



City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

REGULAR MEETING AGENDA

February 25, 2026
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: By motion, approve the Consent Calendar.



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

February 25, 2026

2A. City Projects Report (Pages 4-6)

Recommended Action: Review and Comment.

2B. Quarterly Investment Report – Quarter Ended December 31, 2025 (Pages 7-12)

Recommended Action: Accept and File.

2C. Minutes – January 14, 2026, January 28, 2026, February 11, 2026 and February 12, 2026 Town Hall (Pages 13-30)

Recommended Action: Approve the Colfax City Council minutes dated January 14, 2026, January 28, 2026, February 11, 2026 and February 12, 2026 Town Hall.

2D. R3 Consulting for SB 1383 Agreement for Compliance Assistance and Other Solid Waste Consulting Support (Pages 31-62)

Recommended Action: Adopt Resolution __-2026 authorizing the City Manager to execute an agreement with R3 Consulting for SB1383 compliance assistance in an amount not-to-exceed \$78,000.

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

3 AGENCY REPORTS -

3A. Placer County Sheriff’s Office

3B. California Highway Patrol

3C. Placer County Fire Department/CALFIRE

3D. Caltrans

3E. Non-Profits

4 PRESENTATIONS (NONE)

5 PUBLIC HEARING

5A. Mitigation Impact Fees – Annual Report (Noticed 02/04/2026) (Pages 63-69)

Recommended Action: Conduct a public hearing, review annual report, consider public and staff comments, accept report and adopt Resolution ____-2026, Accepting and Approving the Annual AB 1600 Mitigation Fee Report and Making Findings Pursuant to Colfax Municipal Code Chapter 3.56 and the Mitigation Fee Act (Government Code §66000 et. Seq.).

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. February 12, 2026 Town Hall Meeting Recap (Pages 70-71)

Recommended Action: Accept Town Hall Meeting recap and open discussion for prioritizing and funding projects.

8B. Funding Request for Historic Colfax Downtown Association (Pages 72-74)

Recommended Action: Adopt Resolution _____-2026 authorizing the City Manager to make a donation in the amount of \$5,000.00 to the Historic Colfax Downtown Association.

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)**

ADJOURNMENT

I, Ron Walker, Interim 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/>

Ron Walker

Ron Walker, Interim 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.



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February 25, 2026



Staff Report to City Council

FOR FEBRUARY 25, 2026 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, which have either been completed or are in progress.

Week of February 1 - 7, 2026

City Manager

- Met with Mayor McCully.
- Met with the City Engineering, Building, and Planning staff to discuss I.T. needs to improve service.
- Met with Chief Plant Operator Matt Anderson to discuss the SCADA project.
- Met with City Maintenance Supervisor to discuss Park Maintenance projects.

Planning Department

- Drafted a Public/ Quasi Public Zoning District amendment to go to Council on March 25th. Came to staff's attention that four properties in the city are zoned Special Public Service District but this district does not exist in the Municipal Code. To be consistent with the General Plan the code and properties would be rezoned to Public/Quasi Public. Carl Moore was able to update the Zoning District map for this effort.
- Responded to additional request for information regarding the City's Municipal Services Review.
- Responded to zoning inquiries.
- Followed up in an email to Best Western asking to clarify materials for Design Review amendment.
- Responded to an inquiry from State Housing and Community Development.

Maintenance Department

- Met with a lock smith and had them replace the door handle and lock at the fire station off HW 174.
- Took the Arbor Park bench back to the Corp Yard and replaced the wood and painted everything.
- Took everything off the walls at the splash pad and ballpark and wiped down all the walls. Started stripping the old paint off the floors at the ball park getting ready to paint and epoxy the floors.
- Picked up piles of chairs and couches along ballpark.
- Removed dozens of stickers and removed a lot if graffiti from street signs, light poles and parks.
- Mowed the ballpark and the depot.

Wastewater Treatment Plant/Sewer

- No issues in collection system.
- Control Point onsite Tuesday and Thursday to clean up the wiring on the new and old PLCs.

- Control Point worked on New pond pump 2 install and wiring.
- Diverted due to NTU pump break. Ordered new pumps.
- Plant flows low this week.

Administrative Services

- Journal entries as needed.
- Oversee daily accounting including utility billing, cash receipts, accounts payable and payroll.

Engineering

- Emails, general coordination, weekly staff meeting.
- Colfax Hotel coordination.
- Sourcewell research and skatepark meetings.
- Assist with edits to zoning map.
- Assist with locating sewer to 454 Scholtz Ave.
- CDBG geotechnical report review
- Complaints.
- Assist PW staff with city projects.
- Sewer evals and encroachment permits.
- City-wide erosion control review and coordination.

Building/Code Enforcement

- 745 HWY 174: worked with the designer and the Fire Marshall to help restaurant owners open. Waiting on fire inspection.
- Sent 2nd notice to Best Western building owner to stop work and become compliant. Gave one week for compliance.
- Inspected the blocking added to the building at 9 Main St. to prevent collapse. Discussed future work on the building.
- Met with carpenter working on the Stairs and porch for 120 Pleasant. I inspected the framing and answered several questions about some of the issues with this project. Worked with carpenter to resolve fire rated elements.
- ARCO TESLA project: Met with electrical contractor and discussed potential issues with light poles.

Week of February 8 -14

City Manager

- Attended Tyler Training Meeting.
- Attended City Council Meeting.
- Met with Administrative Services Officer to discuss upcoming budget cycle.

Planning

- Started HCD Annual Progress Report.
- Drafted Entertainment District Ordinance amendment.
- Responded to zoning questions, approved an ABC license.
- Approved Best Western Administrative Design Review Permit with conditions.
- Reviewed SB 611 legislation.

Maintenance Department

- Set the bench back at Arbor Park and anchored it down.
- Cleared storm drain and filled in multiple potholes on Quinz Ln.
- Pressure washed and cleaned up urine at the Depot.
- Did a deep clean at the sheriff's office.
- Picked up and installed 2 new toilets and vanity's for the ball park restrooms.
- Picked up more couches, tables and love seats off of School St.
- Filled in potholes on S. Auburn St. and Canyon Way.

Wastewater Treatment Plant/Sewer

- No issues in collection system.
- As of this week we have completed all the physical aspects of installing the new SCADA system at the plant. We still have to run alarm checks and set point checks.
- Plant back online this week, new Effluent N.T.U. pump installed.
- Plant flows low this week.

Administrative Services

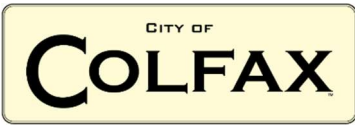
- I Went through the onboarding paperwork and filled it out. Got passwords for Fund Balance software and spent time going through the different modules.
- I worked with the consultant, Josette, who is performing the ASO functions and spent time going through the email and cleaning it up. I was introduced to the different document drives (City of Colfax – Documents, Finance – Documents and Human Resources – Documents) and familiarized myself with the different files.
- I completed the FY 2025-26, Q2 (12/31/2026) Disability Access & Education Fee Report 786 for SB 1186 and completed the 2025 Disability Access & Education Fund Annual Report.
- I worked with the consultant, Heather Ippoliti, going through the Finance Task Matrix on the accounting items that are handled weekly, monthly, quarterly and annually.
- Attended the 02/11/2026 City Council Meeting.

Engineering

- Emails, coordination, and staff meeting
- 325 Hunter Lane residential plan review
- Complaints
- Culver St. Infiltration Trench project construction coordination. Project completed 1/22/2026.
- CDBG plan review and coordination
- Sewer evaluations and encroachment permits
- Skatepark meetings and coordination
- City-wide erosion control review and coordination
- Coordinate with PW staff regarding corporation yard septic system

Building/Code Enforcement

- 745 HWY 174: worked with the designer and the Fire Marshall to help open the restaurant.
- Best Western building owner submitted application but no contractor information. Stop work is still in place.
- Worked with the City Engineer and the Plumber to locate and video inspect the lateral at 474 Scholtz.
- Organizing the share drive for the current jobs and starting to go back on older jobs.



Staff Report to City Council

FOR THE FEBRUARY 25, 2026, REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Heather Ippoliti, Senior Advisor, Regional Government Services
Subject: Quarterly Investment Report – Quarter ended December 31, 2025

Budget Impact Overview:

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

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

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

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

The City’s investment policy is authorized under the California Government Code, section 53600, et. seq. as it applies to the investment of public funds. The Government Code governs the City’s allowable investments, and the lengths of those investments. Our investment policy dictates that the City should have liquid short-term securities to meet six months of financial obligations. The budget for fiscal year 2025-26 reflects \$5.3M in annual operating expenditures; therefore, our target for liquid short-term securities would be \$2.65M.

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

- The investments held at December 31, 2025, conform to the City Investment Policy adopted by Resolution 15.2-2025.
- The composite yield of the City’s investment pool (US Bank and LAIF) to be the rate of 3.98% for the quarter ended December 31, 2025.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period January 1, 2026, through June 30, 2026.

Historically, due to fluctuations in fund balances, investment opportunities outside the corporate checking and LAIF accounts have been somewhat limited. Staff will continue to review opportunities, but at this time will continue with the current investment structure.

Attachments:

1. Analysis of Treasury Investment Pool
2. State of California – PMIA and LAIF Performance Report (QE 12/31/25)
3. State of California – PMIA Average Monthly Effective Yields

City of Colfax
Analysis of Treasury Investment Pool
Quarterly Analysis - FY 2025-26
Report Date: 12/31/25

Quarter Ended 12/31/25					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 10,980,906	98%	4.09%
Corporate Checking	US Bank	N/A	\$ 278,912	2%	0.19%
Total Investment Pool			\$ 11,259,817	100%	3.98%

Quarter Ended 9/30/25					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 11,187,393	97%	4.25%
Corporate Checking	US Bank	N/A	\$ 349,348	3%	0.19%
Total Investment Pool			\$ 11,536,741	100%	4.15%



PMIA/LAIF Performance Report as of 02/05/26



Quarterly Performance Quarter Ended 12/31/25

LAIF Apportionment Rate ⁽²⁾ :	4.20
LAIF Earnings Ratio ⁽²⁾ :	0.00011512010685708
LAIF Administrative Cost ^{(1)*} :	0.27
LAIF Fair Value Factor ⁽¹⁾ :	1.002181483
PMIA Daily ⁽¹⁾ :	3.97
PMIA Quarter to Date ⁽¹⁾ :	4.09
PMIA Average Life ⁽¹⁾ :	244

PMIA Average Monthly Effective Yields⁽¹⁾

January	3.931
December	4.025
November	4.096
October	4.150
September	4.212
August	4.251

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 12/31/25 \$162.6 billion

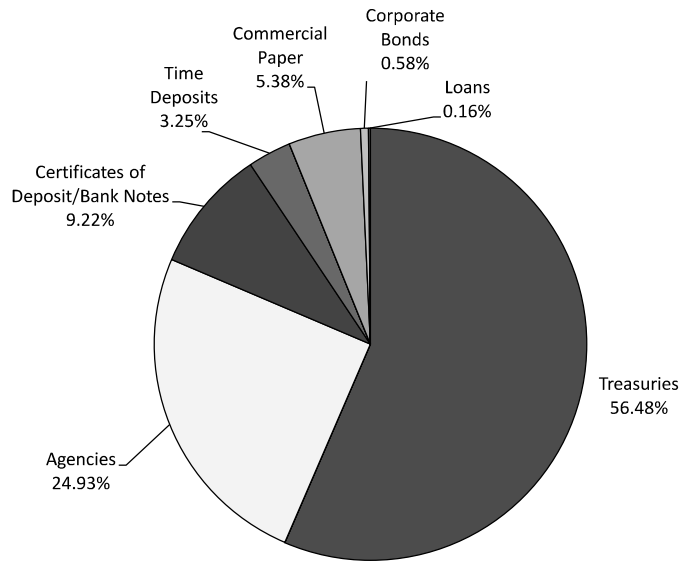


Chart does not include \$910,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1).

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

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

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California State Treasurer
Fiona Ma, CPA



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[Home](#) ->> [PMIA](#) ->> PMIA Average Monthly Effective Yields



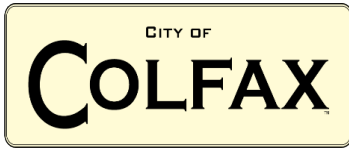
LOCAL AGENCY INVESTMENT FUND

PMIA Average Monthly Effective Yields

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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212
2022	0.234	0.278	0.365	0.523	0.684	0.861	1,090	1,276	1,513	1,772	2,007	2,173
2023	2,425	2,624	2,831	2,870	2,993	3,167	3,305*	3,434	3,534	3,670	3,843	3,929
2024	4,012	4,122	4,232	4,272	4,332	4,480	4,516	4,579	4,575	4,518	4,477	4,434
2025	4,366	4,333	4,313	4,281	4,272	4,269	4,258	4,251	4,212	4,150	4,096	4,025
2026	3,931											

* Revised



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

DRAFT MEETING MINUTES

January 14, 2026
Regular Session 6:00 PM

1 OPEN SESSION

1A. Call Open Session to Order

The January 14, 2026 Regular Meeting of the City of Colfax City Council was called to order at 6:05 p.m. by Mayor Lomen.

1B. Pledge of Allegiance

Roll Call

Present: Councilmembers Trinity Burruss, Kim Douglass, Larry Hillberg, Mayor Pro Tem Caroline McCully and Mayor Sean Lomen

Absent: None

1D. Approval of Agenda Order

Action: With a motion by Mayor Lomen and a second by Councilmember Burruss, Council approved the agenda order as amended with a 5-0 vote.

Agenda Order: Consent, Agency Reports, Item 4A, Item 5A, Item 8B, Item 8F, remainder of the agenda.

Ayes: Councilmembers Burruss, Douglass, Hillberg, Mayor Pro Tem McCully and Mayor Lomen

Noes: None

Abstain: None

Absent: None

1E. Statement of Conflict of Interest

No new conflicts were identified by the Council or the public.

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.



Action: With a motion by Councilmember Burruss and a second by Mayor Pro Tem McCully, Council approved the Consent Calendar except for Item 2B with a 5-0 vote.

Ayes: Councilmembers Burruss, Douglass, Hillberg, Mayor Pro Tem McCully and Mayor Lomen
Noes: None
Abstain: None
Absent: None

2A. City Projects Report

Action: Reviewed and Commented.

2B. Minutes – December 10, 2025

Action: With a motion by Councilmember Burruss and a second by Councilmember Hillberg, Council approved continuing Item 2B, approve the Colfax City Council minutes dated December 10, 2025, to the next meeting with a 5-0 vote.

Ayes: Councilmembers Burruss, Douglass, Hillberg, Mayor Pro Tem McCully and Mayor Lomen
Noes: None
Abstain: None
Absent: None

2C. Cash Summary – November 2025

Action: Reviewed and Commented.

2D. Quarterly Investment Report – Quarter Ended September 30, 2025

Action: Accepted and Filed.

2E. Quarterly Sales & Use Tax Analysis – Quarter Ended September 30, 2025

Action: Accepted and Filed.

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

3 AGENCY REPORTS

3A. Placer County Sheriff's Office

Sgt. Toby Williams reported the following:

- December calls included: 167 incidents, 32 traffic stops, 22 suspicious activity calls, 7 transient calls for service,
- Continuing cleanup from derailment.
- In cooperation with Code Enforcement, served eviction papers on squatters on property off Carpenter Road.



3B. California Highway Patrol

Officer Jason Lyman reported the following:

- December calls included: 282 citations, 518 contacts, 225 motorist services, 15 arrests (10 DUI), 26 collisions (16 property damage only, no fatalities).
- Public comments received by members of the public.

3C. Placer County Fire Department/CALFIRE

CALFIRE reported the following:

- December calls included: 0 vegetation fires, 1 structure fire, 5 vehicle fires.
- Fuel reduction continuing
- Reorganization implemented including additional Battalion Chiefs. New Battalion Chief Yosh White was introduced.

3D. Non-Profits

- Sharon, Colfax Lions/VFW, reported crab feed was sold out, pancake breakfast with Santa, scholarships available.
- Sonya, Soroptimist, 35th Soup Kitchen held, 21 free tickets distributed, 60 containers of leftovers provided to low income/seniors.
- 3rd of July reported soup cookoff on the 25th from 12-2.
- Erin, Historic Colfax reported on upcoming events, concerts, Bizarre, events committee.

4 PRESENTATIONS**4A. Update on FEMA Home Hardening/Defensible Space Project**

Action: Received a report from the City Manager and 4Leaf Inc. on the status of the Home Hardening and Defensible Space Program.

Public comments received by members of the public.

5 PUBLIC HEARING**5A. Special Event Amendments Ordinance (Noticed December 24, 2025)**

Action: Introduced the proposed ordinance by title only, conducted a public hearing, to adopt an Ordinance, updating the City's Municipal Code Section 5.24 to add special events to the Outdoor Festivals chapter, and amend the Zoning Code Section 17.64 to clarify requirements for special events; waived the first reading and scheduled the proposed ordinance for a second reading and adoption at the next regular City Council meeting currently scheduled for February 11, 2026, to be effective 30 days after adoption and adopt Resolution 001-2026 approving a Special Events Policy.

Public comments received by members of the public.

With a motion by Mayor Pro Tem McCully and a second by Councilmember Burruss, Council approved Public Hearing Item 5A with a 5-0 vote.



Ayes: Councilmembers Burruss, Douglass, Hillberg, Mayor Pro Tem McCully and Mayor Lomen

Noes: None

Abstain: None

Absent: None

6 **PUBLIC COMMENT**

Public comments received by members of the public.

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**

- Councilmember Douglass reported Winterfest, Soup Kitchen, prepared video.
- Councilmember Burruss reported \$100K Grant from USDOT for Safe Streets to PCPTA, Railroad Street Improvements, Small City funding legislation.
- Mayor Lomen reported Pioneer Comm. Energy Meeting, fireworks fundraising, Winterfest.
- Mayor Pro Tem reported Safe Housing and Winterfest.

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

- Staff search for Admin Services Manager ongoing, offer made.
- PCPTA thank you.
- Hotel Project discussions.
- Maintenance took down Christmas tree, Winterfest banner, performed rain fixes.

8 **COUNCIL BUSINESS**

8A. **Proclamation - Honoring the Military Service Mural and Recognizing Our Veteran's, VFW Post 2003, and American Legion Post 192**

Action: Received and filed.

8B. **Sewer Priority for Affordable Housing Units (Noticed January 3, 2026)**

Action: Adopted Resolution 002-2026 establishing policies and procedures regarding the provision of sewer services to proposed affordable housing units for lower income households.

Public comments received by members of the public.

With a motion by Councilmember Burruss and a second by Councilmember Hillberg, Council approved Item 8B with a 5-0 vote.



Ayes: Councilmembers Burruss, Douglass, Hillberg, Mayor Pro Tem McCully and Mayor Lomen
Noes: None
Abstain: None
Absent: None

8C. Christmas Decorating Contest Winners

Action: Discussed and awarded the 1st, 2nd, and 3rd place participants as follows:

1st: Fontana

2nd: Wrecking Crew

3rd: Jeff Hoge

Public comments received by members of the public.

8D. Councilmember Burruss and City Manager Walker Attending Capital to Capital (Cap to Cap)

Public comments received by members of the public.

Action: With a motion by Councilmember Burruss and a second by Councilmember Hillberg, Council approved with a 5-0 vote, continuing Item 8D to the next meeting, to consider allocating funds for Councilmember Burruss to attend the annual Capital to Capital Program in Washington, D.C.

Ayes: Councilmembers Burruss, Douglass, Hillberg, Mayor Pro Tem McCully and Mayor Lomen

Noes: None

Abstain: None

Absent: None

8E. Council Committee Assignments

Action: With a motion by Councilmember Burruss and a second by Councilmember Lomen, Council approved by a 5-0 voted to continue Item 8E to the next meeting to consider approving City Council Committee Assignments for 2026.

Ayes: Councilmembers Burruss, Douglass, Lomen, Mayor Pro Tem Hillberg and Mayor McCully.

Noes: None

Abstain: None

Absent: None

8F. Rotation of City Council Officers: Mayor and Mayor Pro Tem

Action: By separate motions, selected a Mayor and Mayor Pro Tem.

Public comments received by members of the public.

With a motion by Mayor Lomen and a second by Councilmember Burruss, Council voted 4-1 selecting Councilmember Caroline McCully as Mayor for 2026.

Ayes: Councilmembers Burruss, Hillberg, Mayor Pro Tem McCully and Mayor Lomen

Noes: Councilmember Douglass

Abstain: None



Absent: None

With a motion by Councilmember Loment and a second by Councilmember Burruss, Council voted 5-0 selecting Councilmember Hillberg as Mayor Pro Tem for 2026.

Ayes: Councilmembers Burruss, Douglass, Hillberg, Mayor Pro Tem McCully and Mayor Lomen

Noes: None

Abstain: None

Absent: None

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.

Councilmember Douglass asked for economic development ideas.

Mayor Pro Tem Hillberg asked about the final report on Winterfest; playground/shelter park project; eBike problem.

Councilmember Burruss mentioned ordinance/policy for major events, due process accusations about Mayor McCully:

Councilmember Lomen asked for Closed Session to discuss attorney/client privilege communication.

City Manager Walker thanked Council for their patience during the staffing vacancies.

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.

Public comments received by members of the public.

10. CLOSED SESSION (NONE)

ADJOURNMENT

The January 14, 2026 City of Colfax City Council was adjourned at 9:55 p.m. by Mayor McCully.

/s/ Ron Walker
Ron Walker, Interim City Clerk





City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

DRAFT MEETING MINUTES

January 28, 2026
Regular Session 6:00 PM

1 OPEN SESSION

1A. Call Open Session to Order

The January 28, 2026 Regular Meeting of the City of Colfax City Council was called to order at 6:00 p.m. by Mayor McCully.

1B. Pledge of Allegiance

1C. Roll Call

Present: Councilmembers Trinity Burruss, Kim Douglas, Sean Lomen, Mayor Pro Tem Larry Hillberg and Mayor Caroline McCully

Absent: None

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.

Action: With a motion by Councilmember Lomen and a second by Councilmember Burruss voted 5-0 to accept the Agenda Order with no changes.

Ayes: Councilmembers Burruss, Douglass, Lomen, Mayor Pro Tem Hillberg and Mayor McCully

Noes: None

Abstain: None

Absent: None

1E. Statement of Conflict of Interest

No new conflicts were identified by the Council or the public.

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.

Action: With a motion by Councilmember Burruss and a second by Councilmember Lomen, Council voted 5-0 approving the Consent Calendar except for Item 2E



Ayes: Councilmembers Burruss, Douglass, Lomen, Mayor Pro Tem Hillberg and Mayor McCully

Noes: None

Abstain: None

Absent: None

2A. City Projects Report

Action: Reviewed and Commented.

2B. Minutes – December 10, 2025 (Continued from 01/14/2026)

Action: Approved the Colfax City Council minutes dated December 10, 2025.

2C. Amendment to Snapdragon Settlement

Action: Approved amendment to settlement with Snapdragon Provisions and Kallie Moore.

2D. RGS Agreement Amendment

Action: Adopted Resolution _____-2026 Approving and Authorizing the City Manager to execute an Agreement with a not to exceed amount of \$291,000.00 with Regional Government Services (RGS) to continue to provide Financial Services to support the Administrative Services Officer with City accounting, and the accounting software upgrade project.

2E. Special Event Amendments Ordinance (Noticed 12/24/2025; First Reading 01/14/2026)

Action: Conducted a second reading and adopted Ordinance 01-2026, updating the City’s Municipal Code Section 5.24 to add special events to the Outdoor Festivals chapter, and amending the Zoning Code Section 17.64 to clarify requirements for special events; to be effective 30 days after adoption.

With a motion by Councilmember Burruss and a second by Councilmember Lomen, Council voted 5-0 approving Item 2E, Special Event Amendments Ordinance.

Ayes: Councilmembers Burruss, Douglass, Lomen, Mayor Pro Tem Hillberg and Mayor McCully

Noes: None

Abstain: None

Absent: None

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

3 AGENCY REPORTS

3A. Placer County Sheriff’s Office

Sgt. / Acting Lt. Brandon Hann reported that the cleanup for the train derailment is almost finished.

3B. California Highway Patrol

None

3C. Placer County Fire Department/CALFIRE

None

3D. Caltrans

None



3E. Non-Profits

Caroline from Wrecking Crew/3rd of July reported:

- Soup Cook-off had 12 participants, 75 votes, raised \$600
- \$1800 raised for fireworks to date
- Upcoming fundraiser at Auburn Pizza Factory which will be donating 20% of sales

4 PRESENTATIONS (NONE)**5 PUBLIC HEARING (NONE)****6 PUBLIC COMMENT**

Public comments received by members of the public.

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

Councilmember Douglass reported on Sierra Vista Center visit.

Mayor Pro Tem Hillberg reported on Sierra Vista Center visit, raising funds and looking better financially.

Councilmember Burruss reported on several grants including USDOT \$2M for I-80 construction; \$25M for Rocklin Road/I-80 Interchange; \$25M for congestion programs; SACOG \$30M for six counties; small cities legislation; miscellaneous transportation program grants; SR65 construction in 2027; letters of support for Federal speed act funding act.

Mayor McCully reported on SACOG, Skate Park, LAFCO.

7B. City Operations Update – City Manager

City Manager Ron Walker reported:

- Culver Street Project is complete.
- Hotel Project update
- Soup Cook-off
- Maintenance is working on vegetation clean-up, maintaining outdoor seating areas and bus stops.

8 COUNCIL BUSINESS**8A. Skate Park Project Bid Results**

Action: Status update on the bids received for construction of the Colfax Skate Park and request for direction.

Public comments received by members of the public.

With a motion by Councilmember Lomen and a second by Councilmember Burruss, Council voted 4-0 directing staff to reject current bids and coordinate with Sourcewell for the project.



Ayes: Councilmembers Burruss, Douglass, Lomen, and Mayor McCully

Noes: None

Abstain: Mayor Pro Tem Hillberg

Absent: None

8B. SCADA for Lift Stations

Action: Adopted Resolution 04-2026 authorizing the City Manager to execute an agreement with Control Point Engineering with a not to exceed amount of \$157,140 for the completion and integration of the four City sewer lift stations into the new Supervisory Control and Data Acquisition (SCADA) system.

Public comments received by members of the public.

With a motion by Councilmember Lomen and a second by Mayor Pro Tem Hillberg, Council voted 5-0 approving Item 8B, SCADA for Lift Stations.

Ayes: Councilmembers Burruss, Douglass, Lomen, Mayor Pro Tem Hillberg and Mayor McCully

Noes: None

Abstain: None

Absent: None

8C. Councilmember Burruss and City Manager Walker Attending Capital to Capital (Cap to Cap) (Continued from 01/14/2026)

Recommended Action: By Motion, allocated funds for Councilmember Burruss to attend the annual Capital to Capital Program in Washington, D.C.

Public comments received by members of the public.

With a motion by Councilmember Lomen and a second by Mayor Pro Tem Hillberg, Council voted 5-0 approving Item 8C, Councilmember Burruss and City Manager Walker Attending Capital to Capital (Cap to Cap).

Ayes: Councilmembers Burruss, Douglass, Lomen, Mayor Pro Tem Hillberg and Mayor McCully

Noes: None

Abstain: None

Absent: None

8D. Council Committee Assignments (Continued from 01/14/2026)

Action: Approved City Council Committee Assignments for 2026 in four separate votes.

Public comments received by members of the public.

Vote #1 (Bianchini Board ONLY): With a motion by Councilmember Burruss and a second by Councilmember Lomen, Council voted 5-0 to appoint Councilmember Lomen to the Bianchini Board.

Ayes: Councilmembers Burruss, Douglas, Lomen, Mayor Pro Tem Hillberg and Mayor McCully

Noes: None



Abstain: None

Absent: None

Vote #2 (Bianchini Board ONLY): With a motion by Councilmember Lomen and a second by Mayor McCully, Council voted by roll call vote 2-3 to appoint Mayor McCully to the Bianchini Board.

Ayes: Councilmember Lomen and Mayor McCully

Noes: Councilmember Burruss, Douglass and Mayor Pro Tem Hillberg

Abstain: None

Absent: None

Vote #3 (Bianchini Board ONLY): With a motion by Councilmember Lomen and a second by Mayor Pro Tem Hillberg, Council voted by roll call vote 4-1 to appoint Mayor Pro Tem Hillberg to the Bianchini Board.

Ayes: Councilmembers Burruss, Douglass, Lomen and Mayor Pro Tem Hillberg

Noes: Mayor McCully

Abstain: None

Absent: None

Vote #4 (Council Committee Assignments EXCEPT FOR Bianchini Board): With a motion by Councilmember Lomen and a second by Councilmember Burruss, Council voted 5-0 approving Item 8D, Council Committee Assignments, except for the above appointments to the Bianchini Board.

Ayes: Councilmembers Burruss, Douglass, Lomen, Mayor Pro Tem Hillberg and Mayor McCully

Noes: None

Abstain: None

Absent: None

8E. Town Hall Meeting Schedule

Action: Council proposed holding Town Hall Meetings on the second Thursdays of the even months at 6:00 p.m. for the remainder of 2026.

Public comments received by members of the public.

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.

Mayor Pro Tem brought up update on Hotel.

Councilmember Douglass mentioned he is proud of Council re: areas of interest.

Councilmember Burruss brought up governance participation/Council stipends.

Mayor McCully mentioned three council seats open this year.

City Attorney mentioned memo on Bianchini Trust.



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.

Public comments received by members of the public.

10. CLOSED SESSION

10A. Public Comment (On Closed Session Items Only)

Public comments received by members of the public.

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

10C. Real Property Negotiation (Gov. Code § 54956.8)

Property Address: 22 Grass Valley Street, 1456 Canyon Way

Agency Negotiator: Ron Walker, City Manager

Negotiating Parties: Dave Gard & Winner Chevrolet

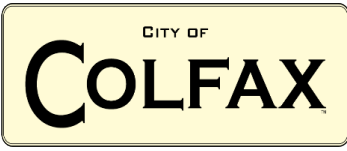
Under Negotiation: Price and terms of payment

ADJOURNMENT

The January 28, 2026 City of Colfax City Council was adjourned at 8:22 p.m. by Mayor McCully.

/s/ Ron Walker
Ron Walker, Interim City Clerk





City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

DRAFT MEETING MINUTES

February 11, 2026
Regular Session 6:00 PM

1 OPEN SESSION

1A. Call Open Session to Order

The February 11, 2026 Regular Meeting of the City of Colfax City Council was called to order at 6:01 p.m. by Mayor McCully.

1B. Pledge of Allegiance

1C. Roll Call

Present: Councilmembers Kim Douglass, Sean Lomen, Mayor Pro Tem Larry Hillberg and Mayor Caroline McCully

Absent: Councilmember Trinity Burruss

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.

Action: With a motion by Councilmember Lomen and a second by Mayor Pro Tem Hillberg, Council voted 4-0 to accept the Agenda Order as presented with no changes.

Ayes: Councilmembers Douglass, Lomen, Mayor Pro Tem Hillberg and Mayor McCully

Noes: None

Abstain: None

Absent: Councilmember Burruss

1E. Statement of Conflict of Interest

No new conflicts were identified by the Council or the public.

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.

Action: With a motion by Mayor Pro Tem Hillberg and a second by Councilmember Lomen, Council voted 4-0 approving the Consent Calendar.



Ayes: Councilmembers Douglass, Lomen, Mayor Pro Tem Hillberg and Mayor McCully

Noes: None

Abstain: None

Absent: Councilmember Burruss

2A. City Projects Report

Action: Reviewed and Commented.

2B. Cash Summary – December 2025

Action: Accepted and Filed.

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

3 AGENCY REPORTS

3A. Placer County Sheriff's Office

Sgt. Toby Williams reported:

- January total calls: 130 incidents, 18 reports, 5 transient service calls, 32 traffic stops, 6 arrests, 7 mutual aid calls, 69 citizen calls, 61 deputy calls.
- Received a firearm call at the High School so shelter in place at the high school and elementary school; several agencies responded including CHP, CalFIRE, SacPD helicopter; nothing found after investigation.
- Public comments received by members of the public.

3B. California Highway Patrol

Officer Jason Lyman (PIO) reported:

- Introduced new Gold Run Lt. Commander, Blayne Kilkenny.
- January total calls: 604 citations, 410 warnings, 17 arrests, 14 DUI related, 31 collisions (26 property only, 5 injuries, 0 fatalities).
- Chain control from Kingvale to Truckee
- Next week's storm will cause significant road issues.

3C. Placer County Fire Department/CALFIRE

None

3D. Caltrans

Sean Shaw, District 3 Project Manager, I-80 Corridor reported:

- Blue Canyon Pavement Rehab Project out to bid; estimated contract award in March 2026 with construction beginning June 2026; estimated to last three construction seasons; includes bridge replacements and operations management.
- Public comments received by members of the public.



3E. Non-Profits

None

4 PRESENTATIONS (NONE)**5 PUBLIC HEARING (NONE)****6 PUBLIC COMMENT**

No public comments received.

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

Councilmember Loment reported on New Line meeting, LAFCO meeting, Cemetery Board.

Councilmember Douglass reported on Cemetery Board needs members, VFW pancake breakfast.

Mayor Pro Tem Hillberg reported three meetings later in the month, would like elaboration on SOI (sphere of influence).

Mayor McCully reported on Skate Park, SACOG, meeting new CHP Lt.

7B. City Operations Update – City Manager

City Manager Walker reported:

- Colfax Hotel Project ready to start construction.
- Update on Gym project.
- Maintenance including ballfield cleanup, painting restrooms, graffiti removal and vegetation cleanup.

8 COUNCIL BUSINESS**8A. City of Colfax Audit Report as of Fiscal Year Ended June 30, 2025**

Action: Accepted and received Fiscal Year Ended June 30, 2025 Audit Report.

Public comments received by members of the public.

8B. Senate Bill 35 Affordable Housing Policy

Action: Adopted Resolution 05-2026 adopting a policy for Senate Bill 35 to streamline affordable housing consistent with state law.

Action: With a motion by Councilmember Douglass and a second by Councilmember Lomen, Council voted 4-0 approving Item 8B, Senate Bill 35 Affordable Housing Policy.



Ayes: Councilmembers Douglass, Lomen, Mayor Pro Tem Hillberg and Mayor McCully
Noes: None
Abstain: None
Absent: Councilmember Burruss

8C. Wood Rodgers Contract to Support Planning for the Shady Glen Community Sewer Consolidation Project

Action: Discussed and consider adopted Resolution 06-2026 authorizing the City Manager or designee to execute a professional services agreement with Wood Rodgers to provide planning and design for Shady Glen Community Consolidation Project for an amount not-to-exceed \$1,300,160.

Action: With a motion by Mayor Pro Tem Hillberg and a second by Councilmember Douglass, Council voted 4-0 approving Item 8C, Wood Rodgers Contract to Support Planning for the Shady Glen Community Sewer Consolidation Project.

Ayes: Councilmembers Douglass, Lomen, Mayor Pro Tem Hillberg and Mayor McCully
Noes: None
Abstain: None
Absent: Councilmember Burruss

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.

Councilmember Douglass mentioned tomorrow's City Council Town Hall Meeting on February 12, 2026 at 6:00 p.m.

Mayor Pro Tem Hillberg mentioned tomorrow's City Council Town Hall Meeting on February 12, 2026 at 6:00 p.m.

Mayor McCully mentioned tomorrow's City Council Town Hall Meeting on February 12, 2026 at 6:00 p.m.

City Manager Walker introduced new Administrative Services Manager, Catrina Olson.

9A. Public Comment on Good of the Order

No Public Comment received.

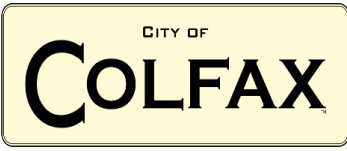
10. CLOSED SESSION (NONE)

ADJOURNMENT

The February 11, 2026 City of Colfax City Council was adjourned at 7:17 p.m. by Mayor McCully.

/s/ Ron Walker
 Ron Walker, Interim City Clerk





City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

TOWN HALL DRAFT MEETING MINUTES

February 12, 2026
Town Hall Meeting 6:00 PM

1. OPEN SESSION

1A. Call Open Session to Order

The February 12, 2026 City of Colfax City Council Town Hall Meeting was called to order at 6:01 p.m. by Mayor McCully.

1B. Pledge of Allegiance

1C. Roll Call

Present: Councilmembers Kim Douglass, Sean Lomen, Mayor Pro Tem Larry Hillberg and Mayor Caroline McCully

Absent: Councilmember Trinity Burruss

2. Public Comment

Members of the audience are permitted to address the Council on matters of concern to the public within the subject matter jurisdiction of the City Council that are only listed on this workshop agenda. Please make your comments as brief as possible; not to exceed three (3) minutes in length. This is the only opportunity for the public to comment during this workshop.

Public comments received by members of the public.

3. Discussion of Possible Community Improvement Projects for 2026

- A. Staff Items
- B. Council Items
- C. Compile and Prioritize 2026 Master Project List

City Council, staff and members of the public provided possible community improvement projects.

4. Next Agenda Items

The next City of Colfax City Council Town Hall Meeting is scheduled on April 9, 2026 at 6:00 p.m.



5. **Adjournment**

The February 12, 2026 City of Colfax City Council Town Hall Meeting was adjourned at 7:02 p.m. by Mayor McCully.

/s/ Ron Walker _____

Ron Walker, Interim City Clerk





Staff Report to City Council

FOR THE FEBRUARY 25, 2026 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: R3 Consulting for SB 1383 Agreement for Compliance Assistance and Other Solid Waste Consulting Support

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$78,000	Fund(s): 100 (reimbursable) and 290
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RECOMMENDED ACTION: Adopt Resolution __-2026 authorizing the City Manager to execute an agreement with R3 Consulting for SB1383 compliance assistance in an amount not-to-exceed \$78,000.

Summary/Background

Grant Funds Management and Implementation:

The State of California CalRecycle Department is responsible for regulating the handling of solid waste. CalRecycle presented a 75% landfill diversion plan to the State Legislature in 2013. The 75% diversion plan included five areas the State should focus on to achieve the goal – moving organics out of the landfill, expanding recycling infrastructure, exploring new models for State and Local funding of materials management programs, promoting State procurement of post-consumer recycled content products, and promoting extended producer responsibility.

State legislation has placed a heavy focus on the organics diversion since the 75% diversion goal was established with AB 1826 Mandatory Commercial Organics and the more recent SB 1383 focused on residential customers. The City of Colfax is in compliance with AB 1826 through the free commercial organics collection program Council established in the 2016 agreement extension with Recology. SB 1383 required jurisdictions to have programs implemented by January 1, 2022.

The City received a waiver for all SB 1383 requirements that is valid through January 25, 2027. Section 18984.12 (waivers and Exemptions Granted by the Department) allows a jurisdiction like the City of Colfax to request an exemption for up to five years if it reported less than 5,000 tons of solid waste in the State’s disposal reporting system in 2014, and the total population is less than 7,500 people. The City also applied for and was awarded \$75,000 from the SB 1383 Local Assistance Grant that must be used before the grant period ends in October 2026.

Franchise Fee Audit:

City Council approved a contract extension with Recology in 2016 to provide exclusive solid waste services to the City of Colfax. The contract term is valid until 2036 with an automatic 5-year extension if there is no material breach of the agreement. The contract included several changes to the service including free unlimited organics collection for commercial accounts, an increase in Universal Waste collection for residents, and a 10%

franchise fee based on gross receipts. In addition, the contract includes a franchise fee evaluation (audit) to be performed every five-years at the hauler's expense identified in Section 4.2.1 of the agreement.

The second franchise fee evaluation is scheduled to occur in 2026 for the years 2021-2025. The cost of the audit is reimbursable by Recology up to \$7,000. Staff has solicited R3 Consulting Group, Inc. (R3) services to perform the necessary audit of the franchise fee submitted by Recology for the specified period. The objective is to determine if the fees were remitted to the City in the amount specified by the contract terms. R3 submitted a proposal to provide the aforementioned services in an amount not to exceed \$7,000.

Solid Waste Support Services:

R3 has provided solid waste support services over the past two years. R3 represents the City in annual meetings with CalRecycle staff, prepares annual reports, and attends and represents the City at the quarterly Placer County Local Task Force (LTF) meeting. In addition, R3 reviews the annual rate adjustment request submitted by Recology, and is available to provide additional solid waste contract management support.

Conclusions and Findings

Given the complexity of SB 1383 compliance requirements, staff is recommending utilizing a consultant that specializes in the solid waste industry to analyze and develop compliance programs/procedures. R3 Consulting Group, Inc. (R3) has the experience necessary to achieve the tasks needed to comply with SB 1383; therefore, Staff is recommending Council authorize the City Manager to execute an agreement with R3 to provide grant funds management and implementation, perform an audit of the franchise fees paid by Recology for the review period 2021-2025, and additional as needed solid waste support services. Recology has concurred with staff recommendation to utilize R3 Consulting service for the audit.

Fiscal Impacts

Up to \$35,000 of the agreement cost will be funded from Fund 100. Of this amount, up to \$7,000 for the franchise fee audit will be reimbursed by the franchise hauler as specified in the franchise agreement, and \$28,000 will be reimbursed through grant funds awarded to the City by CalRecycle. The remaining cost of the agreement will be funded from Fund 290 in an amount not to exceed \$43,000 over a two-year period.

Attachments:

1. Resolution __-2026
2. Agreement

City of Colfax

City Council

Resolution No. __-2026

**APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH R3 CONSULTING FOR SB1383 COMPLIANCE ASSISTANCE
IN AN AMOUNT NOT-TO-EXCEED \$78,000.**

WHEREAS, the State of California CalRecycle Department is responsible for regulating the handling of solid waste. CalRecycle presented a 75% landfill diversion plan to the State Legislature in 2023. The 75% diversion plan included five areas the State should focus on to achieve the goal of moving organics out of the landfill, expanding recycling infrastructure, exploring new models for State and Local funding of materials management programs, promoting State procurement of post-consumer recycled products, and promoting extended producer responsibility; and,

WHEREAS, State legislation has placed a heavy focus on the organics diversion since the 75% diversion goal was established with AB 1826 Mandatory Commercial Organics and the more recent SB 1383 focused on residential customers. The City of Colfax is in compliance with AB 1826 through the free commercial organics collection program Council established in the 2016 agreement extension with Recology. SB 1383 required jurisdictions to have programs implemented by January 1, 2022; and,

WHEREAS, the City received a waiver for all SB 1383 requirements that is valid through January 25, 2027. Section 18984.12 (waivers and Exemptions Granted by the Department) allows a jurisdiction like the City of Colfax to request an exemption for up to five years if it reported less than 5,000 tons of solid waste in the State's disposal reporting system in 2014, and the total population is less than 7,500 people. The City also applied for and was awarded \$75,000 from the SB 1383 Local Assistance Grant that must be used before the grant period ends in October 2026; and,

WHEREAS, the City Council approved a contract extension with Recology in 2016 to provide exclusive solid waste services to the City of Colfax. The contract term is valid until 2036 with an automatic 5-year extension if there is no material breach of the agreement. The contract included several changes to the service including free unlimited organics collection for commercial accounts, an increase in Universal Waste collection for residents, and a 10% franchise fee based on gross receipts. In addition, the contract includes a franchise fee evaluation (audit) to be performed every five-years at the hauler's expense identified in Section 4.2.1 of the agreement.

WHEREAS, the second franchise fee evaluation is scheduled to occur in 2026 for the years 2021-2025. The cost of the audit is reimbursable by Recology up to \$7,000. Staff has solicited R3 Consulting Group, Inc. (R3) services to perform the necessary audit of the franchise fee submitted by Recology for the specified period. The objective is to determine if the fees were remitted to the City in the amount specified by the

contract terms. R3 submitted a proposal to provide the aforementioned services in an amount not to exceed \$7,000.

WHEREAS, the City of Colfax wishes to execute agreement with the R3 Consulting for SB1383 compliance assistance in an amount not-to-exceed \$78,000.

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 R3 Consulting.

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 February 2026, by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Caroline McCully, Mayor

ATTEST:

Ron Walker, Interim City Clerk

Agreement No

Project Title:

Fiscal Year:

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of Colfax / R3 Consulting Group, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Colfax, a California municipal corporation (“City”), and **R3 Consulting Group Inc. a CA Corporation.** (“Consultant”) (collectively, “parties”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Assist with SB 1383 Requirements.**
- 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 **November 20, 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 Ron Walker, City Manager. 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 Seventy-Eight Thousand Dollars (\$78,000.00).
- 3.5. “Commencement Date”: February 10, 2026
- 3.6. “Termination Date”: December 31, 2027

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. **City Manager** 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: **Assist with SB 1383 Requirements.**
- 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: Ron Walker, City Manager 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:

Carrie Baxter
 Corporate Secretary
 1504 Eureka Road, Suite 220
 Roseville, CA 95661
 R3 Consulting Group, Inc.
 Telephone: (916) 782-7821
 Facsimile: (916) 782-7824
 Email: cbaxter@r3cgi.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 here from 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”

Carrie Baxter

By:

Signature

By:

DocuSigned by:
Carrie Baxter

D5364BE6D7AD4CA...
Signature

Printed: Ron Walker

Title: City Manager

Date: _____

Printed: Carrie Baxter

Title: Sr. Vice President

Date: 2/19/2026

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)

Project Understanding

We understand that the City of Colfax (City) received a low population waiver from CalRecycle, which waives SB 1383 organic waste collection requirements (14 CCR 18984 – 18984.14). The City's current low population waiver is valid through January 25, 2027. Section 18984.12 (Waivers and Exemptions Granted by the Department) allows a jurisdiction like Colfax to request an exemption for up to five years if it reported less than 5,000 tons of solid waste in the state's disposal reporting system in 2014, or if the total population is less than 7,500 people. The City also applied for and was awarded \$75,000 from the SB 1383 Local Assistance Grant (OWR4). On September 29, 2025, \$28,466.32 in funding remains still available from that grant award, and the City has until November 2, 2026 to exhaust those funds.

The City will use the remaining grant funds towards the following initiatives to implement SB 1383 compliance, including:

1. Maintain recordkeeping as required under the regulations and to provide residents and businesses with outreach and educational materials related to organic waste.
2. Collaborate with Recology and Placer County jurisdictions on education and outreach efforts.
3. Indirect costs of managing the grant funds.

Project Approach

R3 proposes to meet the City's needs by working collaboratively in evaluating gaps in compliance with current programs. The goal will be to develop a program that is both compliant with current legislation and cost-effective for the City's ratepayers. Given our extensive, recent experience assisting numerous jurisdictions with the planning and implementation of SB 1383, we understand the importance of prioritizing each of the requirements and are adept at guiding municipal agencies through the many requirements of SB 1383.

Scope of Work

Task 1 Grant Funds Management and Implementation

R3 will assist the City with program implementation, enhancement of programs, record management, and SB 1383 reporting coordination.

Task 1.1 Recordkeeping and Reporting

The City is exempt from some requirements of SB 1383; however, all jurisdictions are still required to maintain an implementation record as described in Section 18984.14 of the regulations. R3 will assist the City with the development of an internal recordkeeping program. R3 will assess the current level of recordkeeping and reporting as compared to the requirements of SB 1383. R3 will then engage with City staff responsible for recordkeeping to document current practices.

As part of this task, R3 will provide a set of folders and tracking forms for the required records for data tracking. Based on the initial records provided, R3 will develop a list of additional recordkeeping needs and will develop a methodology to ensure that the City is collecting the required information and has a regular process for updating the data. SB 1383 regulations require that Implementation Records must be made available to CalRecycle within ten days of a request. R3 will develop a process to keep the data regularly updated during the grant term and will establish a process for ongoing maintenance beyond this grant cycle.

Task 1.2 Education and Outreach

R3 will attend Regional Recycling Group (RRG) meetings coordinated by Western Placer Waste Management Agency (WPWMA) staff on behalf of the City. These meetings are used to coordinate

Task 1.3 Grant Fund Management and Reporting

R3 will assist the City by managing and administering the current OWR4 grant programs and submitting reports to CalRecycle.

Task 2 Electronic Annual Report (EAR) to CalRecycle

R3 will assist the City submit its 2025 and 2026 EAR by expanding the level of detail provided in the 2023 and 2024 reports, including an update to CalRecycle on SB 1383 compliance.

Based on R3's review of the City's programs and discussion with City staff and Recology, R3 will identify any additional information or data needs for the various programs for inclusion in the EAR. Information requests will then be submitted to the various parties, as applicable, to obtain the required information.

Additional value-added benefits include:

- › Review of existing program descriptions and expansion for additional documentation of the excellent diversion programs active in Colfax.
- › Review and entry of data from various data sources and follow up analysis of submitted data when needed.
- › Coordination of organics capacity planning data submittal to Placer County. This is not anticipated to be due again until 2029.

Using the information gathered, R3 will draft the EAR and provide a draft to the City for review and comment. Our team will then finalize the EAR and provide it to the City for submission to CalRecycle. At the City's discretion, R3 will upload the information to CalRecycle's website for submittal. As necessary, R3 will follow up with Recology to assure that all available information is accurately reported in the Annual Report.

Using the information gathered, R3 will draft the EAR and provide a draft to the City for review and comment. Our team will then finalize the EAR and provide it to the City for submission to CalRecycle. At the City's discretion, R3 will upload the information to CalRecycle's website for submittal. As necessary, R3 will follow up with Recology to assure that all available information is accurately reported in the Annual Report.

Task 3 Low Population Waiver Renewal Application

The City received a waiver from CalRecycle for all SB 1383 organic waste collection requirements that is valid through January 25, 2027. CalRecycle-approved waivers are valid for a period of up to five years. R3 will prepare the waiver renewal application within 180 days prior to the expiration of the City's existing approved waiver for City staff to submit to CalRecycle.

Task 4 Franchise Fee Payment Evaluation (2021-2025)

The City's franchise agreement allows for a franchise fee payment evaluation to be conducted periodically at Recology's expense. The purpose of this Franchise Fee Payment Evaluation is to determine the accuracy of franchise fee payments made to the City covering calendar years 2021 through 2025.

R3 will begin by requesting the following information from the City and/or Recology to complete our review of the franchise fee payments:

- › Record of franchise fee payments received covering calendar years 2021 through 2025.
- › Record of billings for the last complete billing cycle in sortable Excel format.
- › Approved rate sheet(s).
- › Record of Recology's gross revenues covering calendar years 2021 through 2025.

Upon receiving Recology's gross revenues reports from calendar years 2021 through 2025, R3 will evaluate whether the franchise fees have been correctly calculated and paid to the City during the five calendar years.

As part of our review of Recology's report, we will independently analyze the recent billing cycle(s) to determine if all rates charged have been approved (e.g., are there any charges that are billed but not listed on the approved rate schedule such as finance charges, push/pull charges, etc.)

Following our review, R3 will provide the City a report to present our findings.

Task 5 Additional On-Call Support

Our team is also available to provide additional solid waste related services on an hourly basis for items not included in Tasks 1 through 4, as directed by the City. These specific tasks to be performed and the amount of time to be allocated to each task will be limited to \$15,000 in add-on assistance per year.

City-directed support services will be limited to include the following at the time of this proposal:

- › Annual rate adjustment application review (April - May)
- › Annual report review and diversion compliance (June)
- › Identify and apply for solid waste-related grant funding opportunities, and support City staff in preparing grant required reporting. Current grants include the City County Payment Program and the Organic Waste Recycling (Cycle 4) (ongoing)
- › Attend and represent City on the local task force quarterly meeting (February, May, August, and October)
- › Support in response to the CalRecycle Jurisdiction and Agency Compliance and Enforcement Branch (JACE) compliance review (anticipated in 2026)

EXHIBIT B

(Approved Fee Schedule)

R3 proposes to complete the project for a total fee of **\$78,000**; \$57,000 in CY 2026 and \$21,000 in CY 2027. The proposed fee breakdown includes some grant-funded work previously included in the Agreement for Consultant Services, dated May 8, 2024 and is intended to supersede the remaining budget from that agreement. **Table 1**, below, shows the fee breakdown. Any additional consulting services beyond those proposed will be charged at the standard rates shown in **Table 2**, below. Fees for the additional work will be billed monthly at the first of each month, for the preceding month, and are due within 30 days of the invoice date.

NOTE: The City can request reimbursement from Recology for Task 4 (Franchise Fee Payment Evaluation), per the terms of the Franchise Agreement.

Table 1: Fee Breakdown

TASK	CY 2026	CY 2027
1. Grant Funds Management and Implementation	\$ 28,000	-
2. EAR to CalRecycle	\$ 6,000	\$ 6,000
3. Exemption Waiver Renewal Application	\$ 1,000	-
4. Franchise Fee Payment Evaluation (2021-2025)	\$ 7,000	-
5. Additional On-Call Support	\$ 15,000	\$ 15,000
ANNUAL SUBTOTALS	\$ 57,000	\$ 21,000
CONTRACT TOTAL	\$ 78,000	

Table 2: Standard Rates for Fiscal Years (FY) 2025-26, 2026-27, 2027-28

CLASSIFICATION	FY 2025-26	FY 2026-27	FY 2027-28
Principal / Sr. Director	\$ 340 per hour	\$ 360 per hour	\$ 380 per hour
Director	\$ 305 per hour	\$ 320 per hour	\$ 335 per hour
Sr. Managing Consultant	\$ 265 per hour	\$ 280 per hour	\$ 295 per hour
Managing Consultant	\$ 240 per hour	\$ 255 per hour	\$ 270 per hour
Sr. Consultant	\$ 220 per hour	\$ 230 per hour	\$ 245 per hour
Consultant	\$ 200 per hour	\$ 210 per hour	\$ 220 per hour
Associate Consultant	\$ 185 per hour	\$ 195 per hour	\$ 205 per hour
Expert Witness	1.5x Rates Listed Above		
REIMBURSABLE COSTS			
Consultants/Subcontractors	Cost plus 10%		
Lodging and meals	Direct cost		
Travel - <i>Private or company car</i>	At Current Federal Rate		
Travel - <i>Other</i>	Direct cost		
Delivery and other expenses	Direct cost		

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 of 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

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:

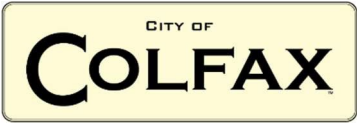
Document No: _____

provisions.

Professional Services Agreement – Consultant
Page 28 of 28

Approved for Use: 1/1/2025

385966.1



Staff Report to City Council

FOR THE FEBRUARY 25, 2026, REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Heather Ippoliti, Senior Advisor, Regional Government Services
Subject: Mitigation Impact Fees – Annual Report (Noticed 02/04/2026)

Budget Impact Overview:

N/A: √	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Conduct public hearing, review annual report, consider public and staff comments, accept report and adopt Resolution No. ____: Accepting And Approving the Annual AB 1600 Mitigation Fee Report And Making Findings Pursuant To Colfax Municipal Code Chapter 3.56 And The Mitigation Fee Act (Government Code §66000 Et Seq).

Summary/Background

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

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

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

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

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

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

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

Public Notice

This report was available at City Hall counter by: February 4, 2026

Notice of Public Hearing was published: Auburn Journal February 4, 2026

Staff recommends that Council accepts and approves the Annual AB 1600 Mitigation Fee Report and makes Findings Pursuant to the Colfax Municipal Code Chapter 3.56 and the Mitigation Fee Act (Government Code §66000 Et Seq).

Attachments:

1. Resolution __-2026
2. Annual AB1600 Report
3. Mitigation Fee Schedule

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

City of Colfax

City Council

Resolution No. __-2026

ACCEPTING AND APPROVING THE ANNUAL AB 1600 MITIGATION FEE REPORT AND MAKING FINDINGS PURSUANT TO COLFAX MUNICIPAL CODE CHAPTER 3.56 AND THE MITIGATION FEE ACT (GOVERNMENT CODE §66000 Et Seq)

WHEREAS, the State of California, through the enactment of Government Code Section 66000 et seq. (the “Mitigation Fee Act”), conferred upon local government unit’s authority to adopt fees imposed on a broad class of projects and fees imposed on specific projects for the purpose of defraying all or a portion of the cost of public facilities related to the development project; and

WHEREAS, the City of Colfax Municipal Code Chapter 3.56 established the local authority for imposing Mitigation Impact Fees as allowed by the Mitigation Fee Act; and

WHEREAS, Colfax Municipal Code §3.56.120B requires the City to complete an annual AB1600 Mitigation report and Council to review the annual report at a noticed public hearing; and

WHEREAS, at the close of the hearing, the Council must determine whether the mitigation impact fee amounts continue to be reasonably related to the impact of development and whether the described public facilities are still needed; and

WHEREAS, the Council is authorized to revise the mitigation impact fees to include additional projects not previously foreseen as being needed; and

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

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

WHEREAS, these funds earn and accumulate interest and all expenditures from these funds have been for the purpose for which the fees were collected; and,

WHEREAS, a detailed financial analysis by fund and a schedule of mitigation fees are attached as part of this report; and,

WHEREAS, Mitigation Fees are accounted for using the accounting method known as FIFO (first in, first out), which means the first revenue received is assumed to be the first spent; and,

WHEREAS, State law and the Colfax Municipal Code require the City to prepare an annual report for each fund established to account for Mitigation Impact Fees; and,

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

WHEREAS, on February 25, 2026, pursuant to notice duly published and posted, the Colfax City Council opened a public hearing for the purpose of (1) reviewing the Mitigation Fee Report and the Mitigation Impact Fees and determining whether the Mitigation Impact Fee amounts continue to be reasonably related to the impact of development, (2) determining whether the described facilities are still needed, (3) determining whether the Mitigation Impact Fees should be revised to include additional projects not previously foreseen as being needed and (4) making other findings required by law; and,

WHEREAS, on February 25, 2026, the public hearing was closed after all public comments were received.

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

1. The foregoing recitals are true and correct statements of fact and are incorporated into this Resolution by reference.
2. Based upon all of the evidence in the record before it and the comments received from the public, the Colfax City Council hereby finds and determines:
 - a. The purpose to which each Mitigation Impact Fee identified in the Mitigation Fee Report is to be applied is adequately identified in Colfax Municipal Code §3.56.050 and the Major Projects and Mitigation Fee Study dated August 14, 2006, as amended.
 - b. It has been adequately demonstrated that there continues to be a reasonable relationship between each Mitigation Impact Fee and the purpose for which it is charged.
 - c. To the extent any improvements to be funded by Mitigation Impact Fees remain incomplete, the sources and amount of funding are identified in the Major Projects and Mitigation Fee Study dated August 14, 2006 as amended and include without limitation future development projects in Colfax.

- d. The approximate dates on which funding for all projects to be funded by Mitigation Impact Fees will be deposited into the appropriate Mitigation Impact Fee Account or fund is presently unknown because development within the City is unpredictable but is estimated to be at approximately the same time as future development occurs.
 - e. The amounts of the Mitigation Impact Fees continue to be reasonably related to the impact of development.
 - f. The public facilities described in the Major Projects and Mitigation Fee Study dated August 14, 2006, as amended, and as provided in Colfax Municipal Code §3.56.050 are still needed.
3. The Mitigation Fee Report is hereby approved.

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 February 2026 by the following vote of Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Carolyn McCully, Mayor

Ron Walker, Interim City Clerk

City of Colfax
Annual Report on Mitigation Fees Per Government Code 66000
AB1600 Statement - Fiscal Year 2024-2025

Analysis of Change in Fund Balance

	Roads 210	Drainage 211	Trails 212	Parks & Rec 213	City Building 214	City Vehicle 215	Downtown Parking 217	Fire Construction 342	Recreation Construction 343	Total
Beginning Balance 07/01/24	\$ -	\$ 5,755.71	\$ 79,958.02	\$ 198,700.22	\$ 69,958.54	\$ 23,590.51	\$ 36,395.88	\$ 84,481.62	\$ 84,482.10	\$ 583,322.60
REVENUE										
Fees Collected*	25,811.10	19,103.97	153.04	794.44	9,803.53	1,854.71	8,326.52	14,073.20	14,073.24	93,993.75
Interest Earnings	557.23	674.23	3,640.07	9,054.65	3,393.58	1,113.03	1,835.17	4,142.53	4,142.55	28,553.04
Other Revenue										-
Transfers in										-
	26,368.33	19,778.20	3,793.11	9,849.09	13,197.11	2,967.74	10,161.69	18,215.73	18,215.79	122,546.79
EXPENDITURES										
Project Expenditures										-
Refunds										-
Transfers Out										-
	-	-	-	-	-	-	-	-	-	-
Revenue Over/(Under) Expenditures	26,368.33	19,778.20	3,793.11	9,849.09	13,197.11	2,967.74	10,161.69	18,215.73	18,215.79	122,546.79
Ending Balance at 06/30/25	\$ 26,368.33	\$ 25,533.91	\$ 83,751.13	\$ 208,549.31	\$ 83,155.65	\$ 26,558.25	\$ 46,557.57	\$ 102,697.35	\$ 102,697.89	\$ 705,869.39

Expenditures by Project

No mitigation funds were expended in Fiscal Year 2024-2025.

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

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



Staff Report to City Council

FOR THE FEBRUARY 25, 2026 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: February 12, 2026 Town Hall Meeting Recap

Budget Impact Overview:

N/A:	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Accept Town Hall Meeting recap and open discussion for prioritizing and funding projects.

Summary/Background

On Thursday, February 12, 2026, the City of Colfax held its first Town Hall meeting with members of the public. The purpose of the meeting was to gather suggestions from the City Council and community members regarding potential projects the City may undertake in 2026 to enhance and improve the community.

Below is a summary of the suggestions presented during the meeting.

Conclusions and Findings

Mayor Pro Tem Hillberg suggestions:

- Small playground in downtown, with covered seating, solar panels and public Wi-Fi.
- Public seating area on South Main Street/improve Arbor Park and it’s offerings.
- Arbor Park, shift over south west direction to place near sidewalk that runs next to library, putting the driving lane on the east side, instead of driving around the park.
- Additional funding for Railroad Heritage Park if needed.

Councilmember Lomen suggestions:

- Lot of Art add rear fencing with a large gate for access when using stafe (City Manager received quite of \$25,000 for this project).
- Improve North & South Main Street planters/trees that extend into the parking areas.

Councilmember Douglass suggestions:

- Monthly Events at Sierra Vista Center.
- Jim Bowers Cho Choo Train Clock.
- Portable Merry Go Round installed downtown.

Comments from City Manager:

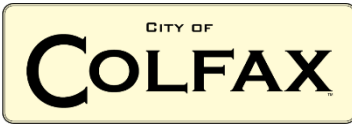
- Arbor Park main tree being trimmed up to become the Cities annual Christmas Tree along with improving the park overall.

Suggestions from the public:

- Suggestions of new businesses desired: Operating theater, Bar, Vape Lounge.
- Keep ideas that align with our Downtown Connectivity Plan.
- Spend Excess funds on staff for increased retention.
- Council Raises.
- Dog Park.
- EV Charges downtown.
- Remove the broken EV Charger at Visitors Center.
- Additional Roundabouts to assist with increased traffic coming off of I80.
- Increased signage directing people to downtown and what offerings are there.

Additional items discussed:

- Annexation project of Shady Glen and the impact on City & Wastewater system.
- Skatepark.
- Sewer loan pay down.



Staff Report to City Council

FOR THE FEBRUARY 25, 2026 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Funding Request for Historic Colfax Downtown Association

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$5,000	Fund(s): 8263
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RECOMMENDED ACTION: Adopt Resolution __-2025 authorizing the City Manager to make a donation in the amount of \$5,000.00 to the Historic Colfax Downtown Association.

Summary/Background

The Historic Colfax Downtown Association is respectfully requesting \$5,000 from the City's nonprofit fund to support the 2026 Historic Colfax Summer Concert Series — five free outdoor concerts on historic Gold Rush-era Main Street running May through September.

These are free, family-friendly community events open to all Colfax residents and regional visitors, designed to drive foot traffic to downtown businesses and increase visibility for Colfax as a regional destination.

Tonight, Erin Newington will present the full details of the event series and answer any questions.

Attachments:

1. Resolution __-2026
2. Donation Request

City of Colfax

City Council

Resolution No. __-2026

APPROVING AND AUTHORIZING THE CITY MANAGER TO MAKE A DONATION IN THE AMOUNT OF \$5,000.00 TO THE HISTORIC COLFAX DOWNTOWN ASSOCIATION.

WHEREAS, the Historic Colfax Downtown Association is respectfully requesting a donation of \$5,000.00 from the City's nonprofit fund to support the 2026 Historic Colfax Summer Concert Series of five free outdoor concerts on historic Gold Rush-era Main Street running May through September; and,

WHEREAS, these are free, family-friendly community events open to all Colfax residents and regional visitors, designed to drive foot traffic to downtown businesses and increase visibility for Colfax as a regional destination; and,

WHEREAS, the City of Colfax wishes to make a donation in the amount of \$5,000.00 to the Historic Colfax Downtown Association.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to donate an amount not to exceed \$5,000.00 to the Historic Colfax Downtown Association.

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 February 2026, by the following vote of the Council:

AYES:

NOES:

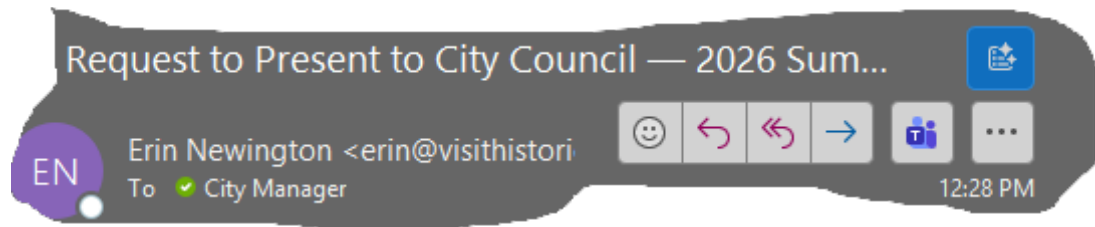
ABSTAIN:

ABSENT:

Caroline McCully, Mayor

ATTEST:

Ron Walker, Interim City Clerk



The Historic Colfax Downtown Association is respectfully requesting \$5,000 from the City's nonprofit fund to support the 2026 Historic Colfax Summer Concert Series — five free outdoor concerts on historic Gold Rush-era Main Street running May through September.

These are free, family-friendly community events open to all Colfax residents and regional visitors, designed to drive foot traffic to downtown businesses and increase visibility for Colfax as a regional destination.

We would welcome the opportunity to present the full details of the series to the Council at that time.

Thank you Ron. We really appreciate the opportunity.