

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

July 22, 2026
Open 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.

July 22, 2026
Colfax Council Agenda

2A. City Projects Report (Pages 4-8)

Recommended Action: Accept report.

2B. Minutes – June (Pages 9-13)

Recommended Action: Approve the Colfax City Council minutes dated June 24, 2026 (Regular Meeting), June 24, 2026 (Special Meeting) and July 8, 2026 (Regular Meeting) (Pages 14-15) (Pages 20-135)

2C. Refuse Collection Rate Adjustment (Pages 136-190)

Recommended Action: Receive and file

2D. Residential Care Facilities (Pages 191-202)

Recommended action: Waive second reading and adopt ordinance to amend the zoning code to bring it into conformance with the City's housing element to be effective in 30 days.

*** 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 (NONE)**

6 **PUBLIC COMMENT**

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

Public comment 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



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*July 22, 2026
Colfax Council Agenda*

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

(Pages 203-206)

**8A. Consideration to Recombine Economic Development – Community Support and Events
Appropriations into a single budget line item**

Recommended action: Provide direction to staff regarding Economic Development and Events appropriations for 2026-2027 budget.

8B. Adoption of Sales Tax and Resolution Submitting Measure to Voters *(Pages 207-220)*

Recommended action: Adopt tax ordinance; adopt resolution submitting ordinance to voters

9 GOOD OF THE ORDER

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

9A. Public Comment on Good of the Order

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

10 CLOSED SESSION

10A. Conference with Legal Counsel; Initiation of Litigation (Gov. Code § 54956.9(d)(4))

Number of potential Cases: 1

(Pages 221-231)

ADJOURNMENT

I, Gabrielle Christakes, City Clerk for the City of Colfax, declare that this agenda was posted July 17, 2026 in accordance with the Brown Act at Colfax City Hall, Colfax Post Office United States. The agenda is also available on the City website at <http://colfax-ca.gov/>



Gabrielle Christakes, City Clerk

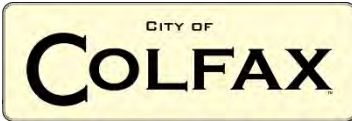
Administrative Remedies must be exhausted prior to action being initiated in a court of law. If you challenge City Council action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice/agenda, or in written correspondence delivered 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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*July 22, 2026
Colfax Council Agenda*



Staff Report to City Council

FOR JULY 22, 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: √	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Accept report.

Summary/Background

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

Week of June 28 -July 4, 2026

City Manager

- Met with City Clerk to discuss required training for Council members.
- Met with Casey, City Maintenance Supervisor to discuss 3rd of July event preparation.
- Agenda Prep.
- Worked July 3rd to help the maintenance team.

Planning Department

- Out of the Office

Maintenance Department

- Pressure washed the street and painted the crosswalks at the Depot red and white.
- Weed trimmed in front of the Best Western, the Motor Lodge, behind Hansen Bros., Roy Toms, Culver Street, Church Street, and Rising Sun Road.
- Laid new bark in front of the Memorial Building.
- Poured concrete in front of City Hall and installed a new planter.
- Repaired broken irrigation in multiple areas throughout town.
- Replaced string light bulbs at Art Park.
- Hung banners at the Depot.
- Completed removal of old bark at the Depot, installed new landscape fabric, applied pre-emergent, and spread new bark.
- Painted all curbs at the Depot.
- Completed multiple 811 utility locates.
- Set up barricades for the July 3rd parade and fireworks event.
- Worked the July 3rd community parade

Wastewater Treatment Plant/Sewer

- No issues in collection system.
- Solids in system coming down due to pressing
- Control point setting up for Lift Station 1 cutover. Found Soft start on pump 2 not working, Need to replace both Soft start units for lift Station 1.
- Weed abatement around the plant.
- Processing water out of pond 3
- Plant flows Normal this week.

City Clerk

- Prepare Council Meeting minutes for June 24th, 2026 Regular and Special Meeting
- CivicPlus training
- Staff Meeting
- Prepare Resos for Signature
- Set-up AB1825 (Supervisor) for Tim in Chambers.
- Completed AB1825 training.
- Review Record Retention policies and procedures

Administrative Services

- Reviewed and approved payroll.
- Developed a journal entry template for the City.
- Calculate 3Q 2026 LAIF interest allocation.
- Did a journal entry to post the LAIF interest in the GL for 3Q.
- Reviewed and approved cashiering batches.
- Worked on updating the sewer delinquency list as of 07/01/2026 to be sent to the County no later than 07/23/2026.
- Approved deposit.
- Did the 1st UB data pull for the ERP Pro conversion of the UB module.
- Worked with Cecilia on UB receivables out of balance.
- Completed April monthly cash reconciliation.

Engineering

- Emails and general coordination; staff meeting, complaints
- Hunter Lane construction review
- Skatepark coordination
- CDBG – coordination for work to start next week
- Assist staff with July 3rd event preparation
- Encroachment permits and coordination with PW staff

Building/Code Enforcement

- Orielly's: They changed Geotech companies and provided full analysis. Plans corrected and submitted to BV for final review. Confirmed with BV that they have all the documents for approval.

- Garage conversion to JADU at 406 N. Main St.: Providing info to owner's worker in order to complete the project. Partial footing poured under the perimeter of the building.
- Many weed abatement complaints. Notice of Violation flyers has been very effective in compliance and phone calls to repeat owners from previous years.
- Working with owner of the property next to Chevron. Construction company has been working at night, which is violation of the municipal code. Informed owner that he is responsible for the actions of the tenant.
- Working with foreman at the skate park. The project grading is almost complete.

Week of July 5 -11, 2026

City Manager

- Met with the City Engineer to discuss the CDBG paving project that is scheduled to start Monday, July 13th, Depot St., Marvin Ave., E Church St., and E. Oak St.
- I have made drop-in inspections of the Skate Park project area and found that the contractor has started forming for concrete.
- Attended a meeting with 4-leaf, and Cal OES to discuss the FEMA Home Hardening Defensible Space Grant submissions of residences that are ready to move forward with the process.
- Attended the City Council Meeting.
- Signed Council Approved Local 39 Contract.
- Met with Jaylen Wright, SCS United States Postal Service to discuss their Management System Manager to update city residential postal addresses.

Planning Department

- Continued zoning inquiries regarding Kneeland property
- Zoning confirmation letter for 130 Whitcomb
- Updated staff report for 2nd reading of Residential Care Facilities (consent on July 22nd)
- Meeting and research on cultural resources/CEQA for Sierra Oak subdivision related to home hardening
- Still waiting for confirmation from post office that addresses have been assigned.

Maintenance Department

- Picked up all barricades from the July 3 event.
- Cleared weeds in front of Mountain Village.
- Cleared weeds the entrance to the splash pad.
- Cleared weeds the entrance and exit of the baseball field.
- Completed multiple 811 utility locates.
- Pressure washed and cleaned up Roy Toms area.
- Mowed most City parks.
- Removed dumped couches, beds, and other household items from Sherwood.
- Repaired broken irrigation at the ballpark.
- Completed the City's backflow inspections; all inspections passed.

Wastewater Treatment Plant/Sewer

- No issues in collection system.
- Solids in system coming down due to pressing
- Control point at lift station 1 for cutover. Control point installing communications at lift station 3 and 5
- Weed abatement around the plant.
- Processing water out of pond 3
- Plant flows Normal this week.

City Clerk

- Staff Meeting
- Records Retention (document identification)
- Webpage training videos.
- CivicPlus Minute module training
- Clerked Regular Council Meeting
- Attended Candidate Filing Workshop
- Work with Conor on Sales Tax Ballot Measure w/Placer County.

Administrative Services

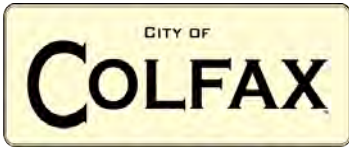
- Attended Tyler status biweekly meeting with Heather and Matthew (Tyler Project Manager).
- Attended Tyler UB CFSA (current future state analysis) meeting Monday and Tuesday afternoon with Heather and Tyler UB implementation specialist.
- Updated the represented and non-represented pay scales for payroll PAF updates.
- Reviewed and approved cashiering batches.
- Completed updating the sewer delinquency list as of 07/07/2026 to be sent to the County no later than 07/23/2026. Sent out a final delinquency notification with the utility bills.
- Approved deposit.
- Met with R3 regarding SB1383, organic waste to go over what they need to do the City reporting and the items we need to update to be compliant. The City needs to setup SB1383 log and start reporting what the City purchases in paper products to be compliant.
- Participated in a meeting with 4Leaf regarding the Home Hardening grant and what CalOES is asking for to do compliance testing. I answered the questionnaire and provided financial documents and policies that were on the list provided to the City by CalOES.

Engineering

- Emails and general coordination; staff meeting, complaints
- Hunter Lane construction review
- Skatepark coordination
- CDBG – coordination
- Visit GSPC for new sign
- Sewer evaluations
- Encroachment permits and coordination with PW staff

Building/Code Enforcement

- Orielly's: BV has approved retaining wall plans. Preparing documents for permit.
- Garage conversion to JADU at 406 N. Main St.: Another partial footing poured under the perimeter. Inspected the next footing.
- Many weed abatement complaints. Following up on the Notice of Violations. Majority have been completed.
- Working with foreman at the skate park. Forms are finished and rebar installation under way.
- 211 Grass Valley St.: final inspection completed for the new ADU that replaced the house that burned down.



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 REGULAR MEETING MINUTES

June 24, 2026
Open Session 6:01 PM

1 OPEN SESSION

1A. Call Open Session to Order

The June 24, 2026 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, Trinity Burruss, 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 Trinity Burruss and a second by Councilmember Sean Lomen, Council voted 5-0 to accept the Agenda Order as presented.

Ayes: Councilmembers Kim Douglass, Sean Lomen, Trinity Burruss, Mayor Pro Tem Larry Hillberg and Mayor Caroline 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: approval of minutes, should read, “With a motion by Councilmember Burrus and a second by Councilmember Hillberg, Council voted 5-0 approving the Consent Calendar with the removal of Items 2(C) and 2(E) for separate consideration

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

Noes: None

Abstain: None

Absent: None

2A. City Projects Report

Recommended Action: Accept report.

2B. Minutes – June 10, 2026 Regular Meeting

Recommended Action: Approve the Colfax City Council minutes dated June 10, 2026 (Regular Meeting),

2D. Local 39 Employment Labor Agreement

Recommended Action: Approve Resolution No. __-2026, authorizing the Mayor and City Manager to execute the updated Memorandum of Understanding between the City of Colfax and IOUE, Stationary Engineers, Local 39 Representing General Employees July 1, 2026 through June 30, 2029.

With a Motion by Councilmember Trinity Burruss and a second by Mayor Pro Tem Larry Hillberg, Council voted 5/0 to approve Items 2A, 2B and 2D

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

Noes: None

Abstain: None

Absent: None

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

2C. Forklift for Wastewater Plant

Recommended Action: Adopt Resolution __-2026 Authorizing the City Manager to purchase a forklift for the Wastewater Treatment Plant in an amount not to exceed \$43,144.04 and authorize the City Manager to execute all necessary purchase documents.

With a Motion by Councilmember Trinity Burruss and a second by Councilmember Sean Lomen, Council voted 5/0 to approve Item 2C

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

Noes: None

Abstain: None

Absent: None

2E. Employee Handbook Update

Recommended Action: Approve Resolution No. __-2026, adopting the updated City of Colfax Employee Handbook to supersede the Employee Handbook adopted July 1, 2017, and authorizing the City Manager to make non-substantive corrections as needed.

With a Motion by Councilmember Trinity Burruss and a second by Mayor Pro Tem Larry Hillberg, Council voted 5/0 to approve Item 2E

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

Noes: None

Abstain: None

3 AGENCY REPORTS -

3A. Placer County Sheriff's Office

Sgt. Tobi Williams reported:

- The missing elderly gentleman remains missing. Four search operations have been conducted to date, and follow-up efforts continue on all investigative leads.
- Assisted CHP with traffic control and incident management for an overturned big rig.
- Responded to a DUI-related collision at Highway 174 and Main Street. The driver was arrested and booked for driving under the influence.

Public Comment question will be addressed by CalFire

3B. California Highway Patrol

Lt Blayne Kilkenny, Gold Run CHP reported:

- There were 1,719 enforcement contacts over the last month, resulting in 1,160 traffic citations (including 835 for speeding) and 11 arrests.
- Maximum enforcement operations will be in effect during the July 4 holiday period.
- On June 20, 2026, a statewide maximum DUI enforcement operation was conducted, resulting in 85 enforcement contacts, 16 citations, and 0 DUI arrests.
- Compared to the same time period one year ago, there was an 18% reduction in accidents.

No public comment received

3C. Placer County Fire Department/CALFIRE**Battalion Chief Josh White reported:**

- Completed a 26-acre prescribed burn at the Wastewater Treatment Plant.
- All stations are currently operating at peak staffing levels.
- On July 2, training will be conducted for new firefighters in the Burnt Flat area across approximately 14 acres. This training will also provide valuable leadership and management development opportunities for company officers, as well as future fire prevention management training.
- Conducted aircraft training with newer pilots over the past several days, involving an air attack plane, air attack tankers, and one helicopter. Training included operations with the Chinook out of Truckee and focused on aggressive wildfire suppression tactics in canyon environments, as well as ensuring effective communication and coordination.
- No public comments were received

3D. Caltrans None**3E. Non-Profits None**4 **PRESENTATIONS None**5 **PUBLIC HEARING None**8 **COUNCIL BUSINESS****8A.****Renewal of Agreement for Law Enforcement Services with the Placer County Sheriff's Office**

Recommended Action: Adopt Resolution __-2026 Approving the renewal of the Agreement for Law Enforcement Services between the City of Colfax and the Placer County Sheriff's Office for Years 2026-2029 (July 1, 2026-June 30, 2029) and authorize the City Manager to execute the agreement.

With a Motion by Councilmember Trinity Burruss and a second by Councilmember Sean Lomen, Council voted 4/1 to adopt Resolution __-2026 Approving the renewal of the Agreement for Law Enforcement Services between the City of Colfax and the Placer County Sheriff's Office for Years 2026-2029 (July 1, 2026-June 30, 2029) and authorize the City Manager to execute the agreement

Ayes: Councilmembers Sean Lomen, Kim Douglass, Trinity Burruss, and Mayor Caroline McCully.

Noes: Mayor Pro Tem Larry Hillberg

Abstain: 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 Lomen –
 - o Firesafe Council meeting 6/25/26 at 6:00PM
- Councilmember Douglass –
 - o Looking forward to celebrating 3rd of July. Attended the Town. Will be attending the 4th of July parade in Auburn
- Mayor Pro Tem Hillberg –
 - o Would like Councilmembers to provide brief written reports on Committee meetings they attend
 - o Inquiring about cameras (Flock). When and how was the decision made to allow the sheriff to install in the city
 - o Inquired about the removal of the tree outside City Hall
 - o Would like to talk again about the non-profit budget decision
- Councilmember Burruss-
 - o Nothing–
- Mayor McCully –
 - o Gave an update on 3rd of July events
 - o Clarified that City Manager has the authority to address the operation of the city

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.

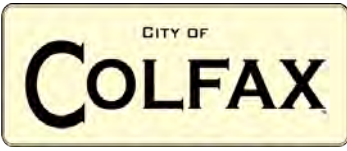
No Public Comment received on Good of the Order.

10 CLOSED SESSION None

ADJOURNMENT

The June 24, 2026 City of Colfax City Council was adjourned at 7:30 p.m. by Mayor McCully.

Gabrielle Christakes, 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

SPECIAL MEETING DRAFT MINUTES

June 24, 2026
Open Session 6:00 PM

1 OPEN SESSION

1A. Call Open Session to Order

The June 24, 2026 Special Meeting of the City of Colfax City Council was called to order at 7:31 p.m. by Mayor McCully.

1B. Pledge of Allegiance

1C. Roll Call

Present: Councilmembers Trinity Burruss, Kim Douglass, 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 Burruss and a second by Councilmember Sean Lomen, Council voted by roll call vote 5-0 to accept the Agenda Order as presented.

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

Noes: None

Abstain: None

Absent: None

2 COUNCIL BUSINESS

2A. Resolution calling election on transactions and use tax for street maintenance

Recommended Action: Adopt Resolution __-2026 calling an Election on a Transactions and Use Tax (sales tax)

Action: With a motion by Councilmember Burruss and a second by Councilmember Sean Lomen, Council voted by roll call vote 4-1 to adopt resolution __-2026 calling an election on a transactions and use tax (sales tax).

Ayes: Councilmembers Trinity Burruss, Kim Douglass, Sean Lomen, and Mayor Caroline McCully

Noes: Mayor Pro Tem Larry Hillberg

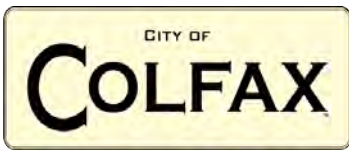
Abstain: None

Absent: None

-ADJOURNMENT

The June 24, 2026 Special Meeting of the City of Colfax City Council was adjourned at 7:40 p.m. by Mayor McCully.

Gabrielle Christakes, 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 REGULAR MEETING MINUTES

July 08, 2026
Open Session 6:01 PM

1 OPEN SESSION

1A. Call Open Session to Order

The July 8, 2026 City of Colfax City Council was called to order at 5:59 p.m. by Mayor McCully.

1B. Pledge of Allegiance

1C. Roll Call

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

Absent: Councilmember Sean Lomen

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 Trinity Burruss and a second by Mayor Pro Tem Hillberg, Council voted 4-0 to accept the Agenda Order as presented.

Ayes: Councilmembers Kim Douglass, Trinity Burruss, Mayor Pro Tem Larry Hillberg and Mayor Caroline McCully

Noes: None

Abstain: None

Absent: Councilmember Sean Lomen

1E. Statement of Conflict of Interest

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

2 CONSENT CALENDAR

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Action: With a motion by Councilmember Trinity Burruss and a second by Mayor Pro Tem Hillberg, Council voted by roll call vote 4-0 approving the Consent Calendar with the removal of Item 2B to be brought back with transcripts at the next meeting

Ayes: Councilmembers Trinity Burriss, Kim Douglass, Mayor Pro Tem Larry Hillberg and Mayor Caroline McCully.

Noes: None

Abstain: None

Absent: Councilmember Sean Lomen

2A. City Projects Report

Recommended Action: Accept report.

2C. Salary and Benefit Adjustment Non-Represented Employees

Recommended Action: Adopt Resolution __-2026, Adopting a resolution approving salary and benefits adjustments for non-represented employees consistent with the terms approved in the Memorandum of Understanding (MOU) between the City and Employee Local 39 Bargaining Unit

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

3 AGENCY REPORTS -

3A. Placer County Sheriff's Office

Sgt. Tobi Williams reported:

- 178 Calls, 5 arrests, 32 traffic stops, 10 citations
- 3rd of July Only 1 arrest for Public Intoxication before event even started
- Between 15,000-16,000 people attended with traffic being the biggest issue
- 18 Law Enforcement present, including CalFire Law enforcement

Public Comment question will be addressed by CalFire

3B. California Highway Patrol

Gold Run CHP reported:

- 680 Citations, 46 speeding, 7 arrests, 19 collisions- 0 fatal
- Joint Commercial enforcement operation on 7/1/26 from 0600-1800. 72 Contacts, 46 citations, 10

No public comment received

3C. Placer County Fire Department/CALFIRE

Battalion Ryan Bernard reported:

- 116 Calls for service. 12 Vegetation fires, 1 structure fire, 2 Vegetation Fires
- All stations are currently operating at peak staffing levels.
- On July 2, training will be conducted for new firefighters in the Burnt Flat area across approximately 14 acres. This training will also provide valuable leadership and management development opportunities for company officers, as well as future fire prevention management training.
- Conducted aircraft training with newer pilots over the past several days, involving an air attack plane, air attack tankers, and one helicopter. Training included operations with the Chinook out of Truckee and focused on aggressive wildfire suppression tactics in canyon environments, as well as ensuring effective communication and coordination.
- No public comments were received

3D. Caltrans

Sean Shaw Caltrans District 2 Project Manager, provided a PowerPoint of roadwork being done

3E. Non-Profits

Caroline Presson reported:

- Relayed all the positive feedback received for the 3rd of July. Fireworks are the talk of everyone.
- Entertainment Zone was a complete success with very few problems
- 2027 3rd of July already in the works

Caroline McCully w/Railroad Days

- National Night Out is August 4 @ Depot from 5:30 pm to 8:00 pm

4 **PRESENTATIONS** None

5 **PUBLIC HEARING** None

6 **PUBLIC COMMENT**

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

cannot act on items not listed on this agenda but may briefly respond to statements made or questions posed, request clarification, refer the matter to staff, or place the matter on a future agenda.

7 **COUNCIL AND STAFF**

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

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

- Councilmember Burruss: Nothing to Report
- Councilmember Douglass: Reported no official meetings
- Mayor Pro Tem Hillberg: No meetings
- Mayor McCully: Skatepark bowl taking shape, moving caboose with a track panel
-

7B. City Operations Update – City Manager

- Met with 4Leaf and Cal OES

8 **COUNCIL BUSINESS**

8A. Consideration to Recombine Economic Development – Community Support and Events Appropriations into a single budget line item

Recommended action: Adopt Resolution __-2026 directing staff to Recombine Economic Development – Community Support and Events Appropriations into a single budget line item

With a motion by Councilmember Burruss and second by Mayor Pro Tem Larry Hillberg, Council voted 4/0 to continue to July 22, 2026 meeting

8B. 4th of July Decorating Contest

Recommended action: Discuss and award the 1st, 2nd, and 3rd place participants

Awards for Best Business: 1st to Wrecking Crew, 2nd to Cocos Candy and Creamery, 3rd to US Bank

Awards for Best Houses: 1st 48 Grass Valley St, 2nd 43 E. Church

8C. Introduction of Sales Tax and Resolution Submitting Measure to Voters

Recommended action: Introduce tax ordinance; adopt resolution submitting ordinance to voters

With a Motion by Mayor Pro Tem Larry Hillberg and a second by Councilmember Douglass, Council voted 4/0 to introduce and waive first reading of an ordinance imposing a transactions and

use tax.”

Ayes: Councilmembers Kim Douglass, Councilmember Trinity Burruss, Mayor Pro Tem Larry Hillberg and Mayor Caroline McCully.

Noes: None
Abstain: None
Absent: Councilmember Sean Lomen

8D. Resolution to call a Regular Meeting for July 15, 2026

Recommended action: Approve Resolution __-2026 calling Regular City Council Meeting for July 15, 2026

No action – No meeting scheduled

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 Lomen – Absent
- Councilmember Douglass –
 - Announced the death of Auburn Councilmember Mike Holmes
- Mayor Pro Tem Hillberg –
 - Flock Cameras
- Councilmember Burruss-
 - Looked into Flock Camera Ordinance. Would like to see a productive conversation from a more holistic manner
- Mayor McCully –
 - None

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 Comment received on Good of the Order.

10 CLOSED SESSION None

ADJOURNMENT

The July 08, 2026 City of Colfax City Council was adjourned at 7:48 p.m. by Mayor McCully.

Gabrielle Christakes, City Clerk

TRANSCRIPT JUNE 10, 2026

0:01

1 second

Council member Burrus absent. Council member Douglas present.

0:05

5 seconds

Council member Loman here.

0:09

9 seconds

Mayor Pro Hilbert here. And Mayor McCaulay.

0:13

13 seconds

City Clerk All four members are present. We have a quorum. **Mayor McCully** Thank you very much.

0:18

18 seconds

Mayor McCully All righty. Sorry. Answering text at the same time. All right. So, we're going to start with agenda order. May I have a motion to approve the agenda order? **Council Member Lomen** Move to approve.

0:27

27 seconds

Second. **Mayor Pro Tem Hillberg** I second. Thank you. Do all in favor?

0:30

30 seconds

Mayor McCully any opposed. All right, fantastic. It's been approved. Do we have any new conflicts of interest from council? No change.

0:37

37 seconds

No. Nobody. Nope. All right, we're good to go. **Mayor McCully** So, we'll start with our consent calendar. So, all items on the consent calendar are considered routine in

0:45

45 seconds

nature and will be approved by one blanket motion with the council vote unless a council member or a member of the public request an item to be pulled

0:52

52 seconds

for discussion. Items pulled will be discussed after the consent calendar vote. So, does anybody from the council want to pull something?

0:59

59 seconds

Mayor Pro Tem Hillberg I'd like to pull 2D.

1:01

1 minute, 1 second

Mayor McCully 2D the letter. Thank you. We'll go ahead and pull 2D. Does anybody from the public want to pull anything from the consent calendar? No. All right. Can I

1:09

1 minute, 9 seconds

have a motion then to approve the consent calendar without item 2D?

1:13

1 minute, 13 seconds

Council Member Lomen Move to approve the consent calendar with the exception of 2D. **Council Member Douglass** Second. **Mayor McCully** Seconds. All right. All in favor? I.

1:20

1 minute, 20 seconds

I. **Mayor McCully** Okay. All right. So 2D, that was our Colfax Visitor Center letter of appreciation for our donation. Larry,

1:30

1 minute, 30 seconds

Mayor Pro Tem Hillberg yes, I think we should read it in public and not just leave it in the agenda.

1:34

1 minute, 34 seconds

Mayor McCully Um, we can absolutely do that. Let me pull it up on the right page. So yes, at our last meeting, we uh Amy Andrews from

1:41

1 minute, 41 seconds

the visitor center came and asked for a donation. Um, she of course had made a great investment into when we expected Big Boy to stop and alas, UP once again

1:51

1 minute, 51 seconds

did not let it stop. So, and then she asked for support to make up for those profits that she was looking for so she

1:58

1 minute, 58 seconds

could do some improvements to the visitor center as it is our number one place where a lot of people stop to see Colfax for the first time with the bus and

2:06

2 minutes, 6 seconds

Amtrak. So, she sent us a letter and it says, "Dear city manager, mayor, and members of the Colfax City Council, on

2:13

2 minutes, 13 seconds

behalf of the Colfax Visitors Center and our volunteers, thank you for your support of our recent funding request.

2:19

2 minutes, 19 seconds

The city's investment in the visitors center recognizes the important role it plays in welcoming visitors, travelers, and future customers to our community.

2:28

2 minutes, 28 seconds

The approved funding will allow us to improve visibility, signage, displays, and visitor experiences at the historic depot, helping us better serve residents

2:37

2 minutes, 37 seconds

and visitors alike. We value your confidence in our organization and look forward to putting these funds to work in a way that reflects positively on the

2:45

2 minutes, 45 seconds

city of Colfax. We are proud to partner with the city in promoting Colfax and creating a positive first impression for everyone who visits our community. Thank

2:52

2 minutes, 52 seconds

you again, Amy, Randy, Tim, Linda, Louise, Larry, and Swind. So, that was her letter.

3:00

3 minutes

Um, do we have any comments on that or do you want to just go ahead and approve it?

3:04

3 minutes, 4 seconds

Mayor Pro Tem Hillberg No, just say thank you. That works for me.

3:07

3 minutes, 7 seconds

I think that we only get one chance to make a first impression and they are usually the ones that do it. So, I thought it appropriate that it be done out loud. So, thanks.

3:17

3 minutes, 17 seconds

Mayor McCully Okay. Do we have anybody from the public that wanted to make a comment? No. All right. Then, can I get a motion to approve 2D?

3:25

3 minutes, 25 seconds

Mayor Pro Tem Hillberg So, moved.

3:27

3 minutes, 27 seconds

Second. **Mayor McCully** Okay. Sean's got the second. All in favor? Okay.

3:32

3 minutes, 32 seconds

Perfect. Next item on the agenda is our agency reports. And we will start with Placer County Sheriff.

3:47

3 minutes, 47 seconds

Good evening. How is everybody tonight?

3:50

3 minutes, 50 seconds

Good, good, good. Sergeant **Toby Williams**, Placer County Sheriff's Office.

3:54

3 minutes, 54 seconds

Uh some things to share with you from last month. Uh the month of May was actually quite busy for us in the city

4:01

4 minutes, 1 second

of Colfax. We had uh 182 total calls for service as opposed to 124 last month or

4:09

4 minutes, 9 seconds

excuse me the month before. Um 10 transient calls were for April, 12 for

4:16

4 minutes, 16 seconds

uh last month in May. The vast majority of our calls for service um were

4:22

4 minutes, 22 seconds

generated from the public. Uh 98 and 84 were generated by uh the sheriff's

4:29

4 minutes, 29 seconds

office. Uh I'm proud to say that last uh last month or excuse me in April I

4:36

4 minutes, 36 seconds

believe we had 14 traffic stops we had 35 in the month of May. So uh of note in

4:43

4 minutes, 43 seconds

the last two weeks our uh enhanced enforcement detail uh came up on three

4:50

4 minutes, 50 seconds

occasions and did a a multitude of traffic stops uh contacts and then just assisted us with calls for service as an

4:57

4 minutes, 57 seconds

extra body. So they they are making their rounds uh trying to make an impact on some of the uh the traffic issues that you guys are having for the

5:07

5 minutes, 7 seconds

graduation. Um things went really really well for Colfax High School and uh we actually tried it out a little bit this

5:14

5 minutes, 14 seconds

year. We had two deputies at uh two separate intersections to try to get some of the traffic out a little bit

5:21

5 minutes, 21 seconds

faster and according to some folks that my deputies have contacted after the fact, it actually worked out pretty well. um not having been here for the

5:30

5 minutes, 30 seconds

prior graduation, but uh seeing the cars actually move around a little bit easier instead of just that stop and go stuff uh

5:38

5 minutes, 38 seconds

seemed to worked out. So hopefully hopefully you guys noticed that. Uh we're uh in full swing with summer um

5:46

5 minutes, 46 seconds

working with Cal Fire. I was with Chief Burgard on a fire earlier today. Um it's happening. So, um, not to steal his

5:55

5 minutes, 55 seconds

thunder or anything like that, but, uh, you'll be seeing us around if things get a little

6:01

6 minutes, 1 second

hot, so to speak. Um, but, uh, hopefully, you know, we'll have a a good summer and and even better, some good

6:09

6 minutes, 9 seconds

responses to help you guys out if something were to happen.

6:13

6 minutes, 13 seconds

um still getting ready for July 3rd and uh we'll be having a meeting with um the the council and whatnot uh here in a couple weeks to get that squared away.

6:24

6 minutes, 24 seconds

Any questions?

6:27

6 minutes, 27 seconds

Mayor McCully I'm curious, what did you do different for graduation that you felt made it easier to help people get? **Toby Williams** Uh we so we

6:33

6 minutes, 33 seconds

posted uh at um town square here and then we did another one I believe

6:42

6 minutes, 42 seconds

up here at Rising Sun and we just basically wave traffic through uh kind of like a stoplight system rather than

6:50

6 minutes, 50 seconds

everybody stop and go. So, we were able to get um you know, I couldn't tell you, but 10 to 12 cars in one one direction

6:59

6 minutes, 59 seconds

first, 10 to 12 cars the other instead of everybody having to to play the stop sign game. So, yep.

7:06

7 minutes, 6 seconds

Mayor McCully Do we have any questions from the public? All right. Thank you very much. Thank you. All right. CHP.

7:17

7 minutes, 17 seconds

Uh good evening everybody. Officer Jason Lyman, Gold Run, CHP, public information officer. Uh, I was going to go over a

7:25

7 minutes, 25 seconds

few of our stats for for last month. Um, we had a issued a total of 964

7:32

7 minutes, 32 seconds

citations. We had a total of uh 335 uh warnings with for a total enforcement contacts of 1,380.

7:45

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We uh had 244 motorist services. We had uh 20 arrests. Uh 10 of those were DUI

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related. Uh thankfully we know had no fatality collisions. We did have out a

8:02

8 minutes, 2 seconds

total of 34 collisions. 10 were um injury collisions and 24 were property

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8 minutes, 10 seconds

damage only collisions. Um the other thing to talk about is the you know construction that's going to be a big

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8 minutes, 19 seconds

thing for the next several years. The project uh the widening lane from you know Applegate area all the way through

8:28

8 minutes, 28 seconds

they've got it broken up into several different sections but that's a a four-year project to get that done. Um

8:34

8 minutes, 34 seconds

so they're uh the Applegate area that's handled by the Auburn CHP office. Um right now they're currently in our area

8:43

8 minutes, 43 seconds

working in the Blue Canyon area. Um they also have the Highway 20 bridge still um

8:50

8 minutes, 50 seconds

getting that all torn down. They've got all the traffic moved over onto the one side. So the freeway traffic is moving

8:58

8 minutes, 58 seconds

fine, but there still is closures on the Highway 20 for demolition of the of the bridge. They're opening and closing it

9:07

9 minutes, 7 seconds

at different intervals for different things, but uh that is supposed to be finishing up uh with the demolition part

9:16

9 minutes, 16 seconds

um by next week. That's the the plan anyway. So hopefully that all goes according to plan. Um so other than that, do we have any questions for me?

9:29

9 minutes, 29 seconds

Mayor McCully Do you have any questions from the public? Nothing from the council. All right.

Thank you.

9:34

9 minutes, 34 seconds

Thank you so much. Wait, I actually I lied. I do have a quick question. What's your countdown till your retirement? Uh just under four months.

9:42

9 minutes, 42 seconds

Jason Lyman It's getting close. I was trying to remember. All right. Y All right. Plaster County Fire CalFire.

9:53

9 minutes, 53 seconds

Hey, good evening. My name is Eric Schwab. I'm a assistant chief with CalFire and Plaster County Fire. So, as of um April, we've been at peak staffing

10:01

10 minutes, 1 second

for CalFire. what that means um for the county and CalFire You have two fire engines sitting full-time in Colfax, two

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10 minutes, 9 seconds

sitting up at Alta, two down in Auburn just down the road along with a dozer and two hand crews available out of Auburn. So, uh things are picking up as you heard. Um today's been going crazy.

10:20

10 minutes, 20 seconds

We've been in a red flag warning at the first of every month. a prediction output is given to us through um through

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Cal Fire and basically it said exactly what we all would think it would say.

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10 minutes, 33 seconds

It's going to get hotter and dry and we're going to get more busy. So nothing out of the ordinary. Um so we'll we'll see what it brings. Um as far as that

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goes for activity up here in the Colfax area, um we were hoping to do some prescribed fire at Burnt Flat. We just walked that area yesterday. We're going

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10 minutes, 49 seconds

to postpone that until the fall. Um it's just already a little bit too dry for those 10-hour fuels for us to comfortably go burn it. Um we are going

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10 minutes, 58 seconds

to be trying to burn next week, I believe the 16th. Um we don't have the date pinned down completely, but next week around the water treatment plant um

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11 minutes, 6 seconds

here in the city. So that burn is is scheduled to go on. So hopefully the weather will cooperate and allow us to get that accomplished moving forward.

11:15

11 minutes, 15 seconds

I'm talking with Chief Burgard. Um we're we're on track too for the July 3rd fireworks show. um he'll get some additional information with you, but that's all tracking accordingly. Um

11:24

11 minutes, 24 seconds

aircraft uh our air attack and one air tanker showed up at Grass Valley Air Base at the end of last month. So that

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is here and available. June 1st, we had a type 1 helicopter exclusive use that sits at Truckee that's available for

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11 minutes, 38 seconds

us to use whenever we need it. And here next Monday, another type one exclusive use helicopter will be stationed out of

11:46

11 minutes, 46 seconds

Auburn. So real quick turnaround um stats. Last year, the helicopter out of Auburn was the busiest helicopter um in the Cal in the CalFire fleet.

11:55

11 minutes, 55 seconds

So, we're we're super excited to get that and we'll have the second air tanker on board um here hopefully by the 15th up at Grass Valley. So, we're we're

12:03

12 minutes, 3 seconds

in full swing and ready for anything that happens and um we're obviously cooperatively with the Placer County Sheriff's Office that we're literally

12:11

12 minutes, 11 seconds

chasing each other to incidents to um initiate instantly evacuations if that needs to happen. incident command. So,

12:19

12 minutes, 19 seconds

um I've worked in several counties and and this is the best model um I've ever seen. So, I want to commend and and CHP

12:26

12 minutes, 26 seconds

is is chasing us down as well. Um last thing I'll leave you guys with some sad news. Um Battalion Chief Clint Sbert has

12:34

12 minutes, 34 seconds

taken a transfer to Auburn. Um I was trying to get him up here tonight to be able to say goodbye to you folks and he

12:41

12 minutes, 41 seconds

literally um a fire he got toned out to a fire um not too far from here just literally as I was pulling in here. So I

12:49

12 minutes, 49 seconds

will I will get him here to to say goodbye to you folks. So um I've already advertised that position. I have a ton of interest um in filling that position

12:57

12 minutes, 57 seconds

with some great candidates. Um we have a new list so a lot of um young eager captains are going to be competing for

13:04

13 minutes, 4 seconds

that job. So hopefully here um maybe at the the 2nd July meeting I'll be introducing a new battalion chief for you guys here in Colfax.

13:15

13 minutes, 15 seconds

Any questions for me?

13:16

13 minutes, 16 seconds

Mayor McCully Yep. Any questions from the council? Any questions from the public? All right. Thank you.

13:23

13 minutes, 23 seconds

Um and Calrans was supposed to be here tonight, but he got out of a meeting late and he wasn't going to be here. Um, I do know that when we had the two different big rigs that decided to high

13:32

13 minutes, 32 seconds

center themselves at 174 to Rollins, uh, they responded relatively quickly to an email and got a sign up to send the

13:39

13 minutes, 39 seconds

truck traffic this way. So, they stopped turning left to try to go up Rollins.

13:43

13 minutes, 43 seconds

Um, and they know about the concerns of how they did the lane shifts down in the the Weimar area. So, they are addressing those for us and they will be here with

13:52

13 minutes, 52 seconds

a full presentation hopefully in two weeks is the plan. All right. Nonprofits

14:05

14 minutes, 5 seconds

Okay. Hi, I'm **Caroline Glenn Preston** from the Wrecking Crew in the 3rd of July committee. I'm here to give you an

14:12

14 minutes, 12 seconds

update on this year's 3rd of July celebration. We are incredibly excited for this year's event and hope we have

14:20

14 minutes, 20 seconds

made our community proud as we celebrate our nation's 250th birthday.

14:26

14 minutes, 26 seconds

Thanks to your generous donations, our corporate partnerships, community fundraisers, and vendor feeds, we have

14:35

14 minutes, 35 seconds

been able to add several new attractions to our community and visitors to enjoy.

14:41

14 minutes, 41 seconds

In addition to our amazing craft vendors, we will have 11 food trucks, seven treat vendors, the return of the

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14 minutes, 49 seconds

Highland mini calves from Winterfest, the ever popular tortoises.

14:55

14 minutes, 55 seconds

We'll have races with the tortoises, pie eating contest, and we added baby goats this year.

15:03

15 minutes, 3 seconds

We will be having music throughout the evening with one of our favorite local bands, Malarkey, as well as a wandering

15:10

15 minutes, 10 seconds

juggler, the kids parade, the Lions Club parade. And we are also beyond honored that several branches of our active

15:19

15 minutes, 19 seconds

military have accepted our invitation to join us for the celebration.

15:25

15 minutes, 25 seconds

Creating a family-friendly in event continues to be one of our highest priorities. We know that families often choose events based on the cost of feeding and entertaining their children.

15:36

15 minutes, 36 seconds

With that in mind, we have expanded the kids zone into a lot of into the lot of art and increase the amount of free

15:43

15 minutes, 43 seconds

entertainment available. This year will feature additional games and expanded craft table thanks to Freedom Print,

15:51

15 minutes, 51 seconds

two-face painters, a scheduled magic show, hula hoop performances and lessons, and gi a giant bubble show.

16:00

16 minutes

There are two things we hear most often at every major event. Fireworks and parking. Thanks to the city council

16:09

16 minutes, 9 seconds

support, this year's fireworks show is going to be bigger and better than ever.

16:15

16 minutes, 15 seconds

Thank you very much again for that generous donation. Our fireworks guys got that check from you and uh it's been

16:24

16 minutes, 24 seconds

confirmed we will have a much bigger show, much more entertaining and it will actually be 250th year themed with a lot

16:34

16 minutes, 34 seconds

of red, white, and blue. He said so. And thanks to partnerships with both

16:41

16 minutes, 41 seconds

Colfax Elementary School and Colfax High School, we have hired a shuttle bus to transport visitors from the school parking lots into downtown with a stop

16:50

16 minutes, 50 seconds

at the sheriff's substation. That ought to make it a lot easier on us.

16:57

16 minutes, 57 seconds

We hope that this will help reduce traffic congestion and discourage parking in front of driveways and restricted areas. Overall, we are

17:05

17 minutes, 5 seconds

looking forward to an incredible event for both our community and our guests.

17:10

17 minutes, 10 seconds

The city decorating contest is already underway and additional patriotic decorations will be added throughout

17:17

17 minutes, 17 seconds

downtown on a regular basis. On another note, there has been a claim that this year marks the 50th anniversary of Colfax's 3rd of July celebration.

17:28

17 minutes, 28 seconds

If that is true, we wanted to appropriately honor that tradition. To verify the history, we consulted local historian Roger Stab and asked if he had

17:38

17 minutes, 38 seconds

documentation showing when the third of July celebration came to the community tradition. Roger discovered as many

17:46

17 minutes, 46 seconds

residents have shared that Colfax hosted two and three-day celebrations during the late 18 1980s

17:55

17 minutes, 55 seconds

and the early 1900s. While that sounds like a lot of fun, I'm not sure our committee is quite that ambitious. But

18:03

18 minutes, 3 seconds

if the other groups would like to help organize and multi-day celebration in the future, we are open to that idea.

18:10

18 minutes, 10 seconds

The earliest documented record Roger found of fireworks being held on July 3rd dates to 1994.

18:19

18 minutes, 19 seconds

He believes the tradition may have started in 1992, 1993 or 1994, but records from 1992 and 1993 are unavailable.

18:32

18 minutes, 32 seconds

What we do know is that the primary community celebration remains centered on July 4th through at least 1998.

18:40

18 minutes, 40 seconds

So this year we proudly celebrate the 250th birthday of our nation,

18:47

18 minutes, 47 seconds

approximately 32 years of 3rd of July fireworks in Colfax and 116 years of the

18:54

18 minutes, 54 seconds

city of Colfax. Finally, I encourage everyone to join us this Sunday for our more we're going to have a car wash at

19:02

19 minutes, 2 seconds

the Key Salon for a fundraiser for the 3rd of July. this. We were going to do

19:09

19 minutes, 9 seconds

three, but rain has kept us from doing that. So, we are going to finally have one this weekend and we hope to see everybody there.

19:19

19 minutes, 19 seconds

Let's come together, support the celebration, and get ready to paint KFEX red, white, and blue. Thank you. And I

19:26

19 minutes, 26 seconds

do want to add that I put in several messages and phone calls to the Quinn family to find out when the first 3rd of

19:35

19 minutes, 35 seconds

July was and to uh Bonnie Wayland um heart because her dad was the last

19:42

19 minutes, 42 seconds

known Pyrotech. And he I can find an article only dating back to 2010 where he said that up until the few years

19:51

19 minutes, 51 seconds

before that he had been doing the fireworks.

19:56

19 minutes, 56 seconds

That's as close as we could come. I found an article in 1988 that confirmed there was a Fourth of July. So that's as far back as we can we can pin it down.

20:08

20 minutes, 8 seconds

We've been doing a lot of research and asking a lot of locals that have been here a long time.

20:14

20 minutes, 14 seconds

So, we may get to the bottom of it. I just don't know when and how, but when we do, I will gladly share that information.

20:21

20 minutes, 21 seconds

Thank you. Thank you.

20:24

20 minutes, 24 seconds

Mayor McCully See, that's the question I see on Facebook all the time. It's why do we do this on the third?

20:29

20 minutes, 29 seconds

All right. It doesn't look like we have any other nonprofit reports this evening. So, we will go ahead and start with our presentations. Uh, it's going to be the celebration of Placer County's

20:37

20 minutes, 37 seconds

175th anniversary. So, please welcome Mr. **Chatigny**, the CEO of Placer County.

20:47

20 minutes, 47 seconds

Daniel Chatigny Thank you, Mayor Moly and council members. I'm **Daniel Chatigny** Placer County CEO. Um, as Placer County celebrates its 175th anniversary this

20:55

20 minutes, 55 seconds

year, we are taking time to both reflect on our past and envision our future. We are proud to be comprised of communities, towns and cities like Colfax

21:04

21 minutes, 4 seconds

which have distinct distinctive qualities and charm yet together make us uniquely Placer. The first settlers many of whom came to find gold remained on

21:12

21 minutes, 12 seconds

this land because of the many opportunities they enjoyed long after the gold rush. They laid the foundation and generations of residents have

21:20

21 minutes, 20 seconds

continued to build upon it. Our communities are strong and resilient and our residents are happy to call this beautiful area home. Placer County is

21:28

21 minutes, 28 seconds

proud to work with the city of Colfax in serving our residents. For this milestone, we minted a commemorative coin featuring our 175th anniversary

21:37

21 minutes, 37 seconds

emblem. On behalf of the board of supervisors, I would like to share this special coin with each council member as appreciation for your continued collaboration, engagement, and trust.

21:47

21 minutes, 47 seconds

Thank you for your contributions and the partnership we share, and we look forward to another prosperous 175 years.

21:54

21 minutes, 54 seconds

Thank you.

21:57

21 minutes, 57 seconds

Mayor McCully That's the presentation. I do have to ask if there's any comments from the public.

22:03

22 minutes, 3 seconds

All right. Anything from the council when they're not.

22:09

22 minutes, 9 seconds

I like the fuzzy back, too. We'll get that in our back.

22:12

22 minutes, 12 seconds

Thank you so very much. Thank you for coming up. Awesome. Very cool.

22:21

22 minutes, 21 seconds

Thank you. All right. Our next item. Thank you for coming up.

22:27

22 minutes, 27 seconds

The next item is a public hearing requesting collection of sewer service charges on the Placer County tax role for tax year 2026/27

22:36

22 minutes, 36 seconds

confirming the report of delinquent refuge collection accounts and placing liens on said properties and special assessments upon property taxes pursuant

22:44

22 minutes, 44 seconds

to city of Colfax municipal code section 8.20.130.

22:49

22 minutes, 49 seconds

Catrina Olson, our administrative service officer, is here tonight to discuss and answer questions. Good evening, mayor, council members.

22:56

22 minutes, 56 seconds

Colfax municipal code title 8 and title 13 authorizes the city to collect delinquent sewer service charges and delinquent refuge collection fees on the

23:05

23 minutes, 5 seconds

secured tax rule at the same time as general property taxes. The code requires the city council to adopt a resolution two in order to collect delinquent charges on the tax rule.

23:16

23 minutes, 16 seconds

Separate written reports for the collection of delinquent sewer service charges and delinquent charges for refuge collection services have been prepared and are on uh on file with the

23:25

23 minutes, 25 seconds

city. The written report for delinquent sewer service charges contains a description of each parcel receiving sewer service charges and facilities and the amount of the delinquent charges.

23:36

23 minutes, 36 seconds

The written report for delinquent refuge collection includes the parcel number, real property upon which the charges are

23:43

23 minutes, 43 seconds

delinquent, the names of the owners of the real property to the refuge collection service, the street address of the property served, the period of

23:51

23 minutes, 51 seconds

service, and the amounts due, including reasonable administrative charges. A public hearing is required before the proposed resolutions can be adopted.

24:00

24 minutes

Notice of public hearing regarding the delinquent accounts were published in the Auburn Journal on May 27th, 2026 and June 3rd, 2026.

24:10

24 minutes, 10 seconds

The purpose of the hearing is to allow the council to hear objections and protests to reports. At the conclusion of the hearing, the council may adopt,

24:18

24 minutes, 18 seconds

revise, change, reduce or modify any sewer service charge or charge for refuse collection services in either report, sustain or overrule any

24:26

24 minutes, 26 seconds

objections to either report and adopt or decline the adopt to adopt the reports as modified. If the reports are adopted

24:34

24 minutes, 34 seconds

with or without modification, the city will file with the county auditor controller.

24:41

24 minutes, 41 seconds

There are \$152,293.80 in delinquent sewer sewer charges and

24:49

24 minutes, 49 seconds

\$19,53442 in delinquent refuse collection fees due as of June 5th. At this point, I will entertain any questions you have.

25:02

25 minutes, 2 seconds

Mayor McCully Um, does anybody from the public have any questions? No. Um, anybody from the council?

25:10

25 minutes, 10 seconds

Mayor Pro Tem Hillberg I do. I'm just curious um on the the applicable interest penalty and

25:17

25 minutes, 17 seconds

administrative fees. Um what kind of money are we talking about there?

25:22

25 minutes, 22 seconds

Catrina Olson I do not believe we've actually collected those in the past. I think what's been delinquent is delinquent, but

25:29

25 minutes, 29 seconds

I I do believe that the county, at least the county of Nevada, when I did the same thing there, they had a 5%

25:36

25 minutes, 36 seconds

administrative fee. I'm not positive on that. So, we're not talking a lot of money.

25:42

25 minutes, 42 seconds

Mayor Pro Tem Hillberg I I just wonder because I've looked at these lists before and there are always are names on them that surprise me.

25:53

25 minutes, 53 seconds

It just made me curious what would somebody gain by not paying if if they could pay.

26:01

26 minutes, 1 second

I'm just it I **Catrina Olson** I **Mayor Pro Tem Hillberg** really we haven't charged any basically that question for you other than I know that we've collected since uh **Catrina Olson** I originally

26:10

26 minutes, 10 seconds

pulled the list and sent out uh the letters to everyone we've collected about \$18,000

26:18

26 minutes, 18 seconds

Mayor Pro Tem Hillberg but we haven't charged anybody any interest or **Catrina Olson** Oh yes we have own process there there's

26:25

26 minutes, 25 seconds

penalties and interest that get charged by monthly when the billing goes out if they have not paid by the due date. So, they're getting charged every billing

26:33

26 minutes, 33 seconds

from us **Mayor Pro Tem Hillberg** that gets passed on to the county then to the county because the county collects, right?

26:39

26 minutes, 39 seconds

Catrina Olson Well, the county the county keeps a portion of Yes, they keep a portion of what they collect for their administrative costs.

26:48

26 minutes, 48 seconds

Mayor Pro Tem Hillberg Okay. Thank you. **Mayor McCully** Any other questions?

26:55

26 minutes, 55 seconds

Okay. Um, so then our public hearing would be closed and I need a motion.

27:05

27 minutes, 5 seconds

Council Member Lomen I move to approve the delinquent service charges and refuge collection fee role. **Mayor Pro Tem Hillberg** I second. **Mayor McCully** All in favor?

27:13

27 minutes, 13 seconds

I I I. All right. No opposed. So motion passes. Thank you.

27:18

27 minutes, 18 seconds

Thank you. All right. Our next item is a public hearing to amend section 17.64.080

27:24

27 minutes, 24 seconds

080 residential use types and 17.720 residential zone district permitted uses

27:33

27 minutes, 33 seconds

of title 17 zoning of the CA COLFAX municipal code. Kathy Peas with city planning services is here tonight to discuss and answer questions.

27:41

27 minutes, 41 seconds

Kathy Peas Good evening again. Thank you mayor and city council. I'm Kathy Peas, a planning consultant. I'm here this evening to

27:48

27 minutes, 48 seconds

bring this item back. you actually um considered it at the last meeting. It is a request to eliminate the separate

27:57

27 minutes, 57 seconds

definitions and requirements for small versus large community care facilities.

28:01

28 minutes, 1 second

It's a line item in our general plan housing element that said that that city would make this zoning change within one

28:09

28 minutes, 9 seconds

year of the adoption of the housing element. That was in 2021. Um next slide.

28:25

28 minutes, 25 seconds

If you can't, it's fine. So, um if you remember um at last meeting, our city

28:34

28 minutes, 34 seconds

attorney uh was concerned that this may have been a reach um by the state to require this and he requested that this

28:42

28 minutes, 42 seconds

item be continued. since that time he was able to look at our housing element and he does concur that because it is in

28:49

28 minutes, 49 seconds

our housing element it is a requirement that we need to do so um staff is recommending that the council um adopt

28:59

28 minutes, 59 seconds

this ordinance and then I'd bring it back if you so choose to approve it um at the next meeting and it would go into effect 30 days after the second reading.

29:10

29 minutes, 10 seconds

So again, uh this is doing some minor changes to eliminate the difference between a small and a large residential

29:17

29 minutes, 17 seconds

care facility. Um state law uh without it being in our housing element says that we can't regulate if it's six or

29:26

29 minutes, 26 seconds

fewer. Um but our uh general plan made this change. So any questions?

29:36

29 minutes, 36 seconds

Mayor McCully Do you have any questions from the public? council.

29:47

29 minutes, 47 seconds

Seems like we're stuck with it. That's kind of what it's come down to.

29:50

29 minutes, 50 seconds

Kathy Peas And again, as I said last meeting, I don't think we're going to have a huge run on these. So, I don't think it's going to be a huge deal. Um, if it does

29:59

29 minutes, 59 seconds

end up that we have a huge run, we can always, you know, re-evaluate at that time and figure out what our options are.

30:09

30 minutes, 9 seconds

Council Member Lomen I see some general plan changes coming up in our future anyway. So maybe we can address that so that we can fix this issue too.

30:16

30 minutes, 16 seconds

Mayor Pro Tem Hillberg And we'd been we'd be flying in the face of what the state wanted us to do. So yes, makes us an exception.

30:22

30 minutes, 22 seconds

Kathy Peas Yeah. Again, um this was brought up because the state did an audit of our our housing element to see if we

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30 minutes, 30 seconds

implemented everything and they brought this to our attention. Um, and so I promise to bring this forward. And then

30:37

30 minutes, 37 seconds

just um on that note, tomorrow we have a town hall on our affirmatively fair housing uh program. That's another

30:46

30 minutes, 46 seconds

requirement of the state. That'll happen tomorrow.

30:51

30 minutes, 51 seconds

Mayor McCully Thank you, Kathy. Um, so our public hearing is closed and that needs a motion.

30:59

30 minutes, 59 seconds

Council Member Lomen Uh move to approve the changes to the zoning ordinance. **Mayor McCully** Okay. A second.

31:07

31 minutes, 7 seconds

Mayor Pro Tem Hillberg I second it. **Mayor McCully** All in favor?

31:09

31 minutes, 9 seconds

I I. No opposed. Motion passes. **Kathy Peas** Thank you. See.

31:15

31 minutes, 15 seconds

Mayor McCully All right. Next, we're on to public comment. So, public comment. Every member of the public has the opportunity to address the city council for comment.

31:23

31 minutes, 23 seconds

You may speak to the council on any item that is not on the agenda. The council cannot act um at this time on any item that's not included agenda, but we can

31:32

31 minutes, 32 seconds

refer it to staff if needs be. If you have any public comment, please come to the podium, speak your name clearly. If you choose to do your address, you can.

31:39

31 minutes, 39 seconds

And you have five minutes.

31:46

31 minutes, 46 seconds

My name is Deborah Frankle. **Mayor McCully** I'm a third time.

31:57

31 minutes, 57 seconds

We'll start that.

31:59

31 minutes, 59 seconds

Deborah Frankle All right. I try I try to be concise, but there's a limit. Okay. Ready now?

32:07

32 minutes, 7 seconds

Mayor McCully Okay.

32:07

32 minutes, 7 seconds

Okay. All right. My name is Deborah Frankle. I'm a resident of Colfax and a property owner. Uh, and uh, I I'm

32:15

32 minutes, 15 seconds

bringing this up, but if it's not a proper thing to bring up, then let me know. Uh, it's concerning uh, the uh, town uh, the uh, documentation that was

32:24

32 minutes, 24 seconds

sent out for the town hall meeting tomorrow. I got it in the mail yesterday. I read it this morning and I noticed a fairly serious formatting problem that might cause some confusion.

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32 minutes, 36 seconds

I emailed I sent an email back where I got it. And so if somebody who can do something about that read it, then I don't need to make any comment on it.

32:45

32 minutes, 45 seconds

But but if I if it hasn't been uh read and going to be dealt with and I wanted to to say what it was. So I see that you

32:53

32 minutes, 53 seconds

the city clerk is nodding at me. So do you want to re reply? **Gabrielle Christakes** Yeah, go ahead and speak on it.

33:02

33 minutes, 2 seconds

Okay. Uh it's simply that there's a numbering problem that I saw. Uh there are a number of sections in it that are

33:08

33 minutes, 8 seconds

numbered one to nine. However, uh there uh when you read it, it goes one, two, and each section has a title and it has

33:16

33 minutes, 16 seconds

some content and it goes one, two, three, four, five, then another five,

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33 minutes, 23 seconds

six, seven, and then another six and another seven. and the each of the fives and each of the sixes and each of the

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33 minutes, 30 seconds

sevens has a different title and different contents. So, it looks to me like somebody did a cut and paste at some point. Uh everything that's in

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33 minutes, 39 seconds

there is pretty clear, but if if somebody wants to speak about it and they want to talk about for example the second seven which has to do with uh

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33 minutes, 46 seconds

funding sources, there's also another seven that has to do with something else and so it's confusing. So, this is the first draft, I guess, but I want just

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33 minutes, 55 seconds

wanted to bring it to somebody's attention so that they could redo it, redo the numbering so that it would be easier to deal with the document.

34:03

34 minutes, 3 seconds

Thank you.

34:04

34 minutes, 4 seconds

Mayor McCully Thank you, Deborah. We'll make sure it gets fixed. Appreciate that. Must have been a Monday when that one was done. Or do we have any other public comment this evening?

34:14

34 minutes, 14 seconds

All right. So, we will go ahead and move on. Agenda item seven, council and staff. So, we'll start with our uh

34:21

34 minutes, 21 seconds

committee reports. **Sean**, uh kind of a slow two weeks. Uh didn't have a fire safe council meeting that

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34 minutes, 28 seconds

got cancelled the same day due to graduation stuff going on. Um made it to the skate park groundbreaking. That was

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34 minutes, 35 seconds

awesome. A lot of good crowd and really excited to see that uh moving forward and uh I ended up missing the flood control meeting. I got stuck at work out

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34 minutes, 44 seconds

uh out in the forest. So, oops. Um, thankfully they had a quorum sounded

34:51

34 minutes, 51 seconds

like and uh that's all I got.

34:56

34 minutes, 56 seconds

Mayor McCully Did they vote then to leave the budget? How that was adjusted? Do you know?

Council Member Lomen Do not. **Mayor McCully** Okay.

35:04

35 minutes, 4 seconds

All right, **Kim**.

35:07

35 minutes, 7 seconds

Well, zero added to zero is zero. I had no uh meeting scheduled, although I did meet with the builder in Auburn recently.

35:16

35 minutes, 16 seconds

I'm trying to convince him that uh Colfax is a place to build, not Auburn. So, he

35:23

35 minutes, 23 seconds

uh was considering it. So, I'm stoking the fires. That's it.

35:28

35 minutes, 28 seconds

Mayor McCully And you'll have something to report next time because you get to go to air control tomorrow. Enjoy yourself. Thank you, **Larry**.

35:36

35 minutes, 36 seconds

Mayor Pro Tem Hillberg Nothing to report.

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35 minutes, 40 seconds

Mayor McCully Apparently, it's been a everybody's in the summer mode, it sounds like. Um, let's see. I had my only official meeting was SACOG policy and innovation,

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35 minutes, 48 seconds

which usually is just an update on federal and state actions and things that are going on. And yeah, the answer is there's never enough money for what everybody wants to do.

35:58

35 minutes, 58 seconds

Um, I did have uh a me we had a meeting with the sheriff where we were discussing their contract renewal uh that will be coming up and the American

36:07

36 minutes, 7 seconds

Legion is working on partnering with Union Pacific for some holiday programs that will be uh for shipping overseas to our troops. So, that's coming up and exciting. All right, city manager.

36:18

36 minutes, 18 seconds

Ron Walker, City manager, Thank you, Madame Mayor, members of council. Um, continuing IT work at city hall. Uh, I met with Matt at the wastewater treatment plant to discuss

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36 minutes, 27 seconds

his ongoing projects, try to keep them moving forward. I met with Amanda from Chamber of Commerce to discuss how we can work together to bring more

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36 minutes, 34 seconds

improvements to the city. Uh, maintenance has been painting the repainting the benches around the depot.

36:40

36 minutes, 40 seconds

They prepped the area of the painted um porch area around the depot today and they'll be painting that. So, that will all look nice and shiny for the upcoming

36:49

36 minutes, 49 seconds

events. And uh also the crosswalk area next to the hotel will get repainted and that's all it.

36:56

36 minutes, 56 seconds

Mayor McCully Thank you. All right. Council business.

36:58

36 minutes, 58 seconds

The first item of council business this evening is the agreement with Placer County for animal control and care services. Catrina Olson, our

37:06

37 minutes, 6 seconds

administrative service officer, is here to present and answer questions.

37:11

37 minutes, 11 seconds

Catrina Olson Good evening again, Mayor Council. Uh the current contract for animal control and care services expires June 30th,

37:18

37 minutes, 18 seconds

2026. staff received an updated contract from Placer County Health and Human Services for a three-year term. The

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charges for all shelter and field services set forth in exhibit A scope of services encompass the city's prata share of animal services for fiscal year

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37 minutes, 34 seconds

2026 budgeted operating costs for fiscal year 2627.

37:39

37 minutes, 39 seconds

Charges are set at 10,8974 per calendar quarter. charges for fiscal year 28 and 29 shall be subject to an

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37 minutes, 49 seconds

annual adjustment based on California Department of Industrial Relations Consumer Price Index California for all

37:56

37 minutes, 56 seconds

of urban consumers up to a maximum of 10%. The adjustment shall be calculated using the most recent 12-month period

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38 minutes, 3 seconds

data available as of April 30th for each year. The fiscal year 2028 2029 charges will be 10,18974

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38 minutes, 12 seconds

per calendar quarter as above plus the above mentioned CPI.

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Currently the city is paying 10,41695 per quarter or 41,667

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annually. Fiscal year 20 2026 27 charges that are stated in the contract at 10,18974

38:33

38 minutes, 33 seconds

per quarter is equivalent to 474 40,7586 annually um equate to a 2% reduction from the first year of the agreement.

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38 minutes, 44 seconds

The following fiscal years will include potential increases dependent upon CPI.

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38 minutes, 50 seconds

Uh tonight we have uh Jason Phillip and Katie Ingram from uh Placer County in

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38 minutes, 57 seconds

regards to the animal control contract that can go over any uh questions you have. I will point out there was a last

39:04

39 minutes, 4 seconds

minute updated version that was provided to you at um at dias and um just I'll

39:11

39 minutes, 11 seconds

point out the couple changes. They were uh minor changes. Paragraph 13 non-exclusivity. the city and county

39:19

39 minutes, 19 seconds

were switched. This contract is for the county to provide the city with services. The city should be able to shop elsewhere if they want.

39:28

39 minutes, 28 seconds

Exhibit D, California Levine Act statement was removed.

39:34

39 minutes, 34 seconds

um as the contracts between two government entities and exhibit A section 1.1 the reference to penal code

39:42

39 minutes, 42 seconds

and civil code has re been removed from the section at this at this point if you guys want to come up.

39:52

39 minutes, 52 seconds

Mayor McCully Thank you Catrina. Welcome. **Mayor McCully**

Thank you for joining us.

40:04

40 minutes, 4 seconds

Thank you. Good evening, council. Um I'm **Jason Phillip**, the uh Placer County Animal Services Director. Um and myself and Katie Ingram um are going to give um

40:13

40 minutes, 13 seconds

an overview of um the services that um are contained in the proposed contract.

40:19

40 minutes, 19 seconds

Uh first I want to start by saying um we appreciate um the the um the working relationship

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40 minutes, 28 seconds

we have with the city um providing services. Um we've been doing it for some years now. Um um you might also

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40 minutes, 35 seconds

want to know um we actually provide uh services to five of the six incorporated cities uh throughout Placer. Uh um the

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40 minutes, 42 seconds

only city excluded um is Roseville. Um and the the proposed level of of service is going to be the same um as what it is

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40 minutes, 51 seconds

currently now. So there wouldn't be any changes to the service level. Um and so with that said um we we try to keep an

40:57

40 minutes, 57 seconds

open line um of a communication um with our cities. So um if anyone from the council um or the members of the public

41:06

41 minutes, 6 seconds

want to give us a call um if you have any questions or you want to talk about any subject, we'd be happy to talk to you. And um I also did want to note too

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41 minutes, 14 seconds

again like Catrina said um the contract amount did go down a little bit. Um the reason is because uh the contract ultimately um is a cost share and um

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41 minutes, 23 seconds

some of the cities down the hill um they're growing um and they're using more services. So um it dropped the the the cost down for Colfax a bit which uh

41:33

41 minutes, 33 seconds

should be good for this group here. So um and with that said um I will pass off to Katie Ingram to uh talk a little more detail on the services.

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41 minutes, 44 seconds

Great. Thanks for having me tonight. Um **Katie Ingram** animal services manager and as Jason said um you know we're thrilled

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41 minutes, 51 seconds

to be partners with the city of Colfax and your community and happy to provide the exceptional services that we do. Uh it's been a couple of years since we've been

41:59

41 minutes, 59 seconds

here. And so I thought it might be beneficial to just talk about what we have provided over the past two years and what we continue to provide. So

42:08

42 minutes, 8 seconds

looking at Colfax specifically and the numbers of animals that we take in, uh we've taken in 44 animals over the past

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42 minutes, 15 seconds

two years, the vast majority, 35 of those animals are adult dogs. And that continues to be um what we see at our shelter coming in from our communities.

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42 minutes, 25 seconds

Um, and our focus with those dogs and also the one kitten and one puppy we took in and a couple of adult cats is to

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42 minutes, 32 seconds

first uh try to find their owner and provide reunification and get them back uh to the home that loves them that they already know. And then um if we can't

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42 minutes, 41 seconds

then our next step becomes how do we get them adopted and find them a new home.

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42 minutes, 46 seconds

And um during that time so we started with a few animals from Colfax and at the end of um those two years since we've

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42 minutes, 53 seconds

been here uh we had a placed and returned 50 animals back home. So, we had a few in our care, took in 44, and

43:00

43 minutes

then were able to successfully either return them to their home or find them a new home, which is something that I'm really proud of that our shelter does.

43:08

43 minutes, 8 seconds

Beyond that, within the shelter setting, we provide services to residents. So, we have uh some partnerships with animal spay and neuter and Auburn where we're

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43 minutes, 16 seconds

using donation funds to sponsor free uh spay and neuter for cats and kittens in the community. So, if there are folks

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43 minutes, 24 seconds

that are struggling with unwanted kittens being born or cats on their property that are causing a nuisance, Pler County Animal Services is

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43 minutes, 31 seconds

sponsoring free spayneuter um through the Auburn um animal spay and neuter clinic and it's available to all residents. Uh, additionally, animals

43:39

43 minutes, 39 seconds

that come into the shelter are provided medical care, um any type of behavioral training that they might need or not. Uh they're walked daily, they're provided

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43 minutes, 48 seconds

enrichment by our staff, and then ultimately our goal getting to get them out of the shelter. We do discounted adoption days regularly. So, um we're in

43:55

43 minutes, 55 seconds

the middle of one right now, \$5 adoptions all month. So, residents that are looking to adopt should come to the shelter and take a look. Uh on the

44:02

44 minutes, 2 seconds

animal control side, we uh uh responded to 244 calls over the past two years

44:08

44 minutes, 8 seconds

here. And um our officers are uh well, we're nearby, so we're not too far away, but they're always responsive and

44:16

44 minutes, 16 seconds

they're generally in the vicinity of the communities that we serve. So they're not just sitting at the shelter waiting for a call and then responding to Colfax. They're patrolling and driving

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44 minutes, 25 seconds

throughout your community. Uh and then the types of calls that they responded to, obviously probably best known for stray animal pickup, but many of those

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44 minutes, 33 seconds

stray animals might be aggressive or posing a public health threat. So they're responding, they're addressing concerns, they're ensuring people and

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44 minutes, 41 seconds

that animal are safe. They do a lot of um barking complaint uh communication, education, follow-up if needed to resolve

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44 minutes, 50 seconds

neighborhood complaints. They do respond to bites and public safety concerns. And then we also investigate animal welfare

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44 minutes, 57 seconds

concerns and we take cases to the district attorney if warranted. Um or we work internally uh to ensure that if an

45:05

45 minutes, 5 seconds

animal has done something aggressive. um that we look at uh our processes with our county council and our hearing officer to see if there's restrictions

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45 minutes, 13 seconds

that need to be placed. Majority of what our officers do is education. So, they want to be a part of your community and get to know your residents um and um and

45:22

45 minutes, 22 seconds

all of you and provide assistance if they can to help people and pets live well together and people to know how to

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45 minutes, 30 seconds

take care of their cat pets in the best possible way. And um so, as Jason said, we're available if there's questions anytime. Uh, and our officers are

45:37

45 minutes, 37 seconds

available 24 hours a day. So, if there's an emergency overnight, uh, contact can be made through the sheriff's office and our officer will come out, um, anytime that's needed.

45:48

45 minutes, 48 seconds

Mayor McCully Thank you very much. Do we have any questions from the public? Right. Anything from the council?

45:55

45 minutes, 55 seconds

Mayor Pro Tem Hillberg When I first saw the number 134,000, I almost choked and then I realized it was for three years. So, it's only a very

46:03

46 minutes, 3 seconds

nominal increase by the year. So, uh, the only other comment I would make is that,

46:11

46 minutes, 11 seconds

uh, we had a dead deer on our property one time, on our property, and there's really nowhere to turn.

46:20

46 minutes, 20 seconds

You know, I called you guys and I guess I should have expected this, but neither the city nor the county will go on somebody's property.

46:30

46 minutes, 30 seconds

So, it's a really it's a big dilemma to try to do the right thing.

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46 minutes, 35 seconds

And maybe there's interest, for example, in how the animal died.

46:40

46 minutes, 40 seconds

Um, I know we've seen a couple of fawns that were uh um

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46 minutes, 49 seconds

killed by mountain lions uh where we believe they were anyway.

46:53

46 minutes, 53 seconds

And it's a real dilemma for homeowners. I don't I don't expect you guys to take care of it. It's just a general comment. There's nowhere to turn.

47:04

47 minutes, 4 seconds

Katie Ingram appreciate that. We um and I appreciate that. That's good feedback. And although we don't respond to uh private property

47:12

47 minutes, 12 seconds

um and this may not have been feasible in that situation, but folks uh if they can get them to the road, we will respond and pick up in that

47:19

47 minutes, 19 seconds

circumstance. So, may not have been realistic with the situation you describe, but certainly something we could talk about and that we can talk

47:27

47 minutes, 27 seconds

residents through if there's a reasonable way to get it out to a road.

47:31

47 minutes, 31 seconds

I appreciate that. **Council Member Lomen** Just want to comment, there are several private uh carcass removal companies that you can call and they'll come out and for a nominal fee pick it up.

47:40

47 minutes, 40 seconds

Mayor Pro Tem Hillberg It would have been so easy just to drag it over to the street, but that didn't seem like the right thing to do. So, yes. Uh thank you, Sean. We we discovered that. Yeah. Yeah.

47:53

47 minutes, 53 seconds

Mayor McCully Any other questions?

47:55

47 minutes, 55 seconds

No. Okay, then we will bring it back to Thank you very much for your time. We appreciate it. Um we'll bring it back to the council for a motion.

48:04

48 minutes, 4 seconds

Mayor Pro Tem Hillberg I move we accept the contract. Okay. **Mayor McCully**, Do we have a second? **Council Member Douglass** Second. **Council Member Douglass** Okay. A second. All in favor?

48:12

48 minutes, 12 seconds

I I I. No opposed. Motion passes. We're good. Thank you. Thank you.

48:23

48 minutes, 23 seconds

All right. So, next council of business.

48:25

48 minutes, 25 seconds

Catrina is a busy woman this evening. um with discussion and adoption of a resolution adopting the annual operating budget for 2627.

48:32

48 minutes, 32 seconds

Catrina Olson, our administrative service officer, is here to present and answer questions.

48:39

48 minutes, 39 seconds

Tonight I will be we Yeah, you're sc you're scrolling too fast here. Uh tonight I am presenting

48:47

48 minutes, 47 seconds

fiscal year 2526 year-end estimates in the proposed fiscal year 2627 budget.

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48 minutes, 54 seconds

This presentation reflects both where we are closing out the current year and how we're planning for the upcoming coming fiscal year. The budget was developed in

49:02

49 minutes, 2 seconds

a cautious economic environment with minimal overall growth. However, we are seeing strong performance and sales tax based on updated projections from HDL.

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49 minutes, 12 seconds

Our objective with this budget is to maintain service levels, remain financially stable, and begin taking intentional steps toward addressing

49:19

49 minutes, 19 seconds

long-term infrastructure and capital needs across the city. Next slide.

49:27

49 minutes, 27 seconds

Uh tonight's presentation is structured into seven main uh sections. We will begin with the general fund revenue and expenditure overview, then review

49:36

49 minutes, 36 seconds

expenditures by department and by category. We will then discuss the city's fund balance and reserve strategy followed by the capital improvement

49:43

49 minutes, 43 seconds

plan. We will also cover special funds and grants as well as wastewater treatment plant fund before ending with a summary and recommendation. Each

49:51

49 minutes, 51 seconds

section builds toward the final adoption of the 2627 budget. Next, thanks.

49:59

49 minutes, 59 seconds

Following the May 21st budget workshop, staff incorporated council direction into the proposed budget. Economic development funding was reduced from

50:07

50 minutes, 7 seconds

30,000 to 15,000 and those funds were reallocated to central services with no net general fund impact for the event uh

50:16

50 minutes, 16 seconds

July 3rd and I believe there was another event I mentioned but it is labeled as events. Um economic development funding

50:24

50 minutes, 24 seconds

okay got that salary and benefit adjustments were also updated including a 3.58 cost of living adjustment. the

50:31

50 minutes, 31 seconds

addition of standby pay at \$4 per hour where I had it originally assumed at five. The original uh assumed cost of

50:40

50 minutes, 40 seconds

living was 2.8 um and a 5% pay increase for safety for the safety officer.

50:46

50 minutes, 46 seconds

Health caps were also um increased.

50:51

50 minutes, 51 seconds

These changes resulted in a a slight increase um or actually a slight it was an actual slight decrease because there were some

50:59

50 minutes, 59 seconds

other true-ups I did to some specific employees um based on their coverages.

51:05

51 minutes, 5 seconds

Uh that basically generated an additional created an additional net fund change of \$2,000. So the impact to

51:13

51 minutes, 13 seconds

the um to the bottom line of the general fund will be 162 versus where it was at the budget workshop at 160. SL next slide please.

51:26

51 minutes, 26 seconds

Okay. This year the city transitioned from a 2-year bianial budget cycle to a one-year cycle. This change allows for greater flexibility, improved

51:34

51 minutes, 34 seconds

forecasting accuracy and better alignment with the implementation of our new uh Tyler ERP program uh financial

51:41

51 minutes, 41 seconds

system. Uh we are on we are on timeline to get the budget adopted by uh June

51:49

51 minutes, 49 seconds

30th and the um overall the economic backdrop includes minimal growth and continued inflationary pressures

51:56

51 minutes, 56 seconds

particularly in salaries and benefits and materials. Next slide please.

52:02

52 minutes, 2 seconds

Uh the general fund is ending fiscal year 25/26 in a very strong position. The adopted budget was 2.69 while the

52:09

52 minutes, 9 seconds

year-end estimate is 3.46 representing a 29% positive variance. This increase is primarily driven by sales tax

52:17

52 minutes, 17 seconds

performance. For fiscal year 26/27 revenue is proposed proposed at 3.45 million which is essentially flat

52:25

52 minutes, 25 seconds

compared to the year-end estimate. Sales tax makes up approximately tw 55% of the total general fund revenue, highlighting

52:32

52 minutes, 32 seconds

both strength and reliance on that revenue source. Next slide, please.

52:38

52 minutes, 38 seconds

Property tax is projected at \$540,000, reflecting a 4% growth from Proposition 13 and development. Sales tax is

52:46

52 minutes, 46 seconds

projected at 1.89 million, slightly reduced from the current year estimate to reflect a conservative outlook.

52:53

52 minutes, 53 seconds

Transit occupancy tax and other revenues are expected to decrease slightly, particularly due to reduced interest income. Again, that's a conservative uh

53:02

53 minutes, 2 seconds

where we're ending up this year um in the \$200 plus,000 range. So, the um the amount being projected in the budget for next year is is conservative.

53:13

53 minutes, 13 seconds

Um a new \$100,000 transfer reflects an accounting change related to law enforcement funding, which we discussed during the budget workshop. Next slide.

53:22

53 minutes, 22 seconds

General fund expenditures are proposed at approximately 3.29 million, a 42% increase from the year-end estimate. It

53:30

53 minutes, 30 seconds

is important to note that the prior year-end estimate was lower due to staffing vacancies and conservative spending resulting in a temporary

53:37

53 minutes, 37 seconds

savings. The proposed budget reflects a return to full staffing levels as well as the addition of capital projects and transfers.

53:45

53 minutes, 45 seconds

Next slide.

53:48

53 minutes, 48 seconds

Um the sheriff's department remains the largest expenditure at approximately 30% of the general fund. Central services accounts for 19% followed by administration at 14%.

53:59

53 minutes, 59 seconds

Increases in these areas are driven by staffing contract services and in the inclusion of capital and transfers within central services can go ahead. Thank you.

54:16

54 minutes, 16 seconds

Okay. Contracted services represent the largest category at approximately 55% of total expenditures. Salaries and benefits account for 17% reflecting

54:26

54 minutes, 26 seconds

increased staffing and rising benefit costs. Capital and transfers represent 15% as a new category capturing

54:33

54 minutes, 33 seconds

investments in projects and infrastructure funding.

54:40

54 minutes, 40 seconds

Most cost drivers include a 3.58% cola, a 12% increase in health benefits, and higher CalPERS and workers compensation

54:48

54 minutes, 48 seconds

costs. Contract service increases include sheriff services, city attorney, engineering, and planning. Additionally,

54:57

54 minutes, 57 seconds

501,000 in capital and transfer funding supports infrastructure needs.

55:04

55 minutes, 4 seconds

All right. So, talking about the fund balance, the city's projected to end 2526 with a \$1.15 million surplus.

55:15

55 minutes, 15 seconds

Staff recommends uh allocating these funds strategically across reserves, including capital replacement, planning,

55:22

55 minutes, 22 seconds

pension obligations, and operating reserves. We discussed this at the budget workshop and it's outlined in the

55:29

55 minutes, 29 seconds

um detailed budget in the agenda. Uh this per this approach um prioritizes long long-term sustainability and

55:37

55 minutes, 37 seconds

ensures financial resilience slide. Does anybody have any questions about the general fund before I move into the capital improvement?

55:47

55 minutes, 47 seconds

Mayor McCully Any questions of the public?

55:50

55 minutes, 50 seconds

Okay. **Mayor Pro Tem Hillberg** Would you repeat any questions about what

55:56

55 minutes, 56 seconds

Catrina Olson the general the overall overview of the general fund before I go on to the capital improvement plan?

56:03

56 minutes, 3 seconds

Mayor Pro Tem Hillberg No, I have a question later.

56:06

56 minutes, 6 seconds

Catrina Olson Okay. Moving to the capital improvement plan. The total is 390,000 for two 2026 27. Projects include downtown

56:14

56 minutes, 14 seconds

improvements, park rehabilitation, ADA improvements, road maintenance, and wastewater system enhancements. All

56:21

56 minutes, 21 seconds

projects are considered priority and address near near-term infrastructure needs.

56:28

56 minutes, 28 seconds

Uh, next, special funds. Two funds, land development and uh, cannabis will be closed as part of the accounting

56:36

56 minutes, 36 seconds

cleanup. Key active programs include the \$3 million home hardening grant and the CDBG road rehabilitation program. The

56:44

56 minutes, 44 seconds

streets funds relies on transfers from the general fund to maintain that zero balance.

56:52

56 minutes, 52 seconds

Moving to the wastewater fund. The wastewater fund remains stable with revenues of approximately 2.32 million and no rate increases since fiscal year 23/24.

57:01

57 minutes, 1 second

a st a strong surplus in fiscal year 2526 was driven by reduced costs in operational savings as discussed in the

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57 minutes, 10 seconds

budget workshop. Solar was one of those vacancies and just overall reduced

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57 minutes, 17 seconds

reduced spending. The fiscal year 26/27 budget is essentially balanced through rising costs um and it may require

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57 minutes, 25 seconds

future evaluation for um rate increases to cover those growing uh operational costs.

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57 minutes, 35 seconds

In conclusion, the city is in a strong financial position. The proposed budget is balanced, incorporate strategic investments, and reasonably allocates

57:43

57 minutes, 43 seconds

surplus funds to reserves and infrastructure. Staff recommends adoption of the 26/27 annual operating budget.

57:52

57 minutes, 52 seconds

Thank you. Happy to entertain any questions.

57:55

57 minutes, 55 seconds

Mayor McCully Thank you very much. Those were a lot of numbers.

58:01

58 minutes, 1 second

Yeah. Takes a minute to observe any questions, comments from the public. Okay.

58:08

58 minutes, 8 seconds

Good numbers. That's right. That's right. All right. Go ahead, **Kim**.

58:15

58 minutes, 15 seconds **Council Member Douglass**

going into our **Catrina Olson** That's exactly what it is. That's why it's going down and not up.

58:29

58 minutes, 29 seconds

Mayor McCully All right, go ahead with your question.

58:31

58 minutes, 31 seconds

We had just **Mayor Pro Tem Hillberg** first a comment that I think it's awesome that we did so well last year and we're putting it in a good place.

58:39

58 minutes, 39 seconds

So, a great job I would say. Um I have one question.

58:47

58 minutes, 47 seconds

Mayor Pro Tem Hillberg Um the first paragraph here it said that at council direction we reduced what was

58:54

58 minutes, 54 seconds

a \$30,000 investment in um we were giving it to nonprofits and to events and it said the council directed it to go to 15.

59:07

59 minutes, 7 seconds

uh that only came up in a workshop and we can't direct in a workshop and we've not discussed it since.

59:17

59 minutes, 17 seconds

So I'm wondering what where did the council direction come from that reduced that to 15,000 because

59:24

59 minutes, 24 seconds

we didn't discuss it during that meeting. We had comments from the dias but **Catrina Olson** it was it was not it was not reduced

59:33

59 minutes, 33 seconds

to 15,000. There's still \$30,000 within the budget. The overall council budget was reduced by 15,000 because all you

59:42

59 minutes, 42 seconds

have now in in that is is for the separated events. And that was what I was told to do with the budget when I went back and reworked it. And I left

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59 minutes, 50 seconds

\$15,000 moved \$15,000 into central services.

59:55

59 minutes, 55 seconds

Actually, the central services is for the events because it really isn't anybody's thing. It's the communities

1:00:02

1 hour, 2 seconds

thing which is where a lot of expenses land that are for community or non-dep departmental central services. The

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1 hour, 10 seconds

remaining 15,000 is in the economic development fund at which when we had that discussion you are going to go go

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1 hour, 18 seconds

back and decide what kind of application process you want for that economic development. So, this was just what I

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1 hour, 24 seconds

was I was outlining what I what I exactly changed in the budget that came from here. I didn't just randomly go and make that change myself.

1:00:34

1 hour, 34 seconds

Mayor Pro Tem Hillberg Okay. Where did the other 15 go then? Cuz I looked through there.

1:00:36

1 hour, 36 seconds

Catrina Olson The other \$15,000 is in central services. So, if you if you notice, except for the \$2,000 difference in the

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1 hour, 44 seconds

net change in the general fund, it went to 162,000 versus 160.

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1 hour, 50 seconds

that was related to the changes I made based on the negotiations in mo uh the tentative agreements that were made

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1 hour, 57 seconds

between the city and the union. So that 2000 that 2000 savings was from those

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1 hour, 1 minute, 4 seconds

adjustments that I made from original assumptions. Otherwise it's a net zero which means 15,000 just got moved to another department. So, there's a line

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1 hour, 1 minute, 12 seconds

item on central services for events that says 15,000 if you look in the detailed budget and there's 15,000 in economic

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1 hour, 1 minute, 20 seconds

development within the city council budget. That's a specific line.

1:01:24

1 hour, 1 minute, 24 seconds

Mayor Pro Tem Hillberg Okay, I missed that. Could you show me where that is or tell me where that is?

1:01:31

1 hour, 1 minute, 31 seconds

Cuz I I didn't see that up to and and I then I would ask the question,

1:01:38

1 hour, 1 minute, 38 seconds

why did we change it at all? Why? Why did we do that?

1:01:42

1 hour, 1 minute, 42 seconds

Mayor McCully Separate out the conversation that we' had was to make a solid separation with the event funding and then the other

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1 hour, 1 minute, 50 seconds

nonprofit okay funding. So, it's to it's to pull those completely apart from each other.

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1 hour, 1 minute, 55 seconds

Mayor Pro Tem Hillberg Okay, I get it. And I don't agree with it. I believe that it's up to the council to administer how we spend that

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1 hour, 2 minutes, 3 seconds

\$30,000 and not to commit half of it to events. **Catrina Olson** This is just a planning document. Okay? We'll reiterate

1:02:11

1 hour, 2 minutes, 11 seconds

that each time I come have come in front of you. This is a planning document. It's it's living and it it changes.

1:02:17

1 hour, 2 minutes, 17 seconds

It gets modified. It gets adjusted. So if you guys change your minds, then it can be it can be modified. Right now this is what I heard coming out of the workshop. And so that is what I did.

1:02:29

1 hour, 2 minutes, 29 seconds

Mayor Pro Tem Hillberg Okay. I'm not I'm not blaming you. I'm just wondering where the direction came from because we didn't discuss that as a council. And it it's unimportant to

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1 hour, 2 minutes, 38 seconds

answer that question now, but it cons it's a concern and I don't see that we needed to separate it at all. I'm not

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1 hour, 2 minutes, 46 seconds

even willing to commit half of it to events, which means it's not available to others. I would like us to determine

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1 hour, 2 minutes, 55 seconds

item by item how to spend that \$30,000 and not commit money to events. Not to

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1 hour, 3 minutes, 3 seconds

say that it won't go there because in the last two years it did, but I I don't

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1 hour, 3 minutes, 10 seconds

see any reason to separate it unless somebody can explain one to me. I don't see one. That's just my position.

1:03:16

1 hour, 3 minutes, 16 seconds

Council Member Lomen That was a compromise we came to after much discussion on it at the workshop.

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1 hour, 3 minutes, 20 seconds

Mayor Pro Tem Hillberg We didn't come to a conclusion at the workshop. We just discussed it. It nobody we did not come we can't we can't

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1 hour, 3 minutes, 29 seconds

we can't do that during a workshop. **Council Member Lomen** That was where the discussion led to was that is probably the best situation. Let's go ahead and see how it looks in the budget.

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1 hour, 3 minutes, 37 seconds

Mayor Pro Tem Hillberg It was said I think this is a council decision, not one to be made in that way. It seems like we discussed it and

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1 hour, 3 minutes, 45 seconds

then all of a sudden we changed it without the council having voted on it and here we are. We've now

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1 hour, 3 minutes, 54 seconds

I may the mayor um **David Rudman**, I'm sitting in for Mr. happens today, city attorney.

1:03:59

1 hour, 3 minutes, 59 seconds

Um, at a workshop, direction can be given to staff. There's no final decisions made. The final decision is what you're being asked to make tonight.

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1 hour, 4 minutes, 8 seconds

So, although there is a requirement that we have a budget prior to the end of the fiscal year, technically the council still has discretion to to make changes.

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So, there was no final decision. my understanding from the discussion there was some direction given which is entirely appropriate to happen at a um

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1 hour, 4 minutes, 26 seconds

at a town hall um and so now is what's being brought back to you it sounds like was the result of a potential compromise

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1 hour, 4 minutes, 35 seconds

that that was that was discussed and if you don't agree with it obviously you don't have to vote for it but but no final decision was made **Mayor Pro Tem Hillberg** we we did not

1:04:43

1 hour, 4 minutes, 43 seconds

make a decision at the workshop **Ron Walker, City manager** if I may this item can be brought back separately after the budget has been adopted for council to vote on as a

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1 hour, 4 minutes, 52 seconds

group **Mayor McCully** and I think that's part of what the intention was because we were going to bring it back and completely overhaul that program and the the way it was

1:05:00

1 hour, 5 minutes

being administered anyway. So that was absolutely part of the conversation that we had and the direction was that we wanted to overhaul that entire plan and

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1 hour, 5 minutes, 9 seconds

the conversation that we had and I think it was Trinity that started the proposal was to separate out the funding uh primarily to pull those events off of the other uh events.

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1 hour, 5 minutes, 20 seconds

Mayor Pro Tem Hillberg The discussion okay the discussion in the meeting ended with no direction being given to staff. it just ended.

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1 hour, 5 minutes, 28 seconds

Mayor McCully The direction given to staff was to separate those two ch those two pots. And I and I don't have my notes on me because I know we

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1 hour, 5 minutes, 36 seconds

specifically said how much for uh the third and how much for Winterfest if somebody was to pick it up cuz the

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1 hour, 5 minutes, 44 seconds

because those were for the fireworks because they were the biggest chunks of change. So there were specific numbers on that and I don't have them with me. I want to say that it was 7500

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1 hour, 5 minutes, 53 seconds

for the third and maybe five for Winterfest. I think **Mayor Pro Tem Hillberg** I'm I'm not willing to commit in my case

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if it comes to a vote. I'm not willing to commit money to events. I'm willing to commit \$30,000

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1 hour, 6 minutes, 10 seconds

to be determined by us as the year goes on. I'm not willing to commit 15 to

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1 hour, 6 minutes, 16 seconds

event now and then allowing only 15 left to divide among whatever else we might do. It's too early.

1:06:24

1 hour, 6 minutes, 24 seconds

Council Member Lomen Cool. Larry, then how about how about this? Do you have the option to approve this budget as written with us

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1 hour, 6 minutes, 34 seconds

coming with the express cons express direction that we're going to come back and review this portion of the budget to

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1 hour, 6 minutes, 41 seconds

make sure that we have that \$30,000 properly allocated whether it be between two funds or not.

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1 hour, 6 minutes, 47 seconds

Mayor McCully And part of that would be overhauling the system and the application system and what we want to see from applicantics

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1 hour, 7 minutes, 1 second

Catrina Olson which is not typical in a budget process. um this economic development.

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1 hour, 7 minutes, 5 seconds

Yes, it is. Um I can see an a an issue, a greater issue, but I did reiterate at

1:07:13

1 hour, 7 minutes, 13 seconds

the end the changes I would be making to the physical budget and bringing it back for review for adoption. Again, this is

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1 hour, 7 minutes, 20 seconds

is a living document. Modifications could be made and you specifically asked where the event money is. If you go to

1:07:29

1 hour, 7 minutes, 29 seconds

the departmental fund expenditure detail for 100 department 100 central services it's right here.

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I don't I don't know what page it's in in the agenda.

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I don't have the title.

1:07:49

1 hour, 7 minutes, 49 seconds

It is uh general fund departmental expenditure detail 100 central services.

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1 hour, 7 minutes, 58 seconds

It is under miscellaneous expenditures down near the bottom and there is a

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1 hour, 8 minutes, 5 seconds

there's a cost category 8257 that says events.

1:08:25

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that yes **David Rudman** it's page 77 of the packet

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1 hour, 8 minutes, 33 seconds

that's that's the next page for general fund departmental expenditure detail for 110

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1 hour, 8 minutes, 41 seconds

city council there is a line item for economic development 8263 for well

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1 hour, 8 minutes, 48 seconds

there's actually it's supposed to be 15,000 that's a That's a typo because as you

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1 hour, 8 minutes, 55 seconds

can see the total says 15,000. So the the 30,000 is still there. It did not net any change.

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1 hour, 9 minutes, 2 seconds

Mayor Pro Tem Hillberg Excuse me. What I'm saying is that I am not willing to commit half of it to events at this time. I am willing to

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1 hour, 9 minutes, 10 seconds

commit \$30,000 for us to determine either at a later meeting or at a

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1 hour, 9 minutes, 16 seconds

different time, but not now because we didn't do it in the last two years. This is a significant change.

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1 hour, 9 minutes, 24 seconds

We did not dedicate money to events at budget time and commit it at the start of the year, but we did allocate it

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1 hour, 9 minutes, 32 seconds

during the year, and I don't see any reason to change that.

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1 hour, 9 minutes, 35 seconds

Ron Walker, City manager Well, staff will be happy to bring it back at a later date to discuss.

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1 hour, 9 minutes, 39 seconds

Mayor Pro Tem Hillberg Okay. Okay. Because I to me, council direction only comes from a vote. It doesn't come from discussions going back

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1 hour, 9 minutes, 48 seconds

and forth. **Catrina Olson** That's not the way I've seen it done in the for what 14 18 years that I've been working with budgets.

1:09:56

1 hour, 9 minutes, 56 seconds

I've received direction from workshops and made changes to the budget and brought it back. It's it just I agree with that. **Mayor Pro Tem Hillberg** I'm I'm fine with you

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1 hour, 10 minutes, 4 seconds

on that. I I don't have any issues with what you did. I'm just expressing that I don't like the way that it is.

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1 hour, 10 minutes, 12 seconds

Ron Walker, City manager So, if we're fine, we'll bring that back at a later date and continue. Are we good? **Mayor McCully** because the dollar amounts stay the same. It's just what we're going to

1:10:19

1 hour, 10 minutes, 19 seconds

do with it, right? So, the numbers don't change, just how we're going to deal with that particular portion, which we knew was

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1 hour, 10 minutes, 27 seconds

coming back anyways to to be fine- tuned. All right, go for it, Sean.

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1 hour, 10 minutes, 38 seconds

Council Member Lomen Okay. **Mayor Pro Tem Hillberg** So when it comes back to us, it'll be expressed in a different way as one \$30,000 block of money that we determine

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1 hour, 10 minutes, 46 seconds

over the course of the year how to spend. We don't commit to any anything in particular right now.

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1 hour, 10 minutes, 54 seconds

Council Member Lomen You can vote yes or no on my motion. How's that?

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1 hour, 10 minutes, 56 seconds

Okay. I move we approve the uh proposed budget for 2627 fiscal year

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1 hour, 11 minutes, 5 seconds

um with the direction that we bring back both the economic development fund and sorry what was the other fund **Catrina Olson** it's events and it's just in it's in all

1:11:13

1 hour, 11 minutes, 13 seconds

in the fund but it's just in the different departments **Council Member Lomen** bring back those two line items for um

1:11:22

1 hour, 11 minutes, 22 seconds

reconsideration of allocation between the two **Mayor Pro Tem Hillberg** I'll second that.

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1 hour, 11 minutes, 29 seconds

All right. Go ahead.

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1 hour, 11 minutes, 32 seconds

Catrina Olson Thank you because I'm sick of looking at this.

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1 hour, 11 minutes, 40 seconds

Mayor McCully All right. So, our next item of council business this evening is discussion of the CG roads of Ashley is here tonight to discuss.

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1 hour, 11 minutes, 50 seconds

Oh, I didn't vacation.

1:11:58

1 hour, 11 minutes, 58 seconds

Ron Walker, City manager I'm gonna be my best between.

1:12:05

1 hour, 12 minutes, 5 seconds

Okay. **Mayor McCully** So, to discuss our road rehabilitation, yes, we do have some road improvement projects in the near future. Everybody very excited to hear about it.

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1 hour, 12 minutes, 15 seconds

Let's go for it. **Ron Walker, City manager** All righty. The 2021 CDBG, that's community development block grant funds, paid for

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1 hour, 12 minutes, 22 seconds

the 2024 road repair projects with a remaining amount of about 1.2 million.

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The city has a remaining match amount of 139, so we're up to about 1.37 million.

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Working with the Department of Housing, the city was greenlighted to use the remaining money to continue paving rehabilitation.

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Um, a list of streets were listed and put out to bid. local construction company Simpson and Simpson was the lowest bidder. Tonight, we are asking

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1 hour, 12 minutes, 47 seconds

the council to award the project to Simpson Simpson so they can get started. Try to answer any questions.

1:12:57

1 hour, 12 minutes, 57 seconds

Mayor McCully All right. Now, so this did it had specific roads on this that we're going to work on if I recall. Yeah.

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1 hour, 13 minutes, 5 seconds

Okay. So, yeah, just so the community knows the what we're looking at getting worked on this summer. Um,

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1 hour, 13 minutes, 12 seconds

Ron Walker, City manager Depot Street, Marvin Church, and East Oak, I believe.

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1 hour, 13 minutes, 16 seconds

Mayor McCully Yes. P. Yeah. So, that's what we're looking at doing. Um, that being said, do we have any questions or comments from the public in regards to let's get some roads paved?

1:13:28

1 hour, 13 minutes, 28 seconds

No.

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1 hour, 13 minutes, 30 seconds

Ron Walker, City manager Let me add one other thing. If as low as these bids are, there might be remaining money and then we're going to try to get North Main up to 174 done with that.

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1 hour, 13 minutes, 40 seconds

Knock on wood. No Promises. We're gonna try. **Council Member Lomen** Just get it resurfaced. Chip and seal.

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1 hour, 13 minutes, 45 seconds

Ron Walker, City manager Yeah, we're gonna do as much as we can with whatever money's left. Awesome.

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1 hour, 13 minutes, 48 seconds

As long as CDBG lets us. We haven't floated that biome yet.

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1 hour, 13 minutes, 52 seconds

But, you know, **Mayor McCully** we're crossing our fingers and we'll push it. Yeah. Picking up every lucky penny you find.

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1 hour, 13 minutes, 58 seconds

All right. Do we have any questions or comments from the DIS?

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1 hour, 14 minutes, 5 seconds

Mayor Pro Tem Hillberg I could comment that uh the street that I live on is a disaster. **Council Member Lomen** So is mine.

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1 hour, 14 minutes, 14 seconds

Mayor Pro Tem Hillberg I realize these are engineering choices.

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1 hour, 14 minutes, 17 seconds

They're engineering choices and nothing other than that. And I I wouldn't expect anything other than that.

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1 hour, 14 minutes, 31 seconds

Mayor McCully All right. Motion Okay. **Council Member Lomen** Move to uh approve the

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1 hour, 14 minutes, 38 seconds

construction contract award for CDBG road rehabilitation projects for 2026. **Mayor Pro Tem**

Hillberg I'll second.

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1 hour, 14 minutes, 46 seconds

Mayor McCully All in favor?

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1 hour, 14 minutes, 47 seconds

III.

1:14:48

1 hour, 14 minutes, 48 seconds

Nobody's opposed. We're good. Simpson and Simpson has the contract. We are Woohoo.

1:14:54

1 hour, 14 minutes, 54 seconds

Yay. Road. We love road paving. There is no question about that. All right, that moves. Well, we're blowing through this.

1:15:01

1 hour, 15 minutes, 1 second

Seems long, but we're good. All right, good of the order. That's where we're at. So, we're going to start with Good of the Order. Once we're done, you can comment on anything we say in Good of

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the Order. So, **Sean**, I'm going to do Harry a solid and point out that he uh sent an email and said that there's a

1:15:16

1 hour, 15 minutes, 16 seconds

major pothole on Canyon Way and Seams, thanks to the construction uh that's going on there or the construction crews

1:15:24

1 hour, 15 minutes, 24 seconds

that are filling up there from the uh hydrant. Thank you.

1:15:29

1 hour, 15 minutes, 29 seconds

So yeah, the road is getting pretty bad right there. They're flooding it out and the the subgrade starting to erode pretty bad.

1:15:41

1 hour, 15 minutes, 41 seconds

Mayor McCully Isn't that the hydrant though that doesn't have the lock that there's people that have been filling it up that aren't actually getting the whatever proper

1:15:49

1 hour, 15 minutes, 49 seconds

Council Member Lomen hydrant meters? Yeah, we're trying to keep an eye on that. They've been going back and forth because there's the one by the chevron that has the the meter on it, the other one doesn't. They go back

1:15:57

1 hour, 15 minutes, 57 seconds

and forth between the two. **Mayor McCully** So yeah, whatever we need to do to cut back on the usage on that.

1:16:02

1 hour, 16 minutes, 2 seconds

Council Member Lomen Yeah, PCWA is aware. So we'll we can ask the contractor to stay off of that hydrant and make sure they're over at the other one.

1:16:09

1 hour, 16 minutes, 9 seconds

Okay, **Kim**, concerning the pothole on Canyon Way, I wanted to vent for just a moment.

1:16:18

1 hour, 16 minutes, 18 seconds

When I was the mayor, I broke my axle hitting a pothole on Canyon Way.

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1 hour, 16 minutes, 24 seconds

And you speak David here. I'm done. Thank you.

1:16:41

1 hour, 16 minutes, 41 seconds

Mayor Pro Tem Hillberg There was something I was going to bring up and I always forget. So, it's going to have to wait. But I do have a

1:16:47

1 hour, 16 minutes, 47 seconds

question. Uh, what does it take to do a park and ride?

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1 hour, 16 minutes, 55 seconds

Mayor McCully That's so funny that you asked that.

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1 hour, 16 minutes, 57 seconds

Mayor Pro Tem Hillberg I'm I'm very curious because **Ron Walker, City manager** discussions with Caltrans.

1:17:02

1 hour, 17 minutes, 2 seconds

Mayor Pro Tem Hillberg Okay. And I know that um we have so many people coming off the one exit particularly in the afternoon and they're backing up on the freeway and I

1:17:11

1 hour, 17 minutes, 11 seconds

don't know if it would help but maybe if there was a parking ride at the other exit and anyway that I would like to see us put that on the agenda and discuss it.

1:17:19

1 hour, 17 minutes, 19 seconds

Ron Walker, City manager Hey, I'll take new pavement anywhere.

1:17:21

1 hour, 17 minutes, 21 seconds

Mayor McCully Yes. So actually it's really funny because I had an email exchange with the Caltrans rep just yesterday on that very

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1 hour, 17 minutes, 28 seconds

subject. So, we have started the process with them and they've got the map of where, you know, we've been thinking about it and really pushing the extra

1:17:36

1 hour, 17 minutes, 36 seconds

traffic that's been running from Grass Valley and it's a it's a great spot to do it. So, cross our fingers it goes.

1:17:42

1 hour, 17 minutes, 42 seconds

Mayor Pro Tem Hillberg So, yeah, that great minds think a lot clear.

1:17:45

1 hour, 17 minutes, 45 seconds

Does that uh just in discussion, does that have to happen on private property or can it happen on public property?

1:17:52

1 hour, 17 minutes, 52 seconds

Mayor McCully It's city property. Yeah, it's it's public. Yeah. Great.

1:17:55

1 hour, 17 minutes, 55 seconds

Yep. So yeah, with that email was just exchanged. So perfect. All right. So what I would like to bring up uh we'll

1:18:03

1 hour, 18 minutes, 3 seconds

have a little bit of discussion with us is back to our town hall meetings because we are supposed to have one tomorrow night. Uh hey Larry, you you

1:18:12

1 hour, 18 minutes, 12 seconds

get to MC that one because I'm not going to be here. So if you're not going to be here, we'll turn it over to somebody else. **Mayor Pro Tem Hillberg** I will be here.

1:18:19

1 hour, 18 minutes, 19 seconds

Mayor McCully Fantastic. So you get to MC that one. Um but because we had a brief conversation

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1 hour, 18 minutes, 25 seconds

about this recently and the decision had been nope let's keep it as all you know the whole council and stick with a solid

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1 hour, 18 minutes, 33 seconds

agenda item and I don't think it's having the impact that we were hoping for because of the fact that all f all

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1 hour, 18 minutes, 41 seconds

you know we have a quorum here it requires an agenda with specific items and then we have to have the full staff here and it's not getting us anywhere for the time that we're putting into it.

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1 hour, 18 minutes, 51 seconds

So, I would like to throw out two different suggestions. Um, and hopefully we can make one of these happen. And

1:19:00

1 hour, 19 minutes

that is to turn it back into an actual town hall conversation that allows dialogue back and forth that can be very free flowing that doesn't have to stick

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1 hour, 19 minutes, 8 seconds

hard to an agenda. And to do that, the options are only having two council members here and we could rotate through who those are. Um or it would just go

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1 hour, 19 minutes, 17 seconds

down to one of us, you know, whether it was, you know, meet with the mayor, whoever's in that position or, you know, rotate through one of us at a time. I

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1 hour, 19 minutes, 25 seconds

like the idea of having two personally, but either way, for us to really be able to give that open dialogue to our community and let them have a very free

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1 hour, 19 minutes, 33 seconds

flowing conversation. We cannot have a quorum and I would like to get away from that and allow that opportunity for our

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1 hour, 19 minutes, 41 seconds

community to be able to have a more open conversation.

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1 hour, 19 minutes, 45 seconds

Council Member Lomen I think that's a great idea. It's easier to rotate people through and it's really easy for somebody to come and give a report from that meeting to the rest of

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1 hour, 19 minutes, 52 seconds

the council during council meeting. So, okay, Kim, **Council Member Lomen** make it easier.

1:20:00

1 hour, 20 minutes

Mayor McCully Um, we I'm open to do it another way. I mean, I would like to have two people at each one. I mean, that's how I think it would have a better conversation when

1:20:07

1 hour, 20 minutes, 7 seconds

you two max. Yeah.

1:20:09

1 hour, 20 minutes, 9 seconds

Yeah. It has to be two max. We can't do We can't do it. So, you know, it could be as one comes up, you know, we can have a conversation who wants to be the

1:20:16

1 hour, 20 minutes, 16 seconds

second on this and I mean, we only have a couple more for this month. Um, and I we can go ahead and do this for tomorrow night and make an adjustment. We can just magically not have a quorum.

1:20:26

1 hour, 20 minutes, 26 seconds

Ron Walker, City manager Yeah. If only two of you show up, then you're having a town hall.

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1 hour, 20 minutes, 29 seconds

Mayor McCully Then you'll still have your uh the workshop that we have to have for Kathy.

1:20:34

1 hour, 20 minutes, 34 seconds

Um, we'll still do that. But then if there was only two here tomorrow then it would be a very free flowing conversation back and forth and on any topic that the community would like to

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1 hour, 20 minutes, 43 seconds

bring if we make this adjustment for tomorrow.

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1 hour, 20 minutes, 46 seconds

Mayor Pro Tem Hillberg I would just like to ask a question. Um I know that during that meeting before that we cannot discuss among ourselves

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1 hour, 20 minutes, 53 seconds

things that are coming up from the public during those meetings. I understand that. And so going to two

1:21:01

1 hour, 21 minutes, 1 second

going down to less than a quorum did that does that allow us the two council people to actually talk to each other or we still

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1 hour, 21 minutes, 9 seconds

Ron Walker, City manager you don't have a quorum so you're not required to have an agenda or an agendaized item.

1:21:14

1 hour, 21 minutes, 14 seconds

So because you can't make a decision without having a quorum. **David Rudman** So but what that means is that the the two council members that are at the town hall that are discussing a particular

1:21:22

1 hour, 21 minutes, 22 seconds

topic those council members are now basically the only two that can talk to you. That's the only person that you can really talk to about that item unless

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1 hour, 21 minutes, 31 seconds

you're at a noticed meeting where that item is is on the agenda.

1:21:37

1 hour, 21 minutes, 37 seconds

It so you so if you were on there with council member Loman then you wouldn't be able to speak with the mayor later,

1:21:44

1 hour, 21 minutes, 44 seconds

you know, one- on-one about the particular topic that you just **Mayor Pro Tem Hillberg** or or if either Sean or I, for example, had spoken with the mayor about it ahead of time, we couldn't talk to each other.

1:21:54

1 hour, 21 minutes, 54 seconds

I mean, I I get the Brown. **David Rudman** depend on that in that situation. It would really depend on the actual what was actually discussed and whether or not you're learning about their particular thoughts

1:22:03

1 hour, 22 minutes, 3 seconds

about something that's actually coming before the council.

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1 hour, 22 minutes, 5 seconds

Mayor Pro Tem Hillberg I mean, I I support these public town hall meetings in any context. I I I want

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1 hour, 22 minutes, 13 seconds

us to hear from the public and deal with it in such a way that they keep coming back, you know, be open with them. So,

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1 hour, 22 minutes, 20 seconds

I'm whatever we decide to do is okay with me. And I would add again the the

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1 hour, 22 minutes, 27 seconds

process that Cindy Gustafson uses for her supervisor meeting where the meeting

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1 hour, 22 minutes, 34 seconds

itself is separated from uh some of the public things that happen ahead of time.

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1 hour, 22 minutes, 41 seconds

And this is her advisory committee meetings that she has. And I'm not sure how they divided it.

1:22:50

1 hour, 22 minutes, 50 seconds

I'm sure it was looked at by legal staff.

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1 hour, 22 minutes, 54 seconds

Um, but the conversation is more free flowing during that first half of the meeting and then when they declare the

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1 hour, 23 minutes, 1 second

regular meeting open, then it has to run by the book.

1:23:06

1 hour, 23 minutes, 6 seconds

Mayor McCully Well, and what we would do is the next council meeting after a town hall, it would be an agenda item to report out from the town hall and then we would all

1:23:15

1 hour, 23 minutes, 15 seconds

be able to have that group conversation that you're looking for. Cindy's the only supervisor at the Wack Mack, right?

1:23:22

1 hour, 23 minutes, 22 seconds

Mayor Pro Tem Hillberg No, she has about six or seven Wack Mack or advisory councils.

1:23:28

1 hour, 23 minutes, 28 seconds

But I think each of the other supervisors has one or Right.

1:23:34

1 hour, 23 minutes, 34 seconds

You know more how Wack Mack. I don't I've never been to one. So there's quite a few because the geography her district.

1:23:44

1 hour, 23 minutes, 44 seconds

Okay. **Mayor McCully** So, if you guys are open to going down to two people, um, who would like to do tomorrow night?

1:23:51

1 hour, 23 minutes, 51 seconds

Council Member Lomen Let me be the first volunteer to skip it. Skip it.

1:23:53

1 hour, 23 minutes, 53 seconds

Yeah. I have a I have a doctor's appointment and it's going to be late, so I was concerned about making it anyway.

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1 hour, 23 minutes, 58 seconds

Mayor McCully There you go. So, if instead instead of instead of making a decision about that, it would be best if you just made that determination.

1:24:05

1 hour, 24 minutes, 5 seconds

Fantastic. I determined that Kim and Larry come hang out tomorrow night because unfortunately, apparently, I'm going to be in Hell Hole tomorrow. So,

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1 hour, 24 minutes, 13 seconds

you Yes. Yeah. **Mayor Pro Tem Hillberg** Well, I'm going to be here regardless.

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1 hour, 24 minutes, 20 seconds

Mayor McCully So, fantastic. Thank you very much. I appreciate it. And then we'll just switch them all to true town hall meetings with lots of dialogue back and forth and we can determine who does the

1:24:28

1 hour, 24 minutes, 28 seconds

next one. So, thank you. All right. That was our staff. Thanks you very much as well because now they do will not have to do

1:24:36

1 hour, 24 minutes, 36 seconds

an agendaized thing anymore. So, all right.

1:24:41

1 hour, 24 minutes, 41 seconds

Any good to the order from anybody down here? Nope. Do we have any public comment on good of the order?

1:24:47

1 hour, 24 minutes, 47 seconds

No. All right, we're going to go ahead and close up then and close this. We do have a closed session, so we'll take a five minute recess. And

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1 hour, 24 minutes, 54 seconds

David Rudman you guys take public comment on a close session.

1:24:57

1 hour, 24 minutes, 57 seconds

Mayor McCully Oh, that's right. See, somebody's got to keep me in track. Do we have any public comment on the closed session items? We have two of them.

1:25:04

1 hour, 25 minutes, 4 seconds

That's right. I told him he's supposed to kick me.

1:25:07

1 hour, 25 minutes, 7 seconds

All right. So, yeah, that's right. Oh, will poke me. There you go. So yeah, we have uh conferences with labor negotiations and a property management

1:25:14

1 hour, 25 minutes, 14 seconds

discussion. Anybody have any questions, comments? No. All right. Meeting is adjourned for five minutes.

:00

Mayor McCully All right, we will go ahead and get started. So, we're going to call the session to order for Janu or June.

0:07

7 seconds

January June 24, 2026 is now in session.

0:11

11 seconds

Let's start with the pledge of allegiance, please.

0:17

17 seconds

Aliance to the flag of the United States of America and to the republic for which it stands. One nation under God,

0:25

25 seconds

indivisible, [clears throat] liberty and justice for all.

0:32

32 seconds

All right. Thank you. We have clerk, will you please take role?

0:36

36 seconds

Gabrielle Christakes Council member Lomen here.

0:40

40 seconds

Council member Douglas here.

0:42

42 seconds

Council member Burruss here. Mayor Pro Tim Hillberg here. And Mayor Mccaui. All members present.

0:51

51 seconds

Mayor McCully Thank you very much. Um, so do you want to do the special meeting first? **Conor**

Harkins You just called the regular. **Mayor McCully** Oh, I did. Okay. All right.

0:59

59 seconds

If you'd like to.

1:01

1 minute, 1 second

That's right. We will do that. All right. So, then we need an approval of the agenda order. Do I can I get a motion to approve it?

1:08

1 minute, 8 seconds

Council Member Burruss I'll move we approve the agenda order and amend it. Okay. Thank you. Do I second? **Mayor Pro Tem Hillberg** I was going to say.

1:17

1 minute, 17 seconds

Okay.

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1 minute, 18 seconds

Conor Harkins Let's let's I may let's handle the motion. That's the pending motion.

1:23

1 minute, 23 seconds

Mayor McCully This is Yeah, this one's just for the **Council Member Burruss** withdraw My motion.

Conor Harkins Okay. **Mayor McCully** Go ahead, Larry.

1:29

1 minute, 29 seconds

Mayor Pro Tem Hillberg Uh, I'd like to remove item 8A from the agenda all alto together.

1:38

1 minute, 38 seconds

I'd like it to be postponed.

1:41

1 minute, 41 seconds

I think uh a million dollar or so agreement and a whole bunch of legal ease that we didn't see till Friday is

1:50

1 minute, 50 seconds

too much to expect of us to really try to read and understand it. And I would like more time So, I move to remove it or postpone it.

2:03

2 minutes, 3 seconds

Council Member Burruss Um, well, I'm going to agree in part with your sentiment that that was a very very prohibitively short time frame. Um,

2:12

2 minutes, 12 seconds

I will say I did have time to review it and I am prepared to act on this one tonight. So, um, you know, maybe we'll

2:20

2 minutes, 20 seconds

take a take a clear, um, pulse check of the rest of the council on whether everyone has had a chance to fully review it.

2:31

2 minutes, 31 seconds

Mayor McCully Well, we also can leave it on the agenda so that way those that have come up just for this can offer their presentation and insight and then we can hold off on

2:39

2 minutes, 39 seconds

making a a decision. If you would like to do that, that's always an option.

2:43

2 minutes, 43 seconds

Council Member Burruss Would you be willing to approve the item?

2:44

2 minutes, 44 seconds

Yeah. So we that way because we have Lieutenant Renegar who's come up for that. That way you can we can speak with her as well and then we can hold off in making a decision if you want to.

2:52

2 minutes, 52 seconds

Mayor Pro Tem Hillberg That's okay with me. I don't mind that part. I just not prepared to make a decision. I just didn't have enough time to read and comprehend it.

3:00

3 minutes

Mayor McCully Okay. So then we will go ahead and leave it on the agenda and when we get to that item we can decide if we're going to go ahead and pass it or for later. So

3:08

3 minutes, 8 seconds

Council Member Burruss I'm good with that and I'll put my motion back on the table. **Mayor**

McCully Okay. So can I get a second? **Council Member Lomen** Second.

3:13

3 minutes, 13 seconds

Mayor McCully All right. All in favor? I I I All right. Um, so agenda is good. Now we got to switch back to my pages.

3:22

3 minutes, 22 seconds

Uh, consent calendar. Actually, no, I'm sorry. Conflicts of interest. Do we have any new conflicts of interest with anybody? **Council Member Lomen** No change. **Mayor Pro Tem Hillberg** No change. Okay. **Mayor McCully** Thank you very much.

3:30

3 minutes, 30 seconds

No.

3:31

3 minutes, 31 seconds

All right. [clears throat] Our consent calendar. All items listed on the consent calendar are considered routine in nature and will be approved in one blanket motion with the council vote

3:39

3 minutes, 39 seconds

unless a council member or a member of the public requests something to be pulled for discussion. Items uh pulled will be addressed after we complete the

3:47

3 minutes, 47 seconds

consent calendar and do it a separate motion. Is there anything from the consent calendar the council or the public would like to pull? **Council Member Burruss** I'd like to pull item 2E.

3:55

3 minutes, 55 seconds

2. Okay. Anything else? 2C. to see the forklift. Okay.

4:05

4 minutes, 5 seconds

Conor Harkins Um, we need a action from the from a member of the city council to pull that.

4:10

4 minutes, 10 seconds

The public can ask, but the city uh **Council Member Burruss** I'll support polling item 2C. **Mayor McCully** Okay. **Conor Harkins** Thank you, Council Member Bur.

4:16

4 minutes, 16 seconds

Mayor McCully All right. Thank you. So, we've got uh 2C and 2 E pulled from the consent calendar. Anything else? Then, can I get a motion to approve the consent calendar minus 2 C and E?

4:26

4 minutes, 26 seconds

Council Member Burruss I'll go ahead and make that motion. **Mayor McCully** Okay. Can I have a second? **Mayor Pro Tem Hillberg** Second.

4:29

4 minutes, 29 seconds

Mayor McCully Okay. Larry's got the second. All in favor? I I I thank you. Okay, we'll start with 2C, the forklift for the wastewater uh plant.

4:39

4 minutes, 39 seconds

So, word.

4:42

4 minutes, 42 seconds

Ron Walker, City manager All right. Because [clears throat] of the nature of the operation of the wastewater treatment facility, staff are routinely required to move chemical totes, pumps, motors, maintenance

4:50

4 minutes, 50 seconds

supplies, and other heavy equipment necessary for facility operations and maintenance. These tasks currently performed manually or with rented equipment. The acquisition of a forklift

4:59

4 minutes, 59 seconds

will enable staff to transport materials and equipment more safely, efficiency, efficiently, and reliably reliably

5:07

5 minutes, 7 seconds

throughout the facility while reducing the risk of injury and operation. Um, Matt had went through source weld to get

5:15

5 minutes, 15 seconds

the pricing on this just as we've done with some other things. And unfortunately, he can't be here tonight, so I'll try to answer any questions best I can.

5:24

5 minutes, 24 seconds

Mayor McCully Okay. Um, we'll go ahead and take comments from the public first. Tom, if you'd like to come up.

5:30

5 minutes, 30 seconds

Yeah,

5:43

5 minutes, 43 seconds

Tom, would you check your microphone, please? Make sure it's on. As long as the green light's on, you're good. The green light on now. Yep. **Tom Parnham** Okay. Thank you.

5:50

5 minutes, 50 seconds

Tom Parnham Yeah. Um, yeah. \$43,000. I thought we should at least talk about it. Um

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5 minutes, 57 seconds

um we had forks for the forklift to use for unloading pallets and whatnot. And uh we've been I understand have we been

6:06

6 minutes, 6 seconds

renting forklifts? Um I just don't it just seems kind of excessive and that's coming from me and

6:16

6 minutes, 16 seconds

I um I think the sewer plant should get everything it needs. And when I saw this I was like what? So anyway, uh just I

6:25

6 minutes, 25 seconds

wanted to just like talk about it and get an explanation on it. Um when I worked at the sewer plant, I bought a bottle of Mr. Clean to mop the floor and

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6 minutes, 32 seconds

I got written up and so you know this kind of expense is uh you know pretty high and I think you

6:41

6 minutes, 41 seconds

know I'd like to at least talk about it. So that's all that's all I have to say. I mean if there's a real need for it then absolutely.

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6 minutes, 50 seconds

Thank you Tom.

6:51

6 minutes, 51 seconds

Mayor McCully Thank you. **Tom Parnham** Thank you for letting me letting me vent.

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6 minutes, 54 seconds

Mayor McCully Oh, absolutely. Do we have any other questions or comments from the public on this item?

6:59

6 minutes, 59 seconds

Anything from the council? Any questions, concerns, thoughts?

7:03

7 minutes, 3 seconds

Council Member Burruss To Tom's point, are we able to speak to how much we've spent on rental equipment in the last, let's say, three years?

7:10

7 minutes, 10 seconds

Ron Walker, City manager Yeah. Again, unfortunately, Matt couldn't make it in tonight personal reasons. So, I don't have a number on what he spent. [clears throat]

7:19

7 minutes, 19 seconds

I did uh ask that question. Said, "Make sure that you're not, you know, you're not spending a bunch of money up front that you could to schedule out with rental." And he insisted he needed this.

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7 minutes, 29 seconds

He insisted it was something he had to have. I said, "Okay, get some prices on it. We'll take it to council for consideration." **Council Member Burruss** So, given that he did not get you that

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7 minutes, 37 seconds

information prior to this meeting, I would be inclined to go ahead and put this to the next meeting because he's not here tonight to present or answer this question.

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7 minutes, 50 seconds

Mayor McCully Do you have any other comments? **Mayor Pro Tem Hillberg** I just again, what was the cost?

7:56

7 minutes, 56 seconds

Mayor McCully 43,144 for a forklift.

8:05

8 minutes, 5 seconds

Okay.

8:06

8 minutes, 6 seconds

Do we have any other questions or comments?

8:08

8 minutes, 8 seconds

Mayor Pro Tem Hillberg Uh only uh it would be nice to know the information that apparently only Matt has. Okay. you know, how much did we

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8 minutes, 15 seconds

spend uh [clears throat] and how does how does that compare to putting out capital money?

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8 minutes, 25 seconds

Mayor McCully Any other comments from the council?

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8 minutes, 30 seconds

I I know I personally I have a lot of faith in Matt and the work that he's done out there. I don't think he would be spending it if he didn't feel that it

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8 minutes, 38 seconds

would make a huge impact in their efficiency of being able to work out there. And this also is, you know, it's the tail end of this budget year. So, if

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8 minutes, 46 seconds

we carry it over, it's going to change a lot of things on the the finance side of it because we can't backdate it. So, I want Ah, look at that. The woman who knows so much about money.

8:56

8 minutes, 56 seconds

Catrina Olson I I can't give you a number on the rent.

8:58

8 minutes, 58 seconds

I could go look it up, but um that's what I was going to caution you of is there's a reason right now that that the purchase is being made prior to the end

9:07

9 minutes, 7 seconds

of the fiscal year because once that happens, then we're into a new budget year and we're not using the money that we have. Granted, it will go into the

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9 minutes, 15 seconds

equity of the fund and it will still be there, but it's not a budgeted item at this time. So then we have to would have to go through a a budget amendment to

9:24

9 minutes, 24 seconds

the brand new budget. Just just so you know. **Mayor McCully** Thank you, Katrina.

9:31

9 minutes, 31 seconds

So, like I said, I I have every confidence in Matt to make a wise decision for that plant with what he's shown us in the last year and a half

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9 minutes, 38 seconds

that he's been there. Um, I know it is a big chunk of change and you know, you want to look at it. I had a conversation with him and I asked him, are we have warranties? Does it have service plans?

9:47

9 minutes, 47 seconds

What? And all that stuff is part of the game plan for it. Um, but if if we don't pass it tonight, it

9:55

9 minutes, 55 seconds

will not go into this year's budget because the budget starts over again.

9:58

9 minutes, 58 seconds

Harry, we're not doing public comment on this item. We've already taken it.

10:02

10 minutes, 2 seconds

Harry, we've already done public comment on this item. Please have a seat.

10:06

10 minutes, 6 seconds

No, please have a seat. Have a seat, please. We've already done public comment on this item. Thank you. So, I

10:14

10 minutes, 14 seconds

Council Member Burruss would propose that maybe we go ahead and um move the conclusion of this item to

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10 minutes, 21 seconds

later in the agenda and allow um allow time to go look that number up real quick just so that we can have concluded

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10 minutes, 30 seconds

the due diligence expectation for the public.

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10 minutes, 36 seconds

Mayor McCully Yeah. Maybe how often he's rented it and what kind of dollar amount if you're able to find it. Will that work? Yeah. Okay. Thank you so much.

10:44

10 minutes, 44 seconds

Council Member Burruss That way, right be, you know, I want to make sure that we did our due diligence cuz I'm on the same page with you where I definitely um have that same

10:52

10 minutes, 52 seconds

confidence, but I want to make sure I'm checking my own biases and doing due diligence there. And I appreciate Tom

11:00

11 minutes

calling it out and making sure that we took a pause and did everything we're supposed to do before we made the call. So, appreciate the accountability

11:07

11 minutes, 7 seconds

there. **Mayor McCully** Okay, then we'll just go ahead and table TC 2C until Catrina is able to come back with some numbers this evening. Okay, so we'll go to 2E, which

11:15

11 minutes, 15 seconds

is the employee handbook update. And uh Larry, you had pulled that. Do you want to go ahead and make your or I'm sorry, Trinity, Trinity, do you want to go ahead and start with comments on that?

11:24

11 minutes, 24 seconds

Council Member Burruss Yeah. So, the reason I pulled this one was actually similar to um why Larry wanted to pull 8A from the agenda

11:30

11 minutes, 30 seconds

earlier. Um, we didn't get a lot of time to review a very very large amount of material and I don't actually know what

11:38

11 minutes, 38 seconds

the changes were between the versions version.

11:43

11 minutes, 43 seconds

No, I know but I'm saying that because of the amount of time that we didn't have um and there wasn't exactly a clear executive summary of the changes. Um, so

11:52

11 minutes, 52 seconds

can you just give us a rundown um just an executive summary level description of what modifications are made between

11:59

11 minutes, 59 seconds

these **Mayor McCully** I I can tell you from when I went

12:06

12 minutes, 6 seconds

through it, um, the majority of it is changes in basic verbiage and and stuff that just needed to get cleaned up and and language, but there was a couple

12:14

12 minutes, 14 seconds

others that were in there, but I know that was a the **Council Member Burruss** to that point, the non-substantive I'm not so concerned with so much as just I want to know what the substantive changes were.

12:27

12 minutes, 27 seconds

Ron Walker, City manager So there was a bunch of language cleanup in there that just didn't match the new MOU. So was most of it was cleanup language.

12:35

12 minutes, 35 seconds

Uh there was some things in there where employment law had changed. So LCW had changed the employment law verbiage in there. And then um

12:44

12 minutes, 44 seconds

there was some language changed to match the new MOU with the with the u local 39

12:51

12 minutes, 51 seconds

Mayor Pro Tem Hillberg and Connor reviewed it and he's happy with the updates. **Conor Harkins** Um, no I did not. This was produced by Libert Cassidy Whitmore.

12:59

12 minutes, 59 seconds

Okay. Who who provides counsel.

13:01

13 minutes, 1 second

Council Member Burruss So either way it still had that subject matter expert.

13:05

13 minutes, 5 seconds

Ron Walker, City manager So it went through Libra Cassidy Whitmore and then it went through the union also went through it and okayed it as well and but we couldn't bring it

13:12

13 minutes, 12 seconds

before then because we had to wait for you to okay the contract. So that was the last close session. It goes to the open night.

13:20

13 minutes, 20 seconds

Council Member Burruss That helps. **Mayor McCully** Okay. **Council Member Burruss** That was my questions.

13:22

13 minutes, 22 seconds

I feel like they're answered. So, **Mayor McCully** does anybody else from the council have any questions or comments on the employee handbook? Okay. Do we have anybody? Oh, go ahead, Larry.

13:30

13 minutes, 30 seconds

Mayor Pro Tem Hillberg My only comment is there's a lot of changes. You know, it's there's red lines all over the place and substituted text. It's really It's very hard to follow that way.

13:41

13 minutes, 41 seconds

Mayor McCully Like I said, I went through it a couple days ago and it most of it was just based click language little things that that are in the long

13:49

13 minutes, 49 seconds

run aren't going to make any difference for our staff, fortunately. **Ron Walker, City manager** Yeah, we went through that line by line during negotiations.

13:54

13 minutes, 54 seconds

Council Member Lomen Yeah, I would recommend going forward and maybe we can include it as an additional appendix um on the document when we update

14:04

14 minutes, 4 seconds

anything like an employee handbook or something that people rely on as you know a source of truth when it comes to any potential labor action.

14:13

14 minutes, 13 seconds

um when we do revisions to uh versions that we make sure that there is an appendix clarifying what changes were

14:20

14 minutes, 20 seconds

made between that and the last applicable version. So just the high-level points like you know updates made to align with the updates made to align

14:29

14 minutes, 29 seconds

with law updates. Um that way if there is a very specific policy level change

14:36

14 minutes, 36 seconds

that's not stemming from a systemic requirement you know we are highlighting that in a weird a very clear easy to

14:44

14 minutes, 44 seconds

catch way that would not be overlooked by an employee potentially by mistake right **Mayor McCully** do we have any questions or

14:52

14 minutes, 52 seconds

comments from the public on the employee handbook update

15:06

15 minutes, 6 seconds

again. **Tom Parnham** Um 10 years ago when it was updated the last time the city violated it

15:15

15 minutes, 15 seconds

wrongfully fired before the city for so I just wanted to

15:22

15 minutes, 22 seconds

defend again um make sure that follow through the letter.

15:32

15 minutes, 32 seconds

Mayor McCully Thank you, Tom. All right, we will bring back 2E for a motion for approval.

15:39

15 minutes, 39 seconds

Council Member Burruss Um, I'll make a motion that we approve it and then just add that appendix. I asked

15:46

15 minutes, 46 seconds

Okay, just a summary of the updates or the reason for the updates. **Mayor McCully** Okay, can I have a second?

15:55

15 minutes, 55 seconds

Council Member Lomen Second. **Mayor McCully** Okay. All in favor?

15:57

15 minutes, 57 seconds

III Okay. Motion pass.

16:00

16 minutes

Mayor Pro Tem Hillberg

Mayor Pro Tem Hillberg And I would like to make a motion that before we put something out here like this for public view that they get what

16:07

16 minutes, 7 seconds

we used to call wizzywig, which is what you see is what you get. So rather than an a document that has all these

16:15

16 minutes, 15 seconds

indicated changes, something that has the actual changes in it, I think we should do that and include it in a later agenda.

16:25

16 minutes, 25 seconds

Um I'm not sure how many people in the public care or how many employees might care, but this is really hard to read.

16:32

16 minutes, 32 seconds

Conor Harkins Are are you just asking for a clean version of the policy manual?

16:36

16 minutes, 36 seconds

Mayor Pro Tem Hillberg In other words, actually make the changes that are indicated on the side. actually make the changes.

16:44

16 minutes, 44 seconds

Council Member Burruss Yes. So, a clean draft. **Mayor Pro Tem Hillberg** Yes. It's just too hard to read.

16:50

16 minutes, 50 seconds

You know, I can do it. I've done it before. We didn't always have wizzywig.

16:54

16 minutes, 54 seconds

You know, we used to get documents like this, but I think we should do better for the public

17:03

17 minutes, 3 seconds

and **Council Member Burruss** just call it the flattened version. Yeah.

17:10

17 minutes, 10 seconds

Conor Harkins We have a motion, a pending motion to direct staff to prepare a clean version of the document. Yes.

17:19

17 minutes, 19 seconds

Mayor Pro Tem Hillberg And include it in a later agenda so that the public gets to see it and the employees.

17:27

17 minutes, 27 seconds

Mayor McCully Council Member Burruss Doesn't it get posted on our website?

17:29

17 minutes, 29 seconds

Mayor McCully Yes. So it gets posted to the website after it's been approved so everybody can locate it on there as well.

17:35

17 minutes, 35 seconds

Mayor Pro Tem Hillberg Yes. Okay. If that was I would accept that.

17:37

17 minutes, 37 seconds

Okay. **Mayor McCully** Yeah, it's it's absolutely posted on the website. Does that work? Okay. No motion needed then.

17:46

17 minutes, 46 seconds

Yeah.

17:47

17 minutes, 47 seconds

Mayor Pro Tem Hillberg Do you want to formally withdraw the motion? **Mayor Pro Tem Hillberg** Yeah, I'll withdraw it. Okay. Thank you. Thank you.

17:53

17 minutes, 53 seconds

Mayor McCully Okay. So, Katrina is still at crunching numbers. So, we will go to agency reports and start with Pler County Sheriff.

18:08

18 minutes, 8 seconds

Toby Williams Good evening. How's everybody doing tonight? Good. Sergeant Williams, Poster County Sheriff's Office. Uh only a few

18:16

18 minutes, 16 seconds

newer things over the last couple weeks since our last meeting. Uh as most of you know, uh through social media and probably through word of mouth, um we

18:24

18 minutes, 24 seconds

had a an elderly gentleman go missing here in the city uh this last week, week and a half ago. Uh unfortunately, he's

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18 minutes, 32 seconds

still yet to be found. Uh over the last week, week and a half, uh we conducted four separate operations down in um the

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18 minutes, 39 seconds

Stevens Trail area where he likes to frequent in hopes of trying to uh obtain some kind of um clues, some kind of information of where he might be.

18:49

18 minutes, 49 seconds

Unfortunately, we we didn't locate anything. Uh, our deputies uh continued to do some follow-up with some other

18:55

18 minutes, 55 seconds

folks who had um um more recent information or what they believe was recent information as to his whereabouts

19:03

19 minutes, 3 seconds

and where they last saw him and when. Uh we followed up with those uh and they were all around the same time frame as

19:10

19 minutes, 10 seconds

the information that we ended up getting prior to us starting the search. So, uh we're still doing extra patrols. We're

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19 minutes, 16 seconds

still uh following leads as they come in um or at least perceive leads uh and at least trying to uh turn that into raw

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19 minutes, 24 seconds

intelligence and try to locate him as best and as quick as we can. Uh we

19:31

19 minutes, 31 seconds

assisted CHP with the overturned big rig uh earlier this week um trying to help out with the traffic as best as we

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19 minutes, 39 seconds

could. Um, and then we had a a DUI crash at 174 in North Main earlier this week.

19:46

19 minutes, 46 seconds

Uh, that driver was arrested uh and uh um taken to jail. So, uh, good news is,

19:56

19 minutes, 56 seconds

I guess, if you want to call it that, they weren't too intoxicated, uh, but just obviously enough to to help cause the, uh, the accident. So, no, uh, major

20:05

20 minutes, 5 seconds

injuries in anyone there, um, in either vehicle. So, some a little bit better news there. Oh. Um, any other questions?

20:15

20 minutes, 15 seconds

Mayor Pro Tem Hillberg Um, I have one.

20:17

20 minutes, 17 seconds

How would you characterize the flow of the river right now? I haven't I used to go down there every week, but I don't do that anymore.

20:23

20 minutes, 23 seconds

Toby Williams Uh, I'm not sure. I'm not a a river expert by any means, but if it's if it's still uh dealing with the snow melt, probably pretty quickly.

20:36

20 minutes, 36 seconds

Mayor McCully Do we have any questions from the public?

20:38

20 minutes, 38 seconds

Tom Parnham I do. Uh I saw circling it looked like over **Toby Williams** uh when was that?

20:48

20 minutes, 48 seconds

I couldn't be certain. I'm not sure. Okay, perfect. Thank you. All right. Thank you.

20:57

20 minutes, 57 seconds

Mayor McCully Okay, CHP.

21:03

21 minutes, 3 seconds

Good evening everyone. Lieutenant Kile Kenny with the CHP Gold Run office. Um give you guys a little snapshot of some of the things we've been doing over the

21:10

21 minutes, 10 seconds

last 30 days. Uh over the last 30 days, um my office, just the gold run office

21:16

21 minutes, 16 seconds

has uh made over uh 1,719 enforcement contacts. So that's basically they see a violation, they

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21 minutes, 24 seconds

turn their lights on, they they come and contact you. Of those, 1160 uh resulted in an actual traffic

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21 minutes, 31 seconds

citation. And of that, 1160, 835 were due to speed, which is one of our biggest problems we have on the 80

21:39

21 minutes, 39 seconds

corridor here. Um during that time, we've made 11 arrests as well. Um why do I tell you all these stats, right?

21:46

21 minutes, 46 seconds

because uh history and statistics show that the more enforcement contacts that we make with the public, whether they

21:54

21 minutes, 54 seconds

give a verbal or they give a citation, um the more that we're out there, what we call in in in view patrol. Every time you guys see a black and white, you guys

22:02

22 minutes, 2 seconds

typically let off the gas. That's exactly what we want. Um the reason we do that is because it reduces the number amount of crashes that we have in that area, reduces injuries, reduces fatalities.

22:13

22 minutes, 13 seconds

Um during that time we've taken we took two 22 crashes. Um of those only seven of those 22 resulted in injuries which

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22 minutes, 22 seconds

is a good thing. And during that time frame the last 30 days I compare it to the last 30 days excuse me that same time period a year prior. That's kind of

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22 minutes, 31 seconds

how we judge how we're doing. And that's 18% reduction in crashes during that time which I think is is good. It doesn't may not seem like a lot but um

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22 minutes, 40 seconds

any lives and injuries we saved and families that we saved. So, um I'm really happy with what my troops are doing right now. Um some of the things

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22 minutes, 48 seconds

that we've just recently done, last Saturday, excuse me, last Friday night on June 20th, we held a uh No, that was Saturday night. I apologize. June 20th,

22:57

22 minutes, 57 seconds

we held a maximum enforcement DUI um raid statewide. Um my my guys alone made

23:05

23 minutes, 5 seconds

8, excuse me, 85 enforcement contacts and 61 of those resulted in citations.

23:11

23 minutes, 11 seconds

We did not get any DUIs. I would say that's a good thing that they weren't out that night. Maybe the word got spread. Um, but that was only a 12-h

23:18

23 minutes, 18 seconds

hour period. So, we we kind of hit that pretty hard. Uh, we do have next weekend uh 4th of July maximum enforcement

23:26

23 minutes, 26 seconds

holiday period that we will be out in full force um and and circling around Colfax as well helping out the so as

23:34

23 minutes, 34 seconds

well. Uh much like the uh sheriff's department just mentioned, we did have a semi-truck that overturned um I guess it

23:42

23 minutes, 42 seconds

would have been 2 days ago about 11:30 at night coming down the grade.

23:47

23 minutes, 47 seconds

They're about a mile east of the train trestles there. Speed was a factor. Um he did have approximately 160 pigs in

23:56

23 minutes, 56 seconds

the trailer. Um, I'm just going to assume, I don't know, but I've been doing this a while that um probably hit the brakes at some point going a little

24:04

24 minutes, 4 seconds

bit fast. The load shifted and then uh he couldn't control it from there. The tractor trailer overturned. Uh the

24:12

24 minutes, 12 seconds

driver uh was transported, but go to find out did not have any injuries. Um that was a unique scene that I don't

24:20

24 minutes, 20 seconds

think anybody at that scene's ever experienced before. So, it did have some logistical issues that we dealt with that it took us a while to kind of get

24:28

24 minutes, 28 seconds

up and running. Uh, additional trailer to offload the the pigs that survived.

24:33

24 minutes, 33 seconds

Uh, animal control was there. Our partners with the the sheriff's department, CalFire came out towards the end um and was helping out. Well, actually, they showed up on scene

24:40

24 minutes, 40 seconds

originally and then came back because the swines that survived were getting uh a bit hot. So, we tried to do what we could there. Uh, generated a lot of um

24:50

24 minutes, 50 seconds

media attention. Um, and I think uh jointly with the other agencies, we did a really good job given the circumstances. Tried to make the best

24:58

24 minutes, 58 seconds

out of that. Typically, when we have a truck overturn there, it it we can get them up and running a lot, excuse me, get the lanes open a lot quicker.

25:06

25 minutes, 6 seconds

That was caused about a 14-hour delay, which caused major traffic issues all over um all the way up to Truckee all

25:14

25 minutes, 14 seconds

the way down here. I drove by right after and came through here. It looked like a parking lot. So, we are well aware of the ramifications

25:22

25 minutes, 22 seconds

um that these crashes happened. I want you to know that we're doing everything we can to try to prevent those from

25:29

25 minutes, 29 seconds

occurring to begin with. Um want to know some other things that we're doing up and coming to help combat these big rigs because that's a big issue with the

25:37

25 minutes, 37 seconds

speed them overturning the them resulting in truck fires which affects all of your guys' homes. We are well

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25 minutes, 44 seconds

aware of that. Um we are join we have a joint uh enforcement campaign on July 1st and July 20th with our neighboring

25:53

25 minutes, 53 seconds

CHP commands which will be our truckee

office and our uh Auburn office. Uh and we are pulling resources from our

26:00

26 minutes

commercial units. Those are the guys that kind of drive the Dodge pickups with the white camper shell. Those guys are strictly enforcement. They're going

26:07

26 minutes, 7 seconds

to come out there and we're going to um we're going to hit it really hard and we're going to push it on social media so you guys will see that. We're going

26:14

26 minutes, 14 seconds

to try to make a dent on that the best we can. So, um, I'll stop talking. Does anyone have any questions for me?

26:22

26 minutes, 22 seconds

Mayor McCully Do we have any questions from the council? Go ahead, Larry. **Mayor Pro Tem**

Hillberg I want to see the video.

26:27

26 minutes, 27 seconds

Kile Kenny Well, you could see it was all over the news media. There was about three or four different news medias there, but um, yeah, it was it was definitely a

26:34

26 minutes, 34 seconds

weird um, unique scene that uh, I've never been part of. And so, it it we all learned a lot, that's for sure.

26:42

26 minutes, 42 seconds

Mayor Pro Tem Hillberg Do we have any questions or comments from the public? Okay. All right. Thank you. **Kile Kenny** Thank you very much.

26:48

26 minutes, 48 seconds

Mayor McCully All right. Plaster County Fire CalFire

26:57

26 minutes, 57 seconds

Good evening. **Yosh White Battalion Chief** with Plaster County Fire and CalFire.

27:01

27 minutes, 1 second

Last week we successfully orchestrated the wastewater treatment plant uh VMP vegetation management project burning 26

27:08

27 minutes, 8 seconds

acres. this week uh upcoming where we've been doing the prep over the last few weeks for burnt flat. Same same style of

27:15

27 minutes, 15 seconds

burn. Uh it was a great opportunity for some training for some of our newer firefighters and for some of our company officers in some of the leadership and

27:23

27 minutes, 23 seconds

management positions as well as good management for fire prevention in the future. Uh the burnt flat burn, we're expecting to do 14 acres. We're

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27 minutes, 31 seconds

expecting to do that on the second uh if weather permits.

27:36

27 minutes, 36 seconds

Um [clears throat] I spoke with UP uh face to face about some weed abatement for

27:42

27 minutes, 42 seconds

the upcoming 3rd of July and the on-duty battalion chief who will be the IC during those um festivities is going to

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27 minutes, 50 seconds

be here Friday morning. So he'll take you up on the offer to meet with UP's PIO.

27:56

27 minutes, 56 seconds

Um some mention mention on social media about aircraft. We've done two different training sessions, one today and one

28:05

28 minutes, 5 seconds

earlier in the week with some of our newer pilots, some of our contract aircraft. So, uh, today and a few days ago, we had one of our air attack

28:12

28 minutes, 12 seconds

planes, one of our air tankers, and one of our helicopters. Today was the Shinnok out of Truckee. Um, they were training with myself and one of my

28:20

28 minutes, 20 seconds

captains on how to aggressively fight the fires in our canyons uh, and make sure that our communications are going well. So, nothing to be alarmed with

28:28

28 minutes, 28 seconds

today or earlier in the week uh, with the aircraft overhead. We're just doing what we need to do uh to keep our fires small in the future.

28:36

28 minutes, 36 seconds

Um and then regarding the fly flyover request, I've pushed forward after our meeting this morning um the request on

28:45

28 minutes, 45 seconds

our side. So I'll hand that off to Chief Burgard who will be the IC. So he'll coordinate that moving forward.

28:52

28 minutes, 52 seconds

Uh and that completes um where we are up to this point with Placer County.

28:57

28 minutes, 57 seconds

Mayor McCully Okay. Do we have any questions from the council? Anything from the public? Go ahead, sir.

29:19

29 minutes, 19 seconds

Chief White um in the same manner that we have in the past. Our defensible space inspectors come out and we'll do inspections. Um and our goal is is

29:29

29 minutes, 29 seconds

assistance um through our professional understanding of the law and and how we can help you to understand exactly what you need to do to harden your home and

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29 minutes, 38 seconds

to defend your home. Our goal is not to do enforcement, but uh we'd like we'd like to just to get the work done. So,

29:46

29 minutes, 46 seconds

our defensive space inspectors will be out in the area. They hopefully can meet with the homeowners face to face. Um we

29:53

29 minutes, 53 seconds

have our checklists and paperwork that'll show you what is lacking or what's looking good on the property.

30:02

30 minutes, 2 seconds

Chief White We have No, we have multiple folks plus our engine companies. So, we have a whole defensible space inspection team based out of Auburn who canvas the

30:11

30 minutes, 11 seconds

three county area that we cover as well as our engine companies um do the same inspections and they um get out and get active throughout the communities.

30:29

30 minutes, 29 seconds

Chief White There's no 800 number. Uh you can go to fire.ca.gov um for the information on that and you can talk to me offline afterwards and I can get you information you need.

30:41

30 minutes, 41 seconds

Okay. Thank you. All right. **Mayor McCully** Thank you.

30:43

30 minutes, 43 seconds

Mayor McCully Okay. Um Caltrans was not able to make it. So, do we have any nonprofits that want to make a report this evening?

30:51

30 minutes, 51 seconds

Okay.

30:53

30 minutes, 53 seconds

Um can we go ahead and do the forklift now since Catrina's back? Okay. So, we're going to go ahead and bring item 2 C back, and that's the forklift for the

31:01

31 minutes, 1 second

wastewater treatment [clears throat] plant since Katrina's got some numbers for us.

31:09

31 minutes, 9 seconds

Catrina Olson I ended up talking to Matt for a few minutes. And um so what we've spent with the vendors that we use when we have

31:16

31 minutes, 16 seconds

issues with the pumps, which is what a good majority of the forklift is for, is about \$40,000. though um over the last

31:25

31 minutes, 25 seconds

three years. So, we use two specific vendors that come out and help with the pumps. Um, and then he said he wanted to

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31 minutes, 33 seconds

be sure that I um let you know as best as I can that there

31:42

31 minutes, 42 seconds

was a SAF project that um a while back and I guess they were supposed to get a forklift with it and they ran out of

31:50

31 minutes, 50 seconds

money so they didn't get a forklift removal project.

31:54

31 minutes, 54 seconds

That was **Ron Walker, City Manager** you'd have to have a forklift to feed the chemicals into it.

31:57

31 minutes, 57 seconds

Catrina Olson Yeah. So, and they can't b with with what they have, they can't move anything over 200 lb. So, they basically are um

32:06

32 minutes, 6 seconds

using vendors to come out and help them do what they need to get done. So, that's basically what he said. And then he just texted me. So, let me make sure

32:15

32 minutes, 15 seconds

I Oh, jeez.

32:24

32 minutes, 24 seconds

Uh let's see.

32:28

32 minutes, 28 seconds

He said, "Please let them know that we do not have the ability to load polymer into the SAF process that was just installed at the plant for algae

32:37

32 minutes, 37 seconds

removal. They pulled the forklift from the project due to the insufficient funds for the project. We would have to hire a company to load and change

32:44

32 minutes, 44 seconds

Poly barrels. We do not have the ability to move pumps or pull pumps at the plant over 150 lbs due to safety issues.

32:52

32 minutes, 52 seconds

Here's the reason behind the purchase. So, that's what I was able to get.

32:56

32 minutes, 56 seconds

Mayor McCully Thank you, Katrina. Um, we'll go ahead and take public comment. I know Harry, you had something on this.

33:03

33 minutes, 3 seconds

Go ahead.

33:14

33 minutes, 14 seconds

Harry Anderson On the forklift issue, I did some homework before I came. That's part of why I was a little late.

33:21

33 minutes, 21 seconds

Um, I called a uh company in Sacramento for assistance and I asked him a couple questions. One, is

33:29

33 minutes, 29 seconds

there a u is there a justification for \$43,000 for a 7,000lb

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33 minutes, 37 seconds

lift forklift? And they said no. Because of the economy, there are so many there.

33:43

33 minutes, 43 seconds

They're flooded with forklifts right now on the market. and we could actually get

33:49

33 minutes, 49 seconds

a 8,000lb lift for 3 thou for uh 33,000

33:55

33 minutes, 55 seconds

rather than 43,000. And I asked them also about um they're in Sacramento. Uh Pepe, they're they've been around a long time. Uh they have extended warranties.

34:08

34 minutes, 8 seconds

They have parts on hand right down there. Uh they come on site and will repair. Um, and uh,

34:17

34 minutes, 17 seconds

the lady that I spoke to has been a salesperson with them for 21 years. And she said, "There's absolutely positively

34:24

34 minutes, 24 seconds

no reason for you to buy uh, in that situation for that amount of money." Plus, the fact that was really strange when I did a little homework on what the um, staff wrote about this outfit.

34:36

34 minutes, 36 seconds

There's a middleman.

34:38

34 minutes, 38 seconds

It's not Bobcat. And by the way, Bobcat is made in South Korea. It's not American anymore.

34:44

34 minutes, 44 seconds

Um the uh the Bobcat company goes through a government agency seller kind

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34 minutes, 50 seconds

of guy that's in Minnesota of all places and with all the graft and corruption going on. That'd be the last place on earth I'd want to buy anything from a

34:59

34 minutes, 59 seconds

government agency. But anyway, that is that there's a commission involved in there somewhere. So, by eliminating that and plus with all the inventory that's

35:08

35 minutes, 8 seconds

available on the West Coast, you can have a forklift pretty quick and save a lot of money and I'd be happy to turn over the information to you folks.

35:19

35 minutes, 19 seconds

Mayor McCully Thank you, Harry. That yes, **Ron Walker, City Manager** Matt's going to try to zoom in on the website.

35:25

35 minutes, 25 seconds

Mayor McCully Okay, that would be great. If Matt comes in, we'll go right to him. Um, do we have any other public comments or questions on this item?

35:33

35 minutes, 33 seconds

No.

35:34

35 minutes, 34 seconds

Okay. that I will bring it to the council for questions or comments while we wait for Matt who's trying to get on the Zoom with us.

35:44

35 minutes, 44 seconds

Got nothing. I know you were doing a little bit of research there real quick, Trinity.

35:49

35 minutes, 49 seconds

So, we can table this again till he can get back on if you want.

35:55

35 minutes, 55 seconds

Council Member Burruss I mean, I'm not It's fine as long as we get to it before the end of the meeting.

36:00

36 minutes

Mayor McCully All right, then. And yeah, we we'll hold it and as soon as Matt pops on, let us know and we can backtrack.

36:05

36 minutes, 5 seconds

So, all right. Well, we're just going to play, you know, jumping around today.

36:09

36 minutes, 9 seconds

Mayor Pro Tem Hillberg It seems like we could do a little more homework on shopping. Maybe not.

36:13

36 minutes, 13 seconds

Mayor McCully I think we'll wait and could see what Matt has to say because I know he did a lot of the digging on that. So, we'll wait till he's able to join us because he'll be able to speak knowledgeably

36:21

36 minutes, 21 seconds

about that. All right. So, let us move on. Actually, we'll go right into public comment. That's where we are next. So, public comment. Every member of the

36:29

36 minutes, 29 seconds

public has the opportunity to address the city council for comments. Uh you may speak on the council on any item that is not on this agenda. We cannot

36:36

36 minutes, 36 seconds

act on items not included in the agenda, but we can refer them to staff if needs be. If you'd like to make public comment, please come to the podium,

36:44

36 minutes, 44 seconds

speak your name clearly, and if you'd like to state your address, do so and make your comments brief. You have five minutes, so there's any other public comments.

36:53

36 minutes, 53 seconds

So quiet.

36:56

36 minutes, 56 seconds

Tom's getting his steps in today. I love it.

37:06

37 minutes, 6 seconds

Tom Parnham Tom Parnum again. Always a pleasure to address the council. Um, and don't worry, I'm not going to mention anything

37:14

37 minutes, 14 seconds

about the tree or the hotel.

37:20

37 minutes, 20 seconds

Uh, I do want to bring up the um possibility raising a stipends for city council members. I know it's not a very popular

37:29

37 minutes, 29 seconds

um item. I be very uncomfortable for you guys to do that, but I think it's necessary and you need to work on that.

37:38

37 minutes, 38 seconds

Uh that would be a good way to bring other people, younger people into the council. Like I said before, um none of

37:45

37 minutes, 45 seconds

you are doing this for the money, but it shouldn't cost you money to be on the council.

37:51

37 minutes, 51 seconds

Uh let's see. Haven't heard anything about Fourth of July yet, but I imagine I will before this meeting's out. And on

38:01

38 minutes, 1 second

a personal note, um 1980 my sister moved here and I came out to visit her. She moved to Weimar and I came out from uh

38:09

38 minutes, 9 seconds

Texas and I'm still here. um she was uh uh vice president of the chamber and she

38:16

38 minutes, 16 seconds

put on the 4th of July uh a couple of years in the '9s and she passed away last week and I just wanted to uh say

38:25

38 minutes, 25 seconds

this at this forum because I know it's going out to um people in the in the community watching it online. So my

38:32

38 minutes, 32 seconds

sister Nancy Gar passed away last a week ago today on the 17th of June.

38:40

38 minutes, 40 seconds

And what else? That's all I got. Thank you.

38:50

38 minutes, 50 seconds

Mayor McCully We have any other public comment. Okay. All right.

39:02

39 minutes, 2 seconds

Council Member Lomen I've been on vacation. It was great. No excuse. Nothing to report. Had a good vacation.

39:12

39 minutes, 12 seconds

Awesome, Kim.

39:15

39 minutes, 15 seconds

Council Member Douglass Okay. On the 11th, I attended the uh town hall meeting here

39:23

39 minutes, 23 seconds

and nothing noteworthy to comment on there. Al

39:31

39 minutes, 31 seconds

although we would like to get more attendance. we had a low turnout and

39:37

39 minutes, 37 seconds

um maybe we can reduce people's sewer bill or something to get them to attend these town meetings. [laughter] I don't know.

39:46

39 minutes, 46 seconds

Mayor McCully We'll do a raffle.

39:48

39 minutes, 48 seconds

Council Member Douglass Anyhow, please attend the next town meeting because it is your town people watching. Okay. Then on the

39:55

39 minutes, 55 seconds

[clears throat]

39:56

39 minutes, 56 seconds

Oh, and that same day I drove to um Auburn and attended the air pollution control board meeting. Uh their revenues

40:05

40 minutes, 5 seconds

are down 42% but their expenses are down 42%. So their balance budget, which is

40:13

40 minutes, 13 seconds

good. We spent about 40 minutes talking about if a data center is created in our general area, what would be the mix of

40:22

40 minutes, 22 seconds

tier 1, tier 2, and tier three auxiliary input sources? And after 40 minutes of

40:29

40 minutes, 29 seconds

discussing that, we decided to postpone that until we actually get a data center. So, uh [clears throat] that's a

40:36

40 minutes, 36 seconds

nice way of saying uh much to do about nothing. Okay. Then on the

40:47

40 minutes, 47 seconds

18th I attended the uh Placer economic development um board

40:56

40 minutes, 56 seconds

and that's um also in Auburn and there's some good news that came out of that. Um and if anybody wants I

41:05

41 minutes, 5 seconds

brought extras down here if anybody wants a lot of lead shirts. California Lee

41:12

41 minutes, 12 seconds

Um, our area leads California in employment growth by a nice percentage.

41:20

41 minutes, 20 seconds

Also, our area leads California in population

41:26

41 minutes, 26 seconds

growth. California lost 0.7% but uh we gained 2.7%.

41:35

41 minutes, 35 seconds

So there was a lot of uh good news coming out of the economic development report.

41:41

41 minutes, 41 seconds

Um well there was a lot of discussion about the sales tax. A lot of the cities are increasing their sales tax and that

41:49

41 minutes, 49 seconds

just by coincidence happens to be on our budget tonight or on our agenda. Small world and they're all voting in favor of

41:57

41 minutes, 57 seconds

increasing the uh sales tax. The uh the main speaker was uh Anna Campbell of GCE

42:07

42 minutes, 7 seconds

and GSEC is a Greater Sacramento economic uh committee. It's the the uh the big

42:16

42 minutes, 16 seconds

brother or big sister of the economic development board. And they gave a lot of very interesting statistics about all

42:24

42 minutes, 24 seconds

the big companies are coming here like Bosch and all the money they're bringing into the area and this general area from

42:32

42 minutes, 32 seconds

Roseville up to here, you know, looks very healthy and promising.

42:38

42 minutes, 38 seconds

And then Saturday I went to the uh street fair music and that was one of the the better

42:47

42 minutes, 47 seconds

ones that I've seen in decades and we got a lot of new people. Uh in fact 90% of the people I I didn't even know. So

42:55

42 minutes, 55 seconds

that's good. It means we're bringing outside people here. And I think that's it. Thank you.

43:04

43 minutes, 4 seconds

Mayor McCully Larry and are you guys okay if we hold on so Matt because Matt Matt can join us and we'll go back to the forklift. I know we're being very choppy today. **Mayor Pro Tem Hillberg** That's fine with me.

43:11

43 minutes, 11 seconds

Mayor McCully Okay. All right. Matt, it's all about you. Let's hear about the forklift. Hi guys. Can you hear me? Okay.

43:20

43 minutes, 20 seconds

Can you hear me? **Gabrielle Christakes** Are you there, Matt? **Matt Anderson** Yeah. Can you hear me?

43:28

43 minutes, 28 seconds

Hold on. All right. Can you hear me?

43:38

43 minutes, 38 seconds

Gabrielle Christakes No, he's he's unmuted.

43:40

43 minutes, 40 seconds

Are you there, Matt? Go ahead and address the council.

43:44

43 minutes, 44 seconds

Um, hold on. Hold on.

43:56

43 minutes, 56 seconds

Council Member Lomen We still can't hear you, Matt.

44:04

44 minutes, 4 seconds

Gabrielle Christakes talking. He says I'm talking. He doesn't know what's going on.

44:30

44 minutes, 30 seconds

Gabrielle Christakes If it will abide the council, he can text fast. [laughter]

44:52

44 minutes, 52 seconds

Yeah, he's showing up there. He's not muted.

45:18

45 minutes, 18 seconds

Council Member Burruss Can you do us a favor and just talk? I can hear what you talk about. Just talk so

45:25

45 minutes, 25 seconds

you can tell.

45:32

45 minutes, 32 seconds

Um, **Gabrielle Christakes** either that or I can text I can tell you what he's texting.

45:46

45 minutes, 46 seconds

Mayor Pro Tem Hillberg I just heard that others listening online can hear him. If that's a that's a hint.

45:54

45 minutes, 54 seconds

Matt Anderson So, you may have me muted on your side.

45:59

45 minutes, 59 seconds

Conor Harkins I was just trying to see how this one speakers are set up.

46:06

46 minutes, 6 seconds

I'll try unmuting now, but I think we usually leave it muted.

46:13

46 minutes, 13 seconds

Matt Anderson Hello. Hello. Hello.

46:20

46 minutes, 20 seconds

Matt Anderson If anybody outside of the room can hear me, will you raise your hand and let them know that you can hear me?

46:32

46 minutes, 32 seconds

Anderson, no video. **Matt Anderson** Can you hear me?

47:06

47 minutes, 6 seconds

Good morning.

47:39

47 minutes, 39 seconds
our legs at the They might

47:58

47 minutes, 58 seconds
see. **Matt Anderson** You guys hear me?

48:10

48 minutes, 10 seconds
Matt Anderson You can turn yours on. **Mayor McCully** Yeah, we can hear you, Matt.

48:15

48 minutes, 15 seconds
Matt Anderson Okay. Um, so a couple things. The main reason um for our forklift at the plan

48:21

48 minutes, 21 seconds
is currently we have no ability to load any polymer into the new FAS system. So

48:29

48 minutes, 29 seconds
we have we can't even use the new process that we have because we have no ability to get the polymer into the system. The polymer comes in 55 g gallon

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48 minutes, 38 seconds
barrels that weigh over 500 lb.

48:43

48 minutes, 43 seconds
So with the use of a forklift, we would have the ability if if and when we need to use the system. Number two is we have

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48 minutes, 50 seconds
no ability to lift or move anything over 150 lbs at the plant. Currently we have

48:58

48 minutes, 58 seconds
four wet wells at the system. If we have to pull any of those pumps, we have to contract outside of the city with

49:06

49 minutes, 6 seconds
currently I'm using two different companies to come [clears throat] out with a crane and pull the pump. We've already done that several times this

49:14

49 minutes, 14 seconds
year and last year, which costs the district about \$1,500 every time we do it. And currently, we're about \$4,500

49:22

49 minutes, 22 seconds
every time we've done that. And we've had them done probably five or six times in the last probably year. So, with the

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49 minutes, 30 seconds

use of a forklift, we would actually be able to hook up a crane system and pull the pump out because we have no way of pulling the pump.

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49 minutes, 40 seconds

Council Member Burruss So, Matt, that all makes sense to me.

49:43

49 minutes, 43 seconds

Um, I think the main question that was remaining in the room was regarding our um sourcing and I know that you did get

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49 minutes, 51 seconds

some bids um and ultimately recommended Source-Well, could you speak a little bit to um the range of prices that you

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50 minutes

came across in your research and what your research was?

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50 minutes, 5 seconds

Matt Anderson Oh, Ron, can you translate that because it was like in a fishbowl?

50:10

50 minutes, 10 seconds

Ron Walker, City Manager So, how did you land on a unit you picked? What other places did you pick?

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50 minutes, 14 seconds

And why did you use source? Well, that close enough.

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50 minutes, 18 seconds

Matt Anderson Work well. We get the best deal. Um there's no negotiating. That's the lowest price that they will go. Bobcat is one of the number one brands

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50 minutes, 26 seconds

um that we need. And as for weight, currently um if we were to get a toe to polymer, which is 250 gallons, it's about 4,500 to 5,000 lb.

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50 minutes, 38 seconds

The other forklifts that I've looked at, Huscoarna, like um high like there's there's probably six

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50 minutes, 44 seconds

out there. Bobcat out maneuvered and outdid every single one of those companies. They're a well-known company.

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50 minutes, 51 seconds

their their equipment lasts for decades.

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50 minutes, 54 seconds

Um, they have a service plan. They have warranties. So, I wanted to go with a trusted company that would work and that would last the city for at least 20 plus years.

51:06

51 minutes, 6 seconds

Council Member Burruss Okay, great. I mean, the math is all math thing for me. Um, can you just give a range on what the bids were coming in at?

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51 minutes, 15 seconds

Ron Walker, City Manager Can you give a range on what other prices you found?

51:22

51 minutes, 22 seconds

Matt Anderson over \$70,000 um for the seven 7,000 lbs loading rate that I needed with the off-road

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51 minutes, 30 seconds

capability because we do have to go down to pond three which is down a road in gravel up hills everything and the Bobcat outmaneuvered

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51 minutes, 39 seconds

them up and down hills with a 7,000lb rating. **Council Member Burruss** Awesome. Thanks Matt.

51:48

51 minutes, 48 seconds

Mayor McCully Okay. Does [clears throat] anybody on the council have any other questions for Matt?

51:54

51 minutes, 54 seconds

No. **Mayor McCully** Okay. Are we ready to bring it back for a motion then?

51:58

51 minutes, 58 seconds

Council Member Burruss Yeah, I'm ready. Um I would just say that I mean the price is well covered within the depreciation window. Um makes

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52 minutes, 7 seconds

sense regarding the use case as well as the you know alleviation of alternately spent cost. Um, overall the math says

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52 minutes, 16 seconds

net gain for us, especially if we make the investment now so that we're not continuing to see cost escalation. And to his point, it is a well-established

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52 minutes, 25 seconds

brand that will last decades. So, yeah, I'm all in. **Mayor McCully** So, that's a motion to approve item two.

52:34

52 minutes, 34 seconds

What was it? Two. 2C. Thank you.

52:37

52 minutes, 37 seconds

Council Member Burruss Yeah, I'll go ahead and put that forward as a motion. **Mayor McCully**

Okay. Do we have a second? **Council Member Lomen** Second. **Mayor McCully** All in favor?

52:44

52 minutes, 44 seconds

||| **Mayor McCully** All right, motion passes. **Ron Walker, City Manager** Motion pass. Thanks, Matt. **Mayor McCully** Thank you, Matt.

52:53

52 minutes, 53 seconds

Mayor McCully All right, so we're going to go back to Sorry, sorry, reports. There it is. What have you been up to?

53:02

53 minutes, 2 seconds

Mayor Pro Tem Hillberg Uh, I also went to the downtown concert and watched several hundred people, adults, kids, dogs, all kinds of people

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53 minutes, 12 seconds

enjoying themselves and uh clearly benefited downtown's businesses in in particular. I think the ice cream store

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53 minutes, 20 seconds

and the bistro and I saw people up and down the street spending money locally, which is the goal of that organization.

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53 minutes, 28 seconds

So I it was a success and there are more coming. And secondly, uh I went to the

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53 minutes, 35 seconds

Sierra Vista Center board meeting and a year ago and I won't go into the reasons but

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uh that organization's board was running into insufficient funds and there was a total changeover in the

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53 minutes, 53 seconds

board of directors and the new board of directors now has uh \$46,000.

54:00

54 minutes

So, they've gained \$46,000 from that time. I think that's very promising. And they've done a lot of maintenance.

54:08

54 minutes, 8 seconds

Um, we know about the gym floor, but one at a time, they are fixing windows and painting windows and making really good progress on the building itself.

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54 minutes, 19 seconds

And so, I think they're a viable and successful organization. And they are doing better as time goes on.

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54 minutes, 28 seconds

And that well another thing I could mention is uh they're approaching \$500,000 now in the B and Keiny fund and so they're doing well.

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54 minutes, 43 seconds

Council Member Burruss I don't have that much to report out on just because I've been so tied up um with my employment outside of council.

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54 minutes, 52 seconds

But on that note, I did want to acknowledge the fact that I am not planning to run for reelection this year

55:00

55 minutes

because the demands have become so excessive. Um, wanted to make sure that folks are aware of that as we're coming

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55 minutes, 8 seconds

into that period of time where they need to submit their nomination paperwork and get ready if people plan to run for

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55 minutes, 16 seconds

office. And I want to encourage people to do so. And with that in mind, you know, I'm going to back up what Tom said. I mean, I think people know I've

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55 minutes, 24 seconds

been very resistant over the years to the idea of increasing the council stipend, but I think the last few elections um have

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really shown how shallow the candidate pool is right now. and a lot of people who I have spoken to that I've tried to

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55 minutes, 41 seconds

encourage to consider running because you know they have great potential to really help the city and they have the

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55 minutes, 49 seconds

skills. The problem generally comes down to balancing that demand and time commitment and everything that goes with

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55 minutes, 57 seconds

it. So, um I would just say I think the council really needs to consider it and consider it swiftly because it is something that would have to go on the

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56 minutes, 5 seconds

ballot before it could happen. It does have to be approved by the voters. So, I I just hope that that's something we

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56 minutes, 14 seconds

can bring up here in a timely fashion to make sure that we're not leaving potentially amazing candidates that

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56 minutes, 21 seconds

could really serve this city and all of us as constituents as much as we are council members going forward because none of us are going to be on council forever.

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56 minutes, 30 seconds

And we really do need to get more people to step up and be part of this because

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56 minutes, 38 seconds

the city is just a representation of all of us. That's all I got.

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56 minutes, 48 seconds

Mayor McCully If it has to go on the ballot, I'm assuming is it too late to put it on to November's because they needed it?

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56 minutes, 53 seconds

Ron Walker, City Manager We'll check it on that. We'll bring back.

56:55

56 minutes, 55 seconds

Mayor McCully Okay. I just know you were talking about a July 1 deadline for that. So, I didn't know if it was the same deadline to add something else to it. So, **Conor Harkins** I'll I'll follow up on that.

57:03

57 minutes, 3 seconds

Mayor McCully Okay. Noted. I'll follow up on it.

57:06

57 minutes, 6 seconds

Thank you. Uh, last couple weeks, uh, I got to go to PCWA's Hellhole event that they do. It's a gorgeous reservoir. I'd

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57 minutes, 15 seconds

never been out there. And it was interesting to put a bunch of people in the room. The whole conversation was 75 years ago some people sat around and made the decision to build this

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57 minutes, 23 seconds

reservoir that has made Placer County the top county in the state when it comes to our preparedness, our water, how beautiful it is, how much people

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57 minutes, 30 seconds

come and recreate. So, what decisions are we going to make now that's going to make a huge difference 75 years down the line? So, it's an interesting

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57 minutes, 37 seconds

conversation. Um, we had a meeting for Moving the Caboose, uh, which is getting closer and closer. I know that some of

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57 minutes, 44 seconds

that team met with Carl and Joe to get the final list of what reports they need to make that move happen. So hopefully that will be moving very quickly and SACOG went to Placerville this week.

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57 minutes, 53 seconds

So we hung out in Plasterville and checked out some of the growth they've had around there and that was about it. So all right, city manager. **Ron Walker, City Manager** All right.

58:04

58 minutes, 4 seconds

Ron Walker, City Manager Uh continuing to work with the maintenance department in preparation for the Fourth of July event. If you look in the depot area, there's freshly painted benches, walkways, and they're

58:12

58 minutes, 12 seconds

currently putting fresh bark around the grass area. So, uh, they'll be painting the curves and the crosswalks over there as well. Um, recent landfill testing

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58 minutes, 22 seconds

shows that we're in compliance with our methane. Um, I attended a Shady Glenn sewer project kickoff meeting, so that's starting up.

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58 minutes, 31 seconds

I attended the community development block grant funded pavement project job walk this morning to walk around with Steve Simpson and look at all the different roads we're going to pave.

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58 minutes, 40 seconds

He's planning on starting after the 4th July weekend. He's estimating about three weeks for completion.

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58 minutes, 46 seconds

Um other exciting news, I got a email from the prop Prop 64 grant staff saying that they've requested that their board

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58 minutes, 54 seconds

uh approves our grant. So that'll go out for approval to the board of state and community corrections tomorrow at their

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59 minutes, 2 seconds

um monthly meeting. So we should find out um Thursday or Friday whether we get that grant, but it has been recommended that the city gets the grant. So that's

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59 minutes, 11 seconds
exciting news. Um [clears throat] and that's about all I have. Thanks.

59:19

59 minutes, 19 seconds

Mayor McCully Awesome. Thank you very much. All right.

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59 minutes, 22 seconds

Mayor McCully Right. So, the first item on council business this evening is our agreement with Plaster County Sheriff's Office renewal agreement. Lieutenant Stacy Renegar from the Plaster County

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59 minutes, 29 seconds

Sheriff's Office is here to present this item and answer all of our questions.

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59 minutes, 49 seconds

All right.

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59 minutes, 51 seconds

Mayor McCully Yeah, as long as you got bright green, we're good to go.

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59 minutes, 54 seconds

Lieutenant Renegar All right, so in case everyone didn't hear me online, Stacy Renegar, I'm a lieutenant here with the sheriff's office. Um, so city manager asked me to

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1 hour, 2 seconds

come to answer any questions in regards to the upcoming contract with the sheriff's office for law enforcement services. This will be another

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1 hour, 10 seconds

three-year renewal to allow you to predict future costs. So, um, he didn't ask me to present the contract. So, that

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1 hour, 18 seconds

was kind of, um, a change in what it was had been asked. So, so if there's specific questions, I definitely happy to get into what the costs are based on.

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1 hour, 27 seconds

Um, the contract is an increase of 5.5 year over-year, which is similar to the last contract that we had, which is also

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1 hour, 35 seconds

a three-year contract. The contract language also very similar to the previous contract. Um, so if there are

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1 hour, 43 seconds

some specific questions, I'm definitely happy to answer those tonight.

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1 hour, 46 seconds

Ron Walker, City Manager Can you touch on the main uh parts why that the contract you're asking for more than the CPI? You had you had a list in there.

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1 hour, 54 seconds

Lieutenant Renegar Yeah, absolutely. Thank you.

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1 hour, 55 seconds

So, the cost is based on a variety of factors. Um, one factor is our personnel cost increases. So the deputy sheriff's

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1 hour, 1 minute, 5 seconds

general wage increase from the past 3 years was 4% 4% and 3% consecutively.

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Our communication costs have increased um pretty dramatically due to the county IT charges. Uh mobile phones have been

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1 hour, 1 minute, 20 seconds

issued to all the deputies which allow them to have follow-up with constituents when they're working on calls that were that necessitate those follow-ups. And

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then our in car radio expenses which have continued to increase as well. um communication costs. Each one has an

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1 hour, 1 minute, 36 seconds

associated monthly cost. Um just as as you guys are familiar with your cell phones and things of that nature, our radios um each individual radio has a

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1 hour, 1 minute, 44 seconds

monthly cost. Each individual phone has a monthly cost and all of those continue to compound. However, they are um improving our ability to communicate.

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So, our new radios have not only our prior communication options, but they can switch over on their own to get a

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1 hour, 2 minutes, 1 second

Wi-Fi signal, which is definitely increased our officer safety and ability to communicate in challenging locations.

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Uh, another cost factor is just the general cost related to dispatch, evidence, records, our sheriff's, IT,

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1 hour, 2 minutes, 17 seconds

fiscal, HR, all of those costs are continuing to increase as everyone's wages increase.

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1 hour, 2 minutes, 24 seconds

um training costs for our deputies. So, we pride ourselves in our training our deputies beyond the minimum standards of

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1 hour, 2 minutes, 31 seconds

the state. And to do that, we need to bring in professionals to provide that training. And those training costs continue to increase as well. And

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1 hour, 2 minutes, 39 seconds

vehicle expenses, as all of you are probably aware, unless you're able to do your maintenance on your own vehicles,

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uh costs for parts and maintenance have increased dramatically over the past couple of years. And then fuel costs

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1 hour, 2 minutes, 53 seconds

continue to be an increase as well. So those are kind of this the summary of what compounds that 5.5%.

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1 hour, 3 minutes, 3 seconds

Mayor McCully Okay. Thank you. Um we'll go to the public first if they have any questions or comments in regards to this item.

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1 hour, 3 minutes, 11 seconds

Go ahead Harry. **Harry Anderson** Hi. How many know?

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1 hour, 3 minutes, 19 seconds

Lieutenant Renegar So the um contract provides a half of so what we call an FTE a full-time

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1 hour, 3 minutes, 26 seconds

equivalent. Um so the sergeant is a half uh deputy sheriff is 2.25 25 and the

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detectives are 0.1 there a charge on the personal full time

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1 hour, 3 minutes, 42 seconds

detective 0.1% of a detective is what the what the contract covers but I'm actually glad you brought up the the topic of

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personnel. So when you contract with the sheriff's office you get the entire sheriff's office. So if there's a call

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1 hour, 3 minutes, 57 seconds

that necessitates a hostage negotiator, we bring on our hostage negotiation team. If it requires a SWAT type call out, we bring on our entire special

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1 hour, 4 minutes, 6 seconds

enforcement team. If there's happens to be a crime that necess like let's say a homicide, that brings our whole homicide team. So we're not charging

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1 hour, 4 minutes, 14 seconds

for each individual who comes out to handle the call for service. That's just what the contract is based on that percentage of that personnel. So when

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1 hour, 4 minutes, 23 seconds

when you contract with the sheriff's office, you know, our entire organization is over 600 employees. So depending on what is needed, then we are

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able to bring that entire complement that the sheriff's office has to offer you. If versus if you are a small agency

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that only has certain number of personnel, that's the maximum number of personnel that you can bring to a critical incident. So

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1 hour, 4 minutes, 48 seconds

So for example, our third of July event, right? We bring out our mobile command vehicle. We bring out our um complement of probation officers. We bring out bike

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1 hour, 4 minutes, 57 seconds

teams when we've used them. We bring out a whole complement. And that's not something that we charge for each person who comes out to those special events. So there is a much bigger picture to it.

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1 hour, 5 minutes, 5 seconds

So I'm glad you brought that out. Our missing person um our search and rescue team, detectives, additional patrol

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1 hour, 5 minutes, 12 seconds

deputies all worked um tirelessly to try to find that individual. **Harry Anderson That's** how much

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1 hour, 5 minutes, 19 seconds

years to have a specific charge for detective charge for that. It seems kind of outrageous, but the way you expl the

1:05:28

1 hour, 5 minutes, 28 seconds

way they've now put it as a complete program that makes much more sense. Yeah. **Mayor McCully** Any other questions?

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1 hour, 5 minutes, 35 seconds

Any other questions from the public? All right. Uh questions, comments from the council.

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1 hour, 5 minutes, 41 seconds

So, I we got to meet um with Lieutenant Renegar the beginning of this month and we kind of went through all of it and all the extra services that we are able

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1 hour, 5 minutes, 48 seconds

to get using with them and I'm quite pleased and comfortable. They've been very responsive anytime we've had any concerns lately. They've come up quite a bit in the last couple months and

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1 hour, 5 minutes, 57 seconds

addressed issues we were having. So, their service is far above what we're paying for. Great.

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1 hour, 6 minutes, 5 seconds

Larry, did you have a question? **Mayor Pro Tem Hillberg** I do. Oops. Let me get my mic on.

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1 hour, 6 minutes, 10 seconds

Is there anything in particular that's new this time that we weren't paying for before? And I realized it probably has

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1 hour, 6 minutes, 18 seconds

to that what I would call a I I know inside the corporation I work for it was called a burden rate and that burden

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1 hour, 6 minutes, 27 seconds

rate included everything. So, I'm assuming that uh part of that covers for probation officers and prison and

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1 hour, 6 minutes, 34 seconds

prisons actually and uh search and rescue is is does that rate include all those things?

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1 hour, 6 minutes, 44 seconds

Lieutenant Renegar Well, it it always did. So, I wouldn't want to say that that's a new service that we're that we offer as Okay, **Mayor Pro Tem Hillberg** now this was a second question

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1 hour, 6 minutes, 51 seconds

that was okay. I get that. And then I've always had another question.

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1 hour, 6 minutes, 57 seconds

Um, how would you characterize the policing I would get if I lived across the street from the city limits and

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1 hour, 7 minutes, 4 seconds

didn't live in the city? How would how would my policing compare to those that live inside the city?

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1 hour, 7 minutes, 10 seconds

Lieutenant Renegar It depends on if you're in incorporated plaster county or **Mayor Pro Tem Hillberg** incorporated plaster county.

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1 hour, 7 minutes, 15 seconds

Lieutenant Renegar So if you're in incorporated plaster county, meaning you live in a city like Rockland or Roseville or Lincoln, then they have their police departments that handle their calls for service. **Mayor Pro Tem Hillberg** Mhm.

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1 hour, 7 minutes, 24 seconds

[clears throat]

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1 hour, 7 minutes, 24 seconds

Lieutenant Renegar If you live in unincorporated Plaster County or one of our contract cities, then the sheriff's office is your service provider.

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1 hour, 7 minutes, 33 seconds

Mayor Pro Tem Hillberg So, do they get the same policing then that we do by living in the city or do we get something extra? Cuz I've always been

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1 hour, 7 minutes, 41 seconds

curious about that. Um, if they live across the street from the city limits, they're not paying any

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1 hour, 7 minutes, 49 seconds

paying any part of that million plus dollars that we're paying here.

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And I'm wondering how do they pay? How do they pay for policing? And then that

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1 hour, 8 minutes, 3 seconds

would lead to another question which would be are we that live in the city paying for policing twice?

And I realize

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1 hour, 8 minutes, 12 seconds

these are hard high level uh budgetary type questions, but how do we know we're not paying twice?

Am I paying it for

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1 hour, 8 minutes, 21 seconds

example in my property tax or and also just by living here?

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1 hour, 8 minutes, 28 seconds

Lieutenant Renegar So I can tell you if you wanted to stand up your own police department, which is what the cities, the larger cities in our county do, you would have to have

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1 hour, 8 minutes, 36 seconds

your own dispatchers. You'd have to have a full complement of employees. You'd have to have all of your supervisors, your entire chain of command. So you

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wouldn't be able to operate with less than three personnel. you would need to have small cities uh operate with no

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1 hour, 8 minutes, 52 seconds

less than 25 personnel. So you can only imagine if you multiplied these three by at least six or more that would only be

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1 hour, 9 minutes

for your personnel. That would not include any special enforcement, any specialized units, any dispatchers or

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the records, all the civilian staff, which we refer to in here as support staff, your records management, your evidence team, your IT department. None

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1 hour, 9 minutes, 14 seconds

of those would be included. So, you can only imagine how much you'd have to compound this cost to reach what you're requesting.

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1 hour, 9 minutes, 21 seconds

Mayor Pro Tem Hillberg Not don't think you really answered my question.

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1 hour, 9 minutes, 24 seconds

Council Member Lomen Got um so your your property taxes go to pay the county. County pays for a large portion

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1 hour, 9 minutes, 32 seconds

of the placer county sheriff's. We are paying in the city for what was listed on there. We also get all the additional services. So, everything the plaster

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1 hour, 9 minutes, 40 seconds

county sheriff's offers, we get and part of your property taxes go to support that. the c the county portion of your property tax as part of that goes to

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1 hour, 9 minutes, 48 seconds

support that. But we pay for specific coverage for the city and we also get the benefit of everything else

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that's not included in that list that's specifically itemized.

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Mayor Pro Tem Hillberg I didn't ask my question very well then cuz I do understand that. **Council Member Lomen** Okay.

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1 hour, 10 minutes, 2 seconds

Mayor Pro Tem Hillberg What I'm wondering if I have a neighbor across the street from me uh is the same portion of their property tax that goes to sheriff the same as mine?

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1 hour, 10 minutes, 16 seconds

Lieutenant Renegar I don't have the expertise to answer how property taxes are distributed at the county level. That's not something that I have specifically.

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Mayor Pro Tem Hillberg I just have always been curious if if we that live in the city are paying twice for something that people that live

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1 hour, 10 minutes, 30 seconds

outside the city only pay for once. I I don't know. I I don't expect you to be able to answer that question. Actually,

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you've got a a whole department to run, but there must be somebody at Placer County that does. And I would like to

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know the answer to that question cuz we're paying a lot of money for sheriff.

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And I can only assume we're getting reasonable value, but I want to know, are we paying twice?

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Mayor McCully Well, if I can comment, what we pay comes out of the sales tax revenue that the city generates. So then anybody

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who's in the city would be paying anything they purchase whether they live here or not. They're helping pay the sales tax revenue which comes back to us

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and the general fund which will help pay for this here which would mean anybody in the community that's spending any money whether they live here or not is going to be helping to pay for it. **Council**

Member Burruss So I

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was trying to pull it up real quick but I'm apparently not very good at Googling. Um I know that post proposition 13 the actual calculation

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for how much of the property tax goes to the actual general law cities. It did change a little bit. Um but

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[clears throat]

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it has not changed in a way that decreased the minimum threshold requirement that was set in 1988. And

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the minimum threshold requirement is at least 7% of collected property tax does go to the city to provide public

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services. So, with that being said, um, how much actually gets distributed

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1 hour, 12 minutes

from the county's allotment that they receive to the sheriff's department versus our allotment goes to the sheriff's department, I can't tell you for sure.

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Um, but I will say we do receive a chunk of those property taxes um, that is ours to do what we need to

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do with. And what comes with that is the requirement that within our jurisdiction we are responsible for providing minimum

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public services. And Sean can talk more to this you know because it falls into the LAFCO discussion and as a municipal

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jurisdiction we have minimum requirements for what we're we're expected to provide for services. So if

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we fail to provide those services and we do very poorly on a municipal service review um then we can lose I mean this

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is an extreme scenario but you can lose your uh incorporated status because you're failing to provide those services. So, we have the financial

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responsibility to make the most economical decision to make sure we are providing um the same

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level of service as the county. And in our situation, the only way to do that is through Foster Sheriff. Um I will say

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with the compounded wage increases that have come up over the last few years and what we're still expecting, the total

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17% um actually is a pretty conservative number. And I think that the sheriff's

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office is honestly being very fair with us in this contract.

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Mayor Pro Tem Hillberg Yeah, I believe that too. But at the same time, I don't think anybody in this room can answer the question I just asked. And that is, are we paying twice?

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Council Member Burruss No, we are not paying twice. I can confirm we are not paying twice.

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Mayor Pro Tem Hillberg I want I want I want the sheriff's department, Placer County to assure me of that, not somebody else that's behind

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the deis. **Council Member Burruss** And then when I started, one of the things that I did um was I went in and they actually sat me down with the finance team at the

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sheriff's office. Do you think maybe we could arrange that for Larry? I don't think he's had that same opportunity cuz they did a great explanation for me,

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walked me through like the line item by line item of how our contract worked.

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Lieutenant Renegar Yeah, we did that um just earlier this month with um the mayor and the city manager. So, they definitely have the

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information to share out if if that's needed. **Council Member Burruss** Um, yeah, they used to do it.

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Every time we had a new council member elected or appointed, they would have that new person come in and do it. And so, if Larry could have an opportunity to do that, I think it would really help.

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Lieutenant Renegar I'm sure they would be happy to do that.

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Mayor Pro Tem Hillberg I would welcome it. I would I would like that explanation because we're paying a million dollars for this

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service and it's the largest item on our budget and we're getting one and a half people for that.

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Um, that's an awful lot of money, but I'm not questioning that because I know it represents a whole lot of other things.

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1 hour, 15 minutes
I just am hoping that those that live in the city aren't paying for it

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within the city budget and also paying for it within their property taxes because I I do know that the county

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budget is over a billion dollars. I think it's I don't know 1.3 \$1.4 4 billion, something like that. And

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virtually half of it is for policing also.

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So I'm I'm not saying we're getting a bad deal, but I personally would like to understand it.

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Council Member Burruss And Larry, I think our if you want to also have a meeting with our finance team, they can probably talk to you about the grants we received that offset a good chunk of

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um the cost of this contract and that helps very significantly.

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Mayor Pro Tem Hillberg A different type question that I have. **Lieutenant Renegar** I would just like to correct that is that this contract does not cover 1.5 personnel. Um, just to make sure that

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1 hour, 15 minutes, 54 seconds
we're all hearing the same correct information.

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Council Member Lomen Yes, **Mayor McCully** Kim, you had something.

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Council Member Douglass Uh, yes. I never got to attend that meeting when I was mayor, but I can wait. My one suggestion is maybe that

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could be recorded because there's probably a lot of cities with a lot of mayors and you have to say the same thing. I wonder if that could be

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recorded and then only the mayor or mayor pro tem has access to it. That might save a lot of time. And anyhow, just an

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idea to video record it. And anyhow, that's all I had to say.

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Mayor Pro Tem Hillberg I know one day I was asking myself, and I'm not suggesting this, but if the city unincorporated

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like that, we're done as a city. That means that we know have no agreement with Placer County for policing.

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But we're still part of Placer County.

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So, how would that change how we're paying for uh your services?

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Council Member Burruss It gets a lot more expensive when you unincorporate as a city. You get reassessed as a special district and the uh LAFCO board determines what the

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special assessment is and you no longer have any independent control over what that looks like. So, everybody's property tax would go up astronomically.

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Mayor Pro Tem Hillberg I would like uh you know somebody from uh your accounting team or somebody that

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can speak to that at a high level cuz I don't want to know the detail. I'd just like to know the difference between living in the city and living outside

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the city and if that affects the level of policing and are the people that live in a city

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paying twice. I assume that the numbers work all that out, but I would like to be assured of that.

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Mayor McCully Thank you. Anybody else have any comments or do we have a motion to approve or not? **Council Member Burruss** I will move approval of the contract.

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Mayor McCully Okay. Thank you. Do we have a second? **Council Member Lomen** Second. **Mayor McCully** Okay. All in favor?

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I I **Mayor Pro Tem Hillberg** I vote no because I don't understand the answers to my question.

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Mayor McCully Okay. So, we have four eyes and one no. Okay. All right. Thank you, Lieutenant.

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Mayor McCully The motion passes.

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Council Member Burruss And I misspoke earlier. I had not realized that a new law had passed regarding uh council stipends.

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Apparently, it is now a matter of ordinance.

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I think we'd be crazy to go above that.

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Mayor McCully Just just a hair under page. Just a hair.

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Mayor McCully Just a hair. All right. So, we will go back to normal. All right. We're going to go to good of the order. Um we'll run

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through good of the order and once that's done um we'll have public comment and then we will close this meeting and then we have a special meeting afterwards that we will reopen under

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that one just so people don't get completely confused. So good to the order Sean.

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Council Member Lomen Uh tomorrow night's plaster share fire safe council meeting 6 o'clock at city hall. That's all I got

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Council Member Douglass for me. the um 3rd of July is coming up and I will be like everybody else celebrated with

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barbecue, beer, and fireworks. And then on the 4th, I'm going to Auburn where they're having a parade. And that's

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where I'll remember the words of one of my favorite presidents, Adams, a couple hundred years ago, where

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he said, "The principles of the Declaration of Independence will be a blessing to all those who follow them." Thank you.

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Mayor Pro Tem Hillberg Yeah, I have several several things that um I would like to see agenized.

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1 hour, 20 minutes, 4 seconds

And the first one is that we have people on [clears throat] some um very important assignments that they get stipends for.

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And I would like to see um uh in addition to the representation we're getting from those council people,

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I would like to see uh a report each time in writing, just a brief report that says this is how I represented Colfax

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to that group and this is what I learned from that group. We tend to just kind of skip through it, you know, during a meeting. I went to the SACOG meeting or

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I went to LAFCO and some of those are really important and I would like to know more about what goes on in those

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meetings from our representatives that go and not not just verbally. I would like

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just something brief in writing each time. So I would like to talk about that on the agenda someday.

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Um, I would also like to uh agendize

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something that I had heard was going to happen about a year ago when I went to Cindy Gustoson's u at that time

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whack Mack meeting and the sheriff's department at that time I wish they were still here uh mentioned that they would

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be installing cameras and I assumed from that that when that happened that that would come come in

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front of council that it was okay to put these cameras up and it did not.

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And I would like to know at what point and how we agreed that we were going to put those cameras up. And I don't know

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how many there are, but I know there are several. And just for those of you that don't know, these cameras are constantly

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1 hour, 22 minutes

on and they're recording things like car license plate for every car that goes by and type of car and whatever. And they

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have this really sophisticated software that they can use to look at it.

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And I just happen to think there might be a lot of people in this town aren't really crazy about that. So, I would

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like to see how and when we made the decision that it was okay for the sheriff to put them up in our city because there are

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1 hour, 22 minutes, 32 seconds

cities that have turned them down. They don't want them. So, I think that ought to be a council decision and not made

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however we made it in the last year cuz we have cameras now. So, that's the second thing.

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Um, the third thing is I would like to know and so would a lot

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of people in this town why we took that tree down.

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And I think the proper way to handle that also is to put it on the agenda.

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1 hour, 23 minutes, 4 seconds

I'd like to understand why we did that and what other options were considered and um and get a chance to discuss that

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1 hour, 23 minutes, 14 seconds

in front of the public rather than just say, "Well, it's done already." You know, we're going to pave it over. It's over and done with. Put it

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in the past. I'd like to know why we did that. I'd like to see that on the agenda. And then the last thing is uh

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when we discussed the budget, we removed an item from it, the uh um nonprofit versus events

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discussion that we came to no conclusion for.

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And we made a change in the budget during the last meeting. We discussed it and Sean made a motion and I seconded

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that we would approve the budget without that and would discuss that later. And

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I'm wondering when is later going to be because I feel strongly about that and it was only really discussed in a in a

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workshop at which no decisions are made and I would like to see that on the agenda.

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And that that's really all I have to say. Um I'm hoping to see them. Um if I don't, then I'm just going to ask the

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1 hour, 24 minutes, 28 seconds

same questions again and again. I believe that we owe it to the public to be transparent to about these things and

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not make decisions outside this room. And I would add that I'm not going to list them all now, but

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over the last year, a year and a half, we've made a number of decisions uh without them coming for before

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council, and I don't really have any intention to dig all of them up, but there are probably a couple of them that I'd like to know the answers for.

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And that's all. **Mayor McCully** Thank you, Trinity. **Council Member Burruss** I have nothing for good of the order.

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Mayor McCully Okay. Um Tom, I'm going to answer your question. We uh Caroline did Preston did do a presentation last meeting on the

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3rd of July and everything that was happening, but I can paraphrase it real quick for you. Um other than the fact that everything will be on social media.

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Uh your vendor spaces are completely full all the way up. You're going to have your two parades. You're going to have two flyovers by different

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organizations. You're going to have active military that is here as well.

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You have mini cows and baby goats that'll be here for the kids zone for entertainment. We have a juggler, a

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1 hour, 25 minutes, 47 seconds

magician, a hula hoop artist, and a giant bubble person as well that will be here for the kids to be able to enjoy.

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Uh local band Malarkey will be here as well. Uh Ambitions, our local dance team, is also performing that evening.

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1 hour, 26 minutes

And oh yes, we will have a ride-on train available for people as well. We have an awesome train that is coming up and

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whose little depot will be right in front of the hotel as well that they can do that.

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1 hour, 26 minutes, 14 seconds

And that's all I can remember off the top of my head at this point. Um, your fireworks are about 920ish. They should be shooting off. Oh, and we have

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provided uh an agreement with the elementary school and the high school for use of their parking lot. So for all of our out of town visitors, we will do

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everything we can to push the parking traffic that direction. And we have a shuttle bus that will run from 5 to 11:00. They will go through both sets of

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1 hour, 26 minutes, 38 seconds

the parking lots and drop everybody right there at the corner at the sheriff's substation. And they will be there afterwards to help pull people out so we don't have quite such a parking

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1 hour, 26 minutes, 46 seconds

nightmare in town and it'll make it easier for everybody to leave as well.

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So that's my short synopsis for you on that one. Um, and then the one comment that I'm going

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to make on the things that Larry mentioned, I think some of them are great to bring on, but not every decision in the city comes before the council. This is why we hire a city

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manager so that he can manage some of the smaller things and we put our trust and faith in him to be able to do that.

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Um, if there's questions in regards to that, it can obviously be addressed.

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But, uh, our city manager's job is to address the operating and the running of the city and the things that are going to

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keep it flowing and protect it. And that includes a removal of a tree or a bush or anything that is damaging property.

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Um, and that's why we can't bring every decision that we make to us. If every single decision in regards to running the city came before us, I don't think

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we'd ever get anything done. Um, so I have complete faith in in why that decision was made and if you walk out there, you can see what's happened to

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1 hour, 27 minutes, 48 seconds

the bricks alone from in that area. So, um, all right, city manager. **Ron Walker, City Manager**

Nothing more to add.

1:27:56

1 hour, 27 minutes, 56 seconds

Connor, nothing. **Conor Harkins** Nothing.

1:27:58

1 hour, 27 minutes, 58 seconds

Mayor McCully All right. Do we have any public comment in regards to good of the order?

1:28:04

1 hour, 28 minutes, 4 seconds

Mayor McCully Yes, the buttons are back and there will be a display of the buttons at the information booth that we have lots of years' worth of buttons so you will be able to see them as well.

1:28:16

1 hour, 28 minutes, 16 seconds

Mayor McCully Yep. Any other comments in regards to go to the order? Okay. Then we're going to go ahead and uh close our regular

1:28:24

1 hour, 28 minutes, 24 seconds

meeting agenda and we will turn over to our special meeting agenda.

1:28:31

1 hour, 28 minutes, 31 seconds

Mayor McCully Can we just do roll call and skip the pledge of allegiance and all that stuff? Okay.

1:28:36

1 hour, 28 minutes, 36 seconds

All right. Do you guys want a five minute break or do you want to just roll right into that? Okay.

Should only take a minute. Okay.

1:28:43

1 hour, 28 minutes, 43 seconds

So, we're going to call our special meeting agenda to order. June 24, 2026 at what time is it? I can't tell. 7:30.

1:28:51

1 hour, 28 minutes, 51 seconds

Okay. Um, so let's go ahead and do a roll call again or you can say it hasn't changed. Whatever you prefer.

1:29:00

1 hour, 29 minutes
here.

1:29:01

1 hour, 29 minutes, 1 second

Hold on. Council member Lomen here.

1:29:04

1 hour, 29 minutes, 4 seconds

Council member Douglas present.

1:29:06

1 hour, 29 minutes, 6 seconds

Council member Burus here.

1:29:08

1 hour, 29 minutes, 8 seconds

Mayor Prom Hilberg here.

1:29:12

1 hour, 29 minutes, 12 seconds

And Mayor McCaulay here. All members present.

1:29:14

1 hour, 29 minutes, 14 seconds

Okay. Thank you very much. Can I have an approval of the agenda order? **Council Member Lomen**

Move to approve. **Mayor Pro Tem Hillberg** I second. **Mayor McCully** All in favor?

1:29:22

1 hour, 29 minutes, 22 seconds

Mayor McCully I. Fantastic. No changes in our reporting.

1:29:27

1 hour, 29 minutes, 27 seconds

Mayor McCully So, we're going to go straight to council business. So, this is the resolution uh calling election on transactions and use tax for street maintenance to get this onto the ballot.

1:29:36

1 hour, 29 minutes, 36 seconds

And we will turn it over to you, Connor.

1:29:38

1 hour, 29 minutes, 38 seconds

Conor Harkins Thank you, Mayor McColie. Council members, this is before you as a special um as a special meeting item because of

1:29:46

1 hour, 29 minutes, 46 seconds

the timing. We need to ask or the city needs to ask Placer County elections to

1:29:53

1 hour, 29 minutes, 53 seconds

conduct an election on the proposed sales tax by July 1st. So, we need to adopt this resolution calling the

1:30:00

1 hour, 30 minutes

election, approving the ballot label and requesting Placer County Elections

1:30:07

1 hour, 30 minutes, 7 seconds

conduct the election and directing the city clerk to work with them to make that happen. What I need from you

1:30:14

1 hour, 30 minutes, 14 seconds

tonight is to take a look at the ballot label on page two of the draft resolution I provided. Give it a close

1:30:22

1 hour, 30 minutes, 22 seconds

read. I'll go ahead and read it out loud, but give it a close read because this is going to limit the use of the

1:30:29

1 hour, 30 minutes, 29 seconds

proposed sales tax. So, this is the question you're presenting to voters.

1:30:34

1 hour, 30 minutes, 34 seconds

It's going to be what you ask them to approve and it's going to be reflected in the legislative language of the

1:30:41

1 hour, 30 minutes, 41 seconds

ordinance that the city manager and I are working on. So, we'll bring you an ordinance at a later meeting, but it's going to

1:30:49

1 hour, 30 minutes, 49 seconds

mirror this language and it's going to have the same purpose. So, the the ballot label I've drafted for your consideration is as follows. The city of

1:30:59

1 hour, 30 minutes, 59 seconds

Colfax streets, sidewalks, and roadways maintenance measure. Shall the measure to shall the measure to fund

1:31:06

1 hour, 31 minutes, 6 seconds

construction, improvement, maintenance, repair and replacement of streets, sidewalks, road roadways, and other public infrastructure within the public

1:31:14

1 hour, 31 minutes, 14 seconds

ride of way, including drainage and sewers by adopting a 1% transactions and use parentheses sales and parenthesis

1:31:23

1 hour, 31 minutes, 23 seconds

tax. providing approximately \$1,864,000 annually until ended by voters with

1:31:30

1 hour, 31 minutes, 30 seconds

independent audits, public spending disclosure, and a citizen's oversight committee and all funds spent locally be

1:31:38

1 hour, 31 minutes, 38 seconds

adopted. So, that's the proposal. Um, this is my understanding of what the council directed staff to bring forward.

1:31:47

1 hour, 31 minutes, 47 seconds

Um, it is a special tax. It will be limited to the purposes specified in the ballot label. It will require approval

1:31:55

1 hour, 31 minutes, 55 seconds

from two thirds of voters. Um so if you would like to do any word smithing, now's the time.

Otherwise, I would ask

1:32:02

1 hour, 32 minutes, 2 seconds

you to adopt the resolution and direct staff to submit it to the county um to initiate the election on the measure.

1:32:14

1 hour, 32 minutes, 14 seconds

Council Member Burruss And so once we submit this um we would then draft the proposed ordinance which include the structure for the citizen oversight committee.

1:32:23

1 hour, 32 minutes, 23 seconds

Conor Harkins Yeah. **Council Member Burruss** Okay.

1:32:24

1 hour, 32 minutes, 24 seconds

Conor Harkins And I'm working on that. Um it's most of the language is um you you have to get the California Department of Tax and Fee

1:32:33

1 hour, 32 minutes, 33 seconds

Administration to administer the tax. So they they get to tell you what your ordinance says in large part. Yeah. and

1:32:40

1 hour, 32 minutes, 40 seconds

they also get to review the draft. So, I've received their model ordinance.

1:32:45

1 hour, 32 minutes, 45 seconds

I've prepared a draft. I'm going to send it over to Ron here by the end of the week. And then we'll need to get CDTFA to review and approve what we're trying

1:32:53

1 hour, 32 minutes, 53 seconds

to do. But it it will have all it will have the provisions to make make this tax happen. It will have the public audit, citizens oversight, disclosure requirements.

1:33:05

1 hour, 33 minutes, 5 seconds

It'll have a stated purpose for what the what the funds are used for, all those sorts of things. But that is to come.

1:33:11

1 hour, 33 minutes, 11 seconds

That is a future item for the council to consider.

1:33:17

1 hour, 33 minutes, 17 seconds

Mayor McCully Okay. Do we have any questions or comments from the public?

1:33:25

1 hour, 33 minutes, 25 seconds

I think we're just going to put Tom's name on the podium right there. I love it.

1:33:33

1 hour, 33 minutes, 33 seconds

Well, I looked at each person. You just thought I was staring at you. 1%.

1:33:42

1 hour, 33 minutes, 42 seconds

Council Member Burruss No. Oh. Oh. Oh. **Mayor McCully** To put it on the ballot. **Conor Harkins** Uh, the cost is going to be staff time.

1:33:49

1 hour, 33 minutes, 49 seconds

Um, CDTFA requires we we have to enter into an agreement with them to administer the

1:33:57

1 hour, 33 minutes, 57 seconds

tax and that will cost an amount. I've asked them for an estimate and I haven't received that estimate from them yet.

1:34:03

1 hour, 34 minutes, 3 seconds

So, well, this this is not going to be a um like a a petition. So, we don't need to like circulate a petition and collect

1:34:12

1 hour, 34 minutes, 12 seconds

signatures on that which is usually the expensive part of a ballot measure. Is that what you mean? Yeah.

1:34:19

1 hour, 34 minutes, 19 seconds

Tom Parnham The election council members are the only two money.

1:34:27

1 hour, 34 minutes, 27 seconds

Oh. **Conor Harkins** Oh, sure. Yeah, I don't have the answer to that question for you. I'm sorry.

1:34:38

1 hour, 34 minutes, 38 seconds

I'm I'm I'm not sure. Yeah, but yeah, there will be some cost to have the county run the election. Right.

1:34:54

1 hour, 34 minutes, 54 seconds

[laughter]

1:34:57

1 hour, 34 minutes, 57 seconds

Mayor McCully Do we have any comments or questions from the the council?

1:35:05

1 hour, 35 minutes, 5 seconds

Council Member Douglass Uh I'm usually against all taxes. I'm a libertarian. I'm uh anti. Anyhow, but

1:35:14

1 hour, 35 minutes, 14 seconds

this one I think I might actually vote for it. That's all.

1:35:21

1 hour, 35 minutes, 21 seconds

Mayor Pro Tem Hillberg Is there a deadline? What is the deadline? **Conor Harkins** July to adopt this resolution?

1:35:29

1 hour, 35 minutes, 29 seconds

Yeah. **Mayor Pro Tem Hillberg** At what point must we give that information to the county? **Conor**

Harkins July 1st. **Mayor Pro Tem Hillberg** July 1st.

1:35:37

1 hour, 35 minutes, 37 seconds

Mayor Pro Tem Hillberg which is why I have a question about process. **Conor Harkins** Yeah.

1:35:41

1 hour, 35 minutes, 41 seconds

Mayor Pro Tem Hillberg Um, this wasn't part of our regular agenda, so I can only assume it wasn't ready. Uh, we had to call a special

1:35:50

1 hour, 35 minutes, 50 seconds

meeting, which means that we only have to do 24 hours notice rather than 3 days, rather than 72.

1:36:00

1 hour, 36 minutes

But the other thing is um I want to find a good way to phrase this.

1:36:12

1 hour, 36 minutes, 12 seconds

Mayor Pro Tem Hillberg First off, let me say that I'm on the council and I didn't even get this. I wasn't properly noticed within 20 with 24 hours' notice because I didn't get it.

1:36:24

1 hour, 36 minutes, 24 seconds

I didn't get it till I walked into this room tonight. And [clears throat] I don't know why that happened. And I'm wondering did any other are there any

1:36:31

1 hour, 36 minutes, 31 seconds

council members that saw this before we came in here? And my interest is more in in noticing the public. I think this is

1:36:41

1 hour, 36 minutes, 41 seconds

significant and we own the owe the public more than just dropping it on them because they could not have seen

1:36:49

1 hour, 36 minutes, 49 seconds

this till yesterday. But since I didn't get noticed, how did the public get noticed? Did they?

1:36:56

1 hour, 36 minutes, 56 seconds

Conor Harkins The public received notice in the same manner that all other agendas are publicly noticed. So, it was posted outside city hall. It was posted on the

1:37:04

1 hour, 37 minutes, 4 seconds

website. It was emailed to anyone who requests email notice of the agenda. I'm not sure why the council did not receive a copy via email like they usually do.

1:37:14

1 hour, 37 minutes, 14 seconds

That was a miscommunication on staff's part and I apologize for that. Um this the issue of calling the election was

1:37:23

1 hour, 37 minutes, 23 seconds

brought up um two council meetings ago when um when the issue when council first

1:37:32

1 hour, 37 minutes, 32 seconds

directed staff to bring forward this sales tax measure. Um so I'm sorry that the resolution and and I brought it up at that time that we needed to do a

1:37:40

1 hour, 37 minutes, 40 seconds

resolution calling the election. So, I'm sorry that it didn't happen before then, but um this was discussed

1:37:47

1 hour, 37 minutes, 47 seconds

at least a month ago um that that we needed to do this. Um and additionally, this is not the proposed tax. This is just a resolution calling the election.

1:37:59

1 hour, 37 minutes, 59 seconds

There will be a future meeting where we um propose a ordinance the council. The

1:38:06

1 hour, 38 minutes, 6 seconds

council will introduce it in the same manner as an as any other ordinance. So we'll do a first reading, we'll do a second reading, there will be two

1:38:14

1 hour, 38 minutes, 14 seconds

different meetings where we consider this. Um so there will be an opportunity for the public to see the content of the

1:38:21

1 hour, 38 minutes, 21 seconds

actual law that um that is being proposed. This this is really a procedural formality to to get Placer

1:38:30

1 hour, 38 minutes, 30 seconds

County Elections to run the election for the city. the the substantive part that matters for tonight is the text of the ballot label.

1:38:40

1 hour, 38 minutes, 40 seconds

And I'm sorry you didn't have more time to review it. Um but I thought it best to try and

1:38:48

1 hour, 38 minutes, 48 seconds

you know do it at tonight's meeting rather than postpone it closer to the July 1 deadline.

1:38:56

1 hour, 38 minutes, 56 seconds

Mayor Pro Tem Hillberg So if those words go to the county on July 1st, are you saying that we could change them later? **Conor Harkins** No,

1:39:03

1 hour, 39 minutes, 3 seconds

Mayor Pro Tem Hillberg I just don't think we did a good enough job keeping the public informed to what we're doing and and not even manage to

1:39:11

1 hour, 39 minutes, 11 seconds

get it done so that the public had 72 hours. We just dropped it on them yesterday afternoon at 3:00 or whatever

1:39:18

1 hour, 39 minutes, 18 seconds

it was. I just don't think that's good enough. So, that's my feeling.

1:39:26

1 hour, 39 minutes, 26 seconds

I mean, this is big. this will put a somewhere we and I support the words that are there. I was the one of the

1:39:34

1 hour, 39 minutes, 34 seconds

ones that insisted that it be a public election and not decided by those of us behind the dais and I support all that.

1:39:42

1 hour, 39 minutes, 42 seconds

I just don't think we did a good enough job telling the public

1:39:50

1 hour, 39 minutes, 50 seconds

and I don't think something this important should ever be handled as a special

1:39:56

1 hour, 39 minutes, 56 seconds

meeting with only 24 hours notice. Um I'll get off my soap box. That's all I have to say.

1:40:06

1 hour, 40 minutes, 6 seconds

Mayor McCully Thank you, Larry. Um, do we have any other questions or comments or do we have somebody who would like to make a motion so we can get this to the county and move forward?

1:40:13

1 hour, 40 minutes, 13 seconds

Council Member Lomen I don't support any new taxes. I'm going to I don't want to deny anybody the ability to vote on whether or not they would like new taxes to help improve our

1:40:20

1 hour, 40 minutes, 20 seconds

city. So, I would like to make a motion to approve this. What item is it?

1:40:29

1 hour, 40 minutes, 29 seconds

Item 2 A. Thank you. the resolution calling for election on transactions and use tax for street maintenance.

1:40:38

1 hour, 40 minutes, 38 seconds

Mayor McCully Thank you. Do we have a second? **Council Member Lomen** Ready.

1:40:40

1 hour, 40 minutes, 40 seconds

Council Member Burruss Sean said my thoughts perfectly and I will second it. **Mayor McCully** Right. All in favor?

1:40:46

1 hour, 40 minutes, 46 seconds

I I I **Mayor Pro Tem Hillberg** No. **Mayor McCully** Okay. You had four eyes in one. Okay.

1:40:54

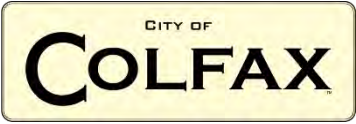
1 hour, 40 minutes, 54 seconds

Conor Harkins Um Okay. [clears throat] **Mayor McCully** Good. **Conor Harkins** Yep.

1:40:57

1 hour, 40 minutes, 57 seconds

Mayor McCully All right. So that passes and we are returned. Thank you very much



Staff Report to City Council

FOR THE JULY 22, 2026 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Recology - City of Colfax Rate Increase

Budget Impact Overview:

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

Summary/Background

Recology Auburn Placer will perform a rate adjustment effective July 1, 2026. Per the contract, Section 4.1.4 allows for an annual adjustment in fees charged. This includes a Cost-of-Living Adjustment (COLA) of 3.00% and Landfill adjustment of 0.0%. There is currently no change in the WPWMA disposal rate. However, they anticipate making the Landfill adjustment effective upon the date the updated WPWMA disposal rate goes into effect.

Attachments:

- 1. Recology – City of Colfax Rate Increase 2026 letter.
- 2. Solid Waste Franchise Agreement.



March 31, 2026

Mr. Ron Walker
City Manager
City of Colfax
33 South Main St.
Colfax, CA 95713

Re: Refuse Collection Rate Adjustment

Dear Mr. Walker,

Recology Auburn Placer requests a rate adjustment effective July 1, 2026. Per the contract, Section 4.1.4 allows for an annual adjustment in fees charged. This includes a Cost-of-Living Adjustment (COLA) of 3.00% and Landfill adjustment of 0.0%. There is currently no change in the WPWMA disposal rate. However, we anticipate making the Landfill adjustment effective upon the date the updated WPWMA disposal rate goes into effect.

If you have any questions, you may contact me directly at (503) 883-1251, or via email at KHardesty@recology.com.

Regards,

A handwritten signature in black ink that reads 'Katie Hardesty'.

Katie Hardesty
General Manager
Recology Auburn Placer

Cc: Ed Farewell - Vice President & Regional Manager
Seth Hansen – Regional Controller
Carrie Baxter, Katelyn Scholz – R3

CITY OF COLFAX
For Rate Year July 1, 2026 through June 30, 2027

CURRENT - EFFECTIVE JULY 1, 2025
 RESIDENTIAL RATES

	SERVICE COST	DISPOSAL FEES	PROCESSING FEES	TOTAL	REFUSE DISPOSAL SURCHARGE	TOTAL WITH SURCHARGE
1 - 32-Gallon Can	\$ 11.23	\$ 15.39	\$ 0.71	\$ 27.33	\$ 5.06	\$ 32.39
2 - 32-Gallon Can	\$ 16.23	\$ 22.26	\$ 1.05	\$ 39.54	\$ 7.31	\$ 46.85
3 - 32-Gallon Can	\$ 21.22	\$ 29.13	\$ 1.36	\$ 51.71	\$ 9.57	\$ 61.28
4 - 32-Gallon Can	\$ 26.29	\$ 36.08	\$ 1.71	\$ 64.08	\$ 11.85	\$ 75.93
32-Gallon Cart	\$ 11.62	\$ 16.00	\$ 0.74	\$ 28.36	\$ 5.25	\$ 33.61
64-Gallon Cart	\$ 16.69	\$ 22.93	\$ 1.10	\$ 40.72	\$ 7.53	\$ 48.25
96-Gallon Cart	\$ 21.78	\$ 29.86	\$ 1.47	\$ 53.11	\$ 9.83	\$ 62.94
Senior Citizen						
1 - 32-Gallon Can	\$ 9.15	\$ 12.56	\$ 0.59	\$ 22.30	\$ 4.13	\$ 26.43
1 - 32-Gallon Cart	\$ 9.58	\$ 13.16	\$ 0.60	\$ 23.34	\$ 4.32	\$ 27.66
Extra Charge						
Bag (extra per pick-up)	\$ 2.59	\$ 3.56	\$ 0.15	\$ 6.30	\$ -	\$ 6.30
Can (extra per pick-up)	\$ 2.59	\$ 3.56	\$ 0.15	\$ 6.30	\$ -	\$ 6.30
Toter (extra per pick-up)	\$ 2.59	\$ 3.56	\$ 0.15	\$ 6.30	\$ -	\$ 6.30
32-Gallon Green Waste (extra per pick-up)	\$ 1.83		\$ 3.88	\$ 5.71	\$ -	\$ 5.71
Off Schedule Pickup - Container	\$ 45.34			\$ 45.34	\$ -	\$ 45.34
Bulk Item Pickup - each addition pickup	\$ 91.93	\$ 43.39		\$ 135.32	\$ -	\$ 135.32
Bulk Item Pickup - off schedule pickup	\$ 192.69	\$ 43.39		\$ 236.08	\$ -	\$ 236.08
Temporary Automated Container	\$ 45.34			\$ 45.34	\$ -	\$ 45.34
Steam Clean Automated Container	\$ 75.58			\$ 75.58	\$ -	\$ 75.58
Repair Container (Lid)	\$ 25.20			\$ 25.20	\$ -	\$ 25.20
Repair Container (Other)	\$ 25.20			\$ 25.20	\$ -	\$ 25.20
Replace Container (32-Gallon)	\$ 50.37			\$ 50.37	\$ -	\$ 50.37
Replace Container (64-Gallon)	\$ 56.67			\$ 56.67	\$ -	\$ 56.67
Replace Container (96-Gallon)	\$ 62.97			\$ 62.97	\$ -	\$ 62.97

CITY OF COLFAX
For Rate Year July 1, 2026 through June 30, 2027

PROPOSED - EFFECTIVE JULY 1, 2026
RESIDENTIAL RATES

	SERVICE COST	DISPOSAL FEES	PROCESSING FEES	TOTAL	REFUSE DISPOSAL SURCHARGE	TOTAL WITH SURCHARGE
1 - 32-Gallon Can	\$ 11.57	\$ 15.39	\$ 0.71	\$ 27.67	\$ 5.12	\$ 32.79
2 - 32-Gallon Can	\$ 16.72	\$ 22.26	\$ 1.05	\$ 40.03	\$ 7.41	\$ 47.44
3 - 32-Gallon Can	\$ 21.86	\$ 29.13	\$ 1.36	\$ 52.35	\$ 9.68	\$ 62.03
4 - 32-Gallon Can	\$ 27.08	\$ 36.08	\$ 1.71	\$ 64.87	\$ 12.00	\$ 76.87
 32-Gallon Cart	 \$ 11.97	 \$ 16.00	 \$ 0.74	 \$ 28.71	 \$ 5.31	 \$ 34.02
64-Gallon Cart	\$ 17.19	\$ 22.93	\$ 1.10	\$ 41.22	\$ 7.63	\$ 48.85
96-Gallon Cart	\$ 22.43	\$ 29.86	\$ 1.47	\$ 53.76	\$ 9.95	\$ 63.71
 Senior Citizen						
1 - 32-Gallon Can	\$ 9.42	\$ 12.56	\$ 0.59	\$ 22.57	\$ 4.18	\$ 26.75
1 - 32-Gallon Cart	\$ 9.87	\$ 13.16	\$ 0.60	\$ 23.63	\$ 4.37	\$ 28.00
 Extra Charge						
Bag (extra per pick-up)	\$ 2.67	\$ 3.56	\$ 0.15	\$ 6.38	\$ -	\$ 6.38
Can (extra per pick-up)	\$ 2.67	\$ 3.56	\$ 0.15	\$ 6.38	\$ -	\$ 6.38
Toter (extra per pick-up)	\$ 2.67	\$ 3.56	\$ 0.15	\$ 6.38	\$ -	\$ 6.38
32-Gallon Green Waste (extra per pick-up)	\$ 1.88		\$ 3.88	\$ 5.76	\$ -	\$ 5.76
Off Schedule Pickup - Container	\$ 46.70			\$ 46.70	\$ -	\$ 46.70
Bulk Item Pickup - each addition pickup	\$ 94.69	\$ 43.39		\$ 138.08	\$ -	\$ 138.08
Bulk Item Pickup - off schedule pickup	\$ 198.47	\$ 43.39		\$ 241.86	\$ -	\$ 241.86
Temporary Automated Container	\$ 46.70			\$ 46.70	\$ -	\$ 46.70
Steam Clean Automated Container	\$ 77.85			\$ 77.85	\$ -	\$ 77.85
Repair Container (Lid)	\$ 25.96			\$ 25.96	\$ -	\$ 25.96
Repair Container (Other)	\$ 25.96			\$ 25.96	\$ -	\$ 25.96
Replace Container (32-Gallon)	\$ 51.88			\$ 51.88	\$ -	\$ 51.88
Replace Container (64-Gallon)	\$ 58.37			\$ 58.37	\$ -	\$ 58.37
Replace Container (96-Gallon)	\$ 64.86			\$ 64.86	\$ -	\$ 64.86

CITY OF COLFAX
For Rate Year July 1, 2026 through June 30, 2027

CURRENT - EFFECTIVE JULY 1, 2025
MULTI-FAMILY RATES

	SERVICE COST	DISPOSAL FEES	PROCESSING FEES	TOTAL	REFUSE DISPOSAL SURCHARGE	TOTAL WITH SURCHARGE
1 - 32-Gallon Can	\$ 11.23	\$ 15.39	\$ 0.71	\$ 27.33	\$ 5.06	\$ 32.39
2 - 32-Gallon Can	\$ 16.23	\$ 22.26	\$ 1.05	\$ 39.54	\$ 7.31	\$ 46.85
3 - 32-Gallon Can	\$ 21.22	\$ 29.13	\$ 1.36	\$ 51.71	\$ 9.57	\$ 61.28
4 - 32-Gallon Can	\$ 26.29	\$ 36.08	\$ 1.71	\$ 64.08	\$ 11.85	\$ 75.93
64-Gallon Cart (\$3.77 per unit, up to 2 units)	\$ 16.69	\$ 22.93	\$ 1.10	\$ 40.72	\$ 7.53	\$ 48.25
96-Gallon Cart (\$3.77 per unit, up to 3 units)	\$ 25.06	\$ 34.38	\$ 1.64	\$ 61.08	\$ 11.30	\$ 72.38
2-yard bin (\$3.55 per unit, up to 12 units)	\$ 94.32	\$ 129.51	\$ 6.17	\$ 230.00	\$ 42.55	\$ 272.55
Extra Charge						
Can (per pick-up)	\$ 5.06	\$ 6.93	\$ 0.37	\$ 12.36	\$ -	\$ 12.36
Off Schedule Pickup - Container	\$ 45.34			\$ 45.34	\$ -	\$ 45.34
Off Schedule Pickup - Bin	\$ 151.12			\$ 151.12	\$ -	\$ 151.12
Bulk Item Pickup - each addition pickup	\$ 91.93	\$ 43.39		\$ 135.32	\$ -	\$ 135.32
Bulk Item Pickup - off schedule pickup	\$ 192.69	\$ 43.39		\$ 236.08	\$ -	\$ 236.08
Temporary Automated Container	\$ 45.34			\$ 45.34	\$ -	\$ 45.34
Steam Clean Automated Container	\$ 75.58			\$ 75.58	\$ -	\$ 75.58
Repair Container (Lid)	\$ 25.20			\$ 25.20	\$ -	\$ 25.20
Repair Container (Other)	\$ 25.20			\$ 25.20	\$ -	\$ 25.20
Replace Container (32-Gallon)	\$ 50.37			\$ 50.37	\$ -	\$ 50.37
Replace Container (64-Gallon)	\$ 56.67			\$ 56.67	\$ -	\$ 56.67
Replace Container (96-Gallon)	\$ 62.97			\$ 62.97	\$ -	\$ 62.97

PROPOSED - EFFECTIVE JULY 1, 2026
MULTI-FAMILY RATES

	SERVICE COST	DISPOSAL FEES	PROCESSING FEES	TOTAL	REFUSE DISPOSAL SURCHARGE	TOTAL WITH SURCHARGE
1 - 32-Gallon Can	\$ 11.57	\$ 15.39	\$ 0.71	\$ 27.67	\$ 5.12	\$ 32.79
2 - 32-Gallon Can	\$ 16.72	\$ 22.26	\$ 1.05	\$ 40.03	\$ 7.41	\$ 47.44
3 - 32-Gallon Can	\$ 21.86	\$ 29.13	\$ 1.36	\$ 52.35	\$ 9.68	\$ 62.03
4 - 32-Gallon Can	\$ 27.08	\$ 36.08	\$ 1.71	\$ 64.87	\$ 12.00	\$ 76.87
64-Gallon Cart (\$3.82 per unit, up to 2 units)	\$ 17.19	\$ 22.93	\$ 1.10	\$ 41.22	\$ 7.63	\$ 48.85
96-Gallon Cart (\$3.81 per unit, up to 3 units)	\$ 25.81	\$ 34.38	\$ 1.64	\$ 61.83	\$ 11.44	\$ 73.27
2-yard bin (\$3.59 per unit, up to 12 units)	\$ 97.15	\$ 129.51	\$ 6.17	\$ 232.83	\$ 43.07	\$ 275.90
Extra Charge						
Can (per pick-up)	\$ 5.21	\$ 6.93	\$ 0.37	\$ 12.51	\$ -	\$ 12.51
Off Schedule Pickup - Container	\$ 46.70			\$ 46.70	\$ -	\$ 46.70
Off Schedule Pickup - Bin	\$ 155.65			\$ 155.65	\$ -	\$ 155.65
Bulk Item Pickup - each addition pickup	\$ 94.69	\$ 43.39		\$ 138.08	\$ -	\$ 138.08
Bulk Item Pickup - off schedule pickup	\$ 198.47	\$ 43.39		\$ 241.86	\$ -	\$ 241.86
Temporary Automated Container	\$ 46.70			\$ 46.70	\$ -	\$ 46.70
Steam Clean Automated Container	\$ 77.85			\$ 77.85	\$ -	\$ 77.85
Repair Container (Lid)	\$ 25.96			\$ 25.96	\$ -	\$ 25.96
Repair Container (Other)	\$ 25.96			\$ 25.96	\$ -	\$ 25.96
Replace Container (32-Gallon)	\$ 51.88			\$ 51.88	\$ -	\$ 51.88
Replace Container (64-Gallon)	\$ 58.37			\$ 58.37	\$ -	\$ 58.37
Replace Container (96-Gallon)	\$ 64.86			\$ 64.86	\$ -	\$ 64.86

CITY OF COLFAX
For Rate Year July 1, 2026 through June 30, 2027

CURRENT - EFFECTIVE JULY 1, 2025
 COMMERCIAL RATES

SIZE	Frequency (Pickups per Week)				
	1	2	3	4	5
1 Cu Yd	\$ 65.84	\$ 119.00	\$ 177.61	\$ 242.45	\$ 313.75
Disposal Fees	65.99	119.31	178.09	243.03	314.53
Processing Fees	3.71	6.69	9.96	13.58	17.59
TOTAL	\$ 135.54	\$ 245.00	\$ 365.66	\$ 499.06	\$ 645.87
Refuse Disposal Surcharge	\$ 25.07	\$ 45.33	\$ 67.65	\$ 92.33	\$ 119.49
Total with Surcharge	\$ 160.61	\$ 290.33	\$ 433.31	\$ 591.39	\$ 765.36
2 Cu Yd	\$ 115.40	\$ 221.74	\$ 338.70	\$ 467.38	\$ 608.92
Disposal Fees	115.72	222.26	339.55	468.54	610.44
Processing Fees	6.43	12.41	18.95	26.17	34.08
TOTAL	\$ 237.55	\$ 456.41	\$ 697.20	\$ 962.09	\$ 1,253.44
Refuse Disposal Surcharge	\$ 43.95	\$ 84.44	\$ 128.98	\$ 177.99	\$ 231.89
Total with Surcharge	\$ 281.50	\$ 540.85	\$ 826.18	\$ 1,140.08	\$ 1,485.33
3 Cu Yd	\$ 169.28	\$ 319.07	\$ 469.00	\$ 619.03	\$ 769.14
Disposal Fees	169.68	319.87	470.16	620.56	771.08
Processing Fees	9.49	17.88	26.23	34.66	43.06
TOTAL	\$ 348.45	\$ 656.82	\$ 965.39	\$ 1,274.25	\$ 1,583.28
Refuse Disposal Surcharge	\$ 64.46	\$ 121.51	\$ 178.60	\$ 235.74	\$ 292.91
Total with Surcharge	\$ 412.91	\$ 778.33	\$ 1,143.99	\$ 1,509.99	\$ 1,876.19
3 Cu Yd - EOW	\$ 86.77				
Disposal Fees	86.98				
Processing Fees	4.87				
TOTAL	\$ 178.62				
Refuse Disposal Surcharge	\$ 33.04				
Total with Surcharge	\$ 211.66				
4 Cu Yd	\$ 217.01	\$ 396.42	\$ 575.76	\$ 755.02	\$ 934.17
Disposal Fees	223.31	407.99	592.56	777.01	961.39
Processing Fees	12.13	22.19	32.26	42.31	52.30
TOTAL	\$ 452.45	\$ 826.60	\$ 1,200.58	\$ 1,574.34	\$ 1,947.86
Refuse Disposal Surcharge	\$ 83.70	\$ 152.92	\$ 222.11	\$ 291.25	\$ 360.35
Total with Surcharge	\$ 536.15	\$ 979.52	\$ 1,422.69	\$ 1,865.59	\$ 2,308.21
5 Cu Yd	\$ 265.19	\$ 504.89	\$ 744.52	\$ 984.23	\$ 1,223.83
Disposal Fees	272.93	519.60	766.25	1,012.88	1,259.48
Processing Fees	14.85	28.28	41.70	55.09	68.53
TOTAL	\$ 552.97	\$ 1,052.77	\$ 1,552.47	\$ 2,052.20	\$ 2,551.84
Refuse Disposal Surcharge	\$ 102.30	\$ 194.76	\$ 287.21	\$ 379.66	\$ 472.09
Total with Surcharge	\$ 655.27	\$ 1,247.53	\$ 1,839.68	\$ 2,431.86	\$ 3,023.93
6 Cu Yd	\$ 313.38	\$ 613.37	\$ 913.35	\$ 1,213.36	\$ 1,513.46
Disposal Fees	322.56	631.22	939.94	1,248.73	1,557.57
Processing Fees	17.55	34.37	51.13	67.97	84.76
TOTAL	\$ 653.49	\$ 1,278.96	\$ 1,904.42	\$ 2,530.06	\$ 3,155.79
Refuse Disposal Surcharge	\$ 120.90	\$ 236.61	\$ 352.32	\$ 468.06	\$ 583.82
Total with Surcharge	\$ 774.39	\$ 1,515.57	\$ 2,256.74	\$ 2,998.12	\$ 3,739.61
7 Cu Yd	\$ 361.66	\$ 721.81	\$ 1,082.11	\$ 1,442.57	\$ 1,803.15
Disposal Fees	372.19	742.85	1,113.64	1,484.61	1,855.67
Processing Fees	20.27	40.40	60.59	80.79	100.95
TOTAL	\$ 754.12	\$ 1,505.06	\$ 2,256.34	\$ 3,007.97	\$ 3,759.77
Refuse Disposal Surcharge	\$ 139.51	\$ 278.44	\$ 417.42	\$ 556.47	\$ 695.56
Total with Surcharge	\$ 893.63	\$ 1,783.50	\$ 2,673.76	\$ 3,564.44	\$ 4,455.33

CITY OF COLFAX
For Rate Year July 1, 2026 through June 30, 2027

PROPOSED - EFFECTIVE JULY 1, 2026
COMMERCIAL RATES

SIZE	Frequency (Pickups per Week)				
	1	2	3	4	5
1 Cu Yd	\$ 67.82	\$ 122.57	\$ 182.94	\$ 249.72	\$ 323.16
Disposal Fees	65.99	119.31	178.09	243.03	314.53
Processing Fees	3.71	6.69	9.96	13.58	17.59
TOTAL	\$ 137.52	\$ 248.57	\$ 370.99	\$ 506.33	\$ 655.28
Refuse Disposal Surcharge	\$ 25.44	\$ 45.99	\$ 68.63	\$ 93.67	\$ 121.23
Total with Surcharge	\$ 162.96	\$ 294.56	\$ 439.62	\$ 600.00	\$ 776.51
2 Cu Yd	\$ 118.86	\$ 228.39	\$ 348.86	\$ 481.40	\$ 627.19
Disposal Fees	115.72	222.26	339.55	468.54	610.44
Processing Fees	6.43	12.41	18.95	26.17	34.08
TOTAL	\$ 241.01	\$ 463.06	\$ 707.36	\$ 976.11	\$ 1,271.71
Refuse Disposal Surcharge	\$ 44.59	\$ 85.67	\$ 130.86	\$ 180.58	\$ 235.27
Total with Surcharge	\$ 285.60	\$ 548.73	\$ 838.22	\$ 1,156.69	\$ 1,506.98
3 Cu Yd	\$ 174.36	\$ 328.64	\$ 483.07	\$ 637.60	\$ 792.21
Disposal Fees	169.68	319.87	470.16	620.56	771.08
Processing Fees	9.49	17.88	26.23	34.66	43.06
TOTAL	\$ 353.53	\$ 666.39	\$ 979.46	\$ 1,292.82	\$ 1,606.35
Refuse Disposal Surcharge	\$ 65.40	\$ 123.28	\$ 181.20	\$ 239.17	\$ 297.17
Total with Surcharge	\$ 418.93	\$ 789.67	\$ 1,160.66	\$ 1,531.99	\$ 1,903.52
3 Cu Yd - EOW	\$ 89.37				
Disposal Fees	86.98				
Processing Fees	4.87				
TOTAL	\$ 181.22				
Refuse Disposal Surcharge	\$ 33.53				
Total with Surcharge	\$ 214.75				
4 Cu Yd	\$ 223.52	\$ 408.31	\$ 593.03	\$ 777.67	\$ 962.20
Disposal Fees	223.31	407.99	592.56	777.01	961.39
Processing Fees	12.13	22.19	32.26	42.31	52.30
TOTAL	\$ 458.96	\$ 838.49	\$ 1,217.85	\$ 1,596.99	\$ 1,975.89
Refuse Disposal Surcharge	\$ 84.91	\$ 155.12	\$ 225.30	\$ 295.44	\$ 365.54
Total with Surcharge	\$ 543.87	\$ 993.61	\$ 1,443.15	\$ 1,892.43	\$ 2,341.43
5 Cu Yd	\$ 273.15	\$ 520.04	\$ 766.86	\$ 1,013.76	\$ 1,260.54
Disposal Fees	272.93	519.60	766.25	1,012.88	1,259.48
Processing Fees	14.85	28.28	41.70	55.09	68.53
TOTAL	\$ 560.93	\$ 1,067.92	\$ 1,574.81	\$ 2,081.73	\$ 2,588.55
Refuse Disposal Surcharge	\$ 103.77	\$ 197.57	\$ 291.34	\$ 385.12	\$ 478.88
Total with Surcharge	\$ 664.70	\$ 1,265.49	\$ 1,866.15	\$ 2,466.85	\$ 3,067.43
6 Cu Yd	\$ 322.78	\$ 631.77	\$ 940.75	\$ 1,249.76	\$ 1,558.86
Disposal Fees	322.56	631.22	939.94	1,248.73	1,557.57
Processing Fees	17.55	34.37	51.13	67.97	84.76
TOTAL	\$ 662.89	\$ 1,297.36	\$ 1,931.82	\$ 2,566.46	\$ 3,201.19
Refuse Disposal Surcharge	\$ 122.63	\$ 240.01	\$ 357.39	\$ 474.80	\$ 592.22
Total with Surcharge	\$ 785.52	\$ 1,537.37	\$ 2,289.21	\$ 3,041.26	\$ 3,793.41
7 Cu Yd	\$ 372.51	\$ 743.46	\$ 1,114.57	\$ 1,485.85	\$ 1,857.24
Disposal Fees	372.19	742.85	1,113.64	1,484.61	1,855.67
Processing Fees	20.27	40.40	60.59	80.79	100.95
TOTAL	\$ 764.97	\$ 1,526.71	\$ 2,288.80	\$ 3,051.25	\$ 3,813.86
Refuse Disposal Surcharge	\$ 141.52	\$ 282.44	\$ 423.43	\$ 564.48	\$ 705.56
Total with Surcharge	\$ 906.49	\$ 1,809.15	\$ 2,712.23	\$ 3,615.73	\$ 4,519.42

CITY OF COLFAX
For Rate Year July 1, 2026 through June 30, 2027

CURRENT - EFFECTIVE JULY 1, 2025
 COMMERCIAL RATES
 DEBRIS BOXES

	SERVICE COST	DISPOSAL FEES	TOTAL
20 Cu Yd - 3 Ton Limit	\$ 204.31	\$ 327.75	\$ 532.06
30 Cu Yd - 3.5 Ton Limit	\$ 275.46	\$ 382.39	\$ 657.85
40 Cu Yd - 4 Ton Limit	\$ 346.61	\$ 437.00	\$ 783.61

Temporary Bins

4 Cu Yd - 1/2 Ton Limit	\$ 124.56	\$ 44.16	\$ 168.72
5 Cu Yd - 1/2 Ton Limit	\$ 139.52	\$ 44.16	\$ 183.68
6 Cu Yd - 3/4 Ton Limit	\$ 156.26	\$ 66.28	\$ 222.54
7 Cu Yd - 3/4 Ton Limit	\$ 175.00	\$ 66.28	\$ 241.28

PROPOSED - EFFECTIVE JULY 1, 2026
 COMMERCIAL RATES
 DEBRIS BOXES

	SERVICE COST	DISPOSAL FEES	TOTAL
20 Cu Yd - 3 Ton Limit	\$ 210.44	\$ 327.75	\$ 538.19
30 Cu Yd - 3.5 Ton Limit	\$ 283.72	\$ 382.39	\$ 666.11
40 Cu Yd - 4 Ton Limit	\$ 357.01	\$ 437.00	\$ 794.01

Temporary Bins

4 Cu Yd - 1/2 Ton Limit	\$ 128.30	\$ 44.16	\$ 172.46
5 Cu Yd - 1/2 Ton Limit	\$ 143.71	\$ 44.16	\$ 187.87
6 Cu Yd - 3/4 Ton Limit	\$ 160.95	\$ 66.28	\$ 227.23
7 Cu Yd - 3/4 Ton Limit	\$ 180.25	\$ 66.28	\$ 246.53

CITY OF COLFAX
For Rate Year July 1, 2026 through June 30, 2027

CURRENT - EFFECTIVE JULY 1, 2025
 COMMERCIAL RATES
 EXTRA SERVICES

	SERVICING COSTS	DISPOSAL FEES	PROCESSING FEES	TOTAL
96-Gallon Green Waste Cart (per month)	\$ 22.21	\$ -	\$ 34.90	\$ 57.11
Overweight Fee - per ton	\$ 20.08	\$ 109.25	\$ -	\$ 129.33
Bulk Item Pickup - On Schedule	\$ 91.93	\$ 43.39	\$ -	\$ 135.32
Bulk Item Pickup - Off Schedule	\$ 192.69	\$ 43.39	\$ -	\$ 236.08
Off Schedule Pickup - Bin	\$ 151.12	\$ -	\$ -	\$ 151.12
Bin Relocation	\$ 100.75	\$ -	\$ -	\$ 100.75
Bin Cancellation within 24 hours of delivery	\$ 46.61	\$ -	\$ -	\$ 46.61
Bin Service Fee if Bin Exceeds Weight Limit	\$ 46.61	\$ -	\$ -	\$ 46.61
Rental Fee - Bin - Kept > 1 week - per day	\$ 6.28	\$ -	\$ -	\$ 6.28
Rental Fee - Debris Box - Kept > 1 wk/day	\$ 6.28	\$ -	\$ -	\$ 6.28
7yd Cardboard Recycling Container - Set up	\$ 188.91	\$ -	\$ -	\$ 188.91

PROPOSED - EFFECTIVE JULY 1, 2026
 COMMERCIAL RATES
 EXTRA SERVICES

	SERVICING COSTS	DISPOSAL FEES	PROCESSING FEES	TOTAL
96-Gallon Green Waste Cart (per month)	\$ 22.88	\$ -	\$ 34.90	\$ 57.78
Overweight Fee - per ton	\$ 20.68	\$ 109.25	\$ -	\$ 129.93
Bulk Item Pickup - On Schedule	\$ 94.69	\$ 43.39	\$ -	\$ 138.08
Bulk Item Pickup - Off Schedule	\$ 198.47	\$ 43.39	\$ -	\$ 241.86
Off Schedule Pickup - Bin	\$ 155.65	\$ -	\$ -	\$ 155.65
Bin Relocation	\$ 103.77	\$ -	\$ -	\$ 103.77
Bin Cancellation within 24 hours of delivery	\$ 48.01	\$ -	\$ -	\$ 48.01
Bin Service Fee if Bin Exceeds Weight Limit	\$ 48.01	\$ -	\$ -	\$ 48.01
Rental Fee - Bin - Kept > 1 week - per day	\$ 6.47	\$ -	\$ -	\$ 6.47
Rental Fee - Debris Box - Kept > 1 wk/day	\$ 6.47	\$ -	\$ -	\$ 6.47
7yd Cardboard Recycling Container - Set up	\$ 194.58	\$ -	\$ -	\$ 194.58

Recology Auburn Placer
CITY of COLFAX
Rate Components
Rate Year July 1, 2026 through June 30, 2027

Annual Increase - Rate Year 2026-2027	
Cost of Living Increase	3.000%
Other - Carry forward from 2024 - 2025	0.000%
Other	0.000%
TOTAL INCREASE (CAP at 4%)	3.000%

** Old Landfill Rate (See Note 1)	\$ 109.25
** New Landfill Rate (See Note 1)	\$ 109.25
Landfill Increase	\$0.00
% Increase	0.00%

** Old Green Waste Rate	\$ 85.00
** New Green Waste Rate	\$ 85.00
Landfill Increase	\$0.00
% Increase	0.00%

Street Sweeping	0.00%
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**** Note 1** Landfill Rates Applicable to Debris Boxes and C&D:

Landfill Rate - Debris Box and C&D			
Old Rate	\$106.50	New Rate	\$109.25

Franchise Fee		
Description	New	Old
Actual	0.0%	0.0%
Calc Factor	0.0000	0.0000

Refuse Disposal Surcharge		
Description	New	Old
Actual	18.5%	18.5%

SOLID WASTE FRANCHISE AGREEMENT

This Solid Waste Franchise Agreement ("Agreement") is entered into this 14th July, 2016 between the City of Colfax, California ("City") and Recology Auburn Placer, a California corporation (hereinafter referred to as "Contractor"), for the collection, transportation, and disposal of Solid Waste.

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(1), the City Council of the City Of Colfax has determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of solid waste from certain residential, industrial and commercial areas in City; and

WHEREAS, City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); and

WHEREAS, City has not and, by this Agreement does not, instruct Contractor on its collection methods, nor supervise the collection of waste; and

WHEREAS, Contractor has represented and warranted to City that it has the experience, responsibility and qualifications to arrange with residents, and commercial, industrial, institutional and other entities in the City for the collection and safe transport of Solid Waste to the materials recovery and disposal facilities designated herein, and in reliance thereon, the City Council determines and finds that the public interest, health, safety and well-being would be best served if Contractor were to make independent arrangements with residents and other entities to perform these services;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INTRODUCTORY PROVISIONS

1.1 DEFINITIONS

Whenever any term used in this Agreement has been defined by the City of Colfax Municipal Code or Division 30, Part 1, Chapter 2 of the California Public Resources Code ("PRC"), the definitions in the City of Colfax Municipal Code or PRC shall apply unless the term is otherwise defined in this Agreement. (For terms not defined in this Agreement, to the extent that definitions contained in the City Code conflict with definitions in the PRC, the former shall control and govern the rights and obligations of

the parties hereunder; provided, however, that should the PRC's definitions be made obligatory by the state legislature on the City, then the conflicting PRC definitions shall apply.)

AB 939. "AB 939" shall mean the California Integrated Waste Management Act of 1989, Public Resources Code Section 40000 et seq., as it may be amended from time to time.

Affiliate. "Affiliate" means any of the Contractor's officers, directors or shareholders, and any corporation, partnership, joint venture or other entity directly or indirectly controlling the Contractor, or directly or indirectly owned or controlled by the Contractor or its officers, directors or shareholders.

Applicable Law. "Applicable Law" means all applicable federal, state and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental authority having jurisdiction, including Environmental Laws, that are in force on the Commencement Date and as they may be enacted, issued or amended during the term of this Agreement.

Bulky Waste. "Bulky Waste" means large items of Solid Waste, such as appliances, furniture, large auto parts, trees, branches, stumps and other oversize wastes. Bulky Waste does not include waste that has been placed in a bin or drop box.

CalRecycle. "CalRecycle" means the California Department of Resources Recycling and Recovery, or its successor.

Carts. "Carts" means Toter brand or equivalent carts with 32-, 64- or 96-gallon capacity, colored black or grey for Solid Waste or green for Green Waste.

City. "City" means the City of Colfax, a California municipal corporation.

City Council. "City Council" means the City Council of the City of Colfax.

City Manager. "City Manager" means the City Manager of the City of Colfax or his or her designee.

Commencement Date. "Commencement Date" means July 14, 2016.

Commercial Premises. "Commercial Premises" means all premises within the Franchise Area used for commercial, institutional, non-profit and/or industrial purposes.

Contractor. "Contractor" shall mean Recology Auburn Placer, a California corporation, and shall also mean any assignee, transferee or successor in interest of said corporation.

Disposal Fees. "Disposal Fees" means any and all fees or charges payable by Contractor for the disposal and/or processing of Solid Waste collected pursuant to this Agreement. As of the Commencement Date, because Contractor is required to deliver all Solid Waste and Green Waste collected pursuant to this Agreement to the Landfill and/or Materials Recovery Facility, and because the Western Placer Waste Management Authority currently owns such facilities, all Disposal Fees and Processing

Fees shall initially be paid by Contractor to the Western Placer Waste Management Authority.

Environmental Law. "Environmental Law" means all applicable laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental agency governing Solid Waste, Hazardous Waste or Hazardous Materials, including, without limitation, AB 939 and CERCLA, that are in force on the Commencement Date and as they may be enacted, issued or amended during the Term of this Agreement.

Franchise Area. "Franchise Area" shall mean the entire area within the boundaries of the City of Colfax city limits as of the Commencement Date, as they may thereafter be changed by reason of annexation or de-annexation.

Franchise Fee. "Franchise Fee" means the fee imposed by the City on Contractor pursuant to Section 4.2.

Green Waste. "Green Waste" means organic material from trees, shrubs, grass and other vegetation, including without limitation lawn clippings, leaves and small branches. Green Waste does not include plastic bags, bricks, rocks, gravel, large quantities of dirt, concrete, sod, non-organic wastes, loose fruits and vegetables, tree trunks, stumps, palm fronds, branches more than six inches in diameter or three feet in length, or pet waste.

Gross Revenue. "Gross Revenue" means all revenue amounts from the provision of collection services pursuant to this Agreement, that is recognized by the Contractor in accordance with Generally Accepted Accounting Principles (GAAP), provided, however, the term Gross Revenue, shall not include (i) any revenues generated from the sale of Recyclable Material, or from late fees or similar finance charges, (ii) any amount collected in respect to the Refuse Disposal Surcharge or any other surcharge imposed by a governmental entity, or (iii) any receipts from state and local government accounts (e.g. grants, cash awards and rebates) relating to the performance of this Agreement.

Hazardous Waste or Materials. "Hazardous Waste" or "Hazardous Materials" means any and all of the following:

Wastes, materials or substances defined or characterized as Hazardous Waste by the Federal Solid Waste Disposal Act, as amended, including RCRA (42 U.S.C. Section 6901, et seq.) as amended from time to time, or regulations promulgated thereunder;

Waste, materials or substances defined or characterized from time to time as Hazardous Waste by the principal agencies of the State of California (including, without limitation, the Department of Health Services, the Department of Toxic Substances Control, the California Water Resources Control Board, and CalRecycle) having jurisdiction over Hazardous Waste generated by facilities within the State, and pursuant to any other applicable governmental regulations;

Wastes, materials or substances, the storage, treatment, transportation or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 U.S.C. §2601-2654, as amended from time to time, or regulations promulgated thereunder;

Radioactive Wastes, materials, substances or items, the storage, treatment, transportation or disposal of which is subject to governmental regulations; and

Wastes, materials, substances or items that contain polychlorinated biphenyls.

The terms "Hazardous Waste" and "Hazardous Materials" will be construed to have the broader, more encompassing definition where a conflict exists in the definitions employed by two or more governmental entities having concurrent or overlapping jurisdiction over Hazardous Waste.

Landfill. "Landfill" means the Western Regional Sanitary Landfill owned by the Western Placer Waste Management Authority and located at 3033 Fiddymont Rd. in unincorporated Placer County.

Legal Holiday. "Legal Holiday" means the following legal holidays: Thanksgiving, Christmas, New Year's Day and any other legal holiday observed by the Landfill or the Materials Recovery Facility.

Materials Recovery Facility. "Materials Recovery Facility" means the Western Placer Waste Management Authority materials recovery facility located at 3033 Fiddymont Rd. in unincorporated Placer County.

Maximum Rates. "Maximum Rates" means the maximum rates that Contractor is permitted to charge customers for providing the services described in Section 2.

Medical Waste. "Medical Waste" means Solid Waste or other materials, substances or items which may be reasonably considered infectious, pathological or biohazardous, originating from hospitals, public or private medical clinics, departments of research laboratories, pharmaceutical industries, blood banks, forensic medical departments, medical offices, mortuaries, veterinary facilities and other similar facilities, and includes, without limitation, medical equipment, instruments, utensils, fomites, and laboratory waste (including pathological specimens and fomites attendant thereto); surgical facilities, equipment, bedding and utensils (including pathological specimens and disposal fomites attendant thereto); sharps (hypodermic needles, syringes, etc.), dialysis unit waste, chemotherapeutic waste, animal carcasses, offal and body parts, biological materials (vaccines, medicines, etc.), and other similar materials, but excluding any such waste which is determined by evidence reasonably satisfactory to the Contractor to be or to have been rendered non-infectious, non-pathological and non-biohazardous.

Multi-Family Units. "Multi-Family Units" shall mean a dwelling which includes three or more individual living units.

Operating Year. The Operating Year under this Agreement shall begin on July 1 of each calendar year and end at midnight on June 30 of the following year.

Organic Waste "Organic Waste" means food waste, green waste, landscape & pruning waste, nonhazardous wood waste, and food-soiled paper that is mixed in with food waste.

Person. "Person" means any individual, corporation, partnership, joint venture, limited liability company, trust or other legal entity.

Processing Fees. "Processing Fees" means any and all fees or charges payable by Contractor for the processing of Green Waste collected pursuant to this Agreement.

Recyclables or Recyclable Material. "Recyclables" or "Recyclable Material" means discarded materials which could be reused or processed, or are in the future reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of AB 939. The terms "Recyclables" or "Recyclable Material" include transformable and compostable materials. The terms "Recyclables" or "Recyclable Material" include paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET, HDPE, and other plastics, beverage containers, compostable materials, brick and stone in reusable size and condition, and such other materials reasonably designated as Recyclables by the City Council or the Director of Community Services, or designated as Recyclables by CalRecycle, or other agency with jurisdiction.

Recycling and Recycled. "Recycling" and "Recycled" refers to processing, cleansing, treating, and reconstituting materials that would otherwise become or remain Solid Waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products or biomass that qualifies for diversion credit by CalRecycle. "Recycling" also refers to the processing and beneficial reuse of materials, to the extent that the beneficial reuse of these materials qualifies for diversion credit by CalRecycle. "Recycling" does not include "transformation," which is defined in PRC Section 40201.

Single-Family Unit. "Single-Family Unit" means a dwelling which includes one or two individual living units.

Solid Waste. "Solid Waste" means all putrescible and non-putrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, Recyclable Materials, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes; but excludes Hazardous Wastes, Special Wastes and Medical Wastes.

Solid Waste Program Manager. "Solid Waste Program Manager" means the City Manager or his or her designee.

Special Waste. "Special Waste" means any designated wastes, as defined in 23 California Code of Regulations §2522, and special handling waste generated by industrial facilities or processes, but shall not include "Hazardous Waste" as defined herein. Special Wastes include: asbestos, sewage sludge, water treatment sludge, drilling muds, grease wastes, contaminated soils, shredder waste, agricultural wastes,

filter cake/de-watered sludge, spent catalyst fines, refinery ash and by-products; except where any such wastes are deemed to be Hazardous Waste.

Term. "Term" means the term of this Agreement, as described in Section 1.3 below.

Universal Waste. "Universal Waste" means electronics related waste including household batteries, automotive batteries, mercury thermometers, fluorescent lamps and electronic devices including televisions and computer monitors, computers, printers, VCRs, cell phones, telephones, radios, portable DVD players with video screens, and microwave ovens; but does not include large appliances.

1.2 REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor hereby makes the following representations and warranties for the benefit of City as of the Commencement Date:

1.2.1 Contractor is duly organized and validly existing as a corporation in good standing under the laws of the state of its incorporation and is qualified to do business in the State of California, with full legal right and power to enter into and perform its obligations under this Agreement.

1.2.2 Contractor has full legal right, power, and authority to execute, deliver, and perform this Agreement, and has duly authorized the execution and delivery of this Agreement by all necessary and proper action by its Board of Directors and shareholders, as necessary.

1.2.3 The Persons signing this Agreement on behalf of Contractor have been authorized by Contractor to do so, and this Agreement has been duly executed and delivered by Contractor in accordance with the authorization of its Board of Directors and shareholders, as necessary, and constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with its terms.

1.2.4 Neither the execution and delivery by Contractor of this Agreement, nor the performance by Contractor of its obligations hereunder:

(a) conflicts with, violates or will result in a violation of any existing Applicable Law;

(b) conflicts with, violates or will result in a breach or default under any term or condition of any valid and existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing agreement or instrument, to which either Contractor is a party or by which either Contractor or any of its properties or assets is bound; or

(c) will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of

Contractor which will interfere materially with Contractor's performance hereunder.

1.2.5 There is no action, suit, proceeding or, to the best of Contractor's knowledge, investigation, at law or equity, before or by any court or governmental entity, pending or threatened against Contractor or otherwise affecting Contractor, wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect Contractor's performance hereunder, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of Contractor.

1.2.6 Contractor has sufficient financial resources to perform all aspects of its obligations hereunder.

1.2.7 Contractor has the expert, professional, and technical capability to perform all of its obligations under this Agreement.

1.2.8 Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding this Agreement and the work to be performed by Contractor under this Agreement, and enters into this Agreement on the basis of that independent investigation.

1.3 TERM

1.3.1 Base Term of Agreement. The base term of this Agreement shall commence on the Commencement Date and terminate on July 14, 2036.

1.3.2 Automatic Extension. The Term of this Agreement shall automatically be extended for an additional five years, so as to terminate on July 14, 2041, unless Contractor is in material breach of this Agreement upon the expiration of the base term, or one of the parties has timely requested termination of this Agreement on July 14, 2036. To make such request timely, notice of termination of the Agreement must be provided in writing to the other party on or before 5:00 pm on December 31, 2035.

1.3.3 Optional Extension. If the Term has been automatically extended pursuant to Section 1.3.2, then City and Contractor may extend the Term for an additional five (5) years, so as to terminate on July 14, 2046, by mutual consent in writing at least sixty days prior to the expiration date of the automatic extension. Contractor acknowledges that any such extension must be approved by the City Council to become effective.

1.3.4 No Prohibition On Amendments. Nothing herein shall be construed to prohibit amendments to Contractor's scope of work at any time during the Term of this Agreement, by mutual consent of the parties.

2. FRANCHISE SCOPE, SERVICES AND PROGRAMS

2.1 GRANT OF FRANCHISE

2.1.1 Grant of Franchise. City hereby grants to Contractor, for the Term of and subject to the terms and conditions of this Agreement, the exclusive privilege and right

to collect, transport and remove for disposal and/or processing all Solid Waste and Green Waste generated or accumulated at all Single-Family Units, Multi-Family Units and Commercial Premises or otherwise within the Franchise Area, including for the avoidance of doubt and without limitation all Recyclable Materials, construction and demolition debris and debris box services, and to do so by making and entering into independent arrangements with residents, owners and/or other Persons in charge of Single-Family Units, Multi-Family Units and Commercial Premises, provided, however, that said franchise shall be a non-exclusive franchise with respect to Recyclable Materials that meet all of the following requirements:

(a) The Recyclable Materials must be generated on Commercial Premises by a commercial, institutional, non-profit and/or industrial enterprise in the conduct of its own business; and

(b) The generator of such Recyclable Materials must be paid by or must otherwise receive a net positive consideration, directly or indirectly, from the collector of such Recyclable Materials in respect of such Recyclable Materials, taking into account all amounts received by the generator in respect of such Recyclable Materials, as well as all amounts paid by the generator in respect of such Recyclable Materials, including, without limitation, hauling fees, equipment rental charges, management fees, logistics fees, and all other amounts, however denominated and to whomever paid; and

(c) The Recyclable Materials must be separated on an item-by-item basis from non-Recyclable Solid Waste, and held in an authorized container, by the generator of such Recyclable Materials, before collection and transportation.

The extent of this grant of franchise shall be subject to any limitations imposed by Applicable Law.

2.1.2 Donation of Recyclables. This Agreement is not intended to and does not affect or limit the right of any Person to donate or give away any Recyclable Materials generated by such Person to any charitable organization (provided the generator does not pay a net consideration to the recipient of such materials for the collection, transportation, removal, resale, handling or processing of such Recyclable Materials) and further provided that all such Recyclable Materials are separated from Solid Waste on an item-by-item basis from non-Recyclable Solid Waste by the generator.

2.1.3 Acceptance of Franchise. Contractor agrees to be bound by and comply with all the Solid Waste collection requirements of this Agreement.

2.1.4 Exceptions to Exclusivity. The exclusive privilege granted by this Agreement shall not apply:

(a) Where the owner or operator of a Single-Family Unit, a Multi-Family Unit or a Commercial Premises engages a gardening, landscaping or tree trimming contractor and such contractor, as an incidental part of a comprehensive service provided by such contractor, rather than as a hauling service, removes garden waste generated at such premises in connection with

such service, using the contractor's own vehicles and employees, and arranges for the disposal and/or Recycling of such garden waste in accordance with Applicable Law; or

(b) To any State agency or department, including but not limited to school districts.

2.1.5 Enforcement of Exclusivity of Franchise. The City may, in its sole discretion, enforce the exclusivity provisions of this franchise against third party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall not be liable to Contractor in any manner, including for any costs or damages such as lost revenues or lost profits, should any person or entity refuse to use Contractor's Solid Waste collection services and/or perform collection services in competition with Contractor, and in doing so violates the exclusive grant of franchise given to Contractor in this Agreement, except to the extent that any such conduct results from the City's actions.

2.2 COLLECTION SERVICES PROVIDED BY CONTRACTOR
2.2.1 Solid Waste Collection Services Frequency. To protect the public health and safety, the arrangements made by Contractor with its customers in the Franchise Area for the collection of Solid Waste, shall provide for the collection of all such waste generated or accumulated in residential, commercial, institutional and industrial premises within the Franchise Area at least once per week, except as otherwise required or permitted by Chapter 8.20 of the Colfax Municipal Code

(a) **Single-Family Units.** The Contractor shall collect from all Single-Family Units Solid Waste (except Bulky Waste) which has been placed, kept or accumulated in Contractor-provided Carts, on a weekly basis, or more frequently if required by Chapter 8.20(J) of the Colfax Municipal Code. Contractor shall give Single-Family Unit customers a minimum of two (2) weeks advance written notice of any proposed change in a customer's regular collection day, except for temporary changes due to weather or similar transitory conditions.

(b) **Multi-Family Units.** Contractor shall collect from all Multi-Family Units Solid Waste (except Bulky Waste) which has been placed, kept or accumulated in Solid Waste containers authorized by Contractor, not less often than once per week, except as otherwise required or permitted by Chapter 8.20 of the City Code.

(c) **Commercial.** Contractor shall collect from all Commercial Premises Solid Waste (except Bulky Waste) which has been placed, kept or accumulated in Solid Waste containers authorized by Contractor, not less often than once per week, except as otherwise required or permitted by Chapter 8.20 of the City Code.

(d) Debris Boxes. Contractor shall provide Single-Family Units, Multi-Family Units and Commercial Premises with debris box service upon the customer's request at rates not exceeding those set forth on Exhibit A. The collection schedule may be less often than once per week where the debris box contains only inert (non-putrescible) waste materials and the City Municipal Code permits.

(e) Bulky Waste. Notwithstanding any other provision of this Agreement, (i) Contractor shall not be required to remove items of a size, weight, and bulk (such as automobiles) from the premises of any customer which are not capable of being removed with the regular equipment and manpower employed by Contractor, and (ii) Contractor will not be required to remove waste building material and other rubbish resulting from the construction, alteration or repair of buildings, housemoving or demolition, unless the customer has made independent arrangements with Contractor for debris box service.

Notwithstanding any other provision of this Agreement, Contractor shall not be required to collect Solid Waste from any Person who has been granted an exception from the mandatory subscription requirement set forth in Section 8.20.020 of the City Code.

2.2.2 Recyclable Materials and Green Waste Collection Services. The Contractor is responsible for maintaining the following levels of service for source-separation programs and Recycling education:

(a) Green Waste Collection Program. Contractor shall offer weekly curbside collection of Green Waste by subscription to Single-Family Units, Multi-Family Units and Commercial Premises in City that concurrently subscribe for Solid Waste collection service from Contractor. Contractor shall offer collection of Green Waste from 32-, 64 and 96-gallon Carts, as subscribed for by the customer.

(b) Commercial Cardboard and Office Paper Collection Program. Upon the customer's request, Contractor shall provide an appropriately sized bin for the separate collection of cardboard and office paper to any Commercial Premises in City that concurrently subscribes for Solid Waste collection service from Contractor and that generates one cubic yard or more of cardboard and office paper per month. Collection frequency shall be at the discretion of the Contractor or within 48 business hours of notification by the customer that the bin is full. The service shall be at no additional charge, except that the customer shall be responsible for payment of a one-time set-up charge. Contractor shall provide the customer a fact sheet describing what types of cardboard and paper are acceptable for placement in the bin. Contractor may discontinue this service to any customer that repeatedly discards unacceptable materials in the bin.

(c) Commercial Organic Collection Program. Contractor shall offer at a minimum weekly service of Organic Waste by subscription to Multifamily Units, and Commercial Premises in the City that concurrently subscribe for Solid Waste

collection services from Contractor at no cost to the subscriber. Contractor shall provide the service in a manner that maintains the Public Health & Safety of the community.

(d) Newspaper Drop-Off Bins. Up to five (5) bins for drop-off of newspaper shall be placed by Contractor in locations identified by City. Bins shall be of sufficient size to prevent overflow of materials and shall be serviced and maintained by Contractor for use by the general public. Contractor may discontinue this service at a particular location if a substantial quantity of material other than newspapers is repeatedly discarded at such location, or if Contractor's bins are not reasonably secure. This service shall be at no charge to City.

2.2.3 Location of Waste Receptacles.

(a) Contractor shall not be required to collect Solid Waste, Organic Waste or Green Waste Carts from any location other than curbside, as set forth in Section B.20(E) of the City Code, unless the premises qualifies for the disability exception set forth in Section B.20(F) of the City Code.

(b) Contractor shall not be required to collect bins or roll-off containers from any location other than a location mutually agreed to by Contractor and the customer that complies with Section B.20(G) of the City Code. The fire marshal's approval contemplated by such section shall be deemed given unless and until City notifies Contractor otherwise.

2.2.4 Extra Residential and Commercial Services.

(a) For an additional charge, Contractor shall collect from Residential Units Solid Waste or Green Waste placed in a bag or carton as provided in Section B.20(L) of the City Code, or bundled as provided in Section B.20(M) of the City Code, provided that such waste is set out on the customer's regular collection day next to such customer's Carts. For each such bag, carton or bundle so collected, Contractor shall be entitled to charge the customer an "extra bag fee," in addition to such customer's monthly rate, provided, however, that no "extra bag fee" will be charged for collection pursuant to Section 2.3.11 or collection of Recyclable Materials separated on an item-by-item basis from non-Recyclable Solid Waste and containing less than five percent (5%) non-Recyclable material that is placed in a Contractor-provided "blue bag" and set out on the customer's regular collection day next to such customer's Carts.

(b) If a customer receiving bin service so requests, (i) Contractor shall provide the customer with a bin pickup on a day other than the customer's normal collection day, or (ii) Contractor shall allow the customer to reload a bin and Contractor shall pick up the bin a second time on the customer's normal collection day. In each case, Contractor shall be entitled to charge an "extra empty fee" to the customer for this service, in addition to the customer's monthly rate.

2.2.5 Sanitation Requirements.

(a) Contractor shall not litter any premises or public property in making collections of waste, nor shall any fluids, waste or leachate be allowed to leak, blow or fall from collection vehicles. However, if in spite of normal precautions against spillage, fluids, litter or leachate spills or leaks on any premises or public property, Contractor shall immediately remove the same and clean up the area of spillage. With respect to spillage or leakage of hydraulic fluid, motor oil, or similar fluids, removal and cleanup of the area of spillage or leakage means application of absorbents to mitigate the effects of the spillage or leakage, and does not include removing any stain that may remain after such absorbents have been applied.

(b) Contractor shall, without delay, after removing waste from any container, replace the container in its designated position with its cover on. Contractor shall repair or replace, at its expense, any containers damaged as a result of Contractor's handling thereof, normal wear and tear excepted.

(c) The Contractor shall not permit containers to be thrown from its trucks to the pavement or parkway, nor in any other way permit damage to occur to containers by Contractor's rough or improper handling thereof, normal wear and tear excepted.

(d) Contractor shall close all gates opened by Contractor after making collections, and shall avoid crossing private or public planted areas and climbing or jumping over hedges and fences.

2.2.6 Hours of Collection. Contractor agrees that, in order to protect the peace and quiet of residents, its arrangements for the collection of Solid Waste and Green Waste will provide that collections for residential areas, and for those portions of commercial districts within 50 feet of residential areas, shall not start before 5:00 A.M. or continue after 6:00 P.M., Monday through Friday, or 8:00 A.M. to 6:00 P.M. on Saturday and Sunday, of each week. Contractor's personnel shall make all collections in a quiet and orderly manner and shall incorporate reasonable noise control features in equipment used by Contractor as may be reasonably requested by City. Contractor agrees to reasonably adjust the hours of commencement of collection operations in selected areas at the request of City where early collection activities have generated numerous complaints from nearby residents.

2.2.7 Collection on Holidays. If a customer's regularly scheduled collection day falls on a Legal Holiday, Contractor may provide collection service to such customer on the work day next following such holiday. If Contractor elects to adjust its collection schedule as stipulated herein, all subsequent collection days during that holiday week may be moved back one day in the discretion of Contractor, after Contractor has provided advance written notification to the customers affected by the adjustment.

2.2.8 Medical, Hazardous and Special Wastes. Contractor shall have the non-exclusive right under this franchise, but is not obligated to, collect, transport and dispose of material defined as Hazardous Waste or Special Waste herein. Except for services expressly provided for under this Agreement, if and to the extent Contractor

exercises such right, Contractor shall negotiate separate contracts and rates for Hazardous and Special Waste collection with each individual customer, which rates shall not require advance City approval, but may be reviewed by the City in its discretion at the request of any customer. Contractor shall not engage in the collection of Medical Waste except to the extent expressly provided in this Agreement; however, Contractor may form a separate and independent company to engage in the collection and disposal of Medical Waste. City reserves the right to franchise other parties to perform Hazardous, Medical and Special Waste handling, provided that any such franchises shall be non-exclusive in the case of Medical Waste.

2.2.9 Special Collection Services. City reserves the right to issue a permit for providing special collection and disposal service to a customer if, upon request of the customer, the City determines that the waste generated by said customer or the proposed use or manner of disposal is of such a special nature that it cannot reasonably be collected or disposed of by the Contractor under the terms of this Agreement.

2.2.10 Routes and Changes. Subject to the limitations in this section, the Contractor shall be required to provide Solid Waste and Green Waste collection service to customers only on City-maintained roads, and on non-City maintained private roads that are in a safe and good traveling condition.

(a) Customers whose parcels are not along roads that meet the above standard and who are not receiving curbside collection service from Contractor can make arrangements with Contractor for Contractor to bring their Carts (but not bins or roll-off containers) to a public road for collection by Contractor.

(b) In the event any road is unsafe or in such a state of disrepair that such will be either hazardous or potentially cause injury to the vehicles of Contractor, Contractor shall not be required to provide service to customers on said road.

(c) Upon request by City, Contractor shall provide City a list of customers in the Franchise Area including name, address, route, level of service, and day of collection service. Before any change in the collection schedule on the various routes throughout the Franchise Area is made by the Contractor, Contractor shall obtain the written approval of the City at least two (2) weeks days in advance of such change in the collection schedule. Contractor shall, at its own expense, notify the customers affected by such change in the collection schedule, at least two (2) weeks before such change becomes effective.

2.2.11 Non-Collection Tags. Contractor shall not be required to collect Solid Waste, Organic Waste or Green Waste for any of the following reasons: (i) setout not in compliance with the City Code; (ii) setout otherwise improper (e.g., not in compliance with Sections 2.2.4(a) or (b), container lid not fully closed, etc.); (iii) overweight container; (iv) Contractor reasonably believes that the container contains Hazardous Waste, Medical Waste or Special Waste; or (v) Contractor reasonably believes that a Green Waste or Organic Waste container contains 5% or more of materials not comprising Green Waste or Organic Waste. When Solid Waste, Organic Waste, or

Green Waste is not collected from a customer for any of the above reasons, Contractor shall immediately attach a tag to the container not so collected (if accessible to Contractor) which clearly identifies the reasons for such non-collection. If, after Contractor has placed a non-collection tag on a customer's container, the customer requests that Contractor return to collect the container (properly set-out, and with any contamination removed), then Contractor shall collect such container within one business day of the customer's request, and shall be entitled to charge the customer the "extra empty fee" referred to in Section 2.2.5(b).

2.3 ADDITIONAL OPERATIONS AND SERVICES; MARKETING OF RECYCLABLE MATERIALS; TRANSFER AND DISPOSAL

2.3.1 Street Sweeping. Contractor shall at no charge to City provide street sweeping service to City as specified in this section. Street sweeping shall include the proper permanent disposal of the sweeper contents at the Landfill. Contractor shall sweep all the streets set forth in Exhibit C on the first Thursday of each month, provided that such streets are paved and are in such a condition that Contractor can reasonably service them without risk to persons or property. Streets that are in poor condition may be serviced with the vacuum function of the equipment only. Contractor shall furnish all labor, material and equipment necessary for street sweeping and the proper permanent disposal of the sweeper contents. Contractor shall be the exclusive provider of street sweeping service within the Franchise Area. City and Contractor shall cooperate to provide reasonable notice, on an ongoing basis, to City's residents of street sweeping days and routes so that the number of cars and other obstacles in the street that might hinder the street sweeping may be minimized. Contractor shall not be responsible for sweeping portions of streets that are blocked or covered by cars or other obstacles.

2.3.2 Public Facilities. The Collector shall where necessary provide bins for, and shall collect refuse at least once each week without charge from, those City-owned facilities listed on Exhibit B.

2.3.3 Universal Waste Program. Contractor shall at no additional charge collect Universal Waste once per month at the curbside for residential customers who call in advance to request the service. Universal Waste will be transported to Contractor's Shale Ridge Road facility, the Material Recovery Facility, or another appropriate facility for processing and recycling.

2.3.4 Cooking Oil Program. Contractor shall at no additional charge collect used cooking oil once per month at the curbside for residential customers who call in advance to request the service. The oil must be placed for collection in an appropriate container, such as a plastic one-gallon milk jug, that has been securely closed to prevent leakage or spillage. Used cooking oil will be transported to Contractor's Shale Ridge Road facility, the Material Recovery Facility, or another appropriate facility for processing and recycling.

2.3.5 Motor Oil, Oil Filter, and Antifreeze Program. Contractor shall at no additional charge collect used engine oil, oil filters, and antifreeze once per month at the curbside for residential customers who call in advance to request the service. The fluids

and filters must be placed for collection in an appropriate container that has been securely closed to prevent leakage or spillage. The fluids and filters will be transported to Contractor's Shale Ridge Road facility, the Material Recovery Facility, or another appropriate facility for processing and recycling.

2.3.6 Battery Drop-Off Program. Contractor shall permit Colfax residents and business to drop off used household and car batteries at no charge at Contractor's Shale Ridge Road facility during the facility's regular opening hours (which are currently seven days per week, 8:00 AM to 4:45 PM, except Thanksgiving Day, Christmas Day and New Year's Day). In addition, Contractor will partner with businesses in Colfax to provide drop-off areas in convenient locations such as grocery stores. Contractor will arrange for a minimum of 10 such drop-off locations and will pick up batteries and deliver them to the household hazardous waste facility at the Material Recovery Facility, Contractor's Transfer Station in Auburn, or another appropriate facility.

2.3.7 Special Events. Contractor shall provide Solid Waste collection service for each of the special events listed on Exhibit B once per year at no charge to City. Such service shall consist of provision of containers of the sizes and for the dates specified on Exhibit B, and disposal of their contents at the end of the event.

2.3.8 Emergency Services.

(a) Emergency Street Sweeping. Emergency street sweeping will be provided at a reasonable frequency on an on-call basis at City's request and at no charge to City. Currently, phone numbers of key Contractor employees are in possession of Colfax staff for emergency purposes.

(b) Emergency Dead Animal Pickup. Contractor shall provide equipment and personnel for pickup of dead animals not larger than a deer from public rights of way and transport of the same to the Placer County Animal Shelter in Auburn or other appropriate facility. This service shall be provided at a reasonable frequency on an on-call basis at City's request and at no charge to City.

2.3.9 Sharps Drop-Off Program. Contractor shall permit Colfax residents and business to drop off sharps at no charge at Contractor's Shale Ridge Road facility during the facility's regular opening hours.

2.3.10 Motor Oil Drop-Off Program. Contractor shall permit Colfax residents and business to drop off used motor oil at no charge at Contractor's Shale Ridge Road facility during the facility's regular opening hours, subject to a state-imposed limit of five gallons per drop-off.

2.3.11 Annual Household Hazardous Waste Drop-Off Program. Subject to Contractor's negotiation of a commercially reasonable agreement with a third-party provider of household hazardous waste collection services (the "HHW Provider") reasonably acceptable to City, Contractor shall arrange for an HHW Provider to offer an annual one-day event at which Colfax residents may at no charge drop off household hazardous waste at a location in Colfax to be determined in collaboration with City. The HHW Provider shall transport the household hazardous waste so collected to an

appropriate hazardous waste facility. Notwithstanding any other provision of this Agreement, the HHW Provider shall be solely responsible for all aspects of its activities, and Contractor shall have no liability with respect thereto. Contractor's sole obligation under this Section 2.3.1 shall be to use commercially reasonable efforts to arrange for an HHW Provider to provide the aforementioned services; under no circumstances shall Contractor be required to collect household hazardous waste itself, nor shall the HHW Provider be deemed a subcontractor of Contractor. Contractor shall be responsible for promoting the program via a banner at the City's desired location one (1) month prior to the scheduled event.

2.3.12 Annual Spring Clean-Up Program. Contractor shall offer a spring clean-up event for residential customers one day per year whereby Contractor will at no additional charge collect up to one cubic yard per residence of Solid Waste and Green Waste combined that is set out as described in Section 2.2.5(a). Contractor shall provide notice in the utility billing at least two (2) weeks prior to the scheduled event.

2.3.13 Annual Green Waste Clean-up Program. Contractor shall arrange for the collection of community green waste cuttings on an annual one-day event at which Colfax residents may at no charge drop off green waste cuttings at a location in Colfax to be determined in collaboration with City. The Contractor shall staff the event and transport the green waste material so collected to an appropriate recycling facility. Notwithstanding any other provision of this Agreement, the Contractor shall be solely responsible for all aspects of its activities, and Contractor shall have no liability with respect thereto. Contractor shall provide notice in the utility billing at least two (2) weeks prior to the scheduled event.

2.4 DIRECTION OF DISPOSAL OF SOLID WASTE

Contractor shall deliver to the Materials Recovery Facility all Solid Waste, Organic Waste (after an initial transition period), and Green Waste collected by Contractor pursuant to this Agreement, without sorting or processing any of the same, except that Contractor may remove materials for Recycling purposes or to prevent damage to the Materials Recovery Facility or Contractor's equipment or vehicles. Contractor may use one or more of its transfer stations to effect such deliveries.

2.5 HAZARDOUS WASTE SCREENING AND NOTIFICATIONS

2.5.1 Compliance With Hazardous Waste Laws. The parties hereto recognize that federal, state and local agencies with responsibility for defining Hazardous Waste and for regulating the collection, hauling or disposing of such substances, are continually providing new definitions, tests and regulations concerning these substances. Under this Agreement, it is Contractor's responsibility, directly or through its advisors, to keep current on the regulations regarding such substances, to identify such substances, and to comply with all federal, state, and to the extent not inconsistent with this Agreement, local regulations concerning such substances.

2.5.2 Notice to Agencies Regarding Toxics. Contractor has represented to City that Contractor will carry out its duties to notify all agencies with jurisdiction, including

the California Department of Toxic Substances Control and local emergency response providers, and, if appropriate, the National Response Center, of reportable quantities of Hazardous Waste, found or observed by Contractor in Solid Waste anywhere within the City, including on, in, under or about City's property, including streets, easements, rights of way and City's waste containers. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain reportable quantities of Hazardous Wastes unlawfully disposed of or released on City's property, including streets, storm drains, or public rights of way, Contractor will also immediately notify the Solid Waste Program Manager or his/her designee.

2.5.3 Inspection for Toxics. Contractor shall conduct a visual inspection, consistent with its normal operating procedures, of all Solid Wastes that it collects, transports and/or disposes pursuant to this Agreement for the purpose of discovering, identifying and refusing to collect, transport and dispose of Hazardous Wastes.

2.5.4 No Collection or Disposal of Hazardous Waste. Except as provided in Section 2.2.9, Contractor shall not collect, handle, process, transport, arrange for the transport of or dispose of Hazardous Waste.

2.6 COLLECTION EQUIPMENT

2.6.1 Vehicle Standards. Contractor warrants that it shall provide an adequate number of vehicles and equipment for the collection, transportation, and disposal services for which it is responsible under this Agreement.

(a) All vehicles used by Contractor under this Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted.

(b) Solid Waste collection vehicles shall be washed such that they are maintained in a reasonably clean and sanitary condition. Contractor's name, telephone number and vehicle number shall be visibly displayed on its vehicles.

(c) Loads shall be kept completely covered at all times except when material is being loaded or unloaded, or when vehicles are in route or in the process of collection. Collection vehicles shall be designed and operated while in route in such a manner as to prevent mechanical fluids or Solid Waste, including leachate, from leaking, escaping or spilling. Any spillage of fluids or materials shall be immediately cleaned up by Contractor at Contractor's sole expense to the reasonable satisfaction of the City, and subject to Section 2.2.6(a).

(d) The noise level generated by compaction vehicles using compaction mechanisms during the stationary compaction process shall be such that it does not unreasonably interfere with the quiet enjoyment of nearby properties.

(e) The equipment of Contractor used under this Agreement shall be subject to inspection by City on a semi-annual basis but shall not be subject to any permit fees therefor.

2.6.2 Equipment List. Not more than once per year, upon City's request, Contractor shall provide the City a written list of all collection and transportation equipment (including trucks and containers) being used by Contractor within the Franchise Area, including make and model, age, mileage or hours of operation and type of vehicle.

2.6.3 Low Emissions Requirement. If changes in federal, state or local laws, including, but by no means limited to, the proposed California Air Resources Board Heavy Duty Engine Standards to be contained in CCR Title 13, Section 2020 et seq., and the Federal EPA's Highway Diesel Fuel Sulfur regulations, mandate that Contractor convert or retrofit its collection fleet to use the most cost-effective means to reduce air pollutant emissions, Contractor shall take all necessary steps to so comply, and shall be in full compliance with all other local, state and federal clean air requirements.

3. BILLING AND PAYMENT

3.1 CONTRACTOR BILLING

3.1.1 Billing For Services. Contractor shall bill all customers in the Franchise Area for collection and hauling services provided pursuant to this Agreement at rates not greater than the Maximum Rates set forth on Exhibit A, as adjusted from time to time in accordance with this Agreement. Contractor shall provide itemized bills, distinctly showing charges for all classifications of services provided to the customer, including the charges for late payments, where applicable.

3.1.2 Frequency. Billings must be made no less frequently than every quarter and may be mailed at the beginning of the billing period for all services to residential and commercial customers. If a customer not previously receiving collection service initiates service, the charges for collection service for the period between the commencement of service and the end of the then-applicable billing period shall be added to the next billing period.

3.1.3 Late Charges. All bills issued by Contractor pursuant to this Agreement shall be due and payable by customers upon receipt. A late charge of ten percent (10%) of the amount due shall be imposed on the first day of the third month following the date such bill was due and payable. In addition to such ten percent (10%) amount, an additional late charge of two percent (2%) per quarter of the amount due shall be imposed on the first day of the third month following the date such bill was due and payable, and on each billing due date thereafter, until there is payment in full of the amount due, plus all penalties.

3.2 LIEN PROCEDURE

3.2.1 On or before January 31 of each year, Contractor shall provide City with a listing of all accounts in the Franchise Area with bills more than 60 days past due

("delinquent bills"), together with a formal request for the reimbursement of the same. Such listing shall be in a form approved by City. The amount of a delinquent bill includes all late charges thereon.

3.2.2 On the first Monday in March of each year, City shall, with respect to each then delinquent bill, place a lien on the lot or parcel of land to which Contractor's services were rendered providing for payment in full of the delinquent bill, and shall record such lien with the county recorder. Upon such recording, Contractor shall return the delinquent portion of the customer's account to zero. If the amount of the delinquent bill is paid to City, City shall reimburse Contractor the total amount of the delinquent bill within 60 days of receipt of the same. Contractor shall credit or return to the customer any payments received from such customer after January 31 of each year with respect to delinquent bills.

3.2.3 This Section 3.2 shall survive the expiration or earlier termination of this Agreement until such time as Contractor has been reimbursed in full for all delinquent bills. For the avoidance of doubt, City shall continue to diligently perform its obligations under this Section 3.2 notwithstanding that one party may have notified the other of its intention to terminate this Agreement.

4. PAYMENTS AND RATES

4.1 FEES FOR PROVIDING COLLECTION SERVICES WITHIN THE FRANCHISE AREA

4.1.1 General. Contractor shall be entitled to set rates for all services provided pursuant to this Agreement, provided that such rates do not exceed the Maximum Rates set forth on Exhibit A, as adjusted from time to time pursuant to the terms of this Agreement. As of the Commencement Date, the Maximum Rates shall be as set forth on Exhibit A.

4.1.2 Rate Components. The Maximum Rates shall consist of three distinct rate components: (1) a "Service Cost" component, which reflects all costs incurred by Contractor (other than Disposal and Processing Fees) to perform the services required to be performed by it under this Agreement, and Contractor's profit, (2) a component that reflects Disposal Fees, and (3) a component that reflects Processing Fees.

4.1.3 Exclusive Compensation. Contractor shall obtain, supply and provide all labor, materials, vehicles, equipment, and all other things implied or reasonably necessary to render all of the services and perform all covenants described in this Agreement. The rates charged by Contractor in accordance with this Agreement shall be Contractor's sole and exclusive compensation for its services and performance under this Agreement, and Contractor shall not be entitled to any other compensation for such services and performance, except for revenue from the sale of Recyclables and except as expressly provided for in this Agreement.

4.1.4 Annual Adjustment. The Maximum Rates shall be subject to annual adjustment, commencing on July 1, 2017 and each succeeding July 1st of each year

thereafter during the remaining Term of this Agreement, using the methodology described in Section 4.5 below.

4.2 FRANCHISE FEE

Contractor shall pay to City a Franchise Fee (the "Franchise Fee") as consideration for the exclusive collection franchise granted hereunder. The Franchise Fee shall be ten percent (10%) and shall be calculated as one-eleventh (1/11th) of Contractor's Gross Revenue. The Franchise Fee shall be due and payable quarterly within forty-five (45) days following the end of each quarter. This Section 4.2 is subject to Section 5.6.3.

4.2.1 Franchise Fee Evaluation. An evaluation of Contractor's Franchise Fee payments (the "Franchise Fee Evaluation") may periodically be conducted at the Contractor's expense by an independent certified public accountant selected by the City not to exceed \$7000 per evaluation and approved by the Contractor, such approval not to be unreasonably withheld. Each Franchise Fee Evaluation shall evaluate whether the Franchise Fees have been correctly calculated and paid to the City during the five calendar years immediately preceding the Franchise Fee Evaluation (the "Franchise Fee Evaluation Period"). If a Franchise Fee Evaluation shows that the Franchise Fees paid by Contractor to the City during a Franchise Fee Evaluation Period are less than an amount equal to ten percent (10%) of Contractor's Gross Revenue during that Franchise Fee Evaluation Period, then the Contractor shall, within forty-five (45) days after completion of the Franchise Fee Evaluation, pay the City an amount equal to the difference between an amount equal to ten percent (10%) of Contractor's Gross Revenue during the Franchise Fee Evaluation Period in question and the Franchise Fees paid by Contractor to the City during that same interval or the amount of any overpayment shall be deducted by Contractor from future Franchise Fee payments to the City. The evaluation may be conducted in calendar year 2021 (covering calendar years 2016-2020). Subsequent evaluations may be conducted once every (5) calendar years thereafter, in 2026, 2031, and 2036 (and if the Agreement is extended, 2041, and 2046). Franchise Fee evaluation shall be completed by March 31 of the calendar year in which they are conducted.

4.3 EXTRAORDINARY CHANGES IN COSTS OR REVENUES

4.3.1 In the event that any change in (i) Applicable Law or Environmental Law, (ii) the boundaries of the Franchise Area, or (iii) the locations to which Contractor is required to transport Solid Waste or Green Waste collected pursuant to this Agreement occurs during the Term of this Agreement, and such change results in an increase or decrease in Contractor's costs of performing its obligations under this Agreement or in Contractor's revenues from this Agreement, then Contractor may apply to the City for an increase in Maximum Rates, or City may initiate proceedings to decrease Maximum Rates. The moving party shall submit to the other party a thorough written explanation of the change, the unaccounted for increase or decrease in costs or revenues resulting from such change, and the adjustment in Maximum Rates that such party proposes,

together with such other data and supporting documentation as may be reasonably required to substantiate such party's position.

4.3.2 If Contractor is the moving party, then, upon providing reasonable justification to City that such a change occurred and that it caused Contractor's costs to increase or its revenues to decrease, Contractor shall be entitled to an increase in Maximum Rates in an amount sufficient to cover all Contractor's reasonable increased costs (plus a 10% profit margin) or decreased revenues arising out of or relating to such change from the dates such increased costs or decreased revenues occurred. City shall use its best efforts to ensure that Maximum Rates are so increased within 60 days after Contractor submits its application.

4.3.3 If City is the moving party, then, upon providing reasonable justification to Contractor that such a change occurred and that it caused Contractor's costs to decrease or its revenues to increase, City shall be entitled to reduce Maximum Rates in an amount not greater than Contractor's reasonable decreased costs (plus a 10% profit margin) or increased revenues arising out of or relating to such change from the dates such decreased costs or increased revenues occurred. Contractor shall be entitled to at least 60 days' advance written notice and an opportunity to be heard by and present evidence to the City Council if the City initiates proceedings to reduce Maximum Rates hereunder.

4.4 ADJUSTMENTS FOR CHANGES IN SCOPE

If City wishes Contractor to change its services under this Agreement (including changes to enable City to comply with regulatory changes), or to provide new services, then City shall notify Contractor in writing, and the parties shall negotiate in good faith for a period of 60 days the terms of such new or changed services and the compensation payable to Contractor with respect to such new or changed services. Contractor shall not be required to begin providing such new or changed services until the City Council has adopted Maximum Rates mutually agreed by City and Contractor to compensate Contractor for such new changed services, and such Maximum Rates have taken effect.

4.5 ANNUAL COLA ADJUSTMENT METHODOLOGY

The Service Cost component of each Maximum Rate shall be adjusted for a cost of living adjustment (COLA) effective on July 1st of each year during the Term of this Agreement for the succeeding Operating Year, commencing July 1, 2017. Contractor shall submit its calculation of the COLA to City on or before May 1 of each year.

The COLA shall be determined as follows:

$$\text{COLA} = 0.10 + 0.45 \times (\text{ECIi}/\text{ECIO}) + 0.45 \times (\text{PPIi}/\text{PPIO})$$

OY = Operating Year commencing each July 1st and ending the subsequent June 30th.

ECli = Employment Cost Index, Wages and Salaries, Private Industry, Manufacturing; Production, Transportation, and Material Moving Occupations, Not Seasonally Adjusted (Series ID: CIU20230005000001) as published by the United States Department of Labor, Bureau of Labor Statistics for the fourth quarter of the prior calendar year to the year the adjustment is to be made (e.g., adjustment for July 1, 2017 (OY 17/18) will utilize statistics from the fourth quarter of 2016).

ECIO = Employment Cost Index, Wages and Salaries, Private Industry, Manufacturing; Production, Transportation, and Material Moving Occupations, Not Seasonally Adjusted (Series ID: CIU20230005000001) as published by the United States Department of Labor, Bureau of Labor Statistics for the fourth quarter of the calendar year two years prior to the year the adjustment is to be made (e.g., adjustment for July 1, 2017 (OY 17/18) will utilize statistics from the fourth quarter of 2015).

PPIi = The Producer Price Index, All Commodities, Not Seasonally Adjusted (Series ID: WPU000000000) as published by the United States Department of Labor, Bureau of Labor Statistics for the month of December of the prior Operating Year to the year the adjustment is to be made (e.g., adjustment for July 1, 2017 (OY 17/18) will utilize statistics from December, 2016).

PPIO = The Producer Price Index, All Commodities, Not Seasonally Adjusted (Series ID: WPU000000000) as published by the United States Department of Labor, Bureau of Labor Statistics for the month of December of the Operating Year two years prior to the year the adjustment is to be made (e.g., adjustment for July 1, 2017 (OY 17/18) will utilize statistics from December, 2015).

In the event any of these indices are no longer published, the parties shall confer in good faith to select an alternative index and shall confirm their agreement on a substitute index in writing. If the parties are unable to agree on a substitute index, either party may submit the selection of the substitute index to binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. All percentages shall be computed to the third decimal place and the change in the Maximum Rates shall be calculated to the nearest cent (\$.01).

The COLA applied to the Maximum Rates in any given year shall not under any circumstances exceed four percent (4%). If the COLA as calculated using the foregoing formula exceeds four percent (4%) for a given year, the percentage by which the COLA exceeds four percent in that year shall be carried forward and added onto the next year's COLA percentage resulting from the formula if it is below four percent; provided that the resulting COLA for the following year shall not exceed four percent (4%). There shall be no carry forward of unused COLA percentage increases to a third consecutive year. By way of example, if the COLA for the first year is 4.3%, then .3% shall be carried forward to the second year. If the COLA for the following year as calculated using the formula is 3.8%, then the COLA as applied to Contractor rates and fees in the second year shall be increased to 4.0%, and the remaining 0.1% of the prior year's COLA increase shall not be carried forward to the third year.

If the COLA calculated using the foregoing formula is negative for a given year, Maximum Rates shall not be COLA-adjusted for that year.

4.6 ADJUSTMENT OF DISPOSAL AND PROCESSING FEES

The initial Disposal and Processing Fee components of each Maximum Rate are based on the current per-ton Disposal and Processing Fees, which are set forth on Exhibit A. In the event of a change in the Disposal Fee, the Disposal Fee component of each Maximum Rate shall be increased or decreased, as the case may be, by the percentage increase or decrease in the Disposal Fee. In the event of a change in the Processing Fee, the Processing Fee component of each Maximum Rate shall be increased or decreased, as the case may be, by the percentage increase or decrease in the Processing Fee. All such adjustments shall take effect as of the effective date of the underlying change to the Disposal or Processing Fee. If a change to the Disposal or Processing Fee occurs before Maximum Rates can be adjusted, Contractor shall be entitled to factor any increased costs incurred as a result of the delay into the Maximum Rate adjustment made pursuant to this Section 4.6.

Either party may initiate proceedings to adjust Maximum Rates pursuant to this Section 4.6. The moving party shall submit to the other party a written description of the change in Disposal or Processing Fees, reasonable documentation evidencing the change, and the moving party's calculations of the adjustment in Maximum Rates (and in the Disposal or Processing Fee component thereof) resulting from the change. Upon provision of such information and documentation, and confirmation of the correctness of such calculations, the moving party shall be entitled to the adjustment contemplated by this section. City shall use its best efforts to ensure that any increase in Maximum Rates under this section occurs within 60 days after Contractor submits its application therefor. If City initiates proceedings to reduce Maximum Rate hereunder, Contractor shall be entitled to at least 60 days' advance written notice and an opportunity to be heard by and present evidence to the City Council.

4.7 DELAY IN RATE ADJUSTMENTS

If City does not cause a Maximum Rate adjustment to which Contractor is entitled under this Agreement to take effect (i) on July 1, in the case of COLA adjustments, (ii) sixty (60) days after Contractor submits its application for such adjustment, in the case of adjustments pursuant to Section 4.3 or 4.6, or (iii) as provided in this Agreement, in the case of other adjustments, then, in addition to any other available remedies under this Agreement or at law, such adjustment shall be increased to account for the shortfall in revenues resulting from such delay, plus interest on the shortfall at the Wall Street Journal Prime Rate plus 2%, adjusted annually.

5. GENERAL PROVISIONS

5.1 RECORDS AND ACCOUNTING

5.1.1 Service Records. Contractor shall maintain all records generated by it relating to the services provided hereunder, including, but not limited to, customer lists and records, billing records, route maps/route listings, AB 939 records, service records,

operating statistics, and customer complaint records, for a period of five (5) years from the date of the generation of each such record, except that records of customer complaints need only be maintained for a period of twenty-four (24) months as provided in Section 5.4.2(b). The City or its agent(s) shall have the right, upon ten (10) business days advance written notice, to inspect all such records that reasonably relate to Contractor's compliance with the provisions of the Agreement. Such records shall be made available to City for inspection at Contractor's regular place of business during Contractor's regular business hours. City shall treat all information provided by Contractor pursuant to this paragraph as confidential information to the maximum extent permitted by Applicable Law, and such information shall not be used or disclosed by City except as expressly authorized hereby. City shall not make or retain copies or photocopies containing information set forth in Contractor's confidential records without executing a confidentiality agreement acceptable to Contractor providing that City shall hold and keep such copies and photocopies confidential. The confidentiality agreement shall be negotiated in good faith between the City and Contractor.

5.1.2 Public Records. Nothing in this section will prevent City from allowing public access to City's records as provided for under the California Government Code, provided that City complies with this Section 5.1. If City receives a request under the California Public Records Act, or by subpoena, for any information made available to City under this Section 5.1, City shall provide five (5) days notice to Contractor before releasing the information, to permit Contractor to object to the release of the information requested or subpoenaed. If any dispute arises as to the disclosure of or public access to information provided by Contractor under the terms of this Agreement, the City shall disclose or provide public access to said information only after offering the defense of any claims made against the City for disclosure of or public access to said information to Contractor.

5.1.3 City Access to Customer Lists. Upon reasonable notice or as otherwise agreed herein, and at those times designated by the City, Contractor shall supply to the City lists of the names of all customers of Contractor who are provided any service by Contractor within the Franchise Area. At the same or other time, the City may request, and the Contractor shall provide, information specifying each customer's address, type of service provided to that customer, the number and type of authorized Solid Waste containers used by or provided to each customer, and whether the customer is delinquent in payments.

5.2 REPORTS

5.2.1 Annual Reports. Within one hundred and twenty (120) days after the end of each Operating Year, Contractor shall submit to the City a written annual report, in a form approved by City, including, but not limited to, the following information:

- (a) A summary of the previous year's activities (or in the case of the initial year, the initial year's activities), including, but not limited to, services begun or discontinued during the Operating Year, and the number of customers for each class and level of service;

(b) A list of Contractor's officers and members of its Board of Directors.

5.2.2 Other Information. Contractor shall submit to the City such other information or reports with respect to Contractor's performance of its obligations hereunder in such forms and at such times as the City may reasonably request. All reports and records required under this or any other section shall be furnished by the Contractor, and the expense therefor in the gathering and preparation of such information, reports and records shall be Contractor's.

5.2.3 AB 939 Requirements. During the Term of this Agreement, Contractor shall submit to City semi-annually, or more often if required by law, information that Contractor is required by law or by the express terms of this Agreement to collect, and that is reasonably required by City to meet its reporting obligations imposed by AB 939, and the regulations implementing AB 939, in a manner approved by City. Contractor agrees to submit such reports and information in a format compatible with City's computers if reasonably requested by City.

5.2.4 Failure to Report. The refusal, failure or neglect of the Contractor to file any of the reports required hereunder, or to provide material information to City as required hereunder, or the intentional inclusion of any materially false or misleading statement or representation made knowingly by the Contractor in any report hereunder, shall be deemed a material breach of this Agreement, and shall subject the Contractor to all remedies, legal or equitable, which are available to the City under this Agreement, subject to Contractor's right to receive notice and an opportunity to cure as provided in Section 5.9.

5.3 PRIVACY

5.3.1 Privacy of Customer Information. Contractor shall use reasonable efforts to observe and protect the rights of privacy of customers. Information identifying individual customers, or the composition or contents of a customer's Solid Waste or Green Waste, shall not be intentionally revealed to any Person, private agency or company, unless upon the request of federal or state law enforcement personnel, the authority of a court of law, by statute, or upon valid authorization of the customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939, or any other reports requested by the City under this Agreement or required or requested by any governmental agency.

5.3.2 Mailing Lists. Contractor shall not market or distribute outside the normal course of its business mailing lists with the names and addresses of customers.

5.4 PUBLIC ACCESS TO CONTRACTOR

5.4.1 Office Hours. Contractor shall maintain an office open to the public and customers at 12305 Shale Ridge Road in Auburn, California. Contractor's office hours shall be, at a minimum, from 8:00 A.M. to 12:00 P.M., and from 1:00 P.M. to 4:30 P.M. daily, on all collection days, excluding holidays. A representative of Contractor shall be

available during office hours for communication with the public at Contractor's principal office. Contractor shall also provide City with an emergency telephone number for use during other than normal business hours. Contractor shall have a representative, informative answering device or answering service available at said after-hours telephone number during all hours other than normal office hours.

5.4.2 Service Complaints.

(a) All customer complaints shall be directed to Contractor. Contractor shall record all complaints received by mail, by telephone, or in person (including date, name, address of complainant and nature of complaint). Contractor agrees to use commercially reasonable efforts to resolve all complaints by the close of business of the second business day following the date on which such complaint is received. Service complaints may be investigated by the Solid Waste Program Manager or his/her designee if a settlement satisfactory to the complainant and the Contractor is not reached, and the complainant refers the matter to the Solid Waste Program Manager or his/her designee for review.

(b) Contractor will maintain records listing the date of all customer complaints, the name and address of the customer, the nature of the complaint, and when and what action was taken by the Contractor to resolve the complaint. All such records shall be maintained for a period of twenty-four (24) months. Contractor shall provide complaint records to City upon request.

(c) The Solid Waste Program Manager or his/her designee may determine if a customer's complaint referred to him or her pursuant to Section 5.4.2(a) is justified, and if so, what reasonable remedy, if any, shall be imposed. The remedy under this section shall be limited to a rebate of the customer's payments to Contractor (or a portion thereof) related to the period Contractor breached any of the terms of this Agreement with respect to the customer, provided that the statute of limitations under Applicable Law shall not have expired, and provided further that the customer notifies Contractor within 30 days of the breach.

5.4.3 Government Liaison Person. The Contractor shall designate a "government liaison person" who shall be responsible for working with the Solid Waste Program Manager or his/her designated representative to resolve consumer complaints.

5.4.4 Regular Meetings With City. At the reasonable request of City, Contractor shall meet with the City to discuss matters of mutual concern, including, but not limited to, problems in Contractor's service, City's compliance with AB 939 and future planning. The person attending these meetings on behalf of Contractor shall be vested with sufficient authority to make decisions binding on Contractor.

5.5 COMPLIANCE WITH LAWS AND REGULATIONS

Contractor warrants that in performing its obligations under this Agreement it will comply in all material respects with all Applicable Laws in effect during the Term of this Agreement, including implementing regulations, as they may, from time to time, be

amended, and it will comply in all material respects with all local laws and regulations applicable to Contractor to the extent they are not inconsistent with the terms of this Agreement. Contractor shall comply with all final and binding judgments entered against Contractor regarding its services performed under this Agreement. Nothing in this Section 5.5 shall be deemed to limit Section 5.6.3.

5.6 INDEMNIFICATION

As used in this section, "City Indemnified Parties" means the City and its City Council, officers, directors, employees, agents, consultants, representatives, successors and assigns.

5.6.1 Indemnification of City. Contractor shall defend, indemnify, and hold the City Indemnified Parties harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including reasonable attorney's fees and costs (collectively, "Claims") incurred, brought for, or on account of, injuries to or death of any person, including, but not limited to, workers, City employees, and the public, or damage to property, in each case to the extent such Claims are caused by Contractor's failure to perform its obligations under this Agreement, Contractor's failure to comply with Applicable Law in the performance of this Agreement, or Contractor's negligence or willful misconduct, in each case, except to the extent such Claims are caused by the negligence or willful misconduct of any City Indemnified Parties, and except as expressly prohibited by statute. The foregoing indemnity shall apply if the Claim is caused by the joint negligence of any City Indemnified Parties and Contractor, but only to the extent of Contractor's negligence. This duty of Contractor to indemnify and save City Indemnified Parties harmless includes the duties to defend set forth in California Civil Code Section 2778.

5.6.2 Hazardous Substance Indemnification. Contractor shall protect, defend (with counsel selected by Contractor and reasonably acceptable to City), indemnify and hold harmless the City Indemnified Parties from and against all claims for actual damages, natural resources damages, punitive damages, restitution, injuries, costs, response costs, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to reasonable attorney's and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, the City Indemnified Parties, arising out of or resulting from the release or threatened release by Contractor of any Hazardous Waste or Hazardous Materials collected, transported, received, and/or disposed of by Contractor in connection with this Agreement, including, without limitation, any repair, cleanup, detoxification, or preparation and implementation of any removal, remedial, response, closure, corrective action or other plan (regardless of whether undertaken due to governmental action) pertaining to any such release. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response and Liability Act ("CERCLA"), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect and hold harmless and indemnify the City Indemnified Parties from liability. This

provision shall survive the termination of this Agreement between Contractor and the City. The foregoing indemnity shall not have any dollar limitation. The foregoing indemnity is for the exclusive benefit of the City Indemnified Parties and in no event shall such indemnity inure to the benefit of any third party. The foregoing indemnity shall supersede any other environmental indemnities of the Contractor under this Agreement. The foregoing indemnity shall not apply with respect to: (1) any Hazardous Waste or Hazardous Materials generated by the City and delivered by the City to Contractor; or (2) the disposal or release of Hazardous Materials or Hazardous Waste, which disposal or release has resulted from the active negligence or willful misconduct of City. Nothing in these exclusions shall be deemed a waiver of any other rights or claims the City may have against Contractor independent of this indemnity.

5.6.3 Proposition 218.

(a) Notwithstanding any other provision of this Agreement or Applicable Law, Contractor shall have no indemnity, defense or other obligation or liability to any City Indemnified Party with respect to, and City shall hold Contractor harmless against, any Claims arising out of, relating to or caused by City's alleged or actual failure to comply with Article XIII C or XIII D of the California Constitution, including without limitation any action, suit or other proceeding alleging any such failure.

(b) If a court ruling, majority protest, initiative or referendum (each, a "Restriction") prevents Maximum Rates from being established or increased as required by this Agreement, or reduces Maximum Rates from the levels otherwise required by this Agreement, then: (i) either City or Contractor may terminate this Agreement upon two years' prior written notice to the other, (ii) the Franchise Fee shall be reduced by the amount of revenue lost to Contractor by reason of the Restriction, and (iii) if the amount of revenue lost to Contractor by reason of the Restriction exceeds the Franchise Fee, the Franchise Fee shall be reduced to zero, and the parties shall promptly meet and negotiate in good faith to reduce service levels commensurate with the rates that Contractor may legally charge.

(c) If an action, suit or other proceeding is filed or initiated alleging that City or Contractor failed to comply with, or that any provision of this Agreement is inconsistent with, Article XIII C or XIII D of the California Constitution, then either City or Contractor may terminate Contractor's obligation to pay the Franchise Fee upon written notice to the other. If a court rules that the Franchise Fee is inconsistent with Article XIII C or XIII D, then Contractor shall cease paying the Franchise Fee to the extent doing so would be inconsistent with Article XIII C or XIII D. If Contractor's obligation to pay the Franchise Fee is terminated or ceased by operation of this Section 5.6.3(c), then the parties shall cooperate to reduce Maximum Rates commensurately within 60 days of such termination.

(d) Contractor shall not be liable to City for any reduction in or non-payment of the Franchise Fee by reason of the operation of this Section 5.6.3, nor shall any such reduction or non-payment invalidate this Agreement. Nothing

in this Agreement shall be deemed or construed to be an admission by City or Contractor that Articles XIII C or XIII D of the California Constitution apply to the rates charged by Contractor under this Agreement.

5.6.4 Survival. This Section 5.6 shall survive the expiration or termination of this Agreement.

5.7 INSURANCE

5.7.1 Insurance Coverage. Contractor, at Contractor's sole cost and expense, shall procure from an insurance company or companies admitted to do business in the State of California and subject to the regulation of the California Insurance Commissioner and shall maintain in force at all times during the Term the following types and amounts of insurance:

(a) Workers' Compensation and Employer's Liability. Contractor shall maintain workers' compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. Contractor shall maintain Employer's Liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per accident or disease.

(b) General Liability and Automobile Liability. Contractor shall maintain comprehensive Commercial General Liability insurance with a combined single limit of not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate covering all claims and all legal liability for Personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of Contractor's performance of, or its failure to perform, services under this Agreement.

The insurance required by this subsection shall include:

- (i) Premises Operations (including X, C and U coverages;
- (ii) Products and Completed Operations, protecting against possible liability resulting from use of Recyclable Materials by another Person;
- (iii) Personal Injury Liability with Employment Exclusion deleted; and
- (iv) Broad Form Blanket Contractual, with no exclusions for bodily injury or property damage.

Contractor shall also maintain Automobile Liability Insurance for each of Contractor's vehicles used in the performance of this Agreement, including owned, non-owned, leased or hired vehicles, in the minimum amount of Five Million Dollars (\$5,000,000) combined single limit per accident.

The Commercial General Liability and Automobile Liability insurance required by this section shall be written on an "occurrence" (or in the case of Automobile Liability, on

an "accident" basis), rather than a "claims made" basis, if such coverage is readily obtainable for a commercially reasonable premium. If it is not so obtainable, Contractor must arrange for an extended reporting period ("tail coverage") to protect the City from claims filed within one (1) year after the expiration or termination of this Agreement relating to incidents that occurred prior to such expiration or termination.

(c) Pollution Liability. Contractor shall purchase and thereafter maintain, so long as such insurance is available on a commercially reasonable basis, Pollution Liability insurance in the amount of Two Million Dollars (\$2,000,000) covering liability arising from the sudden and accidental release of pollution at Contractor's Transfer Station in Auburn.

(d) Property Insurance Policy. Contractor shall maintain comprehensive (fire, theft and collision) property insurance covering the vehicles and the machinery and equipment that is owned by Contractor and used in providing service to the City under this Agreement, with a deductible or self-insured retention of not greater than Fifty Thousand Dollars (\$50,000).

All insurance companies required by this section shall be issued by an insurance company or companies admitted to do business in California, subject to the regulation by the California Insurance Commissioner, and with a rating in the most recent edition of Best's Insurance Reports of size category X or larger, and a rating classification of A- or better, except for the Pollution Liability policy which may be issued by any company subject to the approval of City, which approval shall not be unreasonably withheld. The City Risk Manager may waive some or all of these conditions, in his sole discretion, if Contractor provides evidence that the required insurance cannot be obtained for a commercially reasonable price from a company or companies that meet(s) the forgoing qualifications.

5.7.2 Required Endorsements

(a) The Worker's Compensation policy shall contain an endorsement in substantially the following form:

(i) "Insurer waives all right of subrogation against the City and its officers and employees for losses arising from work performed for the City."

(b) The Commercial General Liability policy shall contain endorsements in substantially the following form:

(i) "The City, its officers, employees, and agents are additional insureds on this policy."

(ii) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the City, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."

(iii) "Inclusion of the City as an insured shall not affect the City's rights as respects any claim, demand, suit or judgment brought or recovered against contractor. This policy shall protect Contractor and the City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the insurer's liability as set forth in the policy beyond the amount shown or to which the insurer would have been liable if only one party had been named as an insured."

(c) The Property Insurance policy shall contain the following endorsement:

(i) Waiver of subrogation against the City.

5.7.3 Delivery of Proof of Coverage. No later than ten (10) business days after the execution of this Agreement by the parties, Contractor shall furnish the City certificate(s) of insurance covering each policy of insurance required under this Section 5.7, in form and substance reasonably satisfactory to the City. Each such certificate shall show the type and amount of coverage, effective dates and dates of expiration of policies, and all required endorsements. If the City requests, copies of each policy, together with all endorsements, shall also be promptly delivered to the City. At City's request, Contractor shall furnish updated certificates to the City to demonstrate maintenance of the required coverages throughout the Term of this Agreement.

5.7.4 Other Insurance Requirements.

(a) In the event any services hereunder are delegated by Contractor to a subcontractor, Contractor shall require all such subcontractors to provide statutory workers' compensation insurance and employer's liability insurance for all of the subcontractor's employees engaged in the work. The general liability insurance required by this section shall cover Contractor's liability for acts of its subcontractors or each subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this section.

(b) Contractor shall comply with all requirements of the insurers issuing policies and shall require its subcontractors to do so. The carrying of insurance shall not relieve Contractor from any obligation under this Agreement, including those imposed by this Section 5.7. If any Claim is made by any third Person against Contractor or any subcontractor on account of any occurrence related to this Agreement, Contractor shall promptly report the facts in writing to the insurance carrier and to the City. If Contractor fails to procure and maintain any insurance required by this Agreement, the City may take out and maintain, at Contractor's expense, such insurance as is required hereunder and deduct the cost thereof from any monies due Contractor.

5.8 RIGHTS OF CITY TO PERFORM DURING EMERGENCY

5.8.1 Emergency Collection. Should Contractor, for any reason whatsoever, including the occurrence or existence of force majeure as defined in Section 5.14.1, refuse or be unable to collect, transport and dispose of all or a substantial portion of the

Solid Waste which it is obligated under this Agreement to collect, transport and dispose of for a period of more than seventy-two (72) hours, and if as a result thereof, Solid Waste should accumulate in the Franchise Area to such an extent, in such a manner, or for such a time that the Solid Waste Program Manager in the exercise of his/her reasonable discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then in such event City shall have the right, upon twenty-four (24) hour prior written notice to Contractor, solely during the period of and to the extent of Contractor's failure to perform, to contract on a temporary basis with third parties to collect and transport any and all Solid Waste which Contractor would otherwise be obligated to collect and transport pursuant to this Agreement.

5.8.2 Contractor to Cooperate. Contractor agrees that in such event described in Section 5.8.1 above, it will fully cooperate with City and its third-party contractor to facilitate such contractor's operations in as smooth and efficient a fashion as is practicable.

5.8.3 Contractor to Pay Increased Costs. All costs, fees, rates and other expenses incurred by the City that exceed those which would have been incurred by City had the event described in Section 5.8.1 above not arisen, shall be the responsibility of the Contractor, and shall be paid to the City within thirty (30) days of Contractor's receipt of written notice to so pay, except where the reason for Contractor's failure to perform was due to force majeure as defined in Section 5.14.1 or other circumstances or event outside of Contractor's control, and provided that Contractor shall be entitled to continue to collect and retain rates payable by customers during the period of Contractor's failure to perform.

5.9 TERMINATION

5.9.1 Default by Contractor. Each of the following shall constitute a Default under this Agreement on the part of the Contractor:

(a) **Material Breach of Contractor's Obligations.** The material failure or refusal of Contractor to comply with the obligations and duties imposed on Contractor pursuant to this Agreement, subject to the following: In the event of any such material failure or refusal, City and Contractor shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree on an informal resolution or cure of the breach, such material failure or refusal shall constitute a Default if:

(i) The City shall have given prior written notice to the Contractor specifying that a particular material failure or refusal to perform exists which will, unless corrected, constitute a Default on the part of the Contractor under this Agreement; and

(ii) The Contractor has not corrected such material failure or refusal within thirty (30) days or, if such material failure or refusal is not reasonably capable of being cured within said thirty day period, has not taken reasonable steps to commence to correct the same within thirty

days from the date of the notice given pursuant to this section, and thereafter does not diligently continue to take reasonable steps to correct such material failure or refusal.

(b) **Events of Insolvency.** The Contractor (a) being or becoming insolvent or bankrupt, or ceasing to pay its debts as they mature, or making an assignment for the benefit of its creditors, or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or (b) being or becoming a party to a voluntary or involuntary bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Contractor under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty (60) days; or (c) taking any action approving of, consenting to, or acquiescing in any such proceeding; or (d) being a party to the levy of any distress, execution or attachment upon the property of the Contractor which shall substantially interfere with the Contractor's performance hereunder. In the event of the Contractor being or becoming insolvent or bankrupt, the Contractor shall (i) assume or reject this Agreement within sixty (60) days after the order for relief; (ii) if assigned, promptly cure any failure to perform its obligations or any event of default arising under this Agreement for reasons other than the event set forth in this paragraph; and (iii) if assigned, provide adequate assurance of future performance under this Agreement under 111 USC Section 365(b)(1)(c), or any successor provision of the Federal Bankruptcy Code. The foregoing provisions shall not prevent the City from requesting such other conditions to assumption of this Agreement, as it deems reasonable and necessary.

5.9.2 **No Waivers.** Any waiver of a Default shall not be deemed to be a waiver of any subsequent Default or to be construed as approval of a course of conduct.

5.9.3 **Termination.** Upon the occurrence of a Default and the declaration of termination of this Agreement by the City Council, this Agreement and the franchise granted hereunder shall be of no further force and effect, excepting those obligations of each party to the other which in order for such party to reasonably carry them out should survive termination of this Agreement, including, but not limited to the parties' rights to indemnity and City's right to temporarily assume Contractor's obligations and City's obligations under Section 3.2. City then shall be free to enter into whatever other arrangements are deemed by City to be justified and necessary for the collection, removal and disposal of Solid Waste within the Franchise Area.

5.9.4 **Default by City.** Each of the following shall constitute a Default under this Agreement on the part of the City:

(a) **Material Breach of City's Obligations.** The material failure or refusal of City to comply with the obligations and duties imposed on City pursuant to this Agreement, subject to the following: In the event of any such material failure or refusal, City and Contractor shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree

on an informal resolution or cure of the breach, such material failure or refusal shall constitute a Default if:

(i) The Contractor shall have given prior written notice to the City specifying that a particular material failure or refusal to perform exists which will, unless corrected, constitute a Default on the part of the City under this Agreement; and

(ii) The City has not corrected such material failure or refusal within thirty (30) days or, if such material failure or refusal is not reasonably capable of being cured within said thirty day period, has not taken reasonable steps to commence to correct the same within thirty days from the date of the notice given pursuant to this section, and thereafter does not diligently continue to take reasonable steps to correct such material failure or refusal.

Upon the occurrence of a City Default, Contractor may terminate this Agreement upon two years' prior written notice to City, and upon such termination, this Agreement and the franchise granted hereunder shall be of no further force and effect, excepting those obligations which expressly survive termination of this Agreement.

Under no circumstances, in the event of a City Default, shall the City be liable to Contractor for any consequential or incidental damages, or for any lost revenues or profits of Contractor.

5.10 NO SUBCONTRACTING

Contractor shall not subcontract or delegate to any other Person, other than an Affiliate of Contractor, the performance of any of Contractor's services, operations, obligations, covenants or duties under this Agreement, unless Contractor has previously obtained the City's written consent thereto.

5.11 ENTIRE COMPENSATION

Contractor shall perform all services, operations, obligations, covenants, duties and all other acts and things required of Contractor under this Agreement, for rates not exceeding the Maximum Rates described in this Agreement, and shall not be entitled to any other compensation, payments or consideration of any kind, except for revenue from the sale of Recyclables and except as expressly set forth in this Agreement.

5.12 MISCELLANEOUS PROVISIONS

5.12.1 Force Majeure. Notwithstanding any other provision herein, Contractor shall not be in breach of or default under this Agreement in the event that the collection services of Contractor or any other obligations of Contractor hereunder are temporarily interrupted or discontinued for reasons outside the reasonable control of the Contractor, including, but not limited to, riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides and fires, strikes, lockouts and other labor disturbances, excessive snow, acts of God, or other similar or

dissimilar events which are beyond the reasonable control of Contractor. Such other events do not include the financial inability of the Contractor to perform, or the failure of the Contractor to obtain any necessary permits or licenses from other governmental agencies or to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor. In the event a labor disturbance interrupts collection, transportation and/or disposal of Solid Waste by Contractor as required under this Agreement, City may elect to exercise its rights under Section 5.8 of this Agreement.

5.12.2 Independent Contractor. Contractor is an independent contractor, and not an officer, agent, servant or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor. Neither Contractor nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or other benefits which accrue to City's employees.

5.12.3 Non-Discrimination: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

5.12.4 Law to Govern; Venue. The internal laws of the State of California, irrespective of choice of law principles, shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Placer, unless otherwise agreed to by both parties in writing. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Eastern District of California.

5.12.5 Fees and Gratuities. Contractor shall not, nor shall it permit any agent, employee or subcontractor employed by it to, request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of Solid Waste otherwise required to be collected under this Agreement not provided for in this Agreement.

5.12.6 Prior Agreements and Amendments. No amendment of this Agreement shall be valid unless it is made in writing and duly executed by the parties. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no promises, representations, warranty or covenant not included in this Agreement have been or are relied upon by either party.

5.12.7 Compliance With Colfax Municipal Code. Contractor shall comply with those provisions of the Colfax Municipal Code which are applicable, and with any and all amendments to such applicable Colfax Municipal Code provisions during the Term of this Agreement, provided that such provisions are not inconsistent with the terms of this Agreement.

5.12.8 Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by facsimile or

United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City: City Manager
City of Colfax 33 South Main Street Colfax, CA 95713
Facsimile No: (530) 346-6214

To Contractor: John Rowe, General Manager Recology Auburn Placer
P.O. Box 6566 Auburn, CA 95604
Facsimile No: (530) 885-1922

The address to which communications may be delivered may be changed from time to time by a notice to the other party in accordance with this section. Notice shall be deemed effective on the date personally served or sent by facsimile or, if mailed, three (3) business days from the date such notice is deposited in the United States mail.

5.12.9 Savings Clause and Entirety. If any non-material provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

5.12.10 Exhibits Incorporated. Exhibits A, B and C attached hereto are incorporated in this Agreement by reference.

5.12.11 Joint Drafting. This Agreement was drafted jointly by the parties to the Agreement.

5.12.12 Judicial Review. Nothing in this Agreement shall be construed to prevent either party from seeking redress to the Courts for the purposes of legal review of administrative proceedings in regard to rate setting or City's actions taken pursuant to this Agreement, or for the purpose of interpreting or enforcing the provisions contained in this Agreement.

5.12.13 Successors and Assigns. Subject to the other terms and conditions herein, this Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and trustees of the City and Contractor.

5.12.14 Survival. All confidentiality and indemnification provisions of this Agreement shall survive the expiration or termination of this Agreement.

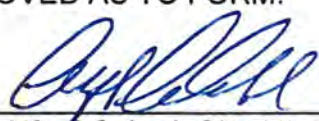
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IN WITNESS THEREOF, City and Contract have executed this Agreement this 14th day of July, 2016.

CITY OF COLFAX

By: 
John B Schempf, City Manager

APPROVED AS TO FORM:

By: 
Alfred Cabral, City Attorney

RECOLOGY AUBURN PLACER (Contractor)

By: 
Michael Sangiacomo
President and Chief Executive Officer

Recology
Reviewed by:

Legal

By: 
Cary Chen
Senior Vice President, General Counsel, Corporate Secretary

CITY OF COLFAX

Exhibit A

PROPOSED -EFFECTIVE JULY 14, 2016
RESIDENTIAL RATES

	Service Cost	Disposal Fees	Processing Fees	Total
1 -32-Gallon Can	\$8.91	\$9.58	\$0.30	\$18.79
2 -32-Gallon Can	\$12.88	\$13.86	\$0.43	\$27.17
3 -32-Gallon Can	\$16.85	\$18.13	\$0.57	\$35.55
4 -32-Gallon Can	\$20.87	\$22.46	\$0.70	\$44.03
32-Gallon Cart	\$9.24	\$9.95	\$0.31	\$19.50
64-Gallon Cart	\$13.26	\$14.27	\$0.45	\$27.98
96-Gallon Cart	\$17.28	\$18.59	\$0.58	\$36.46

Senior Citizen

1 -32-Gallon Can	\$7.29	\$7.84	\$0.25	\$15.37
1 -32-Gallon Cart	\$7.62	\$8.20	\$0.26	\$16.07

Extra Charge

Bag (extra per pick-up)	\$2.06	\$2.22	\$0.07	\$4.35
Can (extra per pick-up)	\$2.06	\$2.22	\$0.07	\$4.35
Toter (extra per pick-up)	\$2.06	\$2.22	\$0.07	\$4.35
32-Gallon Green Waste (extra per pick-up)	\$1.45		\$1.60	\$3.05
Off Schedule Pickup - Container	\$36.00			\$36.00
Bulk Item Pickup – each addition pickup	\$73.00	\$27.00		\$100.00
Bulk Item Pickup – off schedule pickup	\$153.00	\$27.00		\$180.00
Temporary Automated Container	\$36.00			\$36.00
Steam Clean Automated Container	\$60.00			\$60.00
Repair Container (Lid)	\$20.00			\$20.00
Repair Container (Other)	\$20.00			\$20.00
Replace Container (32-Gallon)	\$40.00			\$40.00
Replace Container (64-Gallon)	\$45.00			\$45.00
Replace Container (96-Gallon)	\$50.00			\$50.00

CITY OF COLFAX

PROPOSED -EFFECTIVE JULY 14, 2016
MULTI-FAMILY RATES

	Service Cost	Disposal Fees	Processing Fees	Total
1 -32-Gallon Can	\$8.91	\$9.58	\$0.30	\$18.79
2 -32-Gallon Can	\$12.88	\$13.86	\$0.43	\$27.17
3 -32-Gallon Can	\$16.85	\$18.13	\$0.57	\$35.55
4 -32-Gallon Can	\$20.87	\$22.46	\$0.70	\$44.03
64-Gallon Cart (\$13.99/unit, up to 2 units)	\$13.26	\$14.27	\$0.45	\$27.98
96-Gallon Cart (\$13.99/ unit, up to 3 units)	\$19.89	\$21.41	\$0.67	\$41.97
2-yard bin (\$13.17/ unit, up to 12 units)	\$74.90	\$80.60	\$2.54	\$158.04

Extra Charge

Can (per pick-up)	\$4.02	\$4.32	\$0.14	\$8.48
Off Schedule Pickup – Container	\$36.00			\$36.00
Off Schedule Pickup – Bin	\$120.00			\$120.00
Bulk Item Pickup – each addition pickup	\$73.00	\$27.00		\$100.00
Bulk Item Pickup – schedule pickup	\$153.00	\$27.00		\$180.00
Temporary Automated Container	\$36.00			\$36.00
Steam Clean Automated Container	\$60.00			\$60.00
Repair Container (Lid)	\$20.00			\$20.00
Repair Container (Other)	\$20.00			\$20.00
Replace Container (32-Gallon)	\$40.00			\$40.00
Replace Container (64-Gallon)	\$45.00			\$45.00
Replace Container (96-Gallon)	\$50.00			\$50.00

CITY OF COLFAX

PROPOSED -EFFECTIVE JULY 14, 2016
COMMERCIAL RATES

Frequency (Pickups per Week)

SIZE	1	2	3	4	5
1 Cubic Yard	\$ 52.28	\$ 94.54	\$ 141.07	\$ 192.50	\$ 249.16
Disposal Fees	41.08	74.29	110.86	151.27	195.80
Processing Fees	1.52	2.75	4.10	5.59	7.24
Total	\$ 94.88	\$ 171.57	\$ 256.02	\$ 349.36	\$ 452.19
2 Cubic Yards	\$ 91.64	\$ 176.06	\$ 268.94	\$ 371.11	\$ 483.50
Disposal Fees	72.02	138.35	211.34	291.63	379.95
Processing Fees	2.66	5.11	7.81	10.78	14.04
Total	\$ 166.32	\$ 319.52	\$ 488.09	\$ 673.52	\$ 877.49
3 Cubic Yards	\$ 134.41	\$ 253.36	\$ 372.40	\$ 491.52	\$ 610.72
Disposal Fees	105.62	199.10	292.65	386.26	479.94
Processing Fees	3.90	7.36	10.81	14.27	17.73
Total	\$ 243.93	\$ 459.82	\$ 675.86	\$ 892.05	\$ 1,108.39
3 Cubic Yards EOW	\$ 68.89				
Disposal Fees	51.13				
Processing Fees	2.00				
Total	\$ 125.02				
4 Cubic Yards	\$ 172.29	\$ 314.78	\$ 457.18	\$ 599.51	\$ 741.76
Disposal Fees	135.39	247.36	359.27	471.12	582.90
Processing Fees	5.00	9.14	13.28	17.41	21.55
Total	\$ 312.69	\$ 571.28	\$ 829.73	\$ 1,088.04	\$ 1,346.21
5 Cubic Yards	\$ 210.59	\$ 400.90	\$ 591.20	\$ 781.48	\$ 971.75
Disposal Fees	165.49	315.04	464.59	614.12	763.65
Processing Fees	6.12	11.64	17.17	22.69	28.22
Total	\$ 382.19	\$ 727.52	\$ 1,072.95	\$ 1,418.30	\$ 1,763.62
6 Cubic Yards	\$ 248.88	\$ 487.02	\$ 725.21	\$ 963.45	\$ 1,201.74
Disposal Fees	195.58	382.72	569.90	757.12	944.38
Processing Fees	7.23	14.14	21.06	17.98	34.90
Total	\$ 451.68	\$ 883.88	\$ 1,316.17	\$ 1,748.55	\$ 2,181.02
7 Cubic Yards	\$ 287.17	\$ 573.14	\$ 859.22	\$ 1,145.42	\$ 1,431.73
Disposal Fees	225.67	450.40	675.22	900.12	1,125.12
Processing Fees	8.34	16.64	24.95	33.26	41.57
Total	\$ 521.18	\$ 1,040.18	\$ 1,559.39	\$ 2,078.81	\$ 2,598.43

CITY OF COLFAX**PROPOSED -EFFECTIVE JULY 14, 2016****COMMERCIAL RATES****DEBRIS BOXES**

	Service Cost	Disposal Fees	Total
20 Cu Yd – 3 Ton Limit	\$162.22	\$204.00	\$366.22
30 Cu Yd – 3.5 Ton Limit	\$218.72	\$238.00	\$456.72
40 Cu Yd – 4 Ton Limit	\$275.21	\$272.00	\$547.21
Temporary Bins			
4 Cu Yd – 1/2 Ton Limit	\$98.91	\$27.50	\$126.41
5 Cu Yd – 1/2 Ton Limit	\$110.78	\$27.50	\$138.28
6 Cu Yd – 3/4 Ton Limit	\$124.07	\$41.25	\$165.32
7 Cu Yd – 3/4 Ton Limit	\$138.96	\$41.25	\$180.21

PROPOSED -EFFECTIVE JULY 14, 2016**COMMERCIAL RATES****EXTRA SERVICES**

	Servicing Costs	Disposal Fees	Processing Fees	Total
96-Gallon Green Waste Cart (per month)	\$17.63		\$14.37	\$32.00
Overweight Fee -per ton	\$15.95	\$68.00		\$83.95
Bulk Item Pickup -On Schedule	\$73.00	\$27.00		\$100.00
Bulk Item Pickup -Off Schedule	\$153.00	\$27.00		\$180.00
Off Schedule Pickup -Bin	\$120.00			\$120.00
Bin Relocation	\$80.00			\$80.00
Bin Cancellation within 24 hours of delivery	\$37.00			\$37.00
Bin Service Fee if Bin Exceeds Weight Limit	\$37.00			\$37.00
Rental Fee -Bin -Kept> 1 week -per day	\$5.00			\$5.00
Rental Fee -Debris Box -Kept> 1 wk/day	\$5.00			\$5.00
7yd Cardboard Recycling Container -Set up	\$150.00			\$150.00

**Recology Auburn Placer
CITY of COLFAX
Rate Components
Rate Year July 14, 2016 through June 30, 2017**

Annual Increase -Rate Year 2016-2017	
Cost of Living Increase	0.000%
Other	0.000%
Other	0.000%
TOTAL INCREASE	0.000%

** Old Landfill Rate (See Note 1)	\$ 68.00
** New Landfill Rate (See Note 1)	\$ 68.00
Landfill Increase	\$0.00
% Increase	0.00%

** Old Green Waste Rate	\$ 35.00
** New Green Waste Rate	\$ 35.00
Green Waste Increase	\$0.00
% Increase	0.00%

Street Sweeping	0.00%
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** Note 1 Landfill Rates Applicable to Debris Boxes and C&D:

Landfill Rate -Debris Box and C&D			
Old Rate	\$46.00	New Rate	\$46.00

Franchise Fee		
Description	New	Old
Actual	0.0%	0.0%
Calc Factor	0.0000	0.0000

Densities		
Type	New	Old
Can	35	35
Toter	70	7-
Bag	18	18
Yard – Commercial	150	150
Yard – Dbox	272	272
Unlimited Can	90	90
Unlimited Toter	90	90
C & D Bin	150	150
Other		

Recology Auburn Placer
CITY of COLFAX
Cost of Living Increase
For Rate Year July 1, 2016 through June 30, 2017
City of Colfax Format

BASIC FORMULA

$$\text{COLA} = 0.1 \text{ Fixed Cost} + .45 \times (\text{ECIi} / \text{ECIO}) + .45 \times (\text{PPIi} / \text{PPIO})$$

Rounding: to 3 decimal places per basic agreement	0.0010
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First Cost of Living Adjustment will take effect July 1, 2017 and will be for FY July 1, 2017 through June 30, 2018

City Facilities & Special Events

Exhibit B

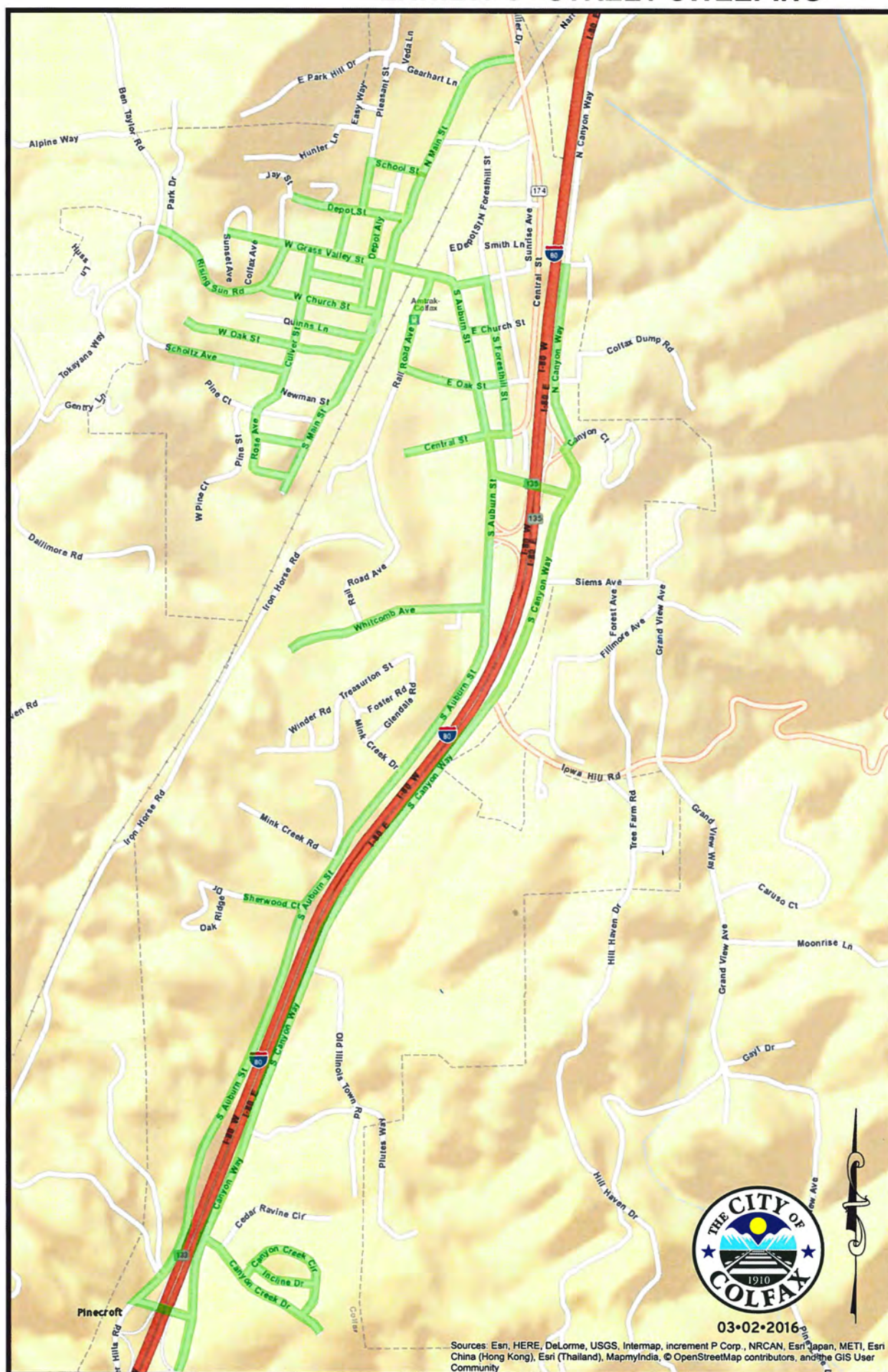
City Facilities:

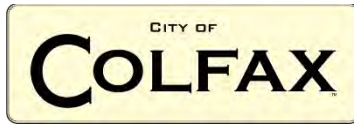
Address	Facility	Containers	Frequency
33 W. Church	Fire Station	2 cans	1x/week on Wed.
250 Rising Sun	Corp. Yard	6 yd bin	1x/week on Wed
250 Rising Sun	Corp. Yard	30 yd Green Waste	As needed
101 Park Hill Dr.	Baseball Field	4 yd bin	1x/week on Wed
23550 Grandview Way	WWTP	20 yd bin sludge	1x/week on Wed

Special Events:

Event	Date(s)	Maximum Number of Containers
Independence Day	July 3 or July 4	7 bins -various sizes
Railroad Days / Founder's Day	2 days in September/October	7 bins -various sizes
Winter Fest	1st Saturday in December	7 bins -various sizes
Brew Fest	October 15	7 bins -various sizes
Spring Green Festival	1 day in May	2 bins -various sizes

EXHIBIT C - STREET SWEEPING





Staff Report to City Council

FOR THE JULY 22, 2026, REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Kathy Pease, AICP, Planning Consultant
Subject: Residential Care Facilities Zoning Ordinance Amendment

Budget Impact Overview:

N/A:	Funded:	Un-funded: √	Amount:	Fund(s):
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RECOMMENDED ACTION: 1) Approve the second reading of an Ordinance to amend the Zoning Code; Section 17.64 and 17.72.020 Residential Zone Use types and permitted uses for residential care facilities, to be effective 30 days after adoption.

Summary/Background

The City Council considered the ordinance amendment at a public hearing on May 27, 2026. The City Council voted unanimously to approve the ordinance.

The proposed ordinance would amend Sections 17.64.080 (Residential use types), and 17.72.020 (Residential zone districts permitted uses), of Title 17 (Zoning) of the Colfax Municipal Code to:

1. Eliminate the separate definitions and requirements for small versus large Community Care Facilities and to create a single set of requirements for all Community Care Facilities; and
2. Allow Community Care Facilities as a residential use by right, regardless of size, consistent with state law, in both the residential zoning districts.

This change comes from identified Housing Element implementation strategies 6.13, which states the city will eliminate the size requirement and make this use by right in the residential districts. The text from the Housing Element is shown here:

JULY 2021

Responsibility: Planning/Building

Time Frame: Ongoing as projects are processed through the Planning Department. Amend the Zoning Ordinance within one year from adoption.

Financing: City General Fund

Quantified Objective: 2 low-income units, 2 moderate- income units – 1 each in an area of high opportunity

6.13: Residential Care Facilities. Amend the Zoning Ordinance to establish a ministerial permit process for residential care facilities for seven or more persons and ensure these facilities are only subject to those restrictions that apply to other residential uses of the same type in the same zone. The City will also remove the 12- person maximum capacity requirement and ensure all requirements are consistent with State Law. Residential care facilities are still subject to state licensing requirements.

Responsibility: Planning/Building

Time Frame: Amend the Zoning Ordinance within one year of adopting the Housing Element

Financing: City General Fund

Discussion

California Community Care Facilities (CCFs) are licensed, non-medical residential homes providing 24-hour care, supervision, and services to children and adults with special needs, disabilities, or those requiring assistance with daily living. Regulated by the Community Care Licensing Division of the California Department of Social Services. These facilities include adult residential facilities, senior care, and children's residential homes, as further defined by Health and Safety Code Section 1502(a).

CCFs provide support for daily living, personal care, and supervision. For individuals with developmental disabilities, services are categorized into levels (e.g., Levels 2-4) based on the need for care, supervision, and training. CCFs can be “small” or “large,” ranging from typical residential homes to multi-story buildings. A “small” Community Care Facility currently means a CCF serving six or less persons, whereas a “large” Community Care Facility is a CCF serving between seven and 12 persons.

Specifically the California Government Code states that:

a)(1) Whether or not unrelated persons are living together, a residential care facility that serves six or fewer persons shall be considered a residential use of property for the purposes of this chapter. In addition, the residents and operators of the facility shall be considered a family for the purposes of any law or zoning ordinance that relates to the residential use of property pursuant to this chapter.

(5) No conditional use permit, zoning variance, or other zoning clearance shall be required of a residential care facility that serves six or fewer persons that is not required of a family dwelling of the same type in the same zone.

The proposed ordinance is a minor amendment which would eliminate the “small” versus “large” distinction for CCFs. By eliminating the distinction between small and large CCFs, the City will allow all CCFs to be a residential use by right in the Residential zones, regardless of size.

Fiscal

This action has a small impact on the City’s General Fund as a result of this amendment. Staff time to prepare the draft ordinance would be paid for through the General Fund.

Environmental Review

The City of Colfax finds that adoption of this ordinance does not constitute a "Project" as that term is defined by 14 Cal. Code Regs., § 15378, or used in CEQA, the CEQA Guidelines or any court of attorney general opinion construing the same. Accordingly, the City of Colfax finds that the provisions of CEQA and the CEQA Guidelines are not applicable to said action. In the event that it is found that the said action constitutes a "Project" as defined by or used in CEQA or the CEQA Guidelines, the City of Colfax hereby finds that said action is exempt from compliance with CEQA and the CEQA Guidelines, for the following reasons: The action falls within the “common sense” CEQA exemption provided in 14 Cal. Code Regs., § 15061(b)(3) in that CEQA applies only to projects for which it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment. It can be seen with certainty that adoption of this ordinance and its provisions cannot possibly have a significant effect on the environment.

Public Noticing

State law requires a 20-day notice for hearings on proposed zoning ordinances and amendments. A copy of the hearing notice was published in the paper greater than 20-days in advance of the meeting in accordance with Government Code section 65854, subdivision (b).

Attachments

1. Ordinance Cover

Exhibit A Zoning Code Amendment Ordinance

**CITY OF COLFAX
ORDINANCE NO. ____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
COLFAX AMENDING SECTIONS 17.64.080 (RESIDENTIAL USE
TYPES), 17.72.020 (RESIDENTIAL ZONE DISTRICTS PERMITTED
USES), 17.74.020 (PERMITTED USE TYPES), AND 17.108.040
(PARKING SPACE REQUIREMENTS BY USE TYPE) OF TITLE 17
(ZONING) OF THE COLFAX MUNICIPAL CODE REGARDING
COMMUNITY CARE FACILITIES**

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

Section 1. Code Amendment.

Sections 17.64.080 (Residential use types), 17.72.020 (Residential zone districts permitted uses), 17.74.020 (Permitted use types), and 17.108.040 (Parking requirements by use type) of Title 17 (Zoning) of the Colfax Municipal Code are hereby amended as set forth in Exhibit A, attached hereto and by this reference incorporated herein.

Section 2. Superseding Provisions.

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

Section 3. Severability.

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

Section 4. California Environmental Quality Act (CEQA) Findings.

The City of Colfax finds that adoption of this ordinance does not constitute a "Project" as that term is defined by 14 Cal. Code Regs., § 15378, or used in CEQA, the CEQA Guidelines or any court of attorney general opinion construing the same. Accordingly, the City of Colfax finds that the provisions of CEQA and the CEQA Guidelines are not applicable to said action. In the event that it is found that the said action constitutes a "Project" as defined by or used in CEQA or the CEQA Guidelines, the City of Colfax hereby finds that said action is exempt from compliance with CEQA and the CEQA Guidelines, for the following reasons: The action falls within the "common sense" CEQA exemption provided in 14 Cal. Code Regs., § 15061(b)(3) in that CEQA applies only to projects for which it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment. It can be seen with certainty that adoption of this ordinance and its provisions cannot possibly have a significant effect on the environment.

Section 5. Effective Date.

This Ordinance shall take effect 30 days after final adoption.

Section 6. Certification.

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

The foregoing ordinance was introduced at a duly held regular meeting of the City Council of the City of Colfax on the 27 day of May 2026 and passed and adopted at a duly held regular meeting of the City Council on the 22 day of July 2026, by the following vote:

AYES:
NOES:
ABSENT:

Caroline McCully
Mayor

APPROVED AS TO FORM:

ATTEST:

Conor Harkins
City Attorney

City Clerk

Exhibit A

The following Sections of the Colfax Municipal Code are hereby amended to read as follows, with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

17.64.080 - Residential use types.

A. Accessory Dwelling Unit.

B. Caretaker/employee housing, includes permanent or temporary housing that is secondary or accessory to the primary use of the property. Such housing is used for caretakers employed on the site of a non-residential use where a caretaker is needed for security or to provide twenty-four-hour care or monitoring of facilities, equipment, or other conditions on the site.

C. California Community Care Facility (CCF). Any facility, place, or building that is maintained and operated to provide nonmedical residential care, day treatment, adult daycare, or foster family agency services for children, adults, or children and adults, including, but not limited to, the physically handicapped, mentally impaired, incompetent persons, and abused or neglected children, and as further defined under Health and Safety Code Section 1502(a).

~~C. Community care facility, small. A dwelling where non-medical care is provided to six or fewer persons on a twenty-four-hour basis. Small community care facilities shall be licensed by the state department of social services.~~

~~D. Community care facility, large. A dwelling where non-medical care is provided to no less than seven and no more than twelve (12) persons on a twenty-four-hour basis and which is operated and occupied by the owners. Large community care facilities shall be licensed by the state department of social services, shall permit no more than two persons per bedroom and shall be designed so as to be compatible with the residential character of the neighborhood.~~

D~~E~~. Dwelling, includes a room or group of internally connected rooms that have sleeping, cooking, eating, and sanitation facilities, but not more than one kitchen, which constitutes an independent housekeeping unit, occupied by or intended for one household on a long-term basis. Types of dwellings include single-family

dwelling, duplexes, multifamily dwellings, mobilehomes, condominiums, and townhouses, all of which are separately defined.1.Multifamily, includes a building designed and intended for occupancy by three or more families living independently of each other, each in a separate dwelling unit, which may be owned individually or by a single landlord. Includes apartments, condominiums, townhomes, rowhouses, triplexes and fourplexes.2.Single-family, includes a detached building designed exclusively for occupancy by one family.3.Two-family, includes a duplex, or other buildings designed for occupancy by two families living independently of each other, where both dwellings are located on a single lot.

E.F. Efficiency units, includes a room or group of internally connected rooms that have independent sleeping, cooking, eating and sanitation facilities, which constitutes an independent housekeeping unit, occupied by or intended for one household on a long-term basis.

E.G. Family day care homes, small, includes a private single-family dwelling where care, protection and supervision of eight or fewer minor children is provided for periods of less than twenty-four (24) hours or as otherwise provided by state law.

G.H. Family day care homes, large, includes a private single-family dwelling where care, protection and supervision of nine and up to, and including, fourteen (14) children is provided for periods of less than twenty-four (24) hours or as otherwise provided by state law (see also Chapter 17.160).

H.I. Junior Accessory Dwelling Unit.

I.J. Live/work, includes units that are occupied by business operators who live in the same structure that contains commercial activity. The units function primarily as a workspace with incidental residential accommodations.

J.K. Mobilehome park, includes any site that is planned and improved to accommodate two or more mobilehomes used for residential purposes, or on which two or more mobilehome lots are rented, leased, or held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, to accommodate mobilehomes used for residential purposes.

KL. Rooming and boarding houses, include the renting of individual bedrooms within a dwelling by a property owner or other manager in residence to three or more people, whether or not meals are provided; or a single-family dwelling occupied by six or more unrelated people, living together as a single housekeeping unit; by prearrangement for definite periods, with compensation.

LM. Single-room occupant. Lodging establishments providing a room(s) which does not include a kitchen or bathroom. These establishments include a communal bathroom and may have a communal kitchen and/or living area. This is not a temporary or transitional housing type and is typically found on the second story above a retail use.

MN. Supportive housing. "Supportive housing" means housing with no limit on length of stay, that is occupied by the target population as defined in Health and Safety Code Section 53260(d), and that is linked to on- or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live, and when possible, work in the community. (California Health and Safety Code Section 50675.14(b).) 1. Target Population. Adults with low-income having one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for services provided under the Lanterman Development Disabilities Services Act and may, among other populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals existing from institutional settings, veterans or homeless people. (California Health and Safety Code Section 53260(d).)

NO. Transitional housing. "Transitional housing" and "transitional housing development" means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. (California Health and Safety Code Section 50675.2(h).)

17.72.020 - Residential zone districts permitted uses

RESIDENTIAL USE TYPES	R-1	R-M	R-MHS
Accessory Dwelling Unit (see also Junior ADU)	P	P	-
Community Care Facilities, ~~Small~~	P	P	P
Dwelling ⁽⁶⁾			
Multi-Family	-	P	-
Single-Family	P	P	P
Employee Housing	P	P	P
Family Day Care Homes, Small	P	P	P
Family Day Care Homes, Large ⁽³⁾	AP	AP	AP
Junior Accessory Dwelling Unit	P	P	-
Low-Barrier Navigation Centers	–	P ⁽¹⁰⁾	–
Mobilehome Park	-	-	CUP
Rooming and Boarding House	-	P	-
Supportive and Transitional Housing	P	P	P
Single Room Occupancy (SRO)	–	CUP	–

COMMERCIAL USE TYPES	R-1	R-M	R-MHS
Commercial Recreation, Residential Recreation Facilities	CUP	CUP	CUP
Community Care Facility	<u>P</u>	P	-
Lodging Services	AP	AP	-
Long-Term Care Facility	-	CUP	-
Neighborhood Commercial	-	CUP	-

17.74.020 – Permitted use types

RESIDENTIAL USE TYPES	MU-1	MU-2
Community Care Facilities; ~~small~~ ⁽¹⁾	<u>P</u>	<u>P</u>
Dwelling		
Accessory Dwelling Unit	P ⁽¹⁾	P
Junior Accessory Dwelling Unit	P ⁽¹⁾	P
Multi-Family	P ⁽¹⁾	P
Single-Family	P ⁽¹⁾	P
Employee Housing	P ¹	P ¹
Family Day Care Homes, Small	P ⁽¹⁾	P
Family Day Care Homes, Large ⁽⁷⁾	P ⁽¹⁾	P
Low-Barrier Navigation Centers	P ⁽²⁾	P ⁽²⁾

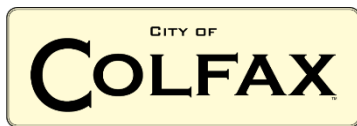
RESIDENTIAL USE TYPES	MU-1	MU-2
Rooming and Boarding House	P ⁽¹⁾	P
Supportive and Transitional Housing	P ⁽¹⁾	P

17.108.040 – Parking space requirements by use type

3. Residential use types shall provide off-street parking spaces as follows:

RESIDENTIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Accessory Dwelling Units	See Chapter 17.196
Caretaker/Employee Housing	2 per dwelling
Community Care Facility, ~~Small~~	2 per dwelling
Community Care Facility, ~~Large~~	2 per dwelling plus 0.5 per sleeping room (a maximum of 2 spaces may be located within the front setback)
Dwelling	
Multifamily	
Studio	1.5 per unit, plus guest parking (see below)
1 Bedroom	1.5 per unit, plus guest parking (see below)
2+ Bedrooms	2 per unit, plus guest parking (see below)
Senior Citizen Apartments	1 per unit, plus guest parking (see below)
Guest Parking	Projects with 10 or more dwelling units shall provide 1 additional space for each 10 dwelling units or portion thereof

RESIDENTIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Single-Family	2 per dwelling
Family Day Care Home, Small	2 per dwelling plus 1 space for loading
Family Day Care Home, Large	2 per dwelling plus 1 space per employee not residing in the home, plus loading areas as required by Section 17.160.020B.
Mobilehome Park	2 per dwelling unit plus 1 guest space for each 10 dwelling units or portion thereof
Rooming and Boarding Houses	2 per dwelling plus 0.5 per sleeping room (a maximum of 2 spaces may be located within the front setback)
Transitional and Supportive Housing	1 per staff member on-site during the largest shift plus one space for each bedroom



Staff Report to City Council

FOR THE JULY 22, 2026 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Council Consideration to Recombine Economic Development – Community Support and Events Appropriations into a single budget line item rather than maintained as two separate appropriations.

Budget Impact Overview:

N/A:	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Provide direction to staff

Summary/Background

This item has been continued from the July 8, 2026 City Council meeting. During the meeting a question came up regarding if staff can take direction from council during a workshop without an official vote. In California, the Ralph M. Brown Act does not require a city council to take a formal vote in order to provide direction to staff during a workshop or study session. If, during a properly noticed workshop, a clear majority of the council expresses the same policy preference or instructs staff to perform a task, staff may reasonably interpret those comments as direction to proceed with work that is within staff's administrative authority.

On May 21, 2026 a budget workshop was held at City Hall to discuss the FY 2026-27 budget. The Budget Workshop provided the City Council and the public with an opportunity to review and discuss the proposed Fiscal Year 2026–2027 Operating and Capital Improvement Budget.

One of the primary purposes of a budget workshop is for the City Council to provide direction to staff regarding the proposed budget before it is brought back for formal adoption.

In California, as long as the workshop has been properly noticed under the Ralph M. Brown Act and the budget is on the agenda, the Council may discuss the proposed budget and provide direction to staff. However, there is an important distinction between providing direction and taking formal action.

During a budget workshop, the Council may:

- Request that staff increase or decrease funding for specific programs or projects.
- Ask staff to evaluate the addition or elimination of positions.
- Direct staff to identify cost-saving measures or additional revenue opportunities.
- Prioritize or reprioritize capital improvement projects.
- Request additional financial information or alternative budget scenarios.
- Direct staff to revise the proposed budget and return with an updated version for adoption.
-

Generally, unless the agenda specifically includes an action item and the Council chooses to act, the workshop itself is **not** the meeting where the budget is adopted. Instead, staff uses the Council's direction to revise the proposed budget, which is then presented at a subsequent meeting for formal consideration and adoption.

At the Budget Workshop, the City Council directed staff to reallocate \$15,000 from Department 110 – City Council, account number 8263, Economic Development, by reducing that appropriation to \$15,000 and transferring the remaining \$15,000 to Department 100 – Central Services, account number 8257, Events. Staff incorporated these changes into the proposed budget and returned the revised budget to the City Council for adoption on June 10, 2026.

Following a motion by Councilmember Sean Lomen and a second by Mayor Pro Tem Larry Hillberg, the City Council adopted Resolution No. 25-2026 approving the Fiscal Year 2026–2027 Budget. During the discussion, Mayor Pro Tem Hillberg requested that staff return at a future meeting with an item for Council consideration regarding whether the Economic Development – Community Support and Events appropriations should be recombined into a single budget line item rather than maintained as two separate appropriations.

Staff is requesting Council provide direction on whether to proceed with option:

- A. Keep the existing FY 2026-27 adopted budget intact with \$15,000 in Department 110 – City Council, account number 8263, Economic Development, and \$15,000 to Department 100 – Central Services, account number 8257, Events.
- B. Recombine the \$15,000 that was reallocated to Department 100 – Central Services, account number 8257, Events with the \$15,000 in Department 110 – City Council, account number 8263, Economic Development, as originally presented in the budget workshop.
- C. A completely different alternative to reallocating the \$30,000 budgeted in the adopted FY 2026-27 Budget.

Recommendation

City Council to approve the selected option by motion.

Attachments:

1. Resolution 25-2026 Adopting the Annual Operating Budget for Fiscal Year 2026–2027

City of Colfax

City Council

Resolution № 25-2026

ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2026-2027

WHEREAS, the proposed budget for the City of Colfax is entitled “Annual Operating Budget, Fiscal 2026-2027”, a copy of which is on file in City Hall for public review; and,

WHEREAS, the proposed expenditures shown in the summaries of expenditures by fund which is attached hereto are hereby appropriated to the departments, offices and operations in the amount and for the objects and purposes as set forth in the budget document; and,

WHEREAS, it is ordered that a copy of this Resolution and the budget documents be made available for public review in Colfax City Hall and that the budget document be certified by the City Clerk and filed in the Office of the City Clerk; and,

WHEREAS, this Resolution is required for the orderly operation and maintenance of municipal activities and the usual and current expenses of the City during the Fiscal Year 2026-2027 beginning July 1, 2026 and ending June 30, 2027; and,

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax adopts the Fiscal Year 2026-2027 Annual Operating Budget.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 10th of June 2026 by the following vote of the Council:

AYES: Councilmembers Kim Douglass, Sean Lomen, Mayor Pro Tem Larry Hillberg and Mayor Caroline McCully
NOES: None
ABSTAIN: None
ABSENT: Councilmember Trinity Burruss

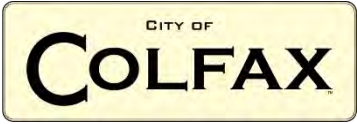


Caroline McCully, Mayor

ATTEST:



Gabrielle Christakes, City Clerk



Staff Report to City Council

FOR THE JULY 22, 2026 REGULAR COUNCIL MEETING

From: Conor Harkins, City Attorney
Prepared by: Conor Harkins, City Attorney
Subject: Adoption of Sales Tax and Resolution Submitting Measure to Voters

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt tax ordinance; adopt resolution submitting ordinance to voters

Summary/Background

On July 8, 2026, the City introduced an ordinance to impose a one percent transactions and use tax (a sales tax) to fund maintenance of streets, sidewalks, and other infrastructure in the public right-of-way. Section 3.06.010 designates the ordinance the Streets and Sidewalks Transactions and Use Tax Ordinance. Section 3.06.030(E) of the ordinance describes its purpose. Section 3.06.170 establishes separate fund, the Streets and Sidewalks Tax Fund for the sales tax revenue and describes how the revenue will be spent (the expenditure plan). Sections 3.06.180 and 3.06.190 provide transparency and accountability measures requested by the City Council — annual independent audits of Streets and Sidewalks Tax Fund and a Citizen Oversight Committee to report on compliance with the purpose and expenditure plan.

The Council must adopt the Streets and Sidewalks Transactions and Use Tax Ordinance by 4/5 vote before it can be submitted to voters. If the Council adopts the ordinance, it should also adopt a resolution calling an election on the ordinance. The attached resolution:

- Calls an election on the Streets and Sidewalks Transactions and Use Tax Ordinance
- Requests the County consolidate the election with the November 3, 2026 general election and directs the City Clerk, as the City’s elections official, to work with the County to conduct the election
- Authorizes the City Council to submit an argument in favor of the sales tax measure
- Directs the City Attorney to prepare an impartial analysis
- Provides notice of the deadlines for the public to submit ballot arguments on the tax measure

Deadlines to submit arguments for or against the Streets and Sidewalks Transactions and Use Tax Ordinance are as follows:

Recommendation

1. Adopt sales tax ordinance
2. Adopt the resolution calling the election on the ordinance and asking the County to consolidate the election with the November general election

Fiscal Impacts

None

Attachments:

- Ordinance imposing one percent transactions and use tax

- Resolution calling election on transactions and use tax

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLFAX
IMPOSING A ONE PERCENT TRANSACTIONS AND USE TAX FOR THE
CONSTRUCTION, IMPROVEMENT, MAINTENANCE, REPAIR, AND REPLACEMENT
OF STREETS, SIDEWALKS, ROADWAYS, AND OTHER PUBLIC INFRASTRUCTURE IN
THE PUBLIC RIGHT-OF-WAY TO BE ADMINISTERED BY THE CALIFORNIA
DEPARTMENT OF TAX AND FEE ADMINISTRATION

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

Section 1. Code Addition. Chapter 3.60 is hereby added to title 3 of the Colfax Municipal Code to read as follows:

3.60.010 – Title. This ordinance shall be known as the Streets and Sidewalks Transactions and Use Tax Ordinance. The city of Colfax hereinafter shall be called “City.” This ordinance shall be applicable in the incorporated territory of the City.

3.06.020 – Operative Date "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance. For purposes of Revenue and Taxation Code section 7265, this ordinance shall be considered adopted on the date of the election in which it is approved by the qualified voters of the City.

3.06.030 – Purpose. This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.91 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if two-thirds of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions

and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

E. To provide transactions and use tax revenue to fund construction, improvement, maintenance, repair, and replacement of streets, sidewalks, roadways, and other public infrastructure within the public right-of-way, and for implementation and administration of the ordinance.

3.06.040 – Contract with State. Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.06.050 – Transactions Tax Rate. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1% (one percent) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.06.060 – Place of Sale. For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.06.070 – Use Tax Rate. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 1% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.06.080 – Adoption of Provisions of State Law. Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.06.090. Limitations on Adoption of State Law and Collection of Use Taxes. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.06.100 – Permit Not Required. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.06.110 – Exemptions and Exclusions.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

- a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

- b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any

foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.06.120 – Amendments. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

3.06.130 – Enjoining Collection Forbidden. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.06.140 – Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

3.06.150 – Effective Date. This ordinance relates to the levying and collecting of the City transactions and use taxes and shall take effect immediately.

3.06.160 – Termination Date. The authority to levy the tax imposed by this ordinance shall be in effect until ended by voters. .

3.06.170 – Expenditure Plan.

A. All proceeds of the streets and sidewalks tax imposed by this chapter shall be accounted for and paid into a special fund designated the Streets and Sidewalks Tax Fund for construction, installation, maintenance, repair, reconstruction, replacement, and improvement of streets, sidewalks, curbs, gutters, roadways, and other public infrastructure and improvements located within or appurtenant to the public right-of-way. Such maintenance and improvement includes pavement sealing and overlays; drainage repair and erosion control; maintenance and repair of sewer mains in the right-of-way that fall within the City's responsibility; sweeping; vegetation maintenance; trash removal; repair or replacement of ADA facilities, sidewalks, curb ramps, bridges, signs, traffic signals, streetlights, and other appurtenances associated with the public right-of-way; widening of shoulders for safety and the inclusion of bicycle and pedestrian facilities within the right-of-way; and such other treatments as are necessary to provide for ongoing public use of the public right-of-way and the infrastructure within it.

B. Eligible construction, installation, and maintenance expenses include planning; design; right-of-way and easement acquisition; environmental review; permitting; payment to consultants, construction contractors, and other third-party construction and maintenance entities; payment for planning, design, right-of-way acquisition, and environmental professionals; purchases of equipment, material, and supplies; reimbursement of direct City staff expenses; expenses associated with land acquisition or easements necessary for the construction or maintenance of the public infrastructure described herein; and other ancillary expenses related to the design, environmental clearance, permitting, construction, or maintenance of the public right-of-way and the infrastructure within it.

C. The City is hereby authorized to incur indebtedness in the form of bonds, notes, contractual obligations, or other evidences of indebtedness authorized by law to finance or refinance the costs of the construction, installation, maintenance, repair, reconstruction, replacement, and improvement authorized by this Expenditure Plan, and to pay any and all costs of issuing or incurring such indebtedness, to fund reserve funds, capitalized interest, costs of credit enhancement, costs of interest rate hedging arrangements, or any other financing costs

associated with such indebtedness. Such indebtedness shall be solely payable from, and may be secured by a pledge and lien on, the proceeds of the tax levied and imposed hereunder.

D. Proceeds from the from the tax imposed by this chapter may be also be used to fund implementation of this chapter, including the annual audit of the Streets and Sidewalks Tax Fund and any stipends the City Council may approve for the Citizen Oversight Committee.

3.06.180 – Audit and Review. The proceeds of the tax imposed by this ordinance, as well as the expenditure thereof, shall be audited independently each year. The results of the audit shall be presented to the Citizen Oversight Committee at a meeting that is open to the public.

3.06.190 – Citizen Oversight Committee.

A. Establishment and Composition.

1. There is hereby established a Citizen Oversight Committee. Within three months after the City Council declares the result of an election approving this ordinance, the City Council shall appoint the members of the committee. The Committee shall consist of three members, each of whom shall be a resident of the City of Colfax. The City Council may by resolution adopt qualifications in addition to residency (e.g., no conflicts of interest; no City employment) for committee members. Members shall serve one-year terms. The City Council shall fill vacancies for unexpired terms. The City Council has discretion to remove committee members for cause.

2. If, after making a good-faith effort to identify City residents who are willing to serve on the Citizen Oversight Committee, the City Council is unable to appoint three members or fill a vacancy on the committee, the City Council shall adopt a resolution describing its efforts to recruit committee members and appointing one of its members to serve the unfilled seat on the committee. If the City Council subsequently identifies a resident who is willing to take over a seat filled by a councilmember, the City Council shall remove a councilmember from the committee and appoint the volunteer to the seat previously filled by a councilmember before the annual review of Streets and Sidewalks Tax Fund expenditures.

B. Duties. The Citizen Oversight Committee shall annually review expenditures from the Streets and Sidewalks Tax Fund established under section 3.06.170(A) of this chapter, together with the annual independent audit required by section 3.06.180 of this chapter. The committee shall report to the City Council on whether expenditures conformed to the purposes of the Expenditure Plan set forth in section 3.06.170 of this chapter. The report shall be a public record and shall be presented to the City Council at a public meeting.

C. Meetings and Records. The Citizen Oversight Committee is a legislative body subject to the Ralph M. Brown Act (Gov. Code, § 54950 et seq.) and shall conduct its meetings and maintain its records accordingly.

D. Advisory Role. The Citizen Oversight Committee is advisory only. Nothing in this section authorizes the committee to direct, approve, or withhold any expenditure, and the review and reporting functions of the Committee are not a condition precedent to the expenditure of any proceeds of the tax.

E. Effect of Noncompliance. The failure of the City Council to establish or appoint the Citizen Oversight Committee, or the failure of the committee to meet, review, or report, shall not affect the validity of the tax imposed by this ordinance or the authority of the City to expend its proceeds.

Section 2 – Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 3 – Certification; Publication. Upon approval by the voters, the City Clerk shall certify the passage and adoption of this ordinance and shall cause it to be published according to law and transmitted to the California Department of Tax and Fee Administration.

The foregoing ordinance was introduced at a duly held regular meeting of the City Council of the City of Colfax on the 8th day of July 2026, and passed and adopted at a duly held regular meeting of the City Council on the ____ day of _____ 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Caroline McCully, Mayor

Attest: _____
 Gabrielle Christakes, City Clerk

City of Colfax

City Council

Resolution № __-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX ORDERING THE SUBMISSION TO THE QUALIFIED VOTERS OF THE CITY A MEASURE TO APPROVE A LOCAL SPECIAL TRANSACTIONS AND USE TAX (SALES TAX) IN THE NOVEMBER 3, 2026, GENERAL ELECTION

WHEREAS, the City of Colfax is responsible for constructing, improving, maintaining, repairing, and replacing public streets and roadways within the city;

WHEREAS, the City's transportation infrastructure requires ongoing maintenance, repair, rehabilitation, and replacement to ensure public safety and mobility;

WHEREAS, on January 10, 2018, the City adopted its 2018 Pavement Management Program, which was revised as of June 26, 2020;

WHEREAS, the City has experienced increasing costs associated with roadway construction, maintenance, repair, and replacement, while available transportation funding sources have remained limited and unpredictable;

WHEREAS, the City has insufficient revenue to address current and future roadway maintenance needs and the growing backlog of deferred roadway maintenance projects;

WHEREAS, on May 27, 2026, the City Council adopted Resolution No. 18-2026 requesting that the general municipal election be consolidated with the statewide general election to be held on November 3, 2026, and requested assistance of the Placer County Registrar of Voters in conducting the election;

WHEREAS, on May 27, 2026, the City Council by Resolution No. 20-2026 directed the City Manager to develop a revenue measure for street and road repair, replacement, and maintenance;

WHEREAS, California Revenue and Taxation Code section 7285.91 authorizes the City to levy a one percent (1%) special transactions and use (sales) tax for the specific purpose of funding the construction, maintenance, repair, and replacement of streets, sidewalks, roadways, and any other public infrastructure located in the public right-of-way, including storm drains and sewers;

WHEREAS, in order to levy such a tax, the ordinance imposing the tax must be approved by a two-thirds vote of all members of the City Council and subsequently approved by a two-thirds vote of the qualified voters of the City voting in an election on the issue;

WHEREAS, the City Council desires to submit to the voters of the City, at the general municipal election to be held on November 3, 2026, an ordinance imposing a one percent (1%) transactions and use (sales) tax; and

WHEREAS, it is desirable that the election on the tax ordinance be consolidated with the statewide general election to be held on the same date, and that the Placer County Elections Office canvass the returns of the election and that the elections be held in all respects as if there were only one election;

NOW THEREFORE, the City Council of the City of Colfax does hereby resolve, declare, determine and order as follows:

SECTION 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein.

SECTION 2. This resolution supersedes Resolution No. 28-2026 of the City Council of the City of Colfax calling an election on a transactions and use tax. Resolution No. 28-2026 of the City Council of the City of Colfax is hereby vacated and void.

SECTION 3. Call of Election on Tax Measure. The City Council, pursuant to its right and authority, does order submitted to the voters at the general election to be held on November 3, 2026, the following question (the “Measure”):

Colfax Streets and Sidewalks Sales Tax Shall the measure to fund construction, improvement, maintenance, repair, and replacement of streets, sidewalks, and other infrastructure within the public right-of-way, including drainage and sewers, and administration of the measure, by adopting a 1% transactions and use (sales) tax providing approximately \$1,864,000 annually until ended by voters, with independent audits, public spending disclosure, and a citizen oversight committee, and all funds spent locally, be adopted?	YES NO
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The vote requirement for the Measure to pass is two-thirds (66.67%) of the votes cast. The referenced ordinance is attached hereto as **Exhibit A** and is incorporated in this resolution by this reference.

SECTION 4. Consolidation with Statewide General Election. Pursuant to Elections Code section 10402, the City Council hereby requests that the Placer County Board of Supervisors consolidate the election on the Measure with the statewide general election the Registrar of Voters will administer on November 3, 2026. The City Council acknowledges and requests that the consolidated election be held and conducted in the manner prescribed in Elections Code section 10418. The ballots to be used in the election shall be in form and content as required by law.

The City Clerk is authorized and directed to work with the Placer County Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment, and paraphernalia as needed to properly and lawfully conduct the election. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections. Pursuant to Elections Code section 10002, the City will reimburse Placer County for the actual cost incurred in conducting the election upon receipt of a bill stating the amount due.

The notice of the time and place of holding the election is hereby given, and the City Clerk and Placer County Registrar of Voters are authorized to give further notice of the election, as required by law.

SECTION 5. Implementation. The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors of the County of Placer and the Registrar of Voters of the County of Placer not later than August 7, 2026. The City Clerk is further authorized and directed to perform all other acts necessary or required by law to implement this Resolution and related to the election on the Measure.

SECTION 6. Impartial Analysis. The City Attorney shall prepare an impartial analysis of the Measure showing the effect of the measure on existing law and the operating of the measure. The impartial analysis shall be filed by the date set by the City Clerk.

SECTION 7. Ballot Arguments. Members of the City Council are hereby authorized to prepare a written argument, not to exceed 300 words, in favor of the measure on behalf of the City Council, as specified in section 9282 of the Elections Code. Arguments against the measure may not exceed 300 words and must be submitted to the City Clerk in compliance with sections 9282 and 9283 of the California Elections Code by the deadline established by the City Clerk. Rebuttal arguments are authorized and may not exceed 250 words and must be submitted to the City Clerk as specified in section 9285 of the Elections Code.

Deadlines for filing arguments for and against the Measure and rebuttal arguments are as follows:

- a. Printed arguments shall be titled either “Argument In Favor Of Measure” or “Argument Against Measure.” Arguments in favor of or in opposition to the Measure shall be filed with the City Clerk at 33 South Main Street, Colfax, California not later than Friday, July 31, 2026 at 5:00 p.m.
- b. The primary arguments that will be submitted to voters will be available for review at Colfax City Hall or upon request to the City Clerk on Friday, August 7, 2026.
- c. Printed rebuttal arguments shall be titled either "Rebuttal; Argument In Favor Of Measure" and "Rebuttal; Argument Against Measure". Rebuttal arguments shall be filed with the City Clerk at 33 South Main Street, Colfax, California not later than Thursday, August 13, 2026 at 5:00 p.m.
- d. If more than one argument for or more than one argument against the Measure is submitted, the City Clerk shall select one of the arguments in favor and one of the arguments against the measure, as set forth in Elections Code section 9287.

SECTION 8. Certification. The City Clerk shall certify passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 8th day of July, 2026, by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Caroline McCully, Mayor

ATTEST:

Gabrielle Christakes, City Clerk

DRAFT