

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

September 23, 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.

September 23, 2026
Colfax Council Agenda

2A. City Projects Report (Pages 4-7)

Recommended Action: Accept report.

2B. Minutes – September 09, 2026 Regular Meeting (Pages 8-12)

Recommended Action: Approve the Colfax City Council minutes dated September 09, 2026 (Regular Meeting)

2C. Rural Surface Transportation Block Grant Program (RSTBGP) (Pages 13-17)

Recommended Action: Adopt Resolution __-2026 authorizing the City Manager to enter into an agreement with the Placer County Transportation Planning Agency (PCTPA) to perform contract management and oversight

2D. On-Call Services - Streets, Roads, Storm, Snow Plowing (Pages 18-58)

Recommended Action: Adopt Resolution __-2026 Authorizing the City Manager to enter into an Agreement with Simpson & Simpson Inc. to provide On-Call Services for Streets, Roads, Storm Systems Maintenance, Repair & Snow Plowing for an amount not to exceed \$75,000.00.

*** End of Consent Calendar ***

3 AGENCY REPORTS -

3A. Placer County Sheriff's Office

3B. California Highway Patrol

3C. Placer County Fire Department/CALFIRE

3D. Caltrans

3E. Non-Profits

4 PRESENTATIONS

Historic Downtown Association – Building Common Ground – Erin Newington (Pages 59-61)

5 PUBLIC HEARING - None

6 PUBLIC COMMENT

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

7 COUNCIL AND STAFF

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



other information, the issue will be placed on a future Council meeting agenda.

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

7B. City Operations Update – City Manager

8 UNFINISHED COUNCIL BUSINESS

9 NEW COUNCIL BUSINESS

9A. PG&E Community Resource Center Sublet Agreement (Pages 62-78)

Recommended action: Receive Report and Provide Direction to Staff

9B. Event Donations Policy (Pages 79-88)

Recommended action: Review, Discuss and Direct Staff

9C. Noise Ordinance (Pages 89-95)

Recommended action: Adopt Recommended Amendments to Colfax Municipal Code Chapter 8.28

10 FUTURE AGENDA ITEM REQUESTS

11 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.

11A. 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.

12 CLOSED SESSION (NONE)

13 ADJOURNMENT

I, Gabrielle Christakes, City Clerk for the City of Colfax, declare that this agenda was posted September 18, 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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*September 23, 2026
Colfax Council Agenda*



Staff Report to City Council

FOR SEPTEMBER 23, 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 August 30 – September 5, 2026

City Manager

- Inspected Skate Park progress.
- Met with Councilman Douglass to discuss Floc Cameras.
- Weekly staff meeting.
- Turned in requested documents to OES for FEMA grant.
- Agenda Preparation.

Planning Department

- Special event CUP coordination 701 Highway 174 with outside agencies.
- Continued work on National Register Nomination.
- Review of zoning code violations.
- Review of state's draft Adaptation Planning guide.

Maintenance Department

- Repaired the broken water fountain at the ballpark next to the bleachers.
- Filled potholes – Upper Scholtz Road.
- Filled potholes on Lower Scholtz Road.
- Tommy completed his OSHA 10 certification.
- Met with Safe Side Security to install a new keypad controlling the motion sensors at the ballpark. They provided step-by-step instructions on the proper way to change the sensor batteries, and we replaced all of the batteries.
- Picked up the materials needed for the decking at Arbor Park and stained all of the wood twice.
- Removed an old compressor at the Wastewater Plant and assisted with the installation of the new compressor.
- Sanded and stained the two tables at the Corp Yard outdoor dining area to protect them through the winter.
- Replaced the flowers in the outdoor dining area and replaced the drip line with soaker hose to provide more evenly distributed watering.

Wastewater Treatment Plant/Sewer

- No issues in collection system.
- Weed abatement around the plant.
- Processing water out of pond 3. Pond has 7.6 Mg left
- Plant is diverted due to low pond 3 volume.
- New compressor installed and online
- New BTF pump installed

City Clerk

- 2 Resolutions processed.
- Staff meeting.
- 2 Zoom meetings (California Clerks Roundtable & Just FOIA).
- Prepared Agenda for 9/9/26 meeting.
- Prepared minutes from 8/26/26 meeting.
- Mayors script.

Administrative Services

- Reviewed, approved and posted utility billing.
- Continued to work on balancing the prepaid account so that journal entries can be posted for prepaid payables. This account is also out of balance.
- Met with RGS consultant, Heather and Jacqueline Jones, Senior Implementation Consultant from Tyler Technologies on September 1st & 2nd on core financial configuration in the Tyler system for go live beginning September 14th. (Tyler system setup).
- Reviewed and approved multiple cashiering batches.
- Reviewed and approved weekly deposit.
- Submitted Shady Glen reimbursement #2 together for Wood Rodgers, as of 06/30/2026 reimbursement billing to SWRCB.
- Worked on bank reconciliation for July 2026. Remains out of balance, still researching to determine outage.

Engineering

- Emails and general coordination; staff meeting; complaints.
- Attend Amtrak at-grade crossing and platform kick-off meeting.
- Skatepark construction coordination.
- CDBG coordination.
- Caboose relocation coordination.
- 1454 Canyon Way research.
- Encroachment permits and coordination with PW staff.

Building/Code Enforcement

- More weed abatement complaints, Noise complaints of the concrete plant. Worked with City attorney to issue cease and desist order and a letter with fines.
- Following up on the Notice of Violations. Majority have been completed.

- Working with the foreman at the skate park. Checking forms and rebar before pours. Retaining wall/drainage half poured with fence posts.
- Working with owner of 7 N. Main St for a demo permit.
- Messaged owner of 7 N. Main St asking them to start deck repair and to take down rear non-compliant fence.

Week of September 6 - 12, 2026

City Manager

- I signed the agreement with the Board of State and Community Corrections (BSCC) Prop 64 grant for the Skate Park Project.
- Met with Railroad Days representatives to discuss upcoming event.
- Weekly staff meeting.
- Worked with City Clerk on council chambers audio issues.
- Attended City Council Meeting.

Planning Department

- HCD notified the city that all its obligations identified in the Housing Element audit have been satisfied. This is a big accomplishment.
- Sent out a 30-day letter required under the Government Code that the Saterlee Event Center application is incomplete. It identifies additional project information needed to process the use permit.
- Zoning, short-term rental and sign permit questions. Questions about Mink Creek power.
- Reached out to State office of historic preservation for guidance on nomination process.

Maintenance Department

- Repaired Roy Toms restroom toilet.
- Repaired concrete at Arbor Park.
- Cleared weeds and trimmed/hedged bushes around the Roy Toms Park.
- Blew off S. Main and N. Main Streets, then used the street sweeper to collect debris.
- Mowed all city parks.
- Replaced decking at Arbor Park.
- Staged all barricades for RR Days.
- Weed-eated the hill next to Arbor Park.
- Relocated the trash can at Arbor Park.
- Added soil to a low area at Arbor Park.

Wastewater Treatment Plant/Sewer

- No issues in collection system.
- Weed abatement around the plant.
- Processing water out of pond 3. Pond has 7.6 Mg left
- Plant is diverted due to low pond 3 volume.
- Controle Point Engineering continuing SCADA work on sewer lift stations.

City Clerk

- Council Meeting

- 2 Public Record Requests
- Begin Minutes 9/9/26 meeting
- Clean up Zoom storage
- Met with Vision Quest re: Sound for meetings
Researched Argument against Measure I

Administrative Services

- Tyler Conversion Project.
- Payroll.
- Attended City Council Meeting.
- H.R. Issues.

Engineering

- Emails and general coordination; staff meeting; complaints.
- Public record requests.
- Skatepark construction and signage coordination.
- 701 CA-174 event center review.
- Encroachment permits and coordination with PW staff.
- CDBG research project funding and coordinate re: financing.

Building/Code Enforcement

- Following up on the Notice of Violations. Majority have been completed.
- Working with the foreman at the skate park. Checking forms and rebar before pours. Retaining wall/drainage and other structures completed.
- Working with contractor at the commercial deck replacement at 233 S. Auburn. Lower back deck out of accessibility compliance and must be lifted on one side.



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

September 09, 2026
Open Session 6:00 PM

1 OPEN SESSION

1A. Call Open Session to Order

The September 09, 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 Douglass, Lomen, Mayor Pro Tem Hillberg, and Mayor McCully. Councilmember Burruss participated remotely via Zoom pursuant to Government Code Section 54953.8.3(c)(1) due to a childcare need. During the meeting, the remote connection was lost, and Councilmember Burruss did not participate in the remainder of the meeting.

1D. Approval of Agenda Order

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

Action: With a Motion by Councilmember Lomen and a second by Mayor Pro Tem Hillberg, Council voted 5/0 to approve Agenda Order

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

Noes: None

Abstain: None

Absent: None

1E. Statement of Conflict of Interest

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

2 CONSENT CALENDAR

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



Action: With a Motion by Councilmember Burruss and a second by Councilmember Lomen voted 5-0 approving the Consent Calendar

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

Noes: None

Abstain: None

Absent: None

No comment received from members of the public.

2A. City Projects Report

Recommended Action: Accept report.

2B. Minutes – August 26, 2026 Regular Meeting

Recommended Action: Approve the Colfax City Council minutes dated August 26, 2026 (Regular Meeting)

3 AGENCY REPORTS

3A. Placer County Sheriff's Office

Sgt. Tobi Williams reported:

- 176 calls for service. 2 were transient related. 5 arrests, 17 total citations. 48 traffic stops, and the officer initiated to public initiated calls were 91 to 85.
- Hit and Run at Chevron. Suspect arrested
- Train Robbery occurred. Individuals from Central Valley threw retail items off Union Pacific train and planned on coming back later to retrieve. U.P. had intel of this happening and are continuing their investigation.

3B. California Highway Patrol

Officer Jason Lyman, Gold Run CHP, Public Information Officer, reported:

- 1030 Citations, 471 verbal warnings and a total of 536 warnings altogether. 1,728 enforcement contacts, 439 motorist services. 20 arrests; 13 of those were DUI related.
- 7 injury collisions and 17 property damage only collisions for a total of 24 collisions altogether.

3C. Placer County Fire Department/CALFIRE

- Nothing to report

3D. Caltrans – No representatives in attendance

3E. Non-Profits

Caroline McCully Railroad Days



- Railroad Days is keeping with its historic tradition in bringing a 1996 Southern Pacific and 100-year-old black and red Rotary Snowplow. There will be over 80 vendors,, 9 model train layouts, gunpowder play, a one-woman show, and music.
- Sunday morning, the VFW will have their POW/MIA remembrance ceremony
- American Legion Post 19 will be presenting the Rails of Valor award to Union Pacific on Sunday as well.

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.

No public comment received

7 **COUNCIL AND STAFF**

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

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

- Councilmember Lomen: Attended Placer Firesafe Council Meeting. Attended the I-80 Corridor Safety Leadership Meeting
- Councilmember Douglass: Nothing to report
- Mayor Pro Tem Hillberg: Nothing to report
- Councilmember Burruss: Nothing to reports
- Mayor McCully: Attended SACOG Policy & Innovation meeting updates between Federal and State action. Colfax High School is looking at connecting and engaging with our local businesses and community.



7B. City Operations Update – City Manager

- Getting the city ready for Railroad Days
- Met with the Chamber of Commerce about a possible Oktoberfest
- Irrigation and new decking installed at Arbor Park
- Public Works is in compliance with their OSHA10 training. This provides basic and advanced training about common safety and health hazards on the job

8 COUNCIL BUSINESS**8A. 4Leaf Progress Report on the FEMA Home Hardening and Defensible Space Program**

Action: Prepare the request to Cal OES and FEMA for the time extension and to work with Cal OES and FEMA to reclassify the parcels

With a Motion by Mayor McCully and a second by Councilmember Douglass, Council voted 5-0 to prepare the request to Cal OES and FEMA for the time extension and to work with Cal OES and REMA to reclassify the parcels

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

Noes: None

Abstain: None

Absent: None

Public comment received from members of the public.

8B Event Donations Policy

Action: Staff was directed to bring item back with recommended changes

Public comment received from members of the public.

8C. Flock Cameras in Colfax

Action: Direction given to staff to bring back ordinance regulating government-installed cameras capable of surveilling the public

Public comment received from members of the public.

8D. Adoption of City Council Policy Manual

Action: Adopt City Council Policy Manual by Resolution 36-2026

With a Motion by Mayor Pro Tem Hillberg and a second by Councilmember Lomen, Council voted 4-0 to adopt the City Council Policy Manual by Resolution 36-2026 as amended

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

Noes: None

Abstain: None

Absent: Councilmember Burruss

Public comment received from members of the public.



9 **GOOD OF THE ORDER**

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

- Councilmember Lomen –
 - None
- Councilmember Douglass –
 - Railroad Days are this weekend
- Mayor Pro Tem Hillberg –
 - None
- Mayor McCully –
 - Railroad Days and Salsa Showdown
- City Manager
 - Looking into Christmas Tree lighting at Arbor Park

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**

No closed session items

ADJOURNMENT

The September 09, 2026 City of Colfax City Council was adjourned at 8:26 p.m. by Mayor McCully.

Gabrielle Christakes, City Clerk





Staff Report to City Council

FOR THE SEPTEMBER 23, 2026 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Funding agreement 26-01 between the City and Placer County Transportation Planning Agency for 2025/26 Rural Surface Transportation Block Grant Program funds.

Budget Impact Overview:

N/A:	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __-2026 authorizing the City Manager to enter into an agreement with the Placer County Transportation Planning Agency (PCTPA) to perform contract management and oversight of the Rural Surface Transportation Block Grant Program (RSTBGP) exchange funds distributed to the City.

Summary/Background

The Rural Surface Transportation Block Grant Program supports projects that improve and expand the surface transportation infrastructure in rural areas to increase connectivity, improve the safety and reliability of the movement of people and freight, and generate regional economic growth and improve quality of life.

The City receives funding from this program through an agreement with the Placer County Transportation Planning Agency (PCTPA). This agreement authorizes Placer County Transportation Planning Agency (PCTPA) to perform contract management and oversight of the RSTBGP exchange funds distributed to the City of Colfax.

The FY 2025/26 RSTBGP exchange funds allocation is \$31,931 and will be added to the Special Funds budget 250 Streets & Transportation Funds.

Attachments:

- 1. Resolution __-2026
- 2. PCTPA RSTBGP Agreement

City of Colfax

City Council

Resolution № __-2026

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE PLACER COUNTY TRANSPORTATION AGENCY TO PERFORM MANAGEMENT AND OVERSIGHT OF THE RURAL TRANSPORTATION BLOCK GRANT EXCHANGE FUNDS DISTRIBUTED TO THE CITY.

WHEREAS, The Rural Surface Transportation Block Grant Program (RSTBGP) supports projects that improve and expand the surface transportation infrastructure in rural areas to increase connectivity, improve the safety and reliability of the movement of people and freight, and generate regional economic growth and improve quality of life; and,

WHEREAS, the City receives funding from this program through an agreement with the Placer County Transportation Planning Agency (PCTPA). This agreement authorizes Placer County Transportation Planning Agency (PCTPA) to perform contract management and oversight of the RSTBGP exchange funds distributed to the City of Colfax; and,

WHEREAS, the FY2025/26 RSTBGP exchange funds allocation is \$31,931 and will be added to the Special Funds budget 250 Streets & Transportation Funds; and,

WHEREAS, the City of Colfax wishes to execute an agreement with the Placer County Transportation Planning Agency to perform contract management and oversight of the RSTBGP exchange funds distributed to the City of Colfax.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to execute an agreement with the Placer County Transportation Planning Agency (PCTPA).

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on September 23, 2026, by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Caroline McCully, Mayor

Gabrielle Christakes, City Clerk



August 12, 2026

Ron Walker
City Manager
City of Colfax
P.O. Box 702
Colfax, CA 95713

ALICE DOWDIN CALVILLO
City of Auburn
TRINITY BURRUSS
City of Colfax
BEN BROWN
City of Lincoln
AMANDA CORTEZ
Town of Loomis
KEN BROADWAY
City of Rocklin
BRUCE HOUDSHELDT
City of Roseville
ANTHONY DEMATTEI
SUZANNE JONES
Placer County
DAN WILKINS
Citizen Representative
MATT CLICK, AICP
Executive Director

SUBJECT: FUNDING AGREEMENT 26-01 BETWEEN THE CITY OF COLFAX AND PLACER COUNTY TRANSPORTATION PLANNING AGENCY FOR FY 2025/26 RURAL SURFACE TRANSPORTATION BLOCK GRANT PROGRAM (RSTBGP) EXCHANGE FUNDS

This agreement, when countersigned, authorizes Placer County Transportation Planning Agency (PCTPA) to perform contract management and oversight of the RSTBGP exchange funds distributed to the City of Colfax, hereinafter referred to as "RSTBGP Exchange Recipient".

The FY2025/26 RSTBGP exchange funds allocation is \$31,931.

The RSTBGP Exchange Recipient agrees to the following:

1. To use RSTBGP exchange funds for projects as authorized under Article XIX of the California State Constitution.
2. Establish a special account for the purpose of depositing therein all payments received from PCTPA pursuant to this Agreement: (a) for cities within their Special Gas Tax Street Improvement Fund, (b) for counties, within their County Road Fund, and (c) for all other sponsors, a separate account.
3. To return RSTBGP exchange funds to PCTPA if the funds received are not used in accordance with the terms of this agreement.
4. To establish an RSTBGP agreement for the apportioned exchange funds for the Fiscal Year of 2025/26.
5. Cost Principles
 - a. To comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - b. That (A) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, Et Seq., shall be used to determine the allowability of individual project cost items and (B) those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with Federal administrative procedures in accordance

FY 2025/26 RSTBGP Exchange Funding Agreement 26-01**City of Colfax****Page 2**

with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- c. Repay any RSTBGP exchange fund expenditures for costs that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200. Any reimbursed funds are due within 30 days of demand, or within such other period as may be agreed in writing between the parties.
6. Third-Party Contracting
 - a. Shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed.
 - b. Any subcontract or agreement entered into as a result of disbursing funds received pursuant to this agreement shall contain all of the fiscal provisions of this agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.
 - c. In addition to the above, the pre-award requirements of third-party contractor/consultants should be consistent with Local Program Procedures as published by the California Department of Transportation.
 7. Accounting System
 - a. Shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system, including contractors and all subcontractors, shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of costs incurred at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
 8. Right to Audit
 - a. For the purpose of determining compliance with this agreement and other matters connected with the performance of contracts with third parties, the RSTBGP Exchange Recipient, contractors, and subcontractors shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of contracts, including, but not limited to, the costs of administering those various contracts. All of the above-mentioned parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds. The California Department of Transportation, the California State Auditor, or any duly authorized representative of State of California or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and shall be furnish copies thereof if requested.
 9. Travel and Subsistence
 - a. Payments for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then recipient of funds is responsible for the cost difference, and any overpayment shall be reimbursed on demand.

FY 2025/26 RSTBGP Exchange Funding Agreement
City of Colfax
Page 3

- 10. Project Completion
 - a. Agrees to provide PCTPA an annual report summarizing total project costs for each project using RSTBGP Exchange Funds.

If this Funding Agreement meets with your approval, please sign and return a fully executed copy. Questions concerning this Funding Agreement should be directed to Mike Costa of my staff at (530) 823-4029.

Matt Click
Executive Director
Placer County Transportation Planning Agency

Date

Ron Walker
City Manager
City of Colfax

Date



Staff Report to City Council

FOR THE SEPTEMBER 23, 2026 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: On-Call Services - Streets, Snow Plowing

Budget Impact Overview:

N/A:	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __-2026 Authorizing the City Manager to enter into an Agreement with Simpson & Simpson Inc. to provide On-Call Services for Streets, Roads, Storm Systems Maintenance, Repair & Snow Plowing for an amount not to exceed \$75,000.00.

Summary/Background

August 24, 2022, the City entered into an agreement with Simpson and Simpson, Inc. to provide On-Call Services streets, roads, storm systems maintenance, repair, and snow plowing services. This agreement has expired.

On August 10, 2026, City staff issued a Request for Proposals (RFP) seeking qualified contractors to provide on-call services for street, road, and storm system maintenance and repair, as well as snow plowing services. These services are intended to supplement City staff when specialized equipment or expertise is required that is not available in-house. The deadline for submitting proposals was September 1, 2026.

Simpson and Simpson, Inc. was the only contractor to submit a proposal. They are a local contractor and have a great track record for providing services to the city.

Conclusions and Findings

Staff is recommending Council approve an agreement to provide On-Call Services streets, roads, storm systems maintenance, repair, and snow plowing services.

Attachments:

1. Resolution __-2026
2. Proposal for Services
3. Agreement for Services

City of Colfax

City Council

Resolution № __-2026

**AGREEMENT WITH SIMPSON & SIMPSON INC. TO PROVIDE ON-CALL SERVICES FOR
STREETS, ROADS, STORM SYSTEMS MAINTENANCE, REPAIR & SNOW PLOWING FOR AN
AMOUNT NOT TO EXCEED \$75,000.00**

WHEREAS, On August 10, 2026, City staff issued a Request for Proposals (RFP) seeking qualified contractors to provide on-call services for street, road, and storm system maintenance, repair, as well as snow plowing services. These services are intended to supplement City staff when specialized equipment or expertise is required that is not available in-house. The final proposal responses to the RFP date was September 1, 2026; and,

WHEREAS, Simpson and Simpson, Inc. was the only contractor to submit a proposal. They are a local contractor and have a great track record for providing services to the city; and,

WHEREAS, the City of Colfax wishes to execute an agreement with Simpson & Simpson Inc. to provide On-Call Services for Streets, Roads, Storm Systems Maintenance, Repair, & Snow Plowing Services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to execute an agreement with Simpson & Simpson Inc. for a not to exceed amount of \$75,000.00.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on September 23, 2026 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Caroline McCully, Mayor

Gabrielle Christakes, City Clerk

SIMPSON & SIMPSON, INC.

10001 Ophir Road
Newcastle, CA 95658

PROPOSAL FOR ON-CALL SERVICES

Streets, Roads, Storm Systems Maintenance, Repair & Snow Plowing

Submitted to:	City of Colfax
Address:	33 South Main Street, Colfax, CA 95713
Proposal Due:	September 1, 2026
CSLB License:	No. 184056 - Class A

Primary Contact

Steve Simpson, Vice President / Project Manager
530-308-0196
simpsonpaving@gmail.com

1. COVER LETTER

August 27, 2026

City of Colfax
Attn: Gabrielle Christakes, City Clerk
33 South Main Street
Colfax, CA 95713

RE: Proposal for On-Call Services for Streets, Roads, Storm Systems Maintenance, Repair & Snow Plowing

Dear Ms. Christakes:

Simpson & Simpson, INC. is pleased to submit this proposal to the City of Colfax for On-Call Services for Streets, Roads, Storm Systems Maintenance, Repair, and Snow Plowing.

Established in 1959, Simpson & Simpson has approximately 67 years of construction experience and a long history of providing paving, concrete, roadway, and related construction and maintenance services throughout the region. Our experience includes extensive work for public agencies, including the City of Colfax and Placer County Water Agency.

Of particular relevance to this contract, Simpson & Simpson has held the Placer County Water Agency On-Call Paving and Concrete Contract for the better part of 20 years. This long-standing relationship has provided our company with extensive experience responding to public-agency work requests, coordinating crews and equipment, adjusting schedules to accommodate changing needs, and providing reliable service under an on-call contracting structure.

Our familiarity with the City of Colfax is substantial. Simpson & Simpson recently completed the City's CDBG Road Rehabilitation Project and has performed extensive additional work for the City. We have also provided snow-removal and roadway-clearing services for the City during winter storm events for each of the past two winter seasons.

Simpson & Simpson currently employs 13 employees, all of whom are available to support work performed under the City's on-call contract. We anticipate performing the services within our proposed scope using our own personnel and equipment and do not presently anticipate using subcontractors.

Steve Simpson, Vice President, will serve as Project Manager and primary representative for Simpson & Simpson. Mr. Simpson is authorized to represent the company in negotiations and to commit company personnel, equipment, and other resources necessary to perform work requested by the City.

We appreciate the opportunity to submit our qualifications and look forward to the opportunity to continue serving the City of Colfax.

Sincerely,

Steve Simpson

Vice President / Project Manager
Simpson & Simpson, INC.
10001 Ophir Road, Newcastle, CA 95658
Phone: 530-308-0196
Email: simpsonpaving@gmail.com

2. QUALIFICATIONS AND EXPERIENCE

2.1 Company Background

Simpson & Simpson, INC. is a California Class A General Engineering Contractor established in 1959 and operating from Newcastle, California. With approximately 67 years in business, the company has extensive experience performing paving, concrete, roadway rehabilitation, construction, maintenance, and related public works services.

California Contractor License: CSLB No. 184056 **Classification:** Class A - General Engineering Contractor

Of particular relevance to this RFP, Simpson & Simpson has held the **Placer County Water Agency On-Call Paving and Concrete Contract for the better part of 20 years**. Simpson & Simpson also has extensive direct experience with the **City of Colfax**, including the recently completed **CDBG Road Rehabilitation Project**. Foreman Brian Quinones oversaw and managed Simpson & Simpson's completion of that project.

Simpson & Simpson has also provided **snow-removal and roadway-clearing services for the City of Colfax during winter storm events for each of the past two winter seasons**, using company personnel and existing company-owned equipment.

2.2 Staffing

Total Employees: 13 **Employees Available for City Work:** 13 **Anticipated Subcontractors:** None

Steve Simpson will serve as Project Manager. Foreman Brian Quinones and Jr. Foreman Josh Guzman will provide field leadership, supported by the remaining field personnel as required.

2.3 References

City of Colfax	Carl Moore, City Engineer	530-346-2313 Ext. 204	Engineering@Colfax-ca.gov
Placer County Water Agency (PCWA)	PCWA Martinez, Field Supervisor	[PHONE TO BE PROVIDED]	martinez@pcwa.net
Auburn Recreation District (ARD)	Michael Scheele, District Landscape Architect / Project Manager	Office 530-868-4622 Cell 530-308-9400	mscheele@auburnrec.com

2.4 Required Licensing

A copy of Simpson & Simpson, INC.'s current California Contractors State License will be included with the proposal attachments. **CSLB License No. 184056 - Class A.**

3. TEAM STRUCTURE

3.1 Project Team

Simpson & Simpson proposes to perform City work utilizing its existing workforce and management structure. The company currently employs 13 employees, all available to support City assignments as workload and individual requirements dictate.

Steve Simpson - Vice President / Project Manager

Overall contract administration, City coordination, scheduling, resource allocation, decision-making and project oversight.

Brian Quinones - Foreman

Field supervision, crew management and construction coordination. Brian has been with Simpson & Simpson for 11 years and managed completion of the recent City of Colfax CDBG Road Rehabilitation Project.

Josh Guzman - Jr. Foreman

Field supervision and crew coordination. Josh has been with Simpson & Simpson for eight years.

Field Personnel - Up to 10 Additional Employees

Equipment operation, paving, concrete construction, grading, roadway work, traffic control, labor and support.

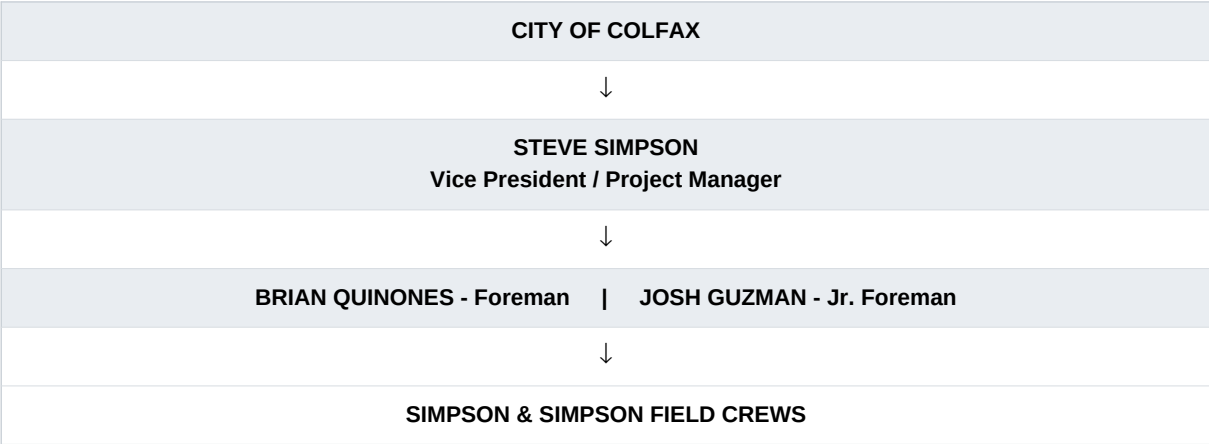
No subcontractors are presently anticipated.

3.2 Project Manager

Steve Simpson will serve as Project Manager and primary point of contact for the City. As Vice President, he has authority to make decisions on behalf of Simpson & Simpson and to commit personnel, equipment and other company resources necessary to respond to City work requests.

- Receiving and coordinating City requests for service.
- Reviewing scope and requirements of individual assignments.
- Determining required personnel, equipment and materials.
- Scheduling and mobilizing company resources.
- Coordinating work with City representatives.
- Monitoring project progress and field operations.
- Addressing scheduling, site and operational issues.
- Coordinating completion and closeout of assigned work.

3.3 Organizational Structure



3.4 Staff Qualifications

Steve Simpson: Overall management, coordination, scheduling, resource allocation and City communication.

Brian Quinones: 11 years with Simpson & Simpson; regularly manages field crews and managed the City's recent CDBG Road Rehabilitation Project.

Josh Guzman: Eight years with Simpson & Simpson; regularly assists with management and coordination of field crews and construction activities.

4. PROPOSED APPROACH

4.1 Understanding of the City's Needs

Simpson & Simpson understands that the City requires a dependable contractor capable of responding to on-call roadway, paving, concrete, maintenance, repair, storm-response, snow-clearing and related infrastructure needs. Our approach provides the City direct access to an experienced local construction team with the personnel, equipment and management structure necessary to evaluate work requests, allocate resources efficiently, and complete authorized work safely and professionally.

Our nearly 20 years performing PCWA's On-Call Paving and Concrete Contract provides an established model for this type of work. Combined with extensive previous City of Colfax work, the recent CDBG Road Rehabilitation Project, and snow-clearing work during the past two winter seasons, Simpson & Simpson brings direct experience relevant to the City's proposed contract.

4.2 Work Request and Response Process

1. Work Request and Initial Review

Steve Simpson will review City work requests to determine the nature, location, urgency and anticipated scope, including personnel, equipment, materials and traffic control.

2. Field Review and Scope Confirmation

When appropriate, Simpson & Simpson will review field conditions and coordinate with the City's representative to confirm the requested work before mobilization.

3. Crew and Equipment Assignment

Steve Simpson will allocate company resources. Brian Quinones and Josh Guzman will manage field crews. Crew size and equipment will be matched to each assignment to avoid unnecessary costs.

4. Scheduling and Mobilization

Routine work will be coordinated with the City and incorporated into the active construction schedule. Urgent or emergency work will be prioritized and worked into the current schedule as quickly as reasonably practical. Asphalt paving and repair must occur during normal supplier operating hours because hot-mix asphalt is not available locally after hours.

5. Construction

Assigned crews will mobilize with necessary company equipment, materials, traffic-control equipment and signage. Brian and/or Josh will manage field activities; Steve will maintain overall City coordination.

6. Completion and Restoration

Upon completion, Simpson & Simpson will clean the affected work area and restore areas disturbed by its operations as required.

4.3 Staffing and Backup Coverage

All 13 Simpson & Simpson employees are available to support City assignments. Brian Quinones and Josh Guzman routinely manage field crews, providing experienced field leadership and backup coverage. Crew assignments can be adjusted according to workload and the size, complexity and urgency of individual City requests.

4.4 Equipment and Resources

- Asphalt paving equipment
- Rollers and compaction equipment
- Skid steers
- Excavators
- Backhoes
- Dump trucks

- Motor graders
- Water trucks
- Supporting construction vehicles and equipment
- Traffic-control equipment and signage

Company equipment will be selected according to each assignment. Maintaining its own workforce and equipment allows Simpson & Simpson to directly coordinate its primary paving, roadway, grading and concrete operations.

6. FEE PROPOSAL

Simpson & Simpson, INC.'s proposed pricing is provided on the attached two-page price schedule immediately following this section.

The schedule includes asphalt concrete remove-and-replace pricing, valve and manhole/vault cover adjustment pricing, crackfill, traffic control, concrete curb/gutter and sidewalk/flatwork, and snow-removal labor and equipment rates.

Pricing is based on prevailing wage as stated on the attached schedule. Applicable quantities, unit ranges, hourly or daily billing bases, and stated conditions are shown directly on the price sheets.

7. CLAIMS AND VIOLATIONS AGAINST THE ORGANIZATION

Simpson & Simpson, INC. has **no current claims or violations against the company and has had no claims, violations, or legal actions against the company during the past five years.**

Simpson & Simpson is committed to conducting its operations professionally and in compliance with applicable contractual, licensing, safety, and regulatory requirements.

ATTACHED FEE SCHEDULE

Two pages follow this narrative section.

A/C Remove & Replace		1 - 100	101 - 300	301- 1,000	1,001 -
1	2"	\$ 65.00	\$ 25.00	\$ 20.00	\$ 9.50
2	3"	\$ 68.00	\$ 27.00	\$ 22.00	\$ 10.50
3	4"	\$ 70.00	\$ 29.00	\$ 24.00	\$ 12.00
4	6"	\$ 72.00	\$ 31.00	\$ 26.00	\$ 13.00
Includes neat cutting sides Remove & replace damaged areas Work to be done within city limits Total billing is based on sqft completed <i>per day</i> .					

		Lump Sum			
5	Adjusting Valve Cover	\$1500/Each			
6	Adjusting Manhole/Vault Cover	\$2500/Each			
7	Remove & Replace Valve Cover	\$1500/Each			

Crackfill <i>*Per linear foot*</i>		1 - 100 LF	101 - 300 LF	301- 1,000 LF	1,001 - LF
8	Crackfill	\$ 25.00	\$ 25.00	\$ 20.00	\$ 15.00
9	Per Box Installed <i>*Perfered Method*</i>	\$ 375.00	\$ -	\$ -	\$ -
<i>*Included crack cleaning & filling*</i>					

Traffic Control & Misc.					
10	Cal Trans Lane Closure	\$ 375.00	Per Hour		
11	Message Board	\$ 1,000.00	Per Day		
<i>*Rates based per hour/day*</i>					

Concrete		6" - 9" Thickness	9" - 12" Thickness		
*Pricing per foot		10' - 100' ft	10' - 100' ft		
12	Concrete Curb/Gutter	\$ 200.00	\$ 295.00		
*Pricing per sqft.		4" - 5" Thickness	4" - 5" Thickness	6" - 8" Thickness	6" - 8" Thickness
		10' - 100' ft	101' - 200' ft	10' - 100'	101' - 200'
13	Sidewalk/ Flatwork	\$ 43.00	\$ 33.00	\$ 80.00	\$ 50.00

Snow Removal					
<i>Between the hours of 8 a.m. - 5 p.m.</i>					
14	Foreman	\$ 165.00	\$ -	\$ -	\$ -
15	Labor	\$ 145.00	\$ -	\$ -	\$ -
16	Backhoe w/ Operator	\$ 375.00	\$ -	\$ -	\$ -
17	Skiploader	\$ 375.00	\$ -	\$ -	\$ -
18	Dump Truck	\$ 195.00	\$ -	\$ -	\$ -
19	Blade	\$ 375.00	\$ -	\$ -	\$ -
20	After Hours Surcharge	\$ 1,500.00	\$ -	\$ -	\$ -
<i>*Rates based per hour*</i>					

****All based on Prevailing Wage****

CONSTRUCTION SERVICES AGREEMENT Providing Payment of Prevailing Wages

(City of Colfax / *Simpson & Simpson Inc.*)

1. IDENTIFICATION

This CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Colfax, a California municipal corporation (“City”), and **Simpson & Simpson Inc., a CA Corporation** (“Contractor”) (collectively, “parties”).

2. RECITALS

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

On-call services for street, road, and storm system maintenance, repair, and snow plowing
services.

Page 1 of 26

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Contractor’s **September 1, 2026** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “City Reference Specifications”: The City’s set of Reference Specifications, including the State of California Department of Transportation Standard Specifications, Standard Plans, and Manual on Uniform Traffic Control Devices and Marin County Uniform Construction Standards, in effect at the time of City Council approval of project plans & specifications, which are incorporated herein by reference and are hereby accepted as Reference Specifications. These specifications shall provide the technical standards for work as applicable, in the opinion of the Director of Public Works. Copies are available online, or at City Hall. If a discrepancy in contract parts exists, the governing ranking of contract parts in descending order is: special provisions; project plans; revised standard specifications; standard specifications; revised standard plans; standard plans; supplemental project information; written numbers and notes on a drawing govern over graphics; detail drawing governs over a general drawing; specific specification governs over a general specification; specification in section governs over a specification referenced by that section.
- 3.3. “Agreement Administrator”: The Agreement Administrator for this project is **Ron Walker, City Manager**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor.
- 3.4. “Approved Fee Schedule”: Contractor’s compensation rates are set forth in the fee schedule attached hereto as **Exhibit B** and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. “Maximum Amount”: The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is Seventy-Five Thousand Dollars (\$75,000.00).
- 3.6. “Commencement Date”: September 24, 2026.
- 3.7. “Termination Date”: September 24, 2029.

4. TERM

On-call services for street, road, and storm system maintenance, repair, and snow plowing services.

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 17 (Termination) below. Contractor may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this agreement.

5. CONTRACTOR'S DUTIES

- 5.1. **Services.** Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator. All changes and/or extra work shall be performed and paid for in accordance with the following:
 - 5.2.1. Only the City Engineer or City Council may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the Council's or City Engineer's authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.
 - 5.2.2. If the Contractor is of the opinion that any work s/he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, s/he shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, it shall provide extra compensation to the Contractor on a fair and equitable basis. A Supplemental Agreement providing for such compensation for extra work shall be negotiated between the City and the Contractor. Such Supplemental Agreement shall be executed by the Contractor and be approved by the City Manager or City Engineer.
 - 5.2.3. In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council as long as a written appeal is submitted to the City Manager within five (5) days after the staff's determination is received

On-call services for street, road, and storm system maintenance, repair, and snow plowing services.

by the Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination. The City Council's decision shall be final.

- 5.3. Budgetary Notification.** Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. Business License.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to the City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including but not limited to all Cal/OSHA requirements, the conflict-of-interest provisions of California Government Code section 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). Consultant shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.
- 5.7. Avoid Conflicts.** During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Contractor's performance of such work.
- 5.8. Appropriate Personnel.** Contractor has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. **Ron Walker, City Manager** shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's

On-call services for street, road, and storm system maintenance, repair, and snow plowing services.

performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

- 5.9. Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.10. Unauthorized Delay.** In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay City the amount of Two Hundred Dollars (\$200) per day for each and every day of unauthorized delay beyond the Termination Date, which shall be deducted from any monies due to Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate City for losses that are difficult to measure, and that such damages are not a penalty.
- 5.11. Unforeseeable Delay.** Contractor shall not be deemed in breach of this Agreement and no forfeiture due to delay shall be made because of any delays in the completion of the Scope of Services due to unforeseeable causes beyond the control and without the fault or negligence of Contractor provided Contractor requests from the Agreement Administrator an extension of time in writing. Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of City, or acts of another contractor in the performance of a contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or negligence of Contractor or its agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Scope of Services or to supply any equipment or materials shall not be unforeseeable delays. Unforeseeable delays (those beyond Contractor's control) shall not entitle Contractor to any additional compensation beyond the Maximum Amount. The sole recourse of Contractor shall be to seek an extension of time from the Agreement Administrator.
- 5.12. Defective Work.** All work which is defective in its construction or deficient in any of the requirements set by City Reference Specifications shall be remedied or replaced by Contractor in an acceptable manner at its own expense. Defective work shall not entitle Contractor to any additional compensation beyond the Maximum Amount.
- 5.13. Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Contractor's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

On-call services for street, road, and storm system maintenance, repair, and snow plowing services.

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

6. SUBCONTRACTING AND ASSIGNMENT

- 6.1. General Prohibition of Assignment.** This Agreement covers construction services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. Contractor Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.
- 6.3. Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the Services and shall be responsible for all work performed by a

On-call services for street, road, and storm system maintenance, repair, and snow plowing services.

subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the Services. Contractor is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 13, to City's satisfaction. All subconsultants shall be specifically listed and their billing rates identified in the Approved Fee Schedule, **Exhibit B**. Any changes thereto must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

- 6.4. Compensation for Subcontractors.** Contractor shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. General.** City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept payment in accordance with the Approved Fee Schedule, **Exhibit B** full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. Retention.** City may retain up to 5% of each payment until project completion. Contractor may at its own expense substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code 22300. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to City. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor.
- 7.3. Invoices.** Contractor shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice. The City will seek to pay the invoice within 30 days of receipt and processing.
- 7.4. Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.5. Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor.

On-call services for street, road, and storm system maintenance, repair, and snow plowing services.

- 7.6. Additional Work.** Contractor shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City in a written change order by either lump sum, negotiated, or agreed unit price. Contractor shall not undertake any such work without prior written approval of the City. A written change order may be issued without amendment to this Agreement, so long as such written change order does not cause the Maximum Amount to be exceeded. Contractor shall only be compensated for such additional work at the rates and costs for labor and materials included in the bid or proposal.
- 7.7. City-Initiated Changes** - City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor is of the opinion that any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes.
- 7.8. Contractor-Initiated Changes** – Contractor may propose in writing changes to the Scope of Services, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement. Contractor must notify the City's Agreement Administrator of any changed conditions upon discovery and before they are disturbed. The Public Works Director shall investigate, and if the Public Works Director determines that the conditions will materially affect costs, will issue a Change Order adjusting the compensation for such portion of the Scope of Services. If the Public Works Director determines that conditions are changed conditions and they will materially affect performance time, the Contractor, upon submitting a written request, will be granted an extension of time. If the Public Works Director determines that the conditions do not justify an adjustment in compensation or time, the Contractor will be notified in writing. This notice will also advise the Contractor of its obligation to notify the Public Works Director in writing if the Contractor disagrees.

When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. Contractor may not cease work or delay progress on the original project pending negotiations over changes, and must continue to diligently complete the project.

Should the Contractor disagree with the decision, it may submit a written notice of potential claim to the Public Works Director before commencing the disputed work. In the event of such a dispute, the Contractor shall not be excused from any scheduled completion date provided by the Contract and shall proceed with all work to be performed under the Contract. However, the Contractor shall retain any and all rights provided by either Contract or law which pertain to the resolution of disputes and protests between the contracting parties.

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The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

8. LABOR CODE

- 8.1. Prevailing Wage Law.** This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, California Labor Code Section 1720 et seq., and California Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure of Contractor to comply with such prevailing wage laws.
- 8.2. Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.
- 8.3. Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars (\$200), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.
- 8.4. Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.
- 8.5. Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code 1811 and Labor Code 1815 for any work performed by his or her

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employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.

Contractor and all subcontractors shall keep and maintain certified payroll records during construction and for 7 years past completing the work. If the City requests copies of the payroll records, Contractor and subcontractors shall provide copies to the City within 10-days of receiving the request. City will redact the names, addresses, and social security numbers before making copies available to the public. Any failure to comply within 10 days of the request will be reported to the California Division of Labor Standards.

- 8.6. 8-Hour Workday.** This Agreement is subject to 8-hour workday and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour workday and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.
- 8.7. Registration with DIR.** Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

9. PUBLIC CONTRACT CODE.

- 9.1. Prompt Payment.** This Agreement is subject to the provisions of Article 1.7 (commencing at § 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

- 9.2. Public Works Claims.** To the extent applicable, this Agreement is subject to the provisions of California Public Contract Code Section 9204, which mandates certain procedures regarding the resolution of public works claims. A summary On-call services for street, road, and storm system maintenance, repair, and snow plowing services.

of these procedures is included in the Reference Specifications. This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration if the parties fail to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

- 9.3. Ineligible Subcontractor(s).** This Agreement is further subject to the provisions of Public Contracts Code 6109 which prohibits Contractor from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Labor Code section 1777.1 or Labor Code section 1777.7.
- 9.4. Assignment of Actions.** Contractor and any and all subcontractors shall offer and agree to assign to City all rights, title, and interest in and to all causes of action it/they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 4) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.

10. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including but not limited to computer-aided design files, developed by Contractor in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

11. RELATIONSHIP OF PARTIES

- 11.1. General.** Contractor is, and shall at all times remain as to City, a wholly independent contractor.
- 11.2. No Agent Authority.** Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Contractor, its officers, employees and agents shall not have any power to bind or commit the City to any decision or course of action, and Contractor, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of the City or that it or they have the power to bind or commit the City. Neither City nor any of its

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agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

11.3. Independent Contractor Status. Under no circumstances shall Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

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

12. INDEMNIFICATION

12.1. Definitions. For purposes of this Section 12, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

12.2. Contractor to Indemnify City. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.

12.3. Scope of Indemnity. Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential, or otherwise. Property damage shall include injury to any personal or real property. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

12.4. Attorneys Fees. Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation.

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Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 12.5. Defense Deposit.** The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request. Counsel shall be satisfactory to the City.
- 12.6. Waiver of Statutory Immunity.** The obligations of Contractor under this Section 12 are not limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City.
- 12.7. Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.
- 12.8. Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

13. INSURANCE

- 13.1. Insurance Required.** Contractor shall maintain insurance as described in this Section and shall require all of its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 13.2. Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Contractor shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: On-Call Services streets, road, and sidewalk repair
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

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

General Liability:	\$2,000,000 per occurrence \$4,000,000 aggregate / \$5,000,000 aggregate \$2,000,000 Products Comp/Op Aggregate \$1,000,000 Personal & Advertising Injury \$ 50,000 Fire Damage (any one fire) \$ 5,000 Medical Expense (any 1 person)
Workers' Compensation:	\$1,000,000 EL Each Accident \$1,000,000 EL Disease - Policy Limit \$1,000,000 EL Disease - Each Employee
Automobile Liability	\$1,000,000 Any vehicle, combined single limit
Contractors' Pollution Legal Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Builder's Risk	As applicable

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

13.4. General Liability Insurance. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

13.5. Worker's Compensation Insurance. Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Contractor will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

13.6. Automobile Liability Insurance. Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

13.7. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion

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of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- 13.8. Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of Colfax must be endorsed as an additional insured for each policy required herein, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 13.9. Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Contractor under this Agreement. Failure of the Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.
- 13.10. Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Colfax, Attn: Public Works Department, 33 S. Main Street,, Colfax, CA 95713.
- 13.11. Contractor's Insurance Primary.** The insurance provided by Contractor, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- 13.12. Waiver of Subrogation.** Contractor hereby waives all rights of subrogation against the City. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

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13.13. Report of Claims to City. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted to Contractor's insurer in connection with the services under this Agreement.

13.14. Premium Payments and Deductibles. Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

14. MUTUAL COOPERATION

14.1. City Cooperation in Performance. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

14.2. Contractor Cooperation in Defense of Claims. If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor shall render any reasonable assistance that City may require in the defense of that claim or action.

15. NOTICES

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

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If to City:

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

If to Contractor:

Chantell Colvis
Office Manager
10001 Ophir Road
Newcastle, CA 95658
Telephone: (530) 308-0196
Email: chantell@simpsonpaving.com

With courtesy copy to:

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

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.15 (Records), Section 11.4 (Indemnification of CalPERS Determination), Section 12 (Indemnification), Section 13.7 (Claims-Made Policies), Section 14.2 (Contractor Cooperation in Defense of Claims), and Section 19.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

17. TERMINATION

- 17.1. City Termination.** The City may, in its sole and unfettered discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the services required. Notice of Termination of this Agreement shall be given in writing to Contractor and shall be sufficient and complete when same is emailed to Contractor and simultaneously deposited in the United States mail postage prepaid and certified, addressed as set forth in Section 15 of this Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by Contractor. If City should terminate this Agreement, the Contractor shall be compensated for all work satisfactorily performed prior to time of receipt of termination notice, and shall be compensated for materials ordered by the Contractor or his/her employees, or services of others ordered by the Contractor or his/her employees prior to receipt of Notice of Termination whether or not such materials or final instruments of services of others have actually been delivered, provided that the Contractor or its employees are not able to cancel such orders for materials or services of others. Compensation for the On-call services for street, road, and storm system maintenance, repair, and snow plowing services.

Contractor in the event of termination by the City shall be determined by the City **Manager** in accordance with the percentage of project completed. In the event that this Agreement is terminated pursuant to this Section 17.1, Contractor shall not be entitled to any additional compensation over that provided herein; nor shall Contractor be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by the City pursuant hereto.

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

18. INTERPRETATION OF AGREEMENT

- 18.1. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.2. Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor with respect to On-call services for street, road, and storm system maintenance, repair, and snow plowing services.

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

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

19. GENERAL PROVISIONS

- 19.1. Confidentiality.** All data, documents, discussion, or other information developed or received by Contractor for performance of this Agreement are deemed confidential and Contractor shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 19.2. Conflicts of Interest.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For On-call services for street, road, and storm system maintenance, repair, and snow plowing services.

the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

19.11. Attorneys' Fees. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

19.12. Venue. The venue for any litigation shall be the Superior Court of California for the County of Marin and Contractor hereby consents to sole jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

19.13. Counterparts; Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

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

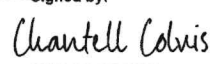
"City"
City of Colfax

"Contractor"
Simpson & Simpson Inc.

By:

Signature

By:

Signed by:


6E454E626702426...
Signature

Printed: Ron Walker

Title: City Manager

Date: _____

Printed: Chantell Colvis

Title: Office Manager

Date: 9/16/2026

Attest:

By:

Gabrielle Christakes,
City Clerk

Date: _____

On-call services for street, road, and storm system maintenance, repair, and snow plowing services.

Approved as to form:

By: _____
Conor W. Harkins,
City Attorney

Date: _____

On-call services for street, road, and storm system maintenance, repair, and snow plowing services.

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

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

Date: 9/16/2026

Signed by:



6E454E626702426...

Signature

Chantell Colvis

Printed Name

Office Manager

Title

On-call services for street, road, and storm system maintenance, repair, and snow plowing services.

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Approved for Use: 1/1/2026
385970.2

EXHIBIT A

(Scope of Services)

4. PROPOSED APPROACH

4.1 Understanding of the City's Needs

Simpson & Simpson understands that the City requires a dependable contractor capable of responding to on-call roadway, paving, concrete, maintenance, repair, storm-response, snow-clearing and related infrastructure needs. Our approach provides the City direct access to an experienced local construction team with the personnel, equipment and management structure necessary to evaluate work requests, allocate resources efficiently, and complete authorized work safely and professionally.

Our nearly 20 years performing PCWA's On-Call Paving and Concrete Contract provides an established model for this type of work. Combined with extensive previous City of Colfax work, the recent CDBG Road Rehabilitation Project, and snow-clearing work during the past two winter seasons, Simpson & Simpson brings direct experience relevant to the City's proposed contract.

4.2 Work Request and Response Process

1. Work Request and Initial Review

Steve Simpson will review City work requests to determine the nature, location, urgency and anticipated scope, including personnel, equipment, materials and traffic control.

2. Field Review and Scope Confirmation

When appropriate, Simpson & Simpson will review field conditions and coordinate with the City's representative to confirm the requested work before mobilization.

3. Crew and Equipment Assignment

Steve Simpson will allocate company resources. Brian Quinones and Josh Guzman will manage field crews. Crew size and equipment will be matched to each assignment to avoid unnecessary costs.

4. Scheduling and Mobilization

Routine work will be coordinated with the City and incorporated into the active construction schedule. Urgent or emergency work will be prioritized and worked into the current schedule as quickly as reasonably practical. Asphalt paving and repair must occur during normal supplier operating hours because hot-mix asphalt is not available locally after hours.

5. Construction

Assigned crews will mobilize with necessary company equipment, materials, traffic-control equipment and signage. Brian and/or Josh will manage field activities; Steve will maintain overall City coordination.

6. Completion and Restoration

Upon completion, Simpson & Simpson will clean the affected work area and restore areas disturbed by its operations as required.

On-call services for street, road, and storm system maintenance, repair, and snow plowing services.

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4.3 Staffing and Backup Coverage

All 13 Simpson & Simpson employees are available to support City assignments. Brian Quinones and Josh Guzman routinely manage field crews, providing experienced field leadership and backup coverage. Crew assignments can be adjusted according to workload and the size, complexity and urgency of individual City requests.

4.4 Equipment and Resources

- Asphalt paving equipment
- Rollers and compaction equipment
- Skid steers
- Excavators
- Backhoes
- Dump trucks

CSLB No. 184056 - Class A

Page 6

SIMPSON & SIMPSON, INC.

City of Colfax - On-Call Services Proposal

- Motor graders
- Water trucks
- Supporting construction vehicles and equipment
- Traffic-control equipment and signage

Company equipment will be selected according to each assignment. Maintaining its own workforce and equipment allows Simpson & Simpson to directly coordinate its primary paving, roadway, grading and concrete operations.

Section 1 Labor Classification

Pursuant to the requirements of California Labor Code Section 1771, the labor performed for the work described must be compensated at general prevailing wage rates for outsourced work over \$1,000. Prevailing wage rates can be found at <https://www.dir.ca.gov/public-works/prevailing-wage.html>.

Invoicing will include a breakdown of hours and hourly rates for the labor performed.

On-call services for street, road, and storm system maintenance, repair, and snow plowing services.

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EXHIBIT B
(Approved Fee Schedule)

A/C Remove & Replace		1 - 100	101 - 300	301- 1,000	1,001 -
1	2"	\$ 65.00	\$ 25.00	\$ 20.00	\$ 9.50
2	3"	\$ 68.00	\$ 27.00	\$ 22.00	\$ 10.50
3	4"	\$ 70.00	\$ 29.00	\$ 24.00	\$ 12.00
4	6"	\$ 72.00	\$ 31.00	\$ 26.00	\$ 13.00
Includes neat cutting sides Remove & replace damaged areas Work to be done within city limits Total billing is based on sqft completed <i>per day</i> .					

		Lump Sum			
5	Adjusting Valve Cover	\$1500/Each			
6	Adjusting Manhole/Vault Cover	\$2500/Each			
7	Remove & Replace Valve Cover	\$1500/Each			

Crackfill <i>*Per linear foot*</i>		1 - 100 LF	101 - 300 LF	301- 1,000 LF	1,001 - LF
8	Crackfill	\$ 25.00	\$ 25.00	\$ 20.00	\$ 15.00
9	Per Box Installed <i>*Perfered Method*</i>	\$ 375.00	\$ -	\$ -	\$ -
<i>*Includes crack cleaning & filling*</i>					

Traffic Control & Misc.					
10	Cal Trans Lane Closure	\$ 375.00	Per Hour		
11	Message Board	\$ 1,000.00	Per Day		
<i>*Rates based per hour/day*</i>					

On-call services for street, road, and storm system maintenance, repair, and snow plowing services.

Concrete		6" - 9" Thickness	9" - 12" Thickness		
<i>*Pricing per foot</i>		10' - 100' ft	10' - 100' ft		
12	Concrete Curb/Gutter	\$ 200.00	\$ 295.00		
<i>*Pricing per sqft.</i>		4" - 5" Thickness	4" - 5" Thickness	6" - 8" Thickness	6" - 8" Thickness
		10' - 100' ft	101' - 200' ft	10' - 100'	101' - 200'
13	Sidewalk/ Flatwork	\$ 43.00	\$ 33.00	\$ 80.00	\$ 50.00

Snow Removal					
<i>Between the hours of 8 a.m. - 5 p.m.</i>					
14	Foreman	\$ 165.00	\$ -	\$ -	\$ -
15	Labor	\$ 145.00	\$ -	\$ -	\$ -
16	Backhoe w/ Operator	\$ 375.00	\$ -	\$ -	\$ -
17	Skiploader	\$ 375.00	\$ -	\$ -	\$ -
18	Dump Truck	\$ 195.00	\$ -	\$ -	\$ -
19	Blade	\$ 375.00	\$ -	\$ -	\$ -
20	After Hours Surcharge	\$ 1,500.00	\$ -	\$ -	\$ -
<i>*Rates based per hour*</i>					

On-call services for street, road, and storm system maintenance, repair, and snow plowing services.

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CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

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

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

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

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

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

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

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

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

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

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

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

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

Date _____ Amount \$ _____

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

1. _____
2. _____
3. _____

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

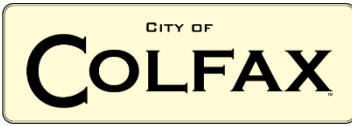
Printed Name _____

Signature _____

Date _____ Phone _____

To be completed by City:

Document No: _____



Staff Report to City Council

FOR THE SEPTEMBER 23, 2026 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Historic Colfax Downtown Association (HCDA), Building Common Ground Presentation

Budget Impact Overview:

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

Summary/Background

Historic Colfax Downtown Association (HCDA) has been selected as one of 20 communities nationwide to receive funding from the Mellon Foundation for a hands-on program built around community design.

Building Common Ground: Fieldwork is a national program supported by a grant from the Mellon Foundation's Humanities in Place program that offers free, hands-on design, planning, and project development support to rural and Tribal communities.

Program Overview

Goal: Helps community-led initiatives translate local history, culture, and identity into actionable, place-based projects (such as restoring older buildings for cultural use, creating public spaces, or designing community archives and museums).

Support: Provides customized coaching, technical expertise, shared learning, and small grants rather than delivering pre-set solutions.

Partners: Led by the Building Common Ground team—a collaborative of design field leaders including organizations like Epicenter.

Conclusions

Erin Newington with HCDA will provide a presentation on the program and answer any questions related to it.

Attachments:

1. HCDA Information and Request Letter

From: [Erin Newington](#)
To: [City Manager](#); [Caroline McCully](#); [Larry Hillberg](#)
Cc: [Gretchen Boyce](#)
Subject: Request for Agenda Time — September 23 Council Meeting: HCDA Selected for National Design Fellowship
Date: Tuesday, September 15, 2026 5:01:54 PM

Ron, Mayor McCully and Mayor Pro Tem Hillberg,

I'm writing to share some big news for Colfax, and to request time on the September 23 Council agenda to do a short presentation on the Building Common Ground: Fieldwork Fellowship.

HCDA applied for this fellowship at the start of this year, and Colfax has now been selected as one of 20 rural communities nationwide to receive it. It's funded by the Mellon Foundation, and it's not a grant — it's a year-long, hands-on program built around a full community design process, and it also includes a microgrant of up to \$7,500 to help implement a project that comes out of it.

Since HCDA's founding, our mission has been to bring resources and opportunities to Colfax that a small city with limited staff and budget can't always chase down on its own. This fellowship is exactly that kind of win: it gives Colfax a full design team — award-winning architects, designers, and community-development specialists with deep rural experience — working directly with us to build a comprehensive citywide plan, at no cost to the City. That's a level of professional design and planning work Colfax could not otherwise afford, and it builds directly on work the City has already called for in the 2024 Downtown Connectivity and Main Street Improvement Plan and the General Plan 2040.

This builds directly on the interest Council expressed last year in bringing more visibility to downtown from the I-80 corridor — our project will focus on signage, transportation, historic preservation, storytelling, and community design, the pieces needed to turn downtown Colfax into more of a destination, the way Grass Valley and Folsom have done with their own historic cores. A number of the specific goals in our proposal line up closely with projects the City has already identified in its own plans, so this isn't a new direction — it's a resource to help execute what the City has already called for.

To kick things off, two HCDA members will be attending a summit of fellowship participants in Utah in October to meet with the design team and launch the process.

We'd like to present to Council about the fellowship on the 23rd and talk through how we can engage you and the community to support the project together. Happy to answer any questions in the meantime.

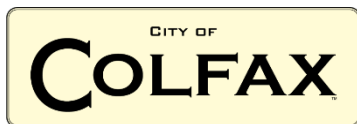
Thank you for the City's continued partnership on this and Colfax's other downtown work — looking forward to building this one together.

Erin Newington
 Historic Colfax Downtown Association

Colfax, CA
(916) 548-9198
Erin@HistoricColfax.com

www.HistoricColfax.com

Preserving history, fostering community, and revitalizing downtown Colfax.



Staff Report to City Council

FOR THE SEPTEMBER 23, 2026 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: PG&E Community Resource Center Sublet Agreement

Budget Impact Overview:

N/A:	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Review and Provide Direction to Staff

Summary/Background

The City of Colfax was heavily affected by the first wave of Pacific Gas & Electric (PG&E) Public Safety Power Shutoff (PSPS) events beginning in 2018. The City's Local Hazard Mitigation Plan documents at least eight PSPS events between October 14, 2018 and October 25, 2020. One event lasted nearly four days; another lasted more than 61 hours. The outages affected businesses, schools and government operations.

To address this, PG&E began developing temporary distribution microgrids as a response to the increasing number of PSPS events. The concept was to isolate a portion of PG&E's distribution system that was safe to energize while the larger grid was shut down, then connect mobile generation to that isolated portion. Colfax was identified as one of the communities that could benefit from this approach.

PG&E constructed the Colfax temporary microgrid in 2020. The site is located in the parking lot behind the Colfax Railroad Junction building at 7 North Main Street, at the corner of North Main Street and Grass Valley Street. PG&E reported that the facility was completed and operationally ready in December 2020.

The facility itself is not a conventional permanent power plant. It is essentially an **interconnection and switching facility** that allows PG&E to:

- isolate the designated downtown distribution circuit from the larger PG&E grid;
- connect mobile generators;
- energize the isolated circuit; and
- continue providing electricity to customers within the designated microgrid area while surrounding areas remain de-energized because of a PSPS event.

PG&E initially identified approximately 391 customers within the Colfax microgrid's energization area. That area generally extended east of I-80, around North Main Street, south of Gearhart Street and north of Treasurton Street.

Although the basic microgrid was completed in December 2020, PG&E planned additional work in 2021 to make the connection of mobile generators faster and more stable. PG&E's subsequent Wildfire Mitigation Plan records state that the Colfax distribution microgrid was constructed in 2021 and made ready to operate in 2022. This appears to reflect the distinction between construction of the physical facility and completion of the equipment necessary for operational deployment.

The City entered into a temporary agreement in October 2019 for the Community Resource Center (CRC) that was placed at 7 North Main Street during the Fall 2019 PSPS events. Staff believed the CRC center would have minimal impacts to City property with no demand on labor resources.

In preparation for the 2020 PSPS season, staff and PG&E have developed a PSPS CRC Agreement for 7 North Main Street (Attachment 2) for council consideration. The Agreement term expired in 2025.

The City renewed the agreement on May 14, 2025 for a period of 5 years with an option to terminate with 180 days' notice. Since signing the agreement, some Council members have indicated a desire to terminate the agreement to free up the parking area at 7 North Main Street, Assessor's Parcel Number 006-071-007-000 because PSPS shut off events have lessened substantially since the initial installation of the microgrid connection system.

Conclusions

Staff is seeking direction from the City Council on whether to terminate the agreement or allow the agreement to expire and reassess the matter at that time.

Attachments:

1. Agreement 2025
2. Agreement 2020

LICENSE AGREEMENT
(PUBLIC SAFETY POWER SHUTOFF)

This License Agreement ("**License Agreement**") is made and entered into this 14 day of May, 2025 (the "**Effective Date**") by City of Colfax, hereinafter called "**LICENSOR**," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**." PG&E and LICENSOR are sometimes hereinafter each singularly referred to as "PARTY" and collectively as "PARTIES".

R E C I T A L S:

A. LICENSOR owns or leases that certain real property commonly known as Freight Depot, located at 7 North Main Street, Assessor's Parcel Number 006-071-007-000, hereinafter called the "**Property**," located in the City of Colfax, County of Placer, State of California.

B. PG&E desires to partner with LICENSOR in connection with a Public Safety Power Shutoff Event ("**PSPS Event**") as defined in Section 3 below.

C. The PARTIES desire to memorialize this mutual understanding and agreement for making the Property available to PG&E in connection with a PSPS Event.

NOW, THEREFORE, for good and valuable consideration, LICENSOR and PG&E agree as follows:

1. License Area. The real property that is the subject of this License Agreement is described in **EXHIBIT A** (the "**License Area**").

2. Grant of License. Subject to the terms and conditions set forth in this License Agreement, LICENSOR grants PG&E, PG&E's Representatives, and PG&E's customers, the right to use the License Area in connection with a PSPS Event, together with rights of ingress and egress to and from the License Area. PG&E shall give LICENSOR at least 8 hours' prior notice of the date and time that PG&E needs to access and use the License Area. If the License Area is not available for access and use by PG&E on the date and time specified in PG&E's notice, LICENSOR must so notify PG&E within 4 hours after receipt of PG&E's notice.

3. Use of License Area. During Use Days (as defined in Section 4 below), PG&E and its employees, contractors, agents, and representatives ("**PG&E's Representatives**") may enter the License Area for purposes of establishing and operating a customer resource center in the case of a PSPS Event. LICENSOR acknowledges that PG&E's Activities may include the following: setting up tents with tables and seating where PG&E customers can obtain water and snacks, charge phones, and get up-to-date information on outages; installing trailers, portable toilets, portable back-up generators, and temporary fencing; parking mobile vehicle units and other vehicles. For purposes of this License Agreement, a "**PSPS Event**" means the existence of one or more environmental conditions creating extreme fire danger that results in the shutoff of power for public safety. Examples of PSPS Events include red flag warnings issued by the United States National Weather Service, low humidity levels, high winds, and dry vegetation.

(a) Personnel. During Use Days PG&E shall have the exclusive right to use the License Area, up to twenty-four (24) hours per day. Hours for use to PG&E customers shall be from 8:00 am to 10:00 pm. On Use Days, the License Area shall be fully staffed by PG&E and its representatives, at PG&E's sole cost and expense. PG&E shall provide uniformed unarmed security at its cost and expense to ensure the protection of its equipment, the safety of the public and to prevent any damage to the Property.

4. Term. This License Agreement shall be for a term of five (5) years, commencing on May 14, 2025 (the "**Commencement Date**"), and expiring May 14, 2030 (the "**Termination Date**"). The license granted herein shall be revocable at the option of either LICENSOR or PG&E, provided that the revoking party provides at least one hundred eighty (180) days' written notice of the revocation to the other party. Notwithstanding the term of this License Agreement, PG&E anticipates that it will use the License Area on an occasional basis, if at all, for periods of two (2) to ten (10) days at a time. The days (including any partial days) during which any of PG&E's Activities are occurring in or on the License Area are referred to herein as "**Use Days**." During Use Days, PG&E shall have the exclusive right to use the License Area twenty-four (24) hours per day.

5. License Fee. PG&E shall pay a license fee of One Hundred Dollars (\$100.00) per day for each Use Day.

6. Use of License Area.

(a) As Is. To LICENSOR'S current actual knowledge, the Property complies with all laws, including the Americans with Disabilities Act and other accessibility laws. PG&E accepts the License Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS," subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the License Area. PG&E may request LICENSOR to perform alterations, repairs, or improvements to the License Area, but PG&E understands and agrees that LICENSOR shall not be obligated to make any such alterations, repairs or improvements at any time.

(b) Restoration. PG&E shall exercise reasonable care in the conduct of PG&E's Activities in the License Area. Upon PG&E's ceasing to use the License Area in connection with a particular PSPS Event, PG&E shall remove all vehicles and personal property of PG&E and PG&E's Representatives, remove all debris and waste material resulting from PG&E's Activities, and repair and restore the License Area as nearly as possible to the condition that existed prior to PG&E's entry hereunder.

(c) Water Discharge. PG&E's activities may require potable water-filled equipment, such as barrels or water barriers to weigh down tents or other equipment, or to delineate outside areas on the Property. All potable water-filled equipment shall be cleaned prior to use and filled with water from a potable water source only. Any water discharged from the water-filled equipment shall be discharged to onsite unpaved land (i.e., soil) only. PG&E and PG&E's representatives shall ensure best management practices are implemented including but not limited to ensuring water is observed for any potential sediments, trash or other contaminants; the discharge area selected is 100 feet from a water body; and the discharge is

done to avoid ponding and erosion. If the water needs to be discharged to a storm drain, PG&E will obtain local stormwater agency approval. This License Agreement authorizes the discharge of potable water from water-filled equipment on to the Property as described above. PG&E shall notify LICENSOR if water discharge is necessary.

(d) Safe Condition. PG&E, at PG&E's sole cost and expense, shall maintain the License Area in a good, clean, safe and sanitary condition during Use Days.

(e) Lawful Use Only. PG&E shall not use the License Area or permit anything to be done in or about the License Area during Use Days that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the License Area. During Use Days, PG&E shall not allow the License Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the License Area.

(f) Mechanic's Liens. PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the Property in connection with PG&E's use or PG&E's Activities, PG&E shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

7. Notices. All notices under this License Agreement shall be sent by email to the addresses set forth in **EXHIBIT B**. In addition, LICENSOR will provide PG&E with telephone or cellphone numbers of staff in calling order to contact in an emergency as set forth in **EXHIBIT B**. **EXHIBIT B** shall be updated as needed to reflect current names and contact information.

8. Indemnity. PG&E shall indemnify, defend and hold harmless LICENSOR and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") which arise from or are connected with PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this License Agreement, including, but not limited to, Claims arising out of (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or PG&E; (ii) injury to property or other interest of LICENSOR and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives. The indemnification obligations of PG&E under this Section 8 shall survive the expiration or earlier termination of this License Agreement.

9. Insurance. PG&E shall at all times during the Term of this License Agreement self-insure for PG&E's activities pursuant to this License Agreement in accordance with **EXHIBIT C**.

10. Miscellaneous.

(a) Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

(c) No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

(d) Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(e) Authority. Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this License Agreement, without the consent of any third party, and that the person signing below is authorized to bind such party.

(f) Exhibits. Exhibits A, B, and C attached to this License Agreement are a part hereof and incorporated herein by this reference.

(g) Electronic Signatures. This License Agreement may be executed by electronic signatures (e.g., using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this License Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this License Agreement as if it were an original manually executed signature page.

(h) Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of each party.

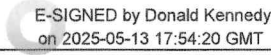
(i) Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended, except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"

"LICENSOR"

PACIFIC GAS AND ELECTRIC COMPANY, City of Colfax
a California corporation

By: 
Name: Donald Kennedy
Its: Sr. Manager, Land Acquisition
Date: May 13, 2025

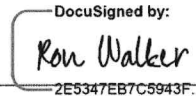
By: 
Name: Ron Walker
Its: City Manager
Date: 5/14/2025

EXHIBIT A

PSPS/CRC License Agreement Area

7 North Main Street, Colfax, CA 93254

Placer County Assessor's Parcel Number: 006-071-007-000



PSPS/CRC Area – 20,465 square feet

EXHIBIT B

NOTICES

TO LICENSOR:

Any notice to Licensor, including the notice to be given pursuant to Section 7 of the License Agreement, shall be sent to the Colfax City Manager at the following:

Email address: city.manager@colfax-ca.gov Phone Number: (530) 346-2313

In addition, in the event of an emergency, PG&E shall contact the following persons in the order set forth below:

Amanda Ahre, City Clerk Phone: (530)346-2313

Casey Merrill, Public Works Working Supervisor Phone: (530) 786-6001

Matt Anderson, Chief Plant Operator Phone: (916) 628-4849

Weekends and After Hours: Ron Walker, City Manager Phone: (530) 604-3829

Public Works On-Call Phone: (530) 308-7991

TO PG&E:

Any notice to PG&E, including the notice pursuant to Section 7 of the License Agreement shall be sent to Jessica Melton at the following email address:
Jessica.Melton@pge.com, cc'ing CRCHelp@pge.com.

PG&E contacts for use during emergency use and post emergency for claims and reimbursements:

Jessica Melton, Land Acquisition Consultant, PG&E
(925) 655-7085 – cell
Jessica.Melton@pge.com – email

Alex Grant, Land Acquisition Program Manager, PG&E
(707) 331-2466 – cell
Alex.Grant@pge.com – email

EXHIBIT C



**Pacific Gas and
Electric Company®**

Insurance Department
300 Lakeside Drive
Oakland, CA 94612

THIS STATEMENT OF SELF-INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE STATEMENT OF SELF-INSURANCE HOLDER. THIS STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN PACIFIC GAS & ELECTRIC COMPANY AND THE STATEMENT HOLDER.

STATEMENT OF SELF-INSURANCE PROGRAM

Statement Holder: To Whom It May Concern

June 14, 2024

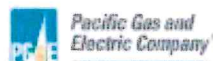
Re: Insurance requirements for Pacific Gas and Electric Company (PG&E) to use property for the purposes of establishing and operating a Community Resource Center and EV Charging Station in the case of a Public Safety Power Shutoff Event (PSPS).

Commercial General Liability: \$5,000,000 each occurrence / \$10,000,000 aggregate
Employer's Liability: \$1,000,000 each accident
Business Auto Liability: \$1,000,000 each accident

Further, PG&E has qualified as a self-insurer under the laws of the State of California with respect to Workers' Compensation. Our identification number for this purpose is 2-0012-01-099.

***Please note a Certificate of Insurance (COI) is not applicable when an entity such as PG&E is self-insured.**

Brian Pelham
Director, Insurance Department



Public

SUBLEASE AGREEMENT

This Sublease Agreement ("**Sublease Agreement**") is made and entered into this 17th day of July, 2020 (the "**Effective Date**") by the CITY OF COLFAX, hereinafter called "**CITY**," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**." CITY and PG&E may hereinafter each be referred to as "Party" and collectively be referred to as "Parties".

R E C I T A L S:

A. CITY leases from Union Pacific Railroad Company (hereinafter called "**UPRR**") the certain real property commonly known as Freight Depot, located at 7 North Main Street, Assessor's Parcel Number 006-071-007-000, hereinafter called the "**Property**," located in the City of Colfax, County of Placer, State of California.

B. PG&E desires to partner with CITY in connection with a temporary microgrid Pre-Installed Interconnection Hub ("**PIH**") to provide temporary generation to portions of Colfax during Public Safety Power Shutoff Events ("**PSPS Events**") as defined in Section 3 below.

C. The Parties desire to memorialize this mutual understanding and agreement for making the Property available to PG&E in connection with the PIH Program.

NOW, THEREFORE, for good and valuable consideration, CITY and PG&E agree as follows:

A G R E E M E N T

1. Sublease Area. The real property that is the subject of this Sublease Agreement is described and depicted in Exhibit "A" (the "**Sublease Area**")

2. Grant of Sublease. Subject to the terms and conditions set forth in this Sublease Agreement, CITY grants PG&E and its employees, contractors, agents and representatives ("**PG&E's Representatives**"), the right to use the Sublease Area in connection with the PIH, together with rights of ingress and egress to and from the Sublease Area.

3. Use. PG&E and PG&E's Representatives may enter the Sublease Area for purposes of establishing and placement of a PIH, which will allow quick connection of temporary generation to provide electricity to portions of the City of Colfax during PSPS Events or other pre-arranged use. ("**PG&E's Activities**"). For purposes of this Sublease Agreement, PSPS Events refer to the existence of conditions that results in the shutoff of power for public safety.

CITY acknowledges that PG&E's Activities will include installation of the following equipment within the Sublease Area, as depicted on Exhibit "A", which will remain on site for the duration of the Term, as defined in Section 4 below: underground ground grid with conduits and equipment pads and a transformer and recloser or interrupter at grade level ("**Fixed Equipment**"). CITY also acknowledges that the following materials may be placed on the Sublease Area on the days leading up to, during, and the days after PSPS

Events: electrical cables, spill containment kits, temporary fencing, portable toilets, engine-generators, load banks, fuel tanks, diesel fuel and lubrication oil for temporary generators or any other equipment deemed necessary to operate the PIH (“**Temporary Generation Equipment**”). PG&E shall give CITY at least 24 hours' prior notice of the date and time that PG&E needs to access and use the Sublease Area for placement of the Temporary Generation Equipment.

4. Term. This Sublease Agreement shall commence on August 1, 2020 (“**Commencement Date**”) and unless sooner terminated as provided in this Sublease Agreement, shall extend for one year; and thereafter, shall automatically be extended from year to year. The sublease granted herein shall be revocable at the option of either CITY or PG&E, provided that the revoking Party provides at least one hundred and eighty (180) days' written notice of the revocation to the other Party.

5. Use of Sublease Area.

- (a) As Is. To CITY'S current actual knowledge, the Property complies with all laws, including the Americans with Disabilities Act and other accessibility laws. PG&E accepts the Sublease Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS," subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Sublease Area. PG&E may request CITY to perform alterations, repairs, or improvements to the Sublease Area, but PG&E understands and agrees that CITY shall not be obligated to make any such alterations, repairs or improvements at any time.
- (b) Restoration. PG&E shall exercise reasonable care in the conduct of PG&E's Activities in the Sublease Area. Upon PG&E's ceasing to use the Sublease Area PG&E shall remove Fixed Equipment and Temporary Generation Equipment, as well as all vehicles and personal property of PG&E and PG&E's Representatives, remove all debris and waste material resulting from PG&E's Activities, and repair and restore the Sublease Area as nearly as possible to the condition that existed prior to the Commencement Date of the Term.
- (c) Safe Condition During PSPS Events. PG&E, at PG&E's sole cost and expense, shall maintain the Sublease Area in a good, clean, safe and sanitary condition during the Term of this Sublease Agreement.
- (d) Lawful Use Only During PSPS Events. PG&E shall not use the Sublease Area or permit anything to be done in or about the Sublease Area that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the Sublease Area. PG&E shall not allow the Sublease Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the Sublease Area.
- (e) Mechanic's Liens. PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the

Property in connection with PG&E's use or PG&E's Activities, PG&E shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

6. Notices. All notices under this Sublease Agreement shall be sent by email to the addresses set forth in Exhibit "B". In addition, CITY will provide PG&E with telephone or cellphone numbers of staff in calling order to contact in an emergency as set forth in Exhibit "B". Exhibit "B" shall be updated as needed to reflect current names and contact information.

7. Indemnity. PG&E shall indemnify, defend and hold harmless CITY and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") which arise from or are connected with PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this Sublease Agreement, including, but not limited to, Claims arising out of (i) injury to or death of persons, including, but not limited to, employees of CITY or PG&E; (ii) injury to property or other interest of CITY and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives. However, this indemnity shall not extend to that portion of such loss or damage that shall have been caused by CITY's comparative negligence or willful misconduct. The indemnification obligations of PG&E under this Section 8 shall survive the expiration or earlier termination of this Sublease Agreement.

8. Insurance. PG&E shall at all times during the Term of this Sublease Agreement self-insure in accordance with Exhibit "C".

9. Miscellaneous.

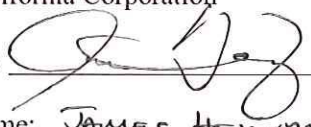
- (a) Governing Law. This Sublease Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.
- (b) Attorney's Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.
- (c) No Waiver. Any waiver with respect to any provision of this Sublease Agreement shall not be effective unless in writing and signed by the Party against whom it is asserted. The waiver of any provision of this Sublease Agreement by a Party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this Sublease Agreement.
- (d) Counterparts. This Sublease Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

- (e) Authority. Each party to this Sublease Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this Sublease Agreement, without the consent of any third party, and that the person signing below is authorized to bind such party.
- (f) Exhibits. Exhibits A, B and C attached to this Sublease Agreement are a part hereof and are incorporated herein by this reference.
- (g) Electronic Signatures. This Sublease Agreement may be executed by electronic signatures (for example, by using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this Sublease Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this Sublease Agreement as if it were an original manually executed signature page.
- (h) Successors and Assigns. This Sublease Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of each party.
- (i) Entire Agreement. This Sublease Agreement supersedes all previous oral and written agreements between and representation by or on behalf of the Parties and constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Sublease Agreement may not be amended, except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Sublease Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

PG&E:

**PACIFIC GAS AND ELECTRIC COMPANY, a
California Corporation**

By: 

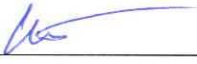
Name: JAMES HERNANDEZ

Title: LAND ACQUISITION MANAGER

Date: 7/23/20

CITY:

CITY OF COLFAX:

By: 

Name: Wes Heathcock

Title: City Manager

Date: 7/16/2020

Exhibit "A"
Sublease Area



Exhibit A

Exhibit "B"
Notices

Notices to CITY:

Any notice to CITY, including the notice to be given pursuant to Section 2 of the Sublease Agreement, shall be sent to Wes Heathcock at the following email address: wes.heathcock@colfax-ca.gov

In addition, in the event of an emergency, PG&E shall contact the following persons in the order set forth below:

- | | |
|---|--|
| <p>1. Name: <u>Wes Heathcock</u></p> <p>Title: <u>City Manager</u></p> <p>Phone: <u>(630) 308-4558</u></p> <p>E-Mail: _____</p> | <p>2. Name: <u>Jaclyn Collier</u></p> <p>Title: <u>City Clerk</u></p> <p>Phone: <u>(530) 346-2313</u></p> <p>E-Mail: <u>city.clerk@colfax-ca.gov</u></p> |
| <p>3. Name: _____</p> <p>Title: _____</p> <p>Phone: _____</p> <p>E-Mail: _____</p> | |

Notices to PG&E:

Any notice to PG&E, including the notice pursuant to Section 2 of the Sublease Agreement shall be sent to:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

With a copy to:

Jamie Guillen, Principal Right of Way Agent at the following email address: Jamie.Guillen@pge.com



**Pacific Gas and
Electric Company®**

**Exhibit "C"
Insurance Certificate**

EORM & Insurance Department
245 Market Street / N4S
4th Floor
San Francisco, CA 94105

STATEMENT OF SELF-INSURANCE PROGRAM

July 16, 2020

Issued to: City of Colfax
PO Box 702
Colfax, CA 95713

Re: Insurance requirements for Pacific Gas and Electric Company (PG&E) to obtain a Sublease Agreement beginning August 1, 2020 from the City of Colfax, CA for establishing and placement of a Pre-Installed Interconnection Hub (PIH) located at 7 North Main Street in Colfax, CA (Placer County APN #006-071-007). This PIH will allow quick connection of temporary generation to provide electricity to portions of the City of Colfax during Public Safety Power Shutoff (PSPS) Events or other pre-arranged use.

This letter certifies PG&E is insured under a major risk management program with large self-insured retentions. The program provides coverage for the insurance types and limits reflected in the agreement which includes:

Commercial General Liability: \$5,000,000 each occurrence / \$5,000,000 aggregate
Employer's Liability: \$1,000,000 each accident
Business Auto Liability: \$1,000,000 each accident

Further, PG&E has qualified as a self-insurer under the laws of the State of California with respect to Workers' Compensation. Our identification number for this purpose is 2-0012-01-099.

This letter shall remain in effect until the termination of the insurance agreement between PG&E and the City of Colfax, CA its officers, agents, and employees as outlined in as specifically outlined in Sublease Agreement referenced above.

*Please note a certificate of insurance is not applicable when an entity is self-insured, such as PG&E.

Stephen J Cairns

Stephen Cairns
Vice President Internal Audit and Chief Risk Officer



**Pacific Gas and
Electric Company®**



Staff Report to City Council

FOR THE SEPTEMBER 23, 2026 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Draft City Policy Regarding Event Donation

Budget Impact Overview:

N/A:	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Review, Discuss, and provide Direction to Staff

Summary/Background

To ensure accountability, fairness, and consistency, City staff, under the direction of the City Council, will develop and implement a City policy governing event donations. Staff reviewed the City of Sacramento’s event support program and guidelines and used the documents as a template for the city.

On September 9, 2026, this item was discussed with the City Council, and staff received direction to make revisions to the documents. The requested changes have been incorporated, and the item has been brought back to the Council for further review. Once the Council is satisfied with the revisions, staff will return the item for formal adoption at a future council meeting.

Attachments:

- 1. Special Event Support Program Guidelines
- 2. Special Event Support Program Application

City of Colfax

Special Event Support Program Guidelines

I. Program Description

The City of Colfax Special Event Support Program is intended to incentivize the production of special events. The program assists special events from start-up through self-sufficiency within the Colfax downtown area (see Section VIII for boundaries).

Events must align with the City's goals by:

- Offering family-oriented themes, entertainment or activities;
- Showcasing Colfax's Historic Downtown, and regional identity;
- Promoting the City of Colfax, and/or;
- Generating ~~substantial~~ economic benefit as determined by the City Manager, or their designee(s) in their sole discretion.

Two types of support are available:

- A. City Services: Direct services provided by City staff.
- B. Financial support directly related to an event.

II. Award Criteria

Applications will be evaluated on the following factors:

- A. **Type of event** – New; ~~Previous~~, Free or ticketed; family-oriented.
- B. **Economic Impact** – Hotel room nights, visitor spending, local spending, operational spending, other.
- C. **Community Involvement** – Volunteer programs, sponsorship programs, and identified partnerships.
- D. **Media Exposure** – Television, print plan, internet, and social media strategies.
- E. **Performance Rating** – Participants, spectators, media plan, and City support plans.
- F. **Required Documents** – Business, marketing, financial, and logistics plans.
- G. **Community Value** – image/recognition, spectator attendance, designation as a signature event.
- H. **Event History** – Past success, reliability, delivery of comparable events.
- I. **Type of Support Requested** – Financial, City Staff, or both.

III. Program Parameters

- A. Only events within the designated geographic boundary (Section VII) are eligible in this program.
- B. Unallocated City funds may be reserved for future application or special opportunities.
- C. Priorities of Awards
 - a. City Services through Program Funds;
 - b. Financial support directly related to an event.
 - c. Free admission events over ticketed events.
- D. Funding may be revoked if:
 - a. The event fails to ~~meet Program criteria~~ take place on the scheduled date(s); or
 - b. The event application falsifies information.
- E. Additional information may be requested by the City Manager's office at any stage. Failure to provide information will result in rejection of the application for the funding cycle it was originally submitted.
- F. Applicants must be registered and in good standing with the City of Colfax, California Secretary of State, Franchise Tax Board, and (if applicable) the Attorney General prior to applying. Applications will be denied if the applicant is in arrears with the City of Colfax or not current on their Business Operations Tax.
- G. Funding may be awarded for one or more events depending on scale. Continued support requires demonstration of event growth and alignment with Program goals.
- H. Application Review:
 - a. Media advertising of event and parking will be analyzed.
 - b. Marketing plans must include media/public relations and provide pre and post event reporting. The applicant is responsible for the submission of a complete media report to the City.
 - c. Financial submissions will be evaluated for break-even performance, profit carryover, and City cost recovery.
- I. A detailed business plan may be requested at any time during the application process. All elements will be carefully reviewed ~~by the Committee~~, including cost, economic impact, and traffic, among other elements.
- J. The City Manager, or their designee(s), may reject an application ~~or in their sole discretion~~, reserve funds for events expected to deliver the greatest community or economic benefit to the City of Colfax, as determined by the City Manager, or their designee(s), in their sole discretion.

IV. Application Process

- a. Applicants must submit the required documentation during the designated application period prior to the desired event date. Applicants will be notified of their status following committee review.

Application announcements will be made via the City's webpage;

<https://Colfax-ca.gov>

V. Post-Event Review and Analysis

- a. The approved applicants must submit a detailed post-event report within 30 days after the event, ~~to~~ may include:

- Economic and/or social impact;
- Hotel occupancy levels;
- Incident logs;
- Financial summary) actual revenues and expenses);
- Spectator attendance

- b. Approved applicants must maintain a media log and affidavit for all paid and unpaid advertising.

- c. The City of Colfax may conduct an annual review/audit to confirm the event continues to meet Program criteria.

VI. Amendments. Program guidelines may be amended at any time by the City ~~Manager~~ Council to improve the program delivery.



City of Colfax
CITY SPECIAL EVENT SUPPORT PROGRAM
City Hall
33 South Main Street
Colfax Ca, 95713
530-346-2313

Application Instructions

Applications will become the property of the City of Colfax. Incomplete applications may not be processed. Email a completed application to:

city.clerk@colfax-ca.gov

Include the event name in the email subject line

Applications will be accepted on a continuous basis. Applications must be submitted no less than 20 calendar days prior to the event date for consideration by the city. The City encourages interested parties to submit applications as soon as possible.

The City of Colfax reserves the right to limit the number of program awards at its sole discretion.

Questions concerning the program may be directed to
Gabrielle Christakes
City Clerk

Gabrielle.christakes@colfax-ca.gov

STOP!

Review the program boundary map on the following page to verify that the location of your event is within the program boundary. Applications for events outside the program boundary cannot be accepted.





City of Colfax
CITY SPECIAL EVENT SUPPORT PROGRAM
City Hall
33 South Main Street
Colfax Ca, 95713
530-346-2313

Request for support application

PLEASE SUBMIT THE FOLLOWING “EVENT-ONLY” INFORMATION WITH THIS APPLICATION

1. A full and complete Revenue and Expense Budget
2. A full and complete Business Plan
3. A full and complete Marketing plan
4. A full and complete Logistics Plan
5. A full and complete list of services requested by the City of Colfax staff.
6. Copy of 501(c) (3)(6) or other not-for-profit tax status, if applicable
7. Note: Past recipients must submit a post event report before any new applications will be reviewed.
8. Note: Incomplete application may not be processed.

The undersigned hereinafter referred to as the APPLICANT, hereby makes an application to request funding support to the CITY OF COLFAX SPECIAL EVENT SUPPORT PROGRAM as noted below on the dates(s) here specified for the purpose(s) indicated. All applications are subject to approval by the presiding panel of the CITY OF COLFAX SPECIAL EVENT SUPPORT PROGRAM.

1. Funding is awarded for the following:
 - a. Direct services provided by the City of Colfax staff; and/or,
 - b. Eligible event costs that exceed City services support, as determined by a screening panel of the City of Colfax special event support program.
2. Funding for City Services are the first priority for funding through this program.

TODAY’S DATE: Click or tap here to enter text.
COMPANY/ORGANIZATION: Click or tap here to enter text.
CONTACT NAME: Click or tap here to enter text.
ADDRESS: Click or tap here to enter text.
TELEPHONE NUMBER: Click or tap here to enter text.
EMAIL ADDRESS: Click or tap here to enter text.

COMPANY/ORGANIZATION STATUS: FORM OF BUSINESS ENTITY: CHECK MARK BOX	INSERT INFORMATION
--	--------------------

☐	NON-PROFIT (copy of 501 (c)(3)(6) OR OTHER NOT FOR PROFIT TAX STATUS REQUIRED)	FEDERAL ID#	Click or tap here to enter text.
☐	COMPANY	STATE REGISTERED ID#	Click or tap here to enter text.
☐	PARTNERSHIP	Business Operations Tax Certificate ID# or Exempt	Click or tap here to enter text.
☐	SOLE PROPRIETORSHIP	DATE COMPANY ESTABLISHED:	Click or tap here to enter text.
☐	ASSOCIATION		Click or tap here to enter text.

**CITY OF COLFAX SPECIAL EVENT SUPPORT PROGRAM
EVENT INFORMATION**

Event Title: Click or tap here to enter text.	
Summary/Purpose of event: Click or tap here to enter text.	
Requested Date(s) of Event: Click or tap here to enter text.	
Days of the Week: Click or tap here to enter text.	
Event Hours: Click or tap here to enter text.	
Set-Up Time/Days: Click or tap here to enter text.	
Please list all performers and entertainment acts. Performers/entertainment acts may not be charged without prior approval of the City of Colfax Event(s) Program. Click or tap here to enter text.	
Estimated Attendance: Click or tap here to enter text.	
<u>Tickets to be Sold</u> Yes	Price Per Ticket: \$Click or tap here to enter text.
<u>Types of Requested City Services:</u> Contact City Hall at 530-346-2313 or city.clerk@colfax-ca.gov for information regarding City requirements for Special Event Permits and estimated cost for City services	<u>Estimated Cost</u>
Parking for Street Closure, etc.	Click or tap here to enter text.
Sheriff Services	
Fire Services – CalFire	
Solid Waste for Bens, Dumpsters, Street Sweeping -	
Public Works for Electrical	
Other – Please Specify	
Sub-Total City Services Request:	Click or tap here to enter text.
<u>Non-City Services Support Request</u>	Estimated Costs:

CITY OF COLFAX SPECIAL EVENT SUPPORT PROGRAM REFERENCES

Please provide a list of up to four (4) of the most recent events you and/or your organization have produced in the City of Colfax in the last five (5) years; or if none within the City, outside of the City of Colfax.

EVENT NAME	BRIEFF DESCRIPTION OF EVENT	DATE/ATTENDANCE	REFERENCE NAME & CONTACT INFORMATION

Applicant hereby represents that he/she has made full and complete disclosure of all information, and that all of the above information and statements are true and correct. Applicant also hereby authorizes a representative of the City of Colfax Special Event Support Program to contact references and obtain information as related to this application. Please allow 20 working days for process of application.

Applicants Name (print):

Applicants Signature:

Title: _____

Date: _____

This application form is subject to change by the City of Colfax at any time without notice.

Attached: Business Plan

Logistics Plan

Marketing Plan

List of Services provided by the City of Colfax

Business Plan Checklist (Completed)

**CITY OF COLFAX SPECIAL EVENT SUPPORT PROGRAM
Business Plan Checklist**

This checklist must be submitted with the application package

FINANCIAL

Revenue Sources and Amounts for Entire Event ☐

Expense Budget ☐

Sponsorship Program ☐

Economic Impact on the Community

Hotel Room Nights (how will you measure) ☐

Visitor Spending
Tickets/Non-Ticketed Pricing ☐

Marketing

Attendance ☐

Media Plan ☐

PR Plan ☐

Marketing Plan ☐

Logistical

Location of Event ☐

Map of Event Boundaries ☐

Parking Needs

Proposed Location ☐

Partner Organizations ☐

Volunteer Program ☐



Staff Report to City Council

FOR THE SEPTEMBER 23, 2026 REGULAR COUNCIL MEETING

From: Conor Harkins, City Attorney
Prepared by: Conor Harkins, City Attorney
Subject: Amendment of Noise Ordinance

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Recommended Amendments to Colfax Municipal Code Chapter 8.28

Summary/Background

Chapter 8.28 of the Colfax Municipal Code regulates noises. The current ordinance only applies to noises “not in the normal or usual conduct of commercial or industrial business.” It also declares violations to be an infraction.

This amendment would remove the limitation to usual commercial or industrial activities. It adds a new section prohibiting nighttime commercial and industrial operations between 10:00 p.m. and 6:00 a.m. And it gives the City Attorney discretion to charge any violation as a misdemeanor or infraction. The proposed ordinance makes conforming changes throughout chapter 8.28.

The proposed amendments respond to recent complaints about disruptive noises in residential areas by clarifying and bolstering the City’s enforcement authority.

Recommendation

Adopt ordinance as recommended.

Fiscal Impacts

Staff time; increases financial penalty for violation of ordinance.

Attachments:

DRAFT amendments to Colfax Muni. Code ch. 8.28 (Noise Standards)

ORDINANCE NO. _____**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLFAX AMENDING
SECTION 8.28.010 OF CHAPTER 8.28 (NOISE STANDARDS)****THE CITY COUNCIL OF THE CITY OF COLFAX DOES ORDAIN AS FOLLOWS:****SECTION 1. CODE AMENDMENT.**

Section 8.28.010 of the Colfax Municipal Code is hereby amended and restated as set forth in Exhibit A attached to this ordinance and incorporated herein by reference, with additions in underline and deletions in ~~strike through~~:

SECTION 2. CEQA.

The City Council finds that adoption of this ordinance is exempt under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that strengthening the City's noise regulations would have a significant effect on the environment. Alternatively, the City Council finds adoption of this ordinance is exempt under title 14, section 15307 of the California Code of Regulations because the City's action assures the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment. Alternatively, the City Council finds adoption of this ordinance is exempt under title 14, section 15308 of the California Code of Regulations as it is an action taken by a regulatory agency to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Further, the City Council finds that no exception listed under title 14, section 15300.2 of the California Code of Regulations applies to this ordinance. The City Council hereby directs the City Manager or his designee to take all steps necessary to file a notice of exemption for this ordinance.

SECTION 3. SEVERABILITY.

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this ordinance, or its application to any person or circumstance, is for any reason held invalid or unconstitutional by the final decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances. The City Council declares that it would have adopted this ordinance and each section, subsection, paragraph, sentence, clause, phrase, and portion thereof irrespective of the invalidity of any other portion, and irrespective of the invalidity of its application to any person or circumstance.

SECTION 4. INCONSISTENT PROVISIONS.

Any provision of the Colfax Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 5. EFFECTIVE DATE AND PUBLICATION.

This ordinance shall take effect thirty (30) days after its adoption pursuant to California Government Code section 36937. The City Clerk shall cause this ordinance, or a summary thereof, to be published in the manner required by California Government Code section 36933.

This ordinance was introduced at a regular meeting of the City Council of the City of Colfax held on September 23, 2026, and was adopted at a regular meeting of the City Council held on October 14, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline McCully
Mayor, City of Colfax

ATTEST:

Gabrielle Christakes
City Clerk, City of Colfax

APPROVED AS TO FORM:

Conor Harkins
City Attorney, City of Colfax

EXHIBIT A

8.28.010 – Noise standards.

A. It is unlawful for any person to make or continue or cause to be made or continued, any ~~loud, unnecessary or unusual noise or any noise which either annoys, disturbs, injures, or endangers the comfort, repose, health, safety or peace of others within the city when not in the normal or usual conduct of commercial or industrial business~~ is loud, raucous, or disturbing to a reasonable person of ordinary sensitivity. Factors to consider in determining whether a noise violates this ordinance shall include, but not be limited to, the following: (1) the volume and intensity of the noise; (2) the time of day or night at which the noise occurs; (3) the duration of the noise and whether it is recurrent, intermittent, or constant; and (4) the zoning and character of the area from which the noise emanates and of the area where it is perceived.

The following acts, ~~among others,~~ are declared to be ~~loud, unnecessary~~ unreasonably disturbing and ~~unnecessary~~ noises in violation of the provisions of this chapter, but such enumeration shall not be deemed to be exclusive:

1. Horns, Signaling Devices and the Like. The sounding of any horn or signaling device on any automobile, motorcycle, bus, train or other vehicle on any street or public place of the city, except as a danger warning or as required by federal or state statute; the creation by means of any such signaling device of any ~~unreasonably disturbing loud or harsh~~ unreasonably disturbing sound, the sounding of any such device for an ~~unnecessary and unreasonable~~ period of time; the use of any horn, whistle or other device operated by engine exhaust; and the use of any such signaling device when traffic is for any reason held up;
2. Radios, Phonographs and the Like. The using, operating or permitting to be played, used or operated of any radio receiving set, musical instrument, phonograph or other such machine or device for the producing or reproducing of sound in such a manner as to unreasonably disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto; and the operation of any such set, instrument, phonograph, machine or device between the hours of ~~eleven (11) p.m. to ten o'clock p.m. (10:00 p.m.) and seven a.m. to six o'clock a.m. (6:00 a.m.)~~ eleven (11) p.m. to ten o'clock p.m. (10:00 p.m.) and seven a.m. to six o'clock a.m. (6:00 a.m.) in such a manner as to be plainly audible at a distance of fifty (50) feet from the building, structure or vehicle in which such sound is located shall be prima facie evidence of a violation of the provisions of this section;
3. Loudspeakers and Amplifiers for Advertising. The using, operating or permitting to be played, used or operated of any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for the producing or reproducing of sound which is cast upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or structure;
4. Yelling, Shouting and the Like. Yelling, shouting, hooting, whistling or singing on the public streets particularly between the hours of ~~eleven (11) p.m. to ten o'clock p.m. (10:00 p.m.) and seven a.m. to six o'clock a.m. (6:00 a.m.)~~ eleven (11) p.m. to ten o'clock p.m. (10:00 p.m.) and seven a.m. to six o'clock a.m. (6:00 a.m.) or at any time or place or as to ~~unreasonably annoy or~~

disturb the quiet, comfort or repose of persons of ordinary sensitivity in any office or in any dwelling, hotel or other type of residence or of any person in the vicinity;

5. Animals and Birds. The keeping of any animal or bird which, by causing frequent or long continued noise, shall unreasonably disturb the comfort or repose of any persons of ordinary sensitivity in the vicinity;

6. Steam Whistles. The blowing of any locomotive steam whistle or steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work or as a warning of fire or danger or upon the request of proper city authorities;

7. Exhausts. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor boat or motor vehicle, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom;

8. Defects in Vehicles or Loads. The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such a manner as to create loud and ~~unnecessary~~ unreasonably disturbing grating, grinding, rattling or other noise;

9. Construction or Repair of Buildings.

a. The performance of any construction, alteration or repair activities which require the issuance of any building, grading or other permit may occur only during the following hours:

i. Monday through Friday: six a.m. to six p.m.;

ii. Saturdays: eight a.m. to five p.m.;

iii. Sundays and observed holidays: eight a.m. to five p.m.

b. Any noise from the above activities, including from any equipment used therewith, shall not produce noise levels in excess of the following:

i. Saturdays: eighty (80) dBA when measured at the property line or at a distance of twenty-five (25) feet, whichever is greater.

ii. Sundays and observed holidays: seventy (70) dBA when measured at the property line or at distance of twenty-five (25) feet, whichever is greater.

c. The building official may ~~grant a permit for building~~ authorize in writing construction, alteration, or repair activities during other time periods for emergency work or extreme hardship. "Emergency work" means work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger. Any ~~permit so granted~~ authorization shall be of specified limited duration and may be subject to any conditions necessary to limit or minimize the effect of any noise permitted thereby.

10. Schools, Courts, Churches and Hospitals. The creation of any ~~excessive~~ noise on any street adjacent to any school, institution of learning, church or court while they are in use or adjacent to any hospital, which noise unreasonably interferes with the workings of such institution or unreasonably disturbs or ~~unduly annoys~~ patients in the hospital provided conspicuous signs are displayed in such streets indicating that the building is a school, hospital or court street;

11. Hawkers and Peddlers. The shouting and crying of peddlers, hawkers and vendors which unreasonably disturbs the peace and quiet of the neighborhood;

12. Drums. The use of any drum or other instrument or device for the purpose of attracting attention to any performance, show or sale by the creation of noise;

13. Transportation of Metal Rails, Pillars and Columns. The transportation of rails, pillars or columns of iron, steel or other materials over and along the streets and other public places upon carts, drays, cars or trucks or in any other manner as to cause loud noises ~~or~~ which unreasonably disturb the peace and quiet of such streets or other public places between the hours of ten o'clock p.m. (10:00 p.m.) ~~p.m. and six a.m. and six o'clock a.m. (6:00 a.m.);~~

14. Pile Drivers, Hammers and the Like. The operation between the hours of ~~ten (10) p.m. and seven a.m.~~ ten o'clock p.m. (10:00 p.m.) and six o'clock a.m. (6:00 a.m.) of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance the use of which is attended by ~~loud or unusual~~ noise that is unreasonably disturbing to a person of ordinary sensitivity;

15. Blowers. The operation of any noise-creating blower or power fan or any internal combustion engine the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise; and

16. Nighttime Commercial and Industrial Operations. The operation or sustained use between the hours of ten o'clock p.m. (10:00 p.m.) and six o'clock a.m. (6:00 a.m.) of any fixed or mobile machinery, equipment, motor, engine, pump, compressor, generator, conveyor, mixer, batch plant, crusher, screen, hopper, loader, forklift, or other mechanical device, or the loading, unloading, staging, idling, or maneuvering of trucks, trailers, or heavy equipment, in connection with any commercial or industrial operation, in such a manner as to be unreasonably disturbing to a person of ordinary sensitivity. This paragraph shall not apply to activity expressly authorized by, and conducted in conformity with, subsection A.9.c of this Section. Nothing in this section is intended to authorize the general prohibition on unreasonably disturbing noises from commercial or industrial operations that occur after six o'clock a.m. (6:00 a.m.) and before ten o'clock p.m. (10:00 p.m.) in subparagraph A of this section.

B. Exceptions. The provisions of this section shall not apply to any regularly scheduled activities sponsored by a municipal corporation, political subdivision of the state or special district or any activities being held on land owned or controlled by a municipal corporation, political subdivision of the state or special district.

C. ~~Remedies and Penalties for Violation.~~ Violations.

1. ~~Violation and Infraction.~~ A person who violates any provision of this section shall be deemed guilty of an infraction upon conviction thereof, punishable pursuant to the provisions of this code. Unless specified otherwise, a violation of any provision of this chapter shall be punishable as an infraction or misdemeanor in the discretion of the city attorney and may be punished by a fine as established by Government Code Section 36900, in addition to all other remedies or penalties available under this Code or under any other laws.

2. ~~Violation~~ a Public Nuisance. A violation of this section is a public nuisance and may be abated by a civil action, including a restraining order or injunction.