERS Contribution Rates** (Page 23)
Recommended Action: Receive and File.
- 2G. **Fiscal Year 2025-2026 COLA Adjustments** (Pages 24-26)
Recommended Action: Receive and File.
- 2H. **Waste Water Treatment Plant Laboratory Services – 49er Water Services** (Pages 27-51)
Recommended Action: Adopt Resolution __-2025 authorizing the City Manager to enter into a contract with 49er Water Services for Waste Water Laboratory services for a three-year term with an option to extend the agreement for two additional years, and an amount not to exceed \$200,000.00.
*** End of Consent Calendar ***

3 **AGENCY REPORTS**

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

4 **PRESENTATIONS (NONE)**

5 **PUBLIC HEARING (NONE)**

6 **PUBLIC COMMENT**

Members of the public are permitted to address the Council orally or in writing on matters of concern to the public within the subject matter jurisdiction of the City that are not listed on this agenda. Please make your comments as succinct as possible. Oral comments made at the meeting may not exceed five (5) minutes per speaker. Written comments should not exceed 800 words. Written comments received before the close of an agenda item may be read into the record, with a maximum allowance of five (5) minutes in length. Council cannot act on items not listed on this agenda but may briefly respond to statements made or questions posed, request clarification, refer the matter to staff, or place the matter on a future agenda.

7 **COUNCIL AND STAFF**

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

- 7A. **Committee Reports and Colfax Informational Items – All Councilmembers**
- 7B. **City Operations Update – City Manager**



8 **COUNCIL BUSINESS**

8A. **WWTP Solar System Project Acceptance** *(Pages 52-24)*

Recommended Action: Adopt Resolution ___-2025 authorizing the City Manager to execute and record a Notice of Completion for the Solar System and release all remaining retention, Project No 68-2020.

8B. **Fiscal Year 2025-2026 Sewer Service Charges** *(Pages 55-57)*

Recommended Action: Discuss and Adopt Resolution ___-2025 establishing sewer service charges for Fiscal Year 2025/2026, effective July 1, 2025.

9

GOOD OF THE ORDER

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

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

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

10 **CLOSED SESSION (NONE)**

11 **ADJOURNMENT**

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



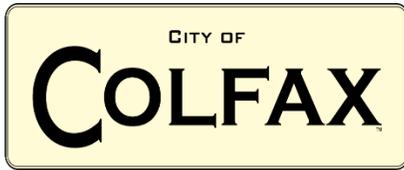
Amanda Ahre, City Clerk

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

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



City Council Minutes



Regular Meeting of Colfax City Council

Wednesday, June 11, 2025

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

1 OPEN SESSION1A. **Call Open Session to Order** – Mayor Pro Lomen called the Open Session to order at 6:01 p.m.1B. **Pledge of Allegiance** – Mayor Lomen lead the Pledge of Allegiance.1C. **Roll Call****Present:** , Councilmember Burruss, Councilmember Douglass, Councilmember Hillberg, Mayor Pro Tem McCully, Mayor Lomen**Absent:**1D. **Approval of Agenda Order****MOTION** made by Mayor Pro Tem McCully to approve the agenda order, seconded by Councilmember Burruss, and approved by the following vote:**AYES:** Burruss, Douglass, Hillberg, McCully, Lomen**NOES:****ABSTAIN:****ABSENT:**1E. **Statement of Conflict of Interest** – No conflicts were identified by the Council or the public.2 CONSENT CALENDAR2A. **Minutes****Recommended Action:** By Motion, approve the Colfax City Council minutes of 5/28/2025.2B. **Annual Appropriations Limits****Recommended Action:** Adopt Resolution 20-2025 certifying compliance with the Fiscal Year 2024-2025 Appropriations Limitation and establishing the Appropriation Limitation for the Fiscal Year 2025-2026.2C. **City Projects Report****Recommended Action:** Review and Comment.**MOTION** made by Councilmember Douglass to approve the consent calendar Seconded by Councilmember Burruss, and approved by the following vote:**AYES:** Burruss, Douglass, Hillberg, McCully, Lomen**NOES:****ABSTAIN:****ABSENT:**3 Agency Reports3A. **Placer County Sheriff's** – Sergeant Toby Williams reported on PCSO statistics for the month of May. There were 184 total incidents, 28 reports were taken, 19 arrests, 35 traffic stops, and 16 transient-related calls. PCSO is working on 3rd of July staffing, and addressed concerns of dirt bikes being ridden downtown.3B. **CHP** – Officer Jaason Lyman, Gold Run CHP Public Information Officer, reported on CHP statistics for the month of May. There were a total of 901 citations, 320 warnings 346 motorist services, 22 arrests (13 of which were DUI related), and 28 collisions (20 were property damage only, 8 were injury collisions).3C. **Placer County Fire/CALFIRE**— Battalion Chief Clint Siebert reported on CalFire statistics for the month of May. There were 94 calls in May, 7 vegetation fires, 3 residential fires, and 3 commercial fires. Burning is

still allowed with a permit on burn days, 3rd of July preparations are underway, and homeowners can get free defensible space inspections for their homes/properties.

3D. **Non-Profits** – No non-profit reports.

4 **PRESENTATION (NONE)**

5 **PUBLIC HEARING**

5A. **Public Hearing: Delinquent Sewer Service Charges and Refuse Collection Fees**

Recommended Action: Conduct a public hearing to consider public and staff comments and adopt separate Resolutions 21-2025 and 22-2025 requesting collection of delinquent sewer and refuse collection fees on the Placer County Tax Roll for tax Year 2025-2026.

Administrative Services Officer Shanna Stahl introduced this item.

Mayor Lomen opened the public hearing. There was no public comment on this item.
Mayor Lomen closed the public hearing.

Councilmember Burruss requested to revisit this on a future agenda to discuss putting all sewer bills on the Placer County Tax roll permanently.

MOTION made by Councilmember Burruss to adopt Resolution 21-2025 and 22-2025, seconded by Councilmember Hillberg, and approved by the following vote:

AYES: Burruss, Douglass, Hillberg, McCully, Lomen

NOES:

ABSTAIN:

ABSENT:

6 **PUBLIC COMMENT**

Harry Anderson passed out a letter to all of Council regarding roadway concerns, discussed vegetation at the Mountain Village Center, and 3rd of July preparations.

Tom Parnham has concerns about the Old Colfax Hotel being a fire hazard and would like the City to make sure that a fire sprinkler system is in place and functional at that location. He also has concerns about the Sidewalk in front of the hotel being a trip and fall hazard.

7 **COUNCIL AND STAFF**

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

Councilmember Douglass attended a Bianchini meeting and meeting in Auburn on fire safety.

Councilmember Douglass attended a meeting regarding the historic Lime Kiln site, a meeting regarding the former Bear River Campground, and a Bianchini meeting. SVCC has an upcoming meeting next week.

Councilmember Burruss would like to have a proclamation on a future meeting for Susan Farwell.

Mayor Pro Tem McCully attended 3 SACOG meetings, new lighting has been added to downtown, and planters have been purchased for the outdoor seating area, and meetings preparing for 3rd of July.

Mayor Lomen had a meeting with the City Manager and the owner of Winner Chevrolet regarding future Projects on City-owned property, attended the groundbreaking ceremony for the new PCWA water treatment plant, LAFCO meeting, and meeting with owners of Shady Glenn to discuss sewer and the possible annexation of that area.

7B. City Operations Update – City Manager

City Manager Walker has drafted an agreement for backup generator power, PG&E should be finalizing the solar at the WWTP in the next week, Public works is working on cleaning up downtown for the 3rd of July event, mold remediation bids should be coming in soon for the firehouse on Church.

8 COUNCIL BUSINESS

8A. Sierra Vista Community Center – Colfax Boys Basketball Program

Recommended Action: Adopt Resolution 23-2025 approving and authorizing the City Manager to make a donation in the amount of \$2,200.00 to the Sierra Soar non-profit in support of the Colfax Boys Basketball Program.

City Manager Walker introduced Bob Morales with Sierra Soar who discussed the non-profits current fundraising efforts.

Harry Anderson, Tom Parnham, and Travis Berry spoke in support of supporting Sierra Soar, the need for more activities in Colfax, and the history of the SVCC.

Council discussed the need for more activities in Colfax, the desire to create an Ad Hoc Committee to negotiate an MOU for right of access to the SVCC, and the desire to see an MOU with SVCC in place before Sierra Soar does any kind of improvement to the SVCC.

MOTION made by Mayor Lomen to donate \$2,200.00 to Sierra Soar and adopt Resolution 23-2025, seconded by Councilmember Burruss, and approved by the following vote:

AYES: Burruss, Douglass, Hillberg, McCully, Lomen

NOES:

ABSTAIN:

ABSENT:

MOTION made by Mayor Lomen to form an Ad Hoc Committee consisting of Councilmember Burruss and Councilmember Hillberg to negotiate a MOU between the City and the SVCC for right of access, seconded by Councilmember Burruss, and approved by the following vote:

AYES: Burruss, Douglass, Hillberg, McCully, Lomen

NOES:

ABSTAIN:

ABSENT:

9 GOOD OF THE ORDER

Councilmember Douglass would like for Colfax to look into the Ordinance that Auburn is currently working in regarding vacant businesses.

Councilmember Hillberg would like to discuss having an open forum prior to a Regular Council meeting, and that the Winterfest Ad Hoc has not yet found a non-profit to organize the 2025 Winterfest.

Councilmember Burruss had nothing to report.

Mayor Pro Tem McCully reminded everyone of the 3rd of July decorating contest, Thursday night Farmer’s Market, and the final 3rd of July car wash fundraiser on 6/22/25 at the Key Salon.

Mayor Lomen suggested holding a workshop for Winterfest, he also informed the public that the final skate park design will be on the next agenda for final review.

9A. Public Comment on Good of the Order

Travis Berry thanked the Council on their work to get the skate park design finalized.

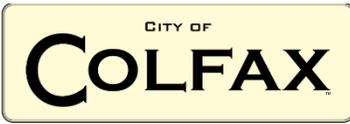
10 CLOSED SESSION (NONE)

11 ADJOURNMENT

As there was no further business on the agenda, Mayor Lomen adjourned the meeting by motion and without objection at 7:24 p.m. Respectfully submitted to City Council this 25th day of June, 2025.



Amanda Ahre, City Clerk



Staff Report to City Council

FOR THE JUNE 25, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Shanna Stahl – Administrative Services Officer
Subject: Cash Summary – May 2025

Budget Impact Overview:

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

Summary/Background

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

The attached reports reflect an overview of the financial transactions of the City of Colfax in May 2025. Some monthly highlights are listed below:

- May revenues included:
 - Allocation for Sales Tax revenues for the month of March 2025. (two-month lag).
 - Second allocation (40%) from Placer County of fiscal year property tax revenues and direct charges.
- May expenditures included:
 - Regular monthly expenditures.
- Negative cash fund balances at the end of May are primarily due to the timing of funding allocations and reimbursements:
 - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), transfer of City Gas Tax revenues, and a General Fund allocation.
 - Fund 348 – Home Hardening. This is a reimbursable grant with a 10% City match requirement. Reports will be submitted quarterly.
 - Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant –Reimbursement requests are currently on hold pending the approval of Phase II.
 - Fund 363 – Railroad Street Crossing. These expenses are being tracked for the Railroad Street Crossing Improvements with Union Pacific Railroad.
 - Fund 575 – WWTP Construction Grant. This is a reimbursable grant. Reimbursement requests are submitted quarterly.

- Fund 590 – Sewer Consolidation Planning Grant. This is a reimbursable grant – reimbursement requests are scheduled to be submitted quarterly upon final award of application grant. Tentatively scheduled for Fall 2025.
- Anticipated revenues/expenditures for June include:
 - Revenues
 - Allocation for Sales Tax revenues reported/paid to the State for the month of April 2025 (two-month lag).
 - Capital project reimbursements.
 - Expenditures
 - Approved capital project expenditures. The WWTP construction is in the final stages.
 - Ongoing monthly operating expenses.

Attachments:

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

**City of Colfax
Cash Summary
May 31, 2025**

	Balance 4/30/25	Revenues In*	Expenses Out*	Transfers	Balance 5/31/25
US Bank	\$ 143,532.61	\$ 1,000,144.40	\$ (261,290.38)	\$ (750,000.00)	\$ 132,386.63
LAIF	\$ 10,447,819.63	\$ -	\$ -	\$ 750,000.00	\$ 11,197,819.63
Total Cash - General Ledger	<u>\$ 10,591,352.24</u>	<u>\$ 1,000,144.40</u>	<u>\$ (261,290.38)</u>	<u>\$ -</u>	<u>\$ 11,330,206.26</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 10,591,652.24</u>	<u>\$ 1,000,144.40</u>	<u>\$ (261,290.38)</u>	<u>\$ -</u>	<u>\$ 11,330,506.26</u>

Change in Cash Account Balance - Total \$ 738,854.02

Attached Reports:

1. Cash Transactions Report (By Individual Fund)	
2. Check Register Report (Accounts Payable)	\$ (160,524.53)
Cash Receipts	\$ 781,922.23
Payroll Checks and Tax Deposits	\$ (82,064.88)
Utility Billings - Receipts	\$ 199,433.88
LAIF Interest	\$ -
Void Checks	\$ 87.32
	<u><u>\$ 738,854.02</u></u> \$

*Does not include transfers between funds

Prepared by: Shanna Stahl, Administrative Services Officer
Shanna Stahl, Administrative Services Officer

Reviewed by: Ron Walker
Ron Walker, City Manager

City of Colfax Cash Transactions Report - May 2025

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 5,725,568.80	\$ 644,915.85	\$ (102,907.23)	\$ 6,267,577.42
Fund: 120 - Land Development Fees	\$ 205,966.14	\$ -	\$ (700.00)	\$ 205,266.14
Fund: 200 - Cannabis Application	\$ 26,399.82	\$ 1,089.90	\$ -	\$ 27,489.72
Fund Type: 1.11 - General Fund - Unassigned	\$ 5,957,934.76	\$ 646,005.75	\$ (103,607.23)	\$ 6,500,333.28
Fund Type: 1.14 - General Fund - Restricted				
Fund: 205 - Escrow Funds	\$ -	\$ -	\$ -	\$ -
Fund: 571 - AB939 Landfill Diversion	\$ 23,299.04	\$ -	\$ -	\$ 23,299.04
Fund: 572 - Landfill Post Closure Maintenance	\$ 926,822.65	\$ -	\$ (3,211.27)	\$ 923,611.38
Fund Type: 1.14 - General Fund - Restricted	\$ 950,121.69	\$ -	\$ (3,211.27)	\$ 946,910.42
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ 26,065.51	\$ -	\$ -	\$ 26,065.51
Fund: 211 - Mitigation Fees - Drainage	\$ 25,240.67	\$ -	\$ -	\$ 25,240.67
Fund: 212 - Mitigation Fees - Trails	\$ 82,789.31	\$ -	\$ -	\$ 82,789.31
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 206,154.30	\$ -	\$ -	\$ 206,154.30
Fund: 214 - Mitigation Fees - City Bldgs	\$ 82,200.67	\$ -	\$ -	\$ 82,200.67
Fund: 215 - Mitigation Fees - Vehicles	\$ 26,253.25	\$ -	\$ -	\$ 26,253.25
Fund: 217 - Mitigation Fees - DT Parking	\$ 46,022.89	\$ -	\$ -	\$ 46,022.89
Fund: 218 - Support Law Enforcement	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00
Fund: 244 - CDBG Program Inc - ME Lending	\$ 6,300.00	\$ 500.00	\$ -	\$ 6,800.00
Fund: 250 - Streets - Roads/Transportation	\$ (106,649.24)	\$ -	\$ (17,940.63)	\$ (124,589.87)
Fund: 253 - Gas Taxes	\$ 31,797.58	\$ 3,034.00	\$ -	\$ 34,831.58
Fund: 257 - Street /Road - Transit Capital	\$ 64,298.77	\$ -	\$ -	\$ 64,298.77
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 36,450.73	\$ 4,241.83	\$ -	\$ 40,692.56
Fund: 270 - Beverage Container Recycling	\$ 21,063.75	\$ -	\$ -	\$ 21,063.75
Fund: 280 - Oil Recycling	\$ 4,153.33	\$ -	\$ -	\$ 4,153.33
Fund: 290 - SB1383 Implementation Grant	\$ 41,547.81	\$ -	\$ (738.75)	\$ 40,809.06
Fund: 291 - City County Beverage Container	\$ 5,016.43	\$ -	\$ -	\$ 5,016.43
Fund: 292 - Fire Department Capital Funds	\$ 102,850.89	\$ -	\$ -	\$ 102,850.89
Fund: 342 - Fire Construction - Mitigation	\$ 101,517.95	\$ -	\$ -	\$ 101,517.95
Fund: 343 - Recreation Construction	\$ 101,518.49	\$ -	\$ -	\$ 101,518.49
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 929,593.09	\$ 7,775.83	\$ (18,679.38)	\$ 918,689.54
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - GF Capital Projects	\$ -	\$ -	\$ -	\$ -
Fund: 348 - Home Hardening CalOES	\$ (1,450.00)	\$ -	\$ (16,047.93)	\$ (17,497.93)
Fund: 358 - CDBG Pavement	\$ (201,729.24)	\$ -	\$ (700.00)	\$ (202,429.24)
Fund: 363 - Railroad Street Crossing	\$ (1,712.76)	\$ -	\$ -	\$ (1,712.76)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (204,892.00)	\$ -	\$ (16,747.93)	\$ (221,639.93)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 2,166,314.72	\$ 184,341.61	\$ (64,706.74)	\$ 2,285,949.59
Fund: 561 - Sewer Liftstations	\$ 405,211.83	\$ 19,803.87	\$ (54,257.27)	\$ 370,758.43
Fund: 563 - Wastewater Treatment Plant	\$ 1,347,234.79	\$ 57,697.50	\$ (80.56)	\$ 1,404,851.73
Fund: 564 - Sewer Connections	\$ 363,408.66	\$ -	\$ -	\$ 363,408.66
Fund: 575 - WWTP Construction Grant	\$ (1,261,829.91)	\$ 84,366.00	\$ -	\$ (1,177,463.91)
Fund: 590 - Sewer Consolidation Planning	\$ (65,152.88)	\$ -	\$ -	\$ (65,152.88)
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 2,955,187.21	\$ 346,208.98	\$ (119,044.57)	\$ 3,182,351.62
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 3,407.49	\$ 153.84	\$ -	\$ 3,561.33
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 3,407.49	\$ 153.84	\$ -	\$ 3,561.33
Grand Totals:	\$ 10,591,352.24	\$ 1,000,144.40	\$ (261,290.38)	\$ 11,330,206.26

Check Register Report

Item 2B

Date: 06/12/2025

Time: 5:00 pm

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
61724	05/02/25	Reconciled		05/31/25	03141	CALPERS	HEALTH PREMIUMS MAY 25	17,646.36
61726	05/12/25	Reconciled		05/31/25	011200	24 SEVEN FIRE PROTECTION	FIRE EXTINGUISHER/CABINET	150.15
61727	05/12/25	Reconciled		05/31/25	01142	4LEAF, INC.	HOME HARDENING APR 25	16,047.93
61728	05/12/25	Reconciled		05/31/25	01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	243.34
61729	05/12/25	Reconciled		05/31/25	01650	AQUA SIERRA CONTROLS INC.	LS #5 REPAIR	410.00
61730	05/12/25	Reconciled		05/31/25	01766	AT&T MOBILITY	CITY CELL PHONES	803.31
61731	05/12/25	Reconciled		05/31/25	01794	AUBURN SAW INC	WWTP SUPPLIES	104.00
61732	05/12/25	Reconciled		05/31/25	02830	BLUE RIBBON SEPTIC LLC	LS#5 PUMP OUT	2,250.00
61733	05/12/25	Reconciled		05/31/25	03160	CARTWRIGHT NOR CAL, INC.	ENG SVCS APR 25	16,100.00
61734	05/12/25	Reconciled		05/31/25	3425	CINTAS	UNIFORMS APR 25	413.49
61735	05/12/25	Reconciled		05/31/25	3475	CLARK PEST CONTROL	PEST CONTROL APR 25	559.00
61736	05/12/25	Reconciled		05/31/25	05120	EDWARDS HEATING & COOLING	PW BUILDING REPAIR	3,380.00
61737	05/12/25	Reconciled		05/31/25	06278	FRONTIER COMMUNICATIONS	WWTP PHONE	308.97
61738	05/12/25	Reconciled		05/31/25	07460	GOLD MOUNTAIN CALIFORNIA	CDBG NOTICE TO BIDDERS	207.20
61739	05/12/25	Reconciled		05/31/25	08090	HEATH, CECELIA	CALPERS TRAINING	87.32
61740	05/12/25	Reconciled		05/31/25	08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	5,361.43
61741	05/12/25	Reconciled		05/31/25	08170	HILLS FLAT LUMBER CO	SUPPLIES	1,416.26
61742	05/12/25	Reconciled		05/31/25	08660	HUNT AND SONS, LLC	FUEL	739.32
61743	05/12/25	Reconciled		05/31/25	13191	MANAGEMENT ADVISORY SERVICES	PLANNING SVCS APR 25	4,472.30
61744	05/12/25	Reconciled		05/31/25	18400	NAPAAUTO PARTS	SUPPLIES	11.68
61745	05/12/25	Reconciled		05/31/25	15900	PAC MACHINE CO., INC	LS #5 PUMP RENTAL	5,134.06
61746	05/12/25	Reconciled		05/31/25	17951	R3 CONSULTING GROUP	GRANT FUND MGMNT APR 25	738.75
61747	05/12/25	Reconciled		05/31/25	19037	SAFE SIDE SECURITY	CORP YARD SECURITY MAY 25	155.00
61748	05/12/25	Reconciled		05/31/25	19037	SAFE SIDE SECURITY	WWTP SECURITY MAY 25	95.00
61749	05/12/25	Reconciled		05/31/25	01790	SIERRA OFFICE PRODUCTS	SUPPLIES	122.40
61750	05/12/25	Reconciled		05/31/25	19397	SIERRA SAW	MOWER REPAIRS	47.28
61751	05/12/25	Reconciled		05/31/25	19397	SIERRA SAW	PW BLOWER BATTERIES	306.95
61752	05/12/25	Reconciled		05/31/25	19743	WILLIAM STOCKWIN	MAY COLFAX CONNECTIONS	300.00
61753	05/12/25	Reconciled		05/31/25	19990	T-MOBILE USA INC	WWTP INTERNET APR 25	54.40
61754	05/12/25	Reconciled		05/31/25	21560	US BANK CORPORATE PMT SYSTEM	SUPPLIES	3,247.77
61755	05/12/25	Reconciled		05/31/25	21500	USA BLUE BOOK, INC	WWTP SUPPLIES	465.22
61756	05/12/25	Reconciled		05/31/25	22134	VISION QUEST	TECH SUPPORT JUN 25	4,053.33
61757	05/12/25	Reconciled		05/31/25	22134	VISION QUEST	WWTP CRADLEPOINT MOUNT	1,100.00
61758	05/12/25	Reconciled		05/31/25	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.58
61759	05/12/25	Reconciled		05/31/25	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONES	214.41
61760	05/12/25	Reconciled		05/31/25	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL APR 25	520.91
61761	05/12/25	Reconciled		05/31/25	2087	BASIC PACIFIC	FSA BENEFIT PYMT	625.00
61762	05/16/25	Reconciled		05/31/25	07030	GABE MENDEZ INC.	LS #5 REPAIR	25,657.15
61763	05/16/25	Reconciled		05/31/25	07030	GABE MENDEZ INC.	SEWER REPAIR	4,942.57
61764	05/19/25	Reconciled		05/31/25	1161	49ER WATER SERVICES	WWTP TESTING APR 25	4,244.00
61765	05/19/25	Reconciled		05/31/25	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS APR 25	6,208.00
61766	05/19/25	Reconciled		05/31/25	02901	BUREAU VERITAS NORTH AMERICA	PLAN CHECK	450.00
61767	05/19/25	Reconciled		05/31/25	3158	CARROT-TOP INDUSTRIES, INC.	CITY FLAGS	391.82
61768	05/19/25	Reconciled		05/31/25	03401	CHOICE BUILDER	PREMIUMS JUNE 25	873.71
61769	05/19/25	Reconciled		05/31/25	3494	COLANTUONO, HIGHSMITH &	LEGAL MATTERS APR 25	10,422.50
61770	05/19/25	Reconciled		05/31/25	05120	EDWARDS HEATING & COOLING	WWTP AC REPAIR	109.00
61771	05/19/25	Reconciled		05/31/25	7798	G&T TRUCK REPAIR	VACTOR REPAIR	7,796.95
61772	05/19/25	Reconciled		05/31/25	07460	GOLD MOUNTAIN CALIFORNIA	DELINQUENT SEWER NOTICE	169.12

Check Register Report

Item 2B

Date: 06/12/2025

Time: 5:00 pm

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
61773	05/19/25	Reconciled		05/31/25	12209	LIEBERT CASSIDY WHITMORE	EMPLOYEE HANDBOOK APR25	456.00
61774	05/19/25	Printed			19390	MAR-VAL'S SIERRA MARKET	WATER/SALT	9.38
61775	05/19/25	Reconciled		05/31/25	15900	PAC MACHINE CO., INC	LS #5 PUMP RENTAL	600.00
61776	05/19/25	Reconciled		05/31/25	16300	PCWA -PLACER COUNTY	WATER	1,379.01
61777	05/19/25	Reconciled		05/31/25	16040	PURCHASE POWER	POSTAGE	507.00
61778	05/19/25	Reconciled		05/31/25	19396	SIERRA SAFETY COMPANY	STREET SIGNS	173.75
61779	05/19/25	Reconciled		05/31/25	18883	WAXIE SANITARY SUPPLY	SUPPLIES	888.45
61780	05/22/25	Printed			3555	COLFAX RAILROAD DAYS	DONATION 3RD OF JULY FIREWORKS	6,800.00
61781	05/27/25	Reconciled		05/31/25	2087	BASIC PACIFIC	FSA BENEFIT PYMT	535.00

Total Checks: 57

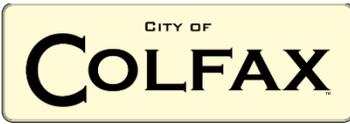
Checks Total (excluding void checks): 160,524.53

Total Payments: 57

Bank Total (excluding void checks): 160,524.53

Total Payments: 57

Grand Total (excluding void checks): 160,524.53



Staff Report to City Council

FOR THE JUNE 25, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Shanna Stahl, Administrative Services Officer
Subject: Quarterly Sales Tax Analysis – Quarter Ended March 31, 2025

Budget Impact Overview:

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

Summary/Background

City staff provides a quarterly report on Sales and Use Tax revenues as quarterly information is available. We have received the final Accounting for Sales and Use Tax revenues for the quarter ended March 31, 2025, which is the third quarter of fiscal year 2024-2025.

As reported in the chart below, sales tax revenues for the quarter ended March 31, 2025 increased 61% as compared to the same quarter last year, and was 34% lower as compared to the previous quarter (12/31/2024).

	QE 09/30	QE 12/31	QE 03/31	QE 06/30	Total Fiscal Year Actuals	Fiscal Year Budget	Actuals as % of Fiscal Year Budget	Actuals to Budget Difference		Original Budget
Fiscal Year 2024-2025	\$ 791,682	\$ 751,441	\$ 492,633		\$ 2,035,756	\$1,350,000	151%	\$ 685,756		\$1,350,000
Fiscal Year 2023-2024	\$ 397,425	\$ 332,232	\$ 305,997	\$ 598,109	\$ 1,633,763	\$1,336,734	122%	\$ 297,029		\$1,336,734
Fiscal Year 2022-2023	\$ 410,913	\$ 353,933	\$ 248,626	\$ 325,197	\$ 1,338,670	\$1,297,800	103%	\$ 40,870		\$1,297,800
Fiscal Year 2021-2022	\$ 300,458	\$ 298,414	\$ 378,914	\$ 414,444	\$ 1,392,230	\$1,260,000	110%	\$ 132,230		\$1,260,000
Fiscal Year 2020-2021	\$ 391,444	\$ 340,379	\$ 326,981	\$ 365,994	\$ 1,424,798	\$1,250,000	114%	\$ 174,798		\$1,250,000
% Change - Previous Calendar Qtr	32%	-5%	-34%							
% Change - Same Qtr - Prev Year	99%	126%	61%							

Fiscal and Budget Impacts

The budget for the current fiscal year was forecasted at a conservative 1% growth over the 2023-2024 fiscal year budget and equates to 50% of the actual revenues received in the fiscal year.

Sales tax revenues are very difficult to predict. While we did experience a strong first half of fiscal year 2024-2025 sales tax revenue, the increase was not projected to continue.

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

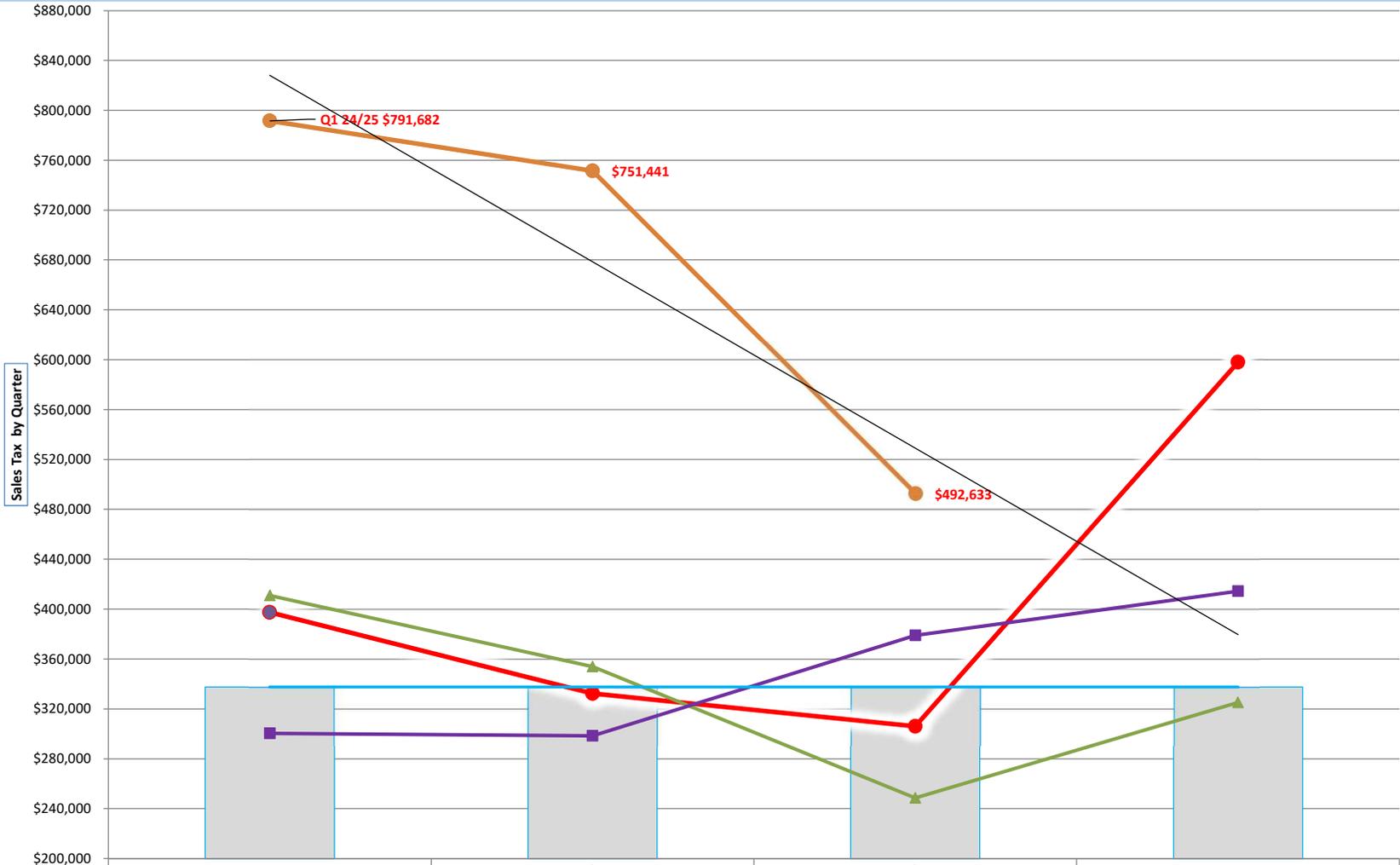
Attachments:

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

City of Colfax

Retail Sales and Use Tax Revenues

(Actuals through Quarter Ended 03/31/2025)



	1	2	3	4
2024-2025 Budget	\$337,500	\$337,500	\$337,500	\$337,500
2024-2025	\$791,682	\$751,441	\$492,633	
2023-2024	\$397,425	\$332,232	\$305,997	\$598,109
2022-2023	\$410,913	\$353,933	\$248,626	\$325,197
2021-2022	\$300,458	\$298,414	\$378,914	\$414,444

City of Colfax

Sales and Use Tax Revenues

City of Colfax Sales and Use Tax Revenue History

	Actuals	Change	% Change
1999-2000	\$ 478,169		
2000-2001	\$ 484,801	\$ 6,632	1%
2001-2002	\$ 592,392	\$ 107,591	22%
2002-2003	\$ 581,749	\$ (10,643)	-2%
2003-2004	\$ 601,276	\$ 19,527	3%
2004-2005	\$ 707,515	\$ 106,239	18%
2005-2006	\$ 749,583	\$ 42,068	6%
2006-2007	\$ 752,431	\$ 2,848	0%
2007-2008	\$ 648,989	\$ (103,442)	-14%
2008-2009	\$ 540,051	\$ (108,938)	-17%
2009-2010	\$ 538,549	\$ (1,502)	0%
2010-2011	\$ 551,953	\$ 13,404	2%
2011-2012	\$ 571,943	\$ 19,990	4%
2012-2013	\$ 706,828	\$ 134,885	24%
2013-2014	\$ 928,729	\$ 221,901	31%
2014-2015	\$ 956,342	\$ 27,613	3%
2015-2016	* \$ 1,104,357	\$ 148,015	15%
2016-2017	\$ 1,103,560	\$ (797)	0%
2017-2018	\$ 1,370,741	\$ 267,181	24%
2018-2019	\$ 1,401,608	\$ 30,867	2%
2019-2020	\$ 1,524,302	\$ 122,694	9%
2020-2021	\$ 1,424,789	\$ (99,513)	-7%
2021-2022	\$ 1,392,230	\$ (32,559)	-2%
2022-2023	\$ 1,338,670	\$ (53,560)	-4%
2023-2024	\$ 1,633,763	\$ 295,093	22%
2024-2025	\$ 2,035,756		

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

Staff Report to City Council

FOR THE JUNE 25, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: City Projects Report

Budget Impact Overview:

N/A: X	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Review and Comment.

Summary/Background

The following is a list of projects, by department, that have either been completed or are in progress.

Week of – May 25, 2025- May 31, 2025

City Manager

- Attended the city council meeting.
- Met with councilmen Douglas to discuss city event calendar.
- Visited sewer plant during power shut down part of the future solar connection.
- Met with Tim Jones with TTJ Consulting to discuss City Finances and Budgeting.
- Meet with City Planner Kathy Pease to discuss the development of a Panhandling Ordinance.

Planning

- I received a letter from HCD asking the city to repeal its Accessory Dwelling Unit (ADU) ordinance because components of the ordinance that were adopted in 2023 (prior to my time) are inconsistent with state law. Will be bringing updated ordinance to the council in the near future.
- Continuing to work with reviewing options with a potential applicant that would like to build multifamily residential off of Whitcomb Avenue. The current proposal is 16 units (four 4-plexes) on .5 acre
- Worked with a resident to confirm the address for 504 Pleasants Street with County and post office.

Maintenance Department

- Washed off the sidewalk on Main St. between Wrecking Crew and Snapdragon where the homeless left a mess.
- Trying to get rid of the gophers that are in the Depot lawn and the ball field. Repaired damaged areas of lawn with compost, seed and fertilizer.
- Met with Tim Jones and discussed the Public Works budget.
- Repaired the irrigation system at the Depot.
- Purchased new tires and had the oil changed for units C-1 and C-2.
- Purchased and installed a booster pump for the irrigation system at the Ball Park. An electrician to perform the wiring early next week.
- Weeded entrance to Splash Pad on both sides.
- Weeded entrance to Ball Park.

- Picked up broken rail ties and sewer pipe left behind from the repair that happened by the splash pad from PG&E drilling into our sewer pipe. Prepared the area for the installation of new ties.
- Performed vegetation removal at the depot and surrounding areas.
- Mowed and weeded all city parks.
- Adjusted irrigation timers at all city parks.

Wastewater Treatment Plant/Sewer

- Normal operations.
- Solar tie-in Thursday was successful.
- Pond levels are decreasing fast due to great plant operations.
- Working on work orders this week with staff.

Administrative Services

- Out of the office this week.

City Clerk

- Facilitated the May 28, 2025 City Council meeting.
- Attended Grant Writing 101 hosted by California Consulting.
- Attended a LWCF grant application workshop hosted by California State Parks.
- Helped with the day-to-day operations of City Hall.

Engineering

- Review Special Events Ordinance.
- CDBG coordination.
- Coordinate Empire Storage sewer impact fee and EDU's and coordinate with owner/engineer.
- Encroachment permits.
- WWTP solar site visit for solar startup.
- Coordinate with city staff for my vacation starting 5/30 and returning 6/18.

Building/Code Enforcement

- 29 Lincoln St.: Large tree removal to begin. Building improvements under way.
- 7-11 sewer lateral to be repaired from 7-11 cleanout to Starbuck's cleanout. They are reviewing bids from other contractors to complete the work.
- Sent a letter to Starbuck's at 2 addresses, asking for compliance with the Fats, Oils and Grease that we saw during the lateral inspection. Building owner has been very cooperative.
- 11 N. Main sewer smell. 14 N. Foresthill: complaint closed.
- 333 Canyon – TI for Sierra Animal Clinic. ADA parking to begin work. New roof, EV charger and solar to be installed. Working with a solar designer.
- Plan reviews and inspections sewer lateral inspections.
- 203/211 Grass Valley: Corrections to the framing and underfloor drainage were missing. Owner to have energy designer adjust to allow LPG water heater.
- 1225 Hwy 174 commercial building development. Waiting for response to BV review. No response.
- 416 Rubican SFD. Approved. Waiting for fees to be paid.

- ARCO TESLA project: working with civil engineer to help complete plans. His allowable soil pressures do not match calculations. He's working with BV now.
- Colfax Storage: BV sent 2nd round of comments to owner. Meeting with engineers to discuss reviews in order to complete the plans. Sent the BV team a request to review examiners comments to make sure they are correct.
- 54 W. Oak St. sewer lateral replacement. Plumber starts May 9th.
- 734 HWY 174 New storage building: building done. Retaining wall needs to be finished.
- 333 Culver Code violation: HVAC and main panel w/o permit: new panel installed. Discovered a full remodel was done without a permit. Unsafe building remains in place. New: kitchen, bathroom, electrical wiring, water heater, windows....
- Orielly's civil plans almost complete. Building plans approved.
- 411 Veda retaining wall: New Contractor and engineer. New plans to be reviewed. waiting for lot line adjustment
- Creating response to 222 N. Main. They claim previous inspector told them everything was good with their structures including illegal sewer lateral. They claim they should not have to grout in their sewer lateral and don't know how....
- Pursuing liens on a property on Alpine and on Dinky for non-response.
- Working with Tammy on old/expired permits.
- Met with tenant of 21 sunset. Allowed 2 more weeks to remove junk RV trailer.
- Met with owner of 1744 S. Canyon to discuss sewer/septic issues. Rear house has to have septic tank removed.

Week of June 1 – 7, 2025

City Manager

- Attended Agenda Management software meeting.
- Met with Dave Gard.
- Met with Jeremy, Union Representative, Local 39.
- Met with Jim Fletter.
- Agenda Preparation.
- Met individually with Larry Hillberg, and Kim Douglass, Winterfest Ad Hoc Committee.
- I attended the groundbreaking ceremony for the PCWA water treatment plant.

Planning

- I received a letter from HCD asking the city to repeal its Accessory Dwelling Unit (ADU) ordinance because components of the ordinance that were adopted in 2023 (prior to my time) are inconsistent with state law. Will be bringing updated ordinance to the council in the near future.
- Continuing to work with reviewing options with a potential applicant that would like to build multifamily residential off of Whitcomb Avenue.
- Worked with a resident to confirm the address for 504 Pleasants Street with County and post office.
- Working with potential restaurant business entrepreneur for 555 South Auburn.

Maintenance Department

- Repaired irrigation at Roy Tom's Plaza.
- Cleared black berry bushes to the fence line on Pleasant St.
- Vegetation removal on Railroad St. to W. Oak St. and from Oak to S. Auburn.
- Vegetation removal all around the ballpark
- Fixed the broken hand dryer at Roy Tom's that was ripped off the wall.
- Weeded Roy Tom's parking lot along with the flower bed at the bell tower.
- Pruned up all trees and bushes at Roy Tom's.
- Repaired one of the broken curbs at Roy Tom's.
- Vegetation removal and cleanup along Main St.
- Finished weeding S. Canyon.
- Weeded Lincoln St. and Walnut St.
- Evaluated why the Splash Pad wasn't working and got it to work. In the process of tracking down now button sensor activator.
- Met with electrician and discussed the wiring of the booster pump.
- Cleaning inside and outside of Corp yard.
- Repaired a broken hydraulic line on the backhoe.
- Mowed all City parks.

Wastewater Treatment Plant/Sewer

- Normal operations.
- Lift Station 5 pump 1 failed motor. Looking for rebuilding.
- Cleaning up plant for tour next Friday'
- Pond levels are decreasing fast due to weather and lower plant flows.

Administrative Services

- Out of the office this week.

City Clerk

- Posted and distributed the Agenda Packet for the 5/28/25 City Council Meeting.
- Helped in the day-to-day operations of City Hall.
- Attended a 2-day training course hosted by the Certified Municipal Clerks Association (CMCA).

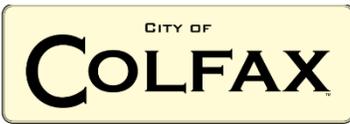
Engineering

- Out of the office this week.

Building/Code Enforcement

- Talked with new owners of 7 N. Main St. about tenant issues, converting living space back to commercial and completing deck permit that expired. Deck is sectioned off to expose them to litigation.
- Met with owner of 80 Sierra Sky to discuss new panel for future use. Asked for corrections to the plans.
- Met with City Attorney regarding the use of ADA exceptions provided with CAsP report for the outdoor dining area.

- 1213 S. Auburn: suggested they put up a wall, so the cabinet shop is less than 2500sf to avoid sprinkler requirement. Reviewed code with Fire. Removed the 4hr requirement between occupancies. Project moving forward. Discussing ADA requirements.
- Corner of Rose and Washington: Vegetation complaint. Casey had the maintenance crew knock it down. Closed complaint.
- 29 Lincoln St.: Large tree removal to begin. Building improvements under way.
- 7-11 sewer lateral to be repaired from 7-11 cleanout to Starbuck's cleanout. They are reviewing bids from other contractors to complete the work.
- Sent a letter to Starbuck's at 2 addresses, asking for compliance with the Fats, Oils and Grease that we saw during the lateral inspection. Building owner has been very cooperative. Preparing letter with fines.
- NID building on Whitcomb - TI design meetings w/ architect. On hold
- 333 Canyon – TI for Sierra Animal Clinic. ADA parking to begin work. New roof, EV charger and solar to be installed. Working with solar designer. Reviewing plans.
- Plan reviews and inspections sewer lateral inspections.
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- Creating response to 222 N. Main. They claim previous inspector told them everything was good with their structures including illegal sewer lateral. They claim they should not have to grout in their sewer lateral and don't know how....
- Working with Tammy on old/expired permits.
- Met with tenant of 21 sunset. Allowed 2 more weeks to remove junk RV trailer.
- Met with owner of 1744 S. Canyon to discuss sewer/septic issues. Rear house has to have septic tank removed.



Staff Report to City Council

FOR THE JUNE 25, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Shanna Stahl, Administrative Services Officer
Subject: Fiscal Year 2025-2026 Sewer Impact Fees

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Receive and file.

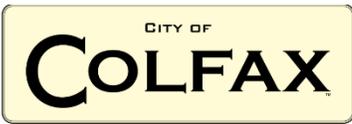
Summary/Background

New connections to the City of Colfax sewer system are assessed a sewer impact fee (connection fee) in accordance with Municipal Code Chapter 13.08. The Code stipulates that the sewer impact fee shall be adjusted on July 1st of each year by the City Engineer by a percentage equal to the annual percentage of increase or decrease in the San Francisco Bay Area construction cost index, as published in the May Engineering News-Record (ENR) or equivalent ENR data.

The City has received the May 2025 ENR data from Cartwright Nor Cal and the construction cost index is reported at a .9% decrease. The City is applying the decrease to calculate the fiscal year 2025-2026 sewer impact fee as reflected in the chart below. Effective July 1, 2025, the sewer impact fee will be adjusted to \$11,330 per Equivalent Dwelling Unit (EDU).

Fiscal Year	Previous	ENR%	New Rate*
2021-2022	\$9,300	4.70%	\$9,740
2022-2023	\$9,740	14.2%	\$11,120
2023-2024	\$11,120	1.75%	\$11,310
2024-2025	\$11,310	1.10%	\$11,430
2025-2026	\$11,430	-0.9%	\$11,330

**Rounded to the nearest ten dollars for simplicity.*



Staff Report to City Council

FOR THE JUNE 25, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Shanna Stahl, Administrative Services Officer
Subject: Fiscal Year 2025-2026 CalPERS Contribution Rates

Budget Impact Overview:

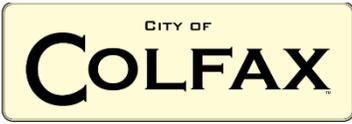
N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Receive and File.

Summary/Background

The California Public Employee’s Retirement System (CalPERS) Actuarial Office provides an annual valuation report each year which contains specific information for the City retirement plans including the development of the current and projected employer and employee contributions. The required normal payroll contributions for the fiscal year 2025-2026 are reflected in the following chart.

Fiscal Year	Classic Employees		PEPRA Employees	
	Employer %	Employee %	Employer %	Employee %
2024-2025	10.71%	7.00%	7.87%	7.75%
2025-2026	10.76%	7.00%	7.96%	7.75%



Staff Report to City Council

FOR THE JUNE 25, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Shanna Stahl, Administrative Services Officer
Subject: Fiscal Year 2025-2026 COLA Adjustments

Budget Impact Overview:

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

Summary/Background

In accordance with the Memorandum of Understanding between the City of Colfax and I.U.O.E Stationary Engineers, Local 39 (Union), a cost-of-living adjustment (COLA) is due effective July 1, 2025. The COLA is based on an average of the Consumer Price Index (CPI) for San Francisco- Oakland-San Jose Urban Wage Earners and Clerical Workers and United States City Average Urban Wage Earners and Clerical Workers. The average CPI for the fiscal year 2024-2025 COLA calculation is 2% and will be applied accordingly. Consistent with previous years and the adopted operating budget, the City will apply this increase to both represented and non-represented employees' salary schedules.

Attachments:

1. Salary Schedules for represented and non-represented staff

City of Colfax - Salary Range Schedule FY2025/2026
 Represented Employees

Effective 7/1/25

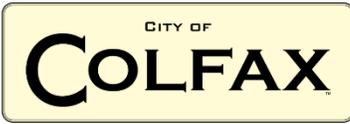
CPI Increase 07/01/2025: 2.00%

Step

		1	2	3	4	5	6	7	8	9	10	11
Clerk Typist	Monthly	\$ 2,976.61	\$ 3,053.59	\$ 3,130.57	\$ 3,211.22	\$ 3,293.70	\$ 3,376.18	\$ 3,462.32	\$ 3,550.30	\$ 3,640.11	\$ 3,731.76	\$ 3,825.23
	Hourly	\$ 17.17	\$ 17.62	\$ 18.06	\$ 18.53	\$ 19.00	\$ 19.48	\$ 19.97	\$ 20.48	\$ 21.00	\$ 21.53	\$ 22.07
	Annual	\$ 35,719.27	\$ 36,643.05	\$ 37,566.82	\$ 38,534.59	\$ 39,524.35	\$ 40,514.10	\$ 41,547.85	\$ 42,603.59	\$ 43,681.33	\$ 44,781.06	\$ 45,902.79
Lead Mechanic	Monthly	\$ 5,047.77	\$ 5,176.07	\$ 5,306.20	\$ 5,440.00	\$ 5,575.64	\$ 5,716.77	\$ 5,859.74	\$ 6,008.20	\$ 6,158.50	\$ 6,312.46	\$ 6,470.09
	Hourly	\$ 29.12	\$ 29.86	\$ 30.61	\$ 31.38	\$ 32.17	\$ 32.98	\$ 33.81	\$ 34.66	\$ 35.53	\$ 36.42	\$ 37.33
	Annual	\$ 60,573.20	\$ 62,112.83	\$ 63,674.45	\$ 65,280.05	\$ 66,907.66	\$ 68,601.24	\$ 70,316.82	\$ 72,098.39	\$ 73,901.95	\$ 75,749.50	\$ 77,641.03
Maintenance Worker I	Monthly	\$ 3,486.15	\$ 3,572.29	\$ 3,662.11	\$ 3,755.58	\$ 3,850.89	\$ 3,948.04	\$ 4,047.01	\$ 4,151.49	\$ 4,255.96	\$ 4,362.27	\$ 4,472.24
	Hourly	\$ 20.11	\$ 20.61	\$ 21.13	\$ 21.67	\$ 22.22	\$ 22.78	\$ 23.35	\$ 23.95	\$ 24.55	\$ 25.17	\$ 25.80
	Annual	\$ 41,833.78	\$ 42,867.53	\$ 43,945.27	\$ 45,066.99	\$ 46,210.71	\$ 47,376.43	\$ 48,564.14	\$ 49,817.83	\$ 51,071.52	\$ 52,347.21	\$ 53,666.89
Maintenance Worker II	Monthly	\$ 4,294.45	\$ 4,402.59	\$ 4,512.56	\$ 4,628.04	\$ 4,743.51	\$ 4,864.48	\$ 4,985.45	\$ 5,111.92	\$ 5,240.22	\$ 5,372.19	\$ 5,507.82
	Hourly	\$ 24.78	\$ 25.40	\$ 26.03	\$ 26.70	\$ 27.37	\$ 28.06	\$ 28.76	\$ 29.49	\$ 30.23	\$ 30.99	\$ 31.78
	Annual	\$ 51,533.41	\$ 52,831.09	\$ 54,150.77	\$ 55,536.43	\$ 56,922.10	\$ 58,373.74	\$ 59,825.39	\$ 61,343.02	\$ 62,882.64	\$ 64,466.25	\$ 66,093.85
PW - Working Supervisor	Monthly	\$ 5,515.15	\$ 5,654.45	\$ 5,797.42	\$ 5,944.05	\$ 6,092.51	\$ 6,246.47	\$ 6,402.27	\$ 6,561.73	\$ 6,728.52	\$ 6,897.15	\$ 7,071.27
	Hourly	\$ 31.82	\$ 32.62	\$ 33.45	\$ 34.29	\$ 35.15	\$ 36.04	\$ 36.94	\$ 37.86	\$ 38.82	\$ 39.79	\$ 40.80
	Annual	\$ 66,181.83	\$ 67,853.42	\$ 69,569.01	\$ 71,328.58	\$ 73,110.14	\$ 74,957.69	\$ 76,827.23	\$ 78,740.77	\$ 80,742.28	\$ 82,765.78	\$ 84,855.27
Operator in Training	Monthly	\$ 3,940.70	\$ 4,039.68	\$ 4,140.49	\$ 4,246.80	\$ 4,353.10	\$ 4,463.08	\$ 4,574.88	\$ 4,690.35	\$ 4,807.66	\$ 4,930.46	\$ 5,055.10
	Hourly	\$ 22.73	\$ 23.31	\$ 23.89	\$ 24.50	\$ 25.11	\$ 25.75	\$ 26.39	\$ 27.06	\$ 27.74	\$ 28.44	\$ 29.16
	Annual	\$ 47,288.45	\$ 48,476.16	\$ 49,685.86	\$ 50,961.55	\$ 52,237.24	\$ 53,556.92	\$ 54,898.59	\$ 56,284.25	\$ 57,691.91	\$ 59,165.55	\$ 60,661.18
Operator II	Monthly	\$ 5,273.21	\$ 5,407.01	\$ 5,542.65	\$ 5,681.95	\$ 5,824.91	\$ 5,971.54	\$ 6,121.84	\$ 6,275.80	\$ 6,433.43	\$ 6,596.56	\$ 6,761.51
	Hourly	\$ 30.42	\$ 31.19	\$ 31.98	\$ 32.78	\$ 33.61	\$ 34.45	\$ 35.32	\$ 36.21	\$ 37.12	\$ 38.06	\$ 39.01
	Annual	\$ 63,278.54	\$ 64,884.15	\$ 66,511.75	\$ 68,183.34	\$ 69,898.93	\$ 71,658.50	\$ 73,462.05	\$ 75,309.60	\$ 77,201.14	\$ 79,158.66	\$ 81,138.18
Operator III	Monthly	\$ 5,953.21	\$ 6,105.34	\$ 6,259.30	\$ 6,416.93	\$ 6,580.06	\$ 6,745.02	\$ 6,915.48	\$ 7,087.77	\$ 7,265.56	\$ 7,448.85	\$ 7,635.80
	Hourly	\$ 34.35	\$ 35.22	\$ 36.11	\$ 37.02	\$ 37.96	\$ 38.91	\$ 39.90	\$ 40.89	\$ 41.92	\$ 42.97	\$ 44.05
	Annual	\$ 71,438.55	\$ 73,264.10	\$ 75,111.65	\$ 77,003.19	\$ 78,960.71	\$ 80,940.23	\$ 82,985.73	\$ 85,053.22	\$ 87,186.70	\$ 89,386.16	\$ 91,629.62
Chief Plant Operator	Monthly	\$ 7,500.17	\$ 7,688.96	\$ 7,881.41	\$ 8,079.36	\$ 8,280.98	\$ 8,489.93	\$ 8,702.54	\$ 8,922.49	\$ 9,144.27	\$ 9,373.38	\$ 9,607.99
	Hourly	\$ 43.27	\$ 44.36	\$ 45.47	\$ 46.61	\$ 47.77	\$ 48.98	\$ 50.21	\$ 51.48	\$ 52.76	\$ 54.08	\$ 55.43
	Annual	\$ 90,002.01	\$ 92,267.46	\$ 94,576.90	\$ 96,952.32	\$ 99,371.73	\$ 101,879.11	\$ 104,430.49	\$ 107,069.85	\$ 109,731.20	\$ 112,480.52	\$ 115,295.84
Administrative Assistant/ Community Development	Monthly	\$ 4,981.78	\$ 5,108.25	\$ 5,234.72	\$ 5,366.69	\$ 5,502.32	\$ 5,641.62	\$ 5,782.75	\$ 5,927.55	\$ 6,076.02	\$ 6,228.15	\$ 6,383.94
	Hourly	\$ 28.74	\$ 29.47	\$ 30.20	\$ 30.96	\$ 31.74	\$ 32.55	\$ 33.36	\$ 34.20	\$ 35.05	\$ 35.93	\$ 36.83
	Annual	\$ 59,781.40	\$ 61,299.03	\$ 62,816.66	\$ 64,400.27	\$ 66,027.87	\$ 67,699.46	\$ 69,393.05	\$ 71,130.62	\$ 72,912.19	\$ 74,737.74	\$ 76,607.29

Pay Scale as of 7/1/25 for non-represented employees

		Step										
		1	2	3	4	5	6	7	8	9	10	11
City Clerk	Monthly	\$ 5,364.86	\$ 5,500.49	\$ 5,639.79	\$ 5,780.92	\$ 5,925.72	\$ 6,074.18	\$ 6,226.31	\$ 6,382.11	\$ 6,543.40	\$ 6,706.53	\$ 6,875.15
	Hourly	\$ 30.95	\$ 31.73	\$ 32.54	\$ 33.35	\$ 34.19	\$ 35.04	\$ 35.92	\$ 36.82	\$ 37.75	\$ 38.69	\$ 39.66
	Annual	\$ 64,378.27	\$ 66,005.88	\$ 67,677.47	\$ 69,371.05	\$ 71,108.63	\$ 72,890.19	\$ 74,715.75	\$ 76,585.29	\$ 78,520.82	\$ 80,478.34	\$ 82,501.85
Accounting Technician	Monthly	\$ 4,981.78	\$ 5,108.25	\$ 5,234.72	\$ 5,366.69	\$ 5,502.32	\$ 5,641.62	\$ 5,782.75	\$ 5,927.55	\$ 6,076.02	\$ 6,228.15	\$ 6,383.94
	Hourly	\$ 28.74	\$ 29.47	\$ 30.20	\$ 30.96	\$ 31.74	\$ 32.55	\$ 33.36	\$ 34.20	\$ 35.05	\$ 35.93	\$ 36.83
	Annual	\$ 59,781.40	\$ 61,299.03	\$ 62,816.66	\$ 64,400.27	\$ 66,027.87	\$ 67,699.46	\$ 69,393.05	\$ 71,130.62	\$ 72,912.19	\$ 74,737.74	\$ 76,607.29
Public Works Director	Monthly	\$ 8,858.34	\$ 9,081.95	\$ 9,311.06	\$ 9,545.67	\$ 9,785.78	\$ 10,031.38	\$ 10,282.49	\$ 10,540.93	\$ 10,804.86	\$ 11,076.13	\$ 11,354.73
	Hourly	\$ 51.11	\$ 52.40	\$ 53.72	\$ 55.07	\$ 56.46	\$ 57.87	\$ 59.32	\$ 60.81	\$ 62.34	\$ 63.90	\$ 65.51
	Annual	\$ 106,300.03	\$ 108,983.38	\$ 111,732.71	\$ 114,548.02	\$ 117,429.31	\$ 120,376.59	\$ 123,389.86	\$ 126,491.10	\$ 129,658.33	\$ 132,913.53	\$ 136,256.72
Customer Service Rep	Monthly	\$ 3,352.35	\$ 3,436.66	\$ 3,522.81	\$ 3,612.62	\$ 3,704.26	\$ 3,797.74	\$ 3,893.05	\$ 3,992.02	\$ 4,092.83	\$ 4,197.31	\$ 4,303.62
	Hourly	\$ 19.34	\$ 19.83	\$ 20.32	\$ 20.84	\$ 21.37	\$ 21.91	\$ 22.46	\$ 23.03	\$ 23.61	\$ 24.22	\$ 24.83
	Annual	\$ 40,228.17	\$ 41,239.93	\$ 42,273.67	\$ 43,351.41	\$ 44,451.14	\$ 45,572.87	\$ 46,716.59	\$ 47,904.30	\$ 49,114.00	\$ 50,367.70	\$ 51,643.38
Administrative Analyst	Monthly	\$ 6,057.69	\$ 6,209.82	\$ 6,365.61	\$ 6,525.07	\$ 6,690.03	\$ 6,856.83	\$ 7,029.12	\$ 7,206.91	\$ 7,386.53	\$ 7,571.65	\$ 7,762.27
	Hourly	\$ 34.95	\$ 35.83	\$ 36.72	\$ 37.64	\$ 38.60	\$ 39.56	\$ 40.55	\$ 41.58	\$ 42.61	\$ 43.68	\$ 44.78
	Annual	\$ 72,692.24	\$ 74,517.80	\$ 76,387.34	\$ 78,300.87	\$ 80,280.39	\$ 82,281.90	\$ 84,349.40	\$ 86,482.87	\$ 88,638.35	\$ 90,859.80	\$ 93,147.25
Administrative Services Officer	Monthly	\$ 7,572.11	\$ 7,762.27	\$ 7,957.01	\$ 8,156.34	\$ 8,362.54	\$ 8,571.03	\$ 8,786.40	\$ 9,008.63	\$ 9,233.16	\$ 9,464.56	\$ 9,702.84
	Hourly	\$ 43.69	\$ 44.78	\$ 45.91	\$ 47.06	\$ 48.25	\$ 49.45	\$ 50.69	\$ 51.97	\$ 53.27	\$ 54.60	\$ 55.98
	Annual	\$ 90,865.30	\$ 93,147.25	\$ 95,484.18	\$ 97,876.09	\$ 100,350.49	\$ 102,852.38	\$ 105,436.74	\$ 108,103.59	\$ 110,797.93	\$ 113,574.76	\$ 116,434.06
Administrative Services Officer	Monthly	\$ 7,572.11	\$ 7,950.14	\$ 8,348.79	\$ 8,768.07	\$ 9,205.67	\$ 9,437.07	\$ 9,673.05	\$ 9,915.91	\$ 10,165.64	N/A	N/A
	Hourly	\$ 43.69	\$ 45.87	\$ 48.17	\$ 50.58	\$ 53.11	\$ 54.44	\$ 55.81	\$ 57.21	\$ 58.65	N/A	N/A
	Annual	\$ 90,865.30	\$ 95,401.70	\$ 100,185.53	\$ 105,216.80	\$ 110,468.02	\$ 113,244.84	\$ 116,076.65	\$ 118,990.93	\$ 121,987.70	N/A	N/A
GFE**	Annual	\$ 90,865.30	\$ 95,401.70	\$ 100,185.53	\$ 105,216.80	\$ 110,468.02	\$ 113,244.84	\$ 116,076.65	\$ 118,990.93	\$ 121,987.70	N/A	N/A



Staff Report to City Council

FOR THE JUNE 25, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Waste Water Treatment Plant Laboratory Services – 49er Water Services

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$200,000	Fund(s): 560
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RECOMMENDED ACTION: Adopt Resolution __-2025 authorizing the City Manager to enter into a contract with 49er Water Services for Waste Water Laboratory services for a three-year term with an option to extend the agreement for two additional years, and an amount not to exceed \$200,000.

Summary/Background

The City of Colfax Wastewater Treatment Plant has contracted with 49er Water Services for required laboratory testing since 2017 to ensure compliance with NPDES permit requirements. With the current service contract now expired, staff recommends renewing the agreement with 49er Water Services due to their in-depth knowledge of the facility, flexibility in sampling, consistent performance, and familiarity with permit regulations. The proposed agreement is for a three-year term, with the option to extend for an additional two years.

Fiscal Impact

The initial 3-year term will result in an amount not to exceed \$200,000.00 budgeted in the Sewer Fund 560. Any future changes to the City’s permit requirements may result in additional expenses.

Attachments:

1. Resolution __-2025
2. Agreement for Services

City of Colfax

City Council

Resolution No. __-2025

APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH 49ER WATER LAB SERVICES FOR A THREE-YEAR TERM WITH AN OPTION TO EXTEND THE AGREEMENT FOR TWO ADDITIONAL YEARS AND AN NOT TO EXCEED AMOUNT OF \$200,000.

WHEREAS, The City of Colfax Wastewater Treatment Plant has contracted with 49er Water Services for required laboratory testing since 2017 to ensure compliance with NPDES permit requirements; and,

WHEREAS, the current service contract has expired, staff recommends renewing the agreement with 49er Water Services based on their in-depth knowledge of the facility, sampling flexibility, consistent service, and familiarity with permit regulations; and,

WHEREAS, the proposed agreement is for a three-year term, with the option to extend the agreement for a two additional years.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to execute an agreement with 49er Water Lab Services for a three-year term with an option to extend the agreement for two additional years, and an not to exceed amount of \$200,000.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on June 25, 2025, by the following vote of the Council:

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

ATTEST:

Amanda Ahre, City Clerk

Sean Lomen, Mayor

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of Colfax / 49er Water Lab Company)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Colfax, a California municipal corporation (“City”), and 49er Water Services, a California corporation (“Consultant”) (collectively, “parties”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Lab Testing Services.**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under California Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 2.4. CITY has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by City shall not operate as a waiver or release. Consultant represents and warrants to City that (a) it has all licenses, permits, qualifications, insurance and approvals of whatever nature which are legally required for Consultant to practice its profession, and (b) it shall, at its sole cost, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall indemnify and hold harmless the City from and against any and all claims or expenses caused or occasioned directly or indirectly by Consultant’s failure to so perform.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s **5/31/2025** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Matt Anderson, Chief Plant Operator. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.
- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Two Hundred Thousand Dollars (\$200,000).
- 3.5. “Commencement Date”: 6/25/2025
- 3.6. “Termination Date”: 6/25/2028

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator. All changes and/or extra work shall be performed and paid for in accordance with the following:
- 5.2.1. Only the City **Manager** or City Council may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the Council's or City **Manager's** authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.
 - 5.2.2. If the Consultant is of the opinion that any work s/he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, s/he shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, it shall provide extra compensation to the Consultant on a fair and equitable basis. A Supplemental Agreement providing for such compensation for extra work shall be negotiated between the City and the Consultant. Such Supplemental Agreement shall be executed by the Consultant and be approved by the City Manager.
 - 5.2.3. In the event City determines that such work does not constitute extra work, Consultant shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council as long as a written appeal is submitted to the City Manager within five (5) days after the staff's determination is received by the Consultant. Said written appeal shall include a description of each and every ground upon which Consultant challenges the staff's determination. The City Council's decision shall be final.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of California Government Code Section 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). Consultant shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.
- 5.7. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.8. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Matt Anderson, Chief Plant Operator** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.9. **Prevailing Wages.** This Agreement is subject to the Prevailing Wage Laws, as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under state law. In particular, Consultant acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.10. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

- 5.11. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Consultant's performance of this Agreement including, but not limited to, professional licenses and permits.
- 5.12. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.13. **Inspection Services.** In the event Consultant will perform inspection services, City or authorized representatives of the City shall have the right to inspect the work of such services whenever such representatives may deem such inspection to be desirable or necessary. Inspections by the City do not in any way relieve or minimize the responsibility of Consultant to conduct the inspections Consultant has expressly agreed to perform pursuant to this agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and acceptability of each inspection of improvement or construction which Consultant agrees to inspect hereunder.
- 5.14. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subconsultant shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be

approved by the Agreement Administrator in writing as an amendment to this Agreement.

- 6.4. **Compensation for Subconsultants.** City shall pay Consultant for work performed by its subconsultants, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept payment in accordance with the Approved Fee Schedule, Exhibit B in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. The City will seek to pay the invoice within 30 days of receipt and processing.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including, but not limited to, the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, including without limitation copies thereof, digital originals, and digital copies (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of the City or that it or they have the power to bind or commit the City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.

- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the negligence or willful misconduct of the City. Subconsultant’s obligation to defend any indemnified parties from claims covered by professional liability shall mean subconsultant’s legal obligation is to reimburse the indemnified parties for their reasonable defense costs to the extent caused by subconsultant’s negligence.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of City’s choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

11.7 **Indemnification by Subconsultants.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subconsultant or any other person or entity involved in the performance of this Agreement on Consultant’s behalf.

11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant’s indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

12.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require all of its subconsultants, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Wastewater Treatment Plant Lab Testing.
- Documentation of Best’s rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

Professional Liability Insurance:	\$1,000,000 per occurrence \$2,000,000 aggregate
General Liability:	\$1,000,000 per occurrence \$2,000,000 aggregate \$2,000,000 Products Comp/Op Aggregate \$1,000,000 Personal & Advertising Injury \$ 50,000 Fire Damage (any one fire)

	\$ 5,000 Medical Expense (any 1 person)
Workers' Compensation:	\$1,000,000 EL Each Accident \$1,000,000 EL Disease - Policy Limit \$1,000,000 EL Disease - Each Employee
Automobile Liability	\$1,000,000 Any vehicle, combined single limit

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than Insurance Services Office (ISO) Form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker’s Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9).
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement. In the event Consultant's policy is a "claims made" policy only covering those claims made during the policy period, then Consultant agrees to maintain the professional liability insurance required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the

- contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of the City of Colfax must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Colfax, Attn: Amanda Ahre, City Clerk 33 S. Main Street, Colfax, CA 95713.
- 12.12. **Consultant’s Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing); or (iii) the day of delivery if emailed to the email address listed below and simultaneously deposited in the U.S. mail, postage prepaid, to the address(es) listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Ron Walker
City of Colfax
City Manager
33 S. Main Street
Colfax, CA 95713
Telephone: (530) 346-2313
Facsimile: 530-346-6214
Email: city.manager@colfax-ca.gov

If to Consultant:

Shane Burr
CEO
49er Water Laboratory
245 New Ranch Road, Suite A
Jackson, CA 95642
Telephone: (209) 418-3175
Email: shane@49erwaterlab.com

With courtesy copy to:

Conor W. Harkins, City Attorney
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091
Phone (530) 432-7357
Email: CHarkins@chwlaw.us

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.11 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

16.1. **City Termination.** The City may, in its sole and unfettered discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the services required. Notice of Termination of this Agreement shall be given in writing to Consultant and shall be sufficient and complete when same is emailed to Consultant and simultaneously deposited in the United States mail postage prepaid and certified, addressed as set forth in Section 14 of this Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by Consultant. If City should terminate this Agreement, the Consultant shall be compensated for all work satisfactorily performed prior to time of receipt of termination notice, and shall be compensated for materials ordered by the Consultant or his/her employees, or services of others ordered by the Consultant or his/her employees prior to receipt of Notice of Termination whether or not such materials or final instruments of services of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the

Consultant in the event of termination by the City shall be determined by the **City Manager** in accordance with the percentage of project completed. In the event that this Agreement is terminated pursuant to this Section 16.1, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by the City pursuant hereto.

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement upon thirty (30) days written notice to the City only for good cause. Consultant's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. In the event of termination, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of the City's last payment shall be relinquished to the City. The City may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.
- 16.3. **Consultant Failure to Perform.** Should the Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. Consultant shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by City by virtue of the Consultant's breach of this Agreement.
- 16.4. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.5. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to

the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

- 17.3. **Headings.** The headings and captions appearing at the commencement of the Sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or Subsection thereof at the head of which it appears, the language of the Section or Subsection shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement except as noted in Sections 5 and 9, above.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultant to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of

this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now

or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be in the Superior Court of California for the County of Marin and Consultant hereby consents to jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Colfax

“Consultant”
49er Water Services

By: _____
Signature

By: _____
Signature

Printed: Ron Walker
Title: City Manager
Date: _____

Printed: Shane Burr
Title: CEO
Date: _____

Attest:

By: _____
Amanda Ahre,
City Clerk
Date: _____

Approved as to form:

By: _____
Conor W. Harkins,
City Attorney
Date: _____

WORKER’S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker’s Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date: _____

Signature

Printed Name

Title

EXHIBIT A
(Scope of Services)

To provide laboratory and courier services in compliance with current and future National Pollutant Discharge Elimination System (NPDES) permit requirements for the City of Colfax Wastewater Treatment Plant.

Service Details:

- Laboratory sampling and monitoring will be provided **seven days a week, 365 days a year**.
- **ELAP-certified contract laboratories** will be utilized for any analysis not available in-house.
 - 49er Water Lab will subcontract to an ELAP-certified laboratory for any testing we are not certified to perform internally.
- All laboratory analysis reports will include **quality control (QC)** data consistent with NELAP standards, including method blanks, LCS/LCSD, MS, MSD, and duplicate analyses.
- All **sample containers, labels, chain of custody (COC) forms, and ice chests (if needed)** will be provided at no additional charge.
- **Immediate phone or email notification** will be provided if test results appear abnormal prior to final reporting—for example, positive results in the presumptive phase of bacteriological testing.
- Final reports will be delivered electronically in **PDF, CSV, XLS, or other requested formats**.

EXHIBIT B
(Approved Fee Schedule)

City of Colfax Wastewater Treatment Facility NPDES Order R5-2013-0045								
Attachment "B" Price Quote Form								
Monitoring Location	Analysis	Composite/Grab	Frequency	#/year	Cost/unit	Cost/year	Contracted Lab	Analytical Method
Influent INF-001								
	Biological Oxygen Demand	C	Weekly	52	40	2080	49er	SM 5210
	Total Suspended Solids	C	Weekly	52	25	1300	49er	SM 2540D
Effluent EFF-001								
	Biological Oxygen Demand	C	Weekly	52	40	2080	49er	SM 5210
	Total Suspended Solids	C	Weekly	52	20	1040	49er	SM 2540D
	Ammonia Nitrogen, Total (as N)	G	Weekly	52	30	1560	Cranmer	SM 4500NH3-C
	Nitrate + Nitrite, Total (as N)	G	Weekly	52	50	2600	Cranmer	EPA 300.0
	Settleable Solids	G	Weekly	52	15	780	49er	SM 2540E
	Dissolved Oxygen	G	3X Week	156	0	0	49er	SM 4500O
	pH	G	3X Week	156	0	0	49er	SM 4500H+
	Temperature	G	3X Week	156	0	0	49er	temp
	Total Coliform 15 Tube	G	3X Week	156	40	6240	49er	SM 9221C,E
	Arsenic	G	Monthly	12	20	240	Cranmer	EPA 200.8
	Electrical Conductivity @ 25 ^c	G	Monthly	12	15	180	49er	SM 2510B
	Hardness (CaCO ₃)	G	Monthly	12	25	300	49er	SM 3450C
	Total Dissolved Solids	G	Monthly	12	25	300	49er	SM 2540C
	*Priority Pollutants	C	Quarterly	4	4325	17300	multiple labs	multiple
	*Acute Toxicity	C	1st & 3rd Qtr	2	350	700	49er	EPA 821-R-012
	*Chronic Toxicity (3 Species)	C	1st & 3rd Qtr	2		0	49er	EPA 1000-1003
	*Standard Minerals	G	Annual	1	175	175	49er	multiple
Receiving Waters (RSW-001U)								
	Dissolved Oxygen	G	Weekly	52	0	0	49er	SM 4500O
	Dissolved Oxygen % Saturation	G	Weekly	52	0	0	49er	SM 4500O
	pH	G	Weekly	52	0	0	49er	SM 4500H+
	Temperature, Deg. Fahrenheit	G	Weekly	52	0	0	49er	temp
	Turbidity	G	Weekly	52	20	1040	49er	SM 2130
	*Priority Pollutants	G	Quarterly	4	4325	17300	multiple labs	multiple
Receiving Waters (RSW-002D) Note that priority pollutants is not required on R2								
	Dissolved Oxygen	G	Weekly	52	0	0	49er	SM 4500O
	Dissolved Oxygen % Saturation	G	Weekly	52	0	0	49er	SM 4500O
	pH	G	Weekly	52	0	0	49er	SM 4500H+
	Temperature, Deg. Fahrenheit	G	Weekly	52	0	0	49er	temp
	Turbidity	G	Weekly	52	20	1040	49er	SM 2130
Pond 1 (PND-001)								
	pH	G	Weekly	52	0	0	49er	SM 4500H+
	Dissolved Oxygen	G	Weekly	52	0	0	49er	SM 4500O
Pond 2 (PND-002)								
	pH	G	Weekly	52	0	0	49er	SM 4500H+
	Dissolved Oxygen	G	Weekly	52	0	0	49er	SM 4500O
Pond 3 (PND-003)								
	pH	G	Weekly	52	0	0	49er	SM 4500H+
	Dissolved Oxygen	G	Weekly	52	0	0	49er	SM 4500O

Professional Services Agreement – Consultant
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Approved for Use: 1/1/2025

Domestic Water Supply (SPL-001)								
	Total Dissolved Solids	G	Annual	1	15	15	49er	SM 2540C
	Electrical Conductivity @ 25c	G	Annual	1	15	15	49er	SM 2510B
	*Standard Minerals	G	Annual	1	175	175	49er	multiple
Biosolids (BIO-001)								
	*Percent Solids	G	Annual	1	15	15	49er	SM 2540F
	*Title 22 Metals	G	Annual	1	125	125	cranmer	EPA 200.8/245.1
	*Priority Pollutants	G	Annual	1	825	825	CLS	multiple
Sample Pick-up								
	Courier/Sampler Service		3x Week	156	30	4680	49er	NA
*All analysis must be done pursuant to the NPDES Permit requirements. Read requirements carefully.								
Pollutants shall be analyzed using the analytical methods described in 40 CFR Part 136;								
Or by methods approved by the Central Valley Water Board or the State Water Board.								
Sample totals are estimates only as permit requirements may change.								

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

1. No City councilmember or commissioner shall accept, solicit, or direct a contribution of more than \$500 from any party,¹ financially interested participant,² or agent³ while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by the City. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a City proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any councilmember or commissioner by the party, or agent, during the preceding 12 months. No party to or participant in a City proceeding shall make a contribution of more than \$500 to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City. No agent to a party or participant shall make a contribution in any amount to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City.

3. Prior to rendering a decision on a City proceeding, any councilmember or commissioner who received contribution of more than \$500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any councilmember or commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, that councilmember or commissioner shall be permitted to participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.² "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

³ "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the City for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than \$500 has been made by you or your agent to a councilmember or commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current City councilmembers and commissioners are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

Name and address of any party, participant, or agent who has contributed more than \$500 to any councilmember or commissioner within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

- Date _____ Amount \$ _____
- Date _____ Amount \$ _____
- Date _____ Amount \$ _____

(c) Name of councilmember or commissioner to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is provided to the best of my knowledge.

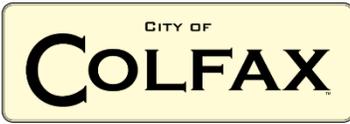
Printed Name _____

Signature _____

Date _____ Phone _____

To be completed by City:

Document No: _____



Staff Report to City Council

FOR THE JUNE 25, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Jim Fletter, Senior Engineer Wood Rodgers, Inc.
Subject: WWTP Solar System Project Acceptance

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: N/A	Fund(s): 575
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RECOMMENDED ACTION: Adopt Resolution __-2025 authorizing the City Manager to execute and record a Notice of Completion for the Solar System and release all remaining retention, Project No. 68-2020.

Summary/Background

The City of Colfax entered into a Construction Grant Agreement with the State Water Resources Control Board (Water Board) in 2021 for the construction of the Solar, Algae Reduction, and I&I Mitigation Projects. Holt Renewables (Holt) was the contractor awarded to design and build the Solar System Project (Project). The Project has been deemed by City staff and its representatives as complete.

The Project consisted of installation of a 492-kilowatt solar array that will offset electrical supply from PG&E to power the City wastewater treatment plant. Holt began designing the system in February 2021 and began construction April 2022. Construction was substantially completed March 2023. PG&E was scheduled to provide interconnection of the solar system with the energy grid no later than August 2023; however, actual interconnection was completed on May 29, 2025.

As mentioned above, the entire Project is funded through a Clean Water State Revolving Fund Grant. The original Project cost, at bid award, was \$1,620,725.21. Five change orders were issued totaling \$230,724.04 for an overall Project cost of \$1,851,449.25. These additional costs have been reimbursed by the Water Board.

At this time, Holt has completed all work related to the Solar System to the satisfaction of City staff and City representatives. City staff recommend that City Council accept the Solar System Project as complete and direct the City Clerk to file a Notice of Completion with the Placer County Recorder.

Fiscal Impacts

The construction costs billed to date have been reimbursed by the State through the amended CWSRF funding Agreement No. D2101007 executed between the City and SWRCB in October 2023. City staff expect that the State will reimburse the City the remaining retention payment still owed to Holt.

Attachments:

1. Resolution __-2025
2. Notice of Completion

City of Colfax

City Council

Resolution No. ___-2025

AUTHORIZING THE CITY MANAGER TO EXECUTE AND RECORD A NOTICE OF COMPLETION FOR THE SOLAR SYSTEM PROJECT, PROJECT NO. 68-2020

WHEREAS, On June 8, 2023, the City awarded a contract to Holt Renewables for design and construction of a solar system, through a project titled Design/Build Solar System for Colfax WWTP, Project No. 68-2020; and,

WHEREAS, the Project was completed on June 13, 2025; and,.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax accepts the Project as complete and authorizes the City Manager to execute and record a Notice of Completion in the form attached to this Resolution.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 25th day of June 2025 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sean Lomen, Mayor

ATTEST:

Amanda Ahre, City Clerk

Recording requested by (name):
City of Colfax

When recorded mail to
and mail tax statements to:
City of Colfax

PO Box 702

Colfax, CA 95713

Recorder's Use Only

No Fee Per Gov Code § 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by the City of Colfax
2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the title of stated owner, or if more than one owner, then of the stated owner and co-owners is: Municipal Corporation (e.g. fee leasehold, joint tenancy, etc.).
4. That on the 25th day of June, 2025, a work of improvement on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was: Holt Renewables
6. That the name and address of the transferor is: N/A
7. That the real property herein referred to is situated in the City of Colfax, County of Placer, State of California and is described as follows:
a 481-kilowatt direct current ground mount solar power collection system at the City's wastewater treatment plant

Date: June 25, 20 25

City of Colfax
Owner

By Ron Walker
Owner's Agent

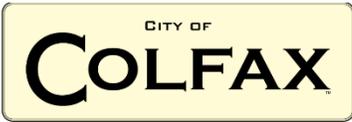
VERIFICATION

I, Ron Walker, state: I am the City Manager, Authorized Agent ("Owner", "President", "Authorized Agent", "Partner", etc.) of the owner identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing to true and correct.

Executed on June 25, 20 25 (date), at City of Colfax (City), CA (State).

Signature of Owner or Owner's Authorized Agent



Staff Report to City Council

FOR THE JUNE 25, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Shanna Stahl, Administrative Services Officer
Subject: Fiscal Year 2025-2026 Sewer Service Charges

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Discuss and Adopt Resolution __-2025 establishing sewer service charges for Fiscal Year 2025/2026, effective July 1, 2025.

Summary/Background

In May of 2024, the City Council, after due notice, public hearing, and protests heard and received in an open and public meeting adopted and approved the City of Colfax Wastewater Rate Study prepared by Hansford Economic Consulting LLC (HEC) relating to the Sewer Service Charges for Fiscal Years 2024-2025 through 2028-2029. The City Council adopted a maximum of 3% increase to be reviewed and adjusted on an annual basis through the fiscal year 2028-2029. The Sewer Service Charges for fiscal year 2024-2025 were adopted by Resolution 26-2024 and are reflected below. Calculations for 1%, 2% or the maximum 3% are calculated below for Council review and approval.

# EDU's	Adopted Monthly Rate Fiscal Year 2024/2025	1% Increase 2025/2026	2% Increase 2025/2026	Maximum 3% Fiscal Year 2025/2026
1.00	\$ 145.93	\$ 147.39	\$ 148.85	\$ 150.31
1.20	\$ 175.12	\$ 176.87	\$ 178.62	\$ 180.37
1.30	\$ 189.71	\$ 191.61	\$ 193.51	\$ 195.40
1.40	\$ 204.30	\$ 206.35	\$ 208.39	\$ 210.43
1.50	\$ 218.90	\$ 221.09	\$ 223.28	\$ 225.46
1.60	\$ 233.49	\$ 235.83	\$ 238.16	\$ 240.49
1.70	\$ 248.08	\$ 250.56	\$ 253.05	\$ 255.53
1.80	\$ 262.68	\$ 265.30	\$ 267.93	\$ 270.56
1.90	\$ 277.27	\$ 280.04	\$ 282.82	\$ 285.59
2.00	\$ 291.86	\$ 294.78	\$ 297.70	\$ 300.62
2.10	\$ 306.46	\$ 309.52	\$ 312.59	\$ 315.65
2.20	\$ 321.05	\$ 324.26	\$ 327.47	\$ 330.68
2.30	\$ 335.64	\$ 339.00	\$ 342.36	\$ 345.71
2.40	\$ 350.24	\$ 353.74	\$ 357.24	\$ 360.74
2.50	\$ 364.83	\$ 368.48	\$ 372.13	\$ 375.77
2.60	\$ 379.42	\$ 383.22	\$ 387.01	\$ 390.80

Attachments:

1. Resolution __-2025

City of Colfax City Council

Resolution No. __-2025

ESTABLISHING SEWER SERVICE CHARGES FOR FISCAL YEAR 2025/2026

WHEREAS, The City has adopted Colfax Municipal Code Chapter 13.08, which provides for the implementation of Sewer Service Charges and their collection; and,

WHEREAS, under Colfax Municipal Code, section 13.08.160, the City Council shall annually review and amend the sewer service fee as necessary; and,

WHEREAS, City Council accepted a rate study on May 22, 2024 recommending a maximum 3% sewer service charge increase for fiscal years 2024/2025, 2025/2026, 2026/2027, 2027/2028, 2028/2029 to meet the three financial criteria described in the study; and,

WHEREAS, in accordance with the City’s 2024 rate study, the City Council has determined that a rate increase of __% is necessary to fund the City’s wastewater collection, treatment, and disposal services for FY 2025/2026; and,

WHEREAS, this resolution does not impose a rate increase within the meaning of Government Code section 53750, subdivision (h); and,

WHEREAS, the City Council hereby makes the following findings and determinations pursuant to the California Environmental Quality Act, Public Resources Code §21000 et seq (“CEQA”) and the Guidelines for Implementation of the California Environmental Quality Act published by the State of California Office of Planning and Research (“CEQA Guideline”):

1. Adopting this Resolution and the City’s Sewer Service Charges does not constitute a “Project” as that term is defined by or use in CEQA, the CEQA Guidelines or any court or attorney general opinion construing the same, that the provisions of CEQA and the CEQA Guidelines are not applicable.

2. Adopting this Resolution and the City’s Sewer Service Charges is covered, if at all, by Public Resources Code §21080(b)(8) and Section 15273 of the CEQA Guidelines which provide that CEQA does not apply to the establishment, modification, structuring, restructuring or approval of rates, tolls, fares or other charges by public agencies which the public agency finds are for the purpose (1) meeting operating expenses, including employee wage rates and fringe benefits, (2) purchasing or leasing supplies, equipment or materials, (3) meeting financial reserve needs and requirements, or (4) obtaining funds for capital projects necessary to maintain service within existing service areas. Adopting this Resolution and the City’s Sewer Service Charges is for the purpose (1) meeting operating expenses, including employee wage rates and fringe benefits, (2) purchasing or leasing supplies, equipment or materials, (3) meeting financial reserve needs and requirements, or (4) obtaining funds for capital projects necessary to maintain service within existing service areas.

3. Adopting this Resolution and the Sewer Service Charges fall within the “common sense” CEQA exemption provided in 14 CCR 15061(b)(3) in that CEQA applies only to projects which have the potential for causing a significant effect on the environment and, where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, the action is not subject to CEQA. In this case, it can be seen with certainty that that there is no possibility that the proposed rate adjustment may have a significant effect on the environment.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves a __% increase to the current sewer service charges for the fiscal year 2025/2026, effective July 1, 2025.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 25th day of June 2025, by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sean Lomen, Mayor

ATTEST:

Amanda Ahre, City Clerk