

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

REGULAR MEETING AGENDA

December 10, 2025
Regular Session 6:00 PM

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

ZOOM at

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

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

849 6857 0574

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

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

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

1 **OPEN SESSION**

1A. Call Open Session to Order

1B. Pledge of Allegiance

1C. Roll Call

1D. Approval of Agenda Order

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

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

1E. Statement of Conflict of Interest

2 **CONSENT CALENDAR**

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

Recommended Action: By motion, approve the Consent Calendar.



2A. City Projects Report (Pages 5-10)

Recommended Action: Review and Comment.

2B. Accounting Software (Pages 11-40)

Recommended Action: Adopt Resolution _____ -2025 authorizing the City Manager to enter into an agreement with Tyler Technologies to update the city’s accounting system and provide annual service

2C. Minutes – October 22, 2025 and November 12, 2025. (Pages 41-52)

Recommended Action: Approve the Colfax City Council minutes dated October 22, 2025 and November 12, 2025.

2D. Cash Summary – October 2025 (Continued from November 12, 2025) (Pages 53-60)

Recommended Action: Review and Comment.

*** End of Consent Calendar ***

3 **AGENCY REPORTS**

3A. Placer County Sheriff’s Office

3B. California Highway Patrol

3C. Placer County Fire Department/CALFIRE

3D. Non-Profits

4 **PRESENTATIONS**

4A. Harry Anderson, “Back to the Drawing Board” Sign Company (Pages 61-64)

Recommended Action: Review and Consider Proposal.

5 **PUBLIC HEARING (NONE)**

6 **PUBLIC COMMENT**

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

7 **COUNCIL AND STAFF**

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

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

7B. City Operations Update – City Manager



8 **COUNCIL BUSINESS**

8A. Donation to the Soroptimist International of Colfax Soup Kitchen Event. *(Pages 65-66)*

Recommended Action: Adopt Resolution _____-2025 approving and authorizing the City Manager to Donate \$1,000.00 to the Soroptimist International of Colfax to assist Community Members who may not normally be able to afford a ticket to participate in the event.

8B. Skate Park Bid Results *(Page 67)*

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

8C. Bid Award for Culver St. Infiltration Trench *(Pages 68-71)*

Recommended Action: Adopt Resolution __- 2025 awarding the construction bid and authorizing the City Manager to execute an agreement for the construction of the Culver St. Infiltration Trench Improvements.

8D. Policy Initiative – Establishment of a of a Public Trust Fund & Formation of the Colfax Community Foundation. *(Pages 72-76)*

Recommended Action: Adopt Resolution _____-2025 approving and authorizing the City Manager to Establish a Public Trust Fund and Authorizing the Formation of the Colfax Community Foundation.

8E. Wayfinding Signs *(Pages 77-81)*

Recommended Action: Review and Direct Staff.

8F. Winterfest Event Update. *(Page 82)*

Recommended Action: Council will provide an update on the event.

8G. Response to 2025 Grand Jury Report *(Pages 83-131)*

Recommendation Action: Approve letter responding to the Grand Jury Report.

8H. Rotation of City Council Officers: Mayor and Mayor Pro Tem *(Pages 131-135)*

Recommended Action: By Separate motions, select a Mayor and Mayor Pro Tem.

9. GOOD OF THE ORDER

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

9A. Public Comment on Good of the Order

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

10. CLOSED SESSION (NONE)

ADJOURNMENT



I, Ron Walker, Interim City Clerk for the City of Colfax, declare that this agenda was posted in accordance with the Brown Act at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at

<http://colfax-ca.gov/>

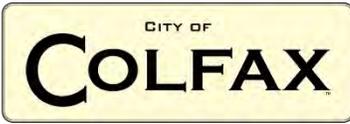
Ron Walker

Ron Walker, Interim City Clerk

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

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





Staff Report to City Council

FOR THE DECEMBER 10, 2025 REGULAR CITY COUNCIL MEETING

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

Budget Impact Overview:

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

Summary/Background

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

Week of October 12 - 18, 2025

City Manager

- Agenda Preparation.
- Met with Nell Hessel about City Clerk Services consultant.
- SCADA coordination meeting.
- Worked with 4Leaf on FEMA Reporting.
- Met with SACOG to discuss the Bunch Creek Trail Project.

Planning

- Hazard mitigation survey.
- Zoning inquiry for new unit on Rising Sun.
- Zoning inquiry about building a tiny home.
- Parks and rec survey for LAFCO MSR.
- Coordinating with Place Works to get GIS data for wastewater treatment plant use.

Maintenance Department

- Blew and cleaned up debris after the weekend storm on Lincoln St, Pine St, Rose Ave, Walnut St, Washington St, Newman St, and S. Main St.
- Unloaded railroad track.
- Potholes in Canyon Way and S. Auburn St.
- Potholes on the entrance to the Corp Yard.
- Laid road base in the entrance to the Corp yard and recycling area to fill in large pothole.
- Multiple 811 locates.
- Purchased more road base.
- Hung 20 Pannels of drywall in the Corp Yard building.
- Cleaned up Arbor Park.
- Picked up materials needed for a French drain for the Corp Yard Parking lot.
- Heavy equipment operations training with new staff.
- Washed all city vehicles.

Wastewater Treatment Plant/Sewer

- Working with Control point on SCADA and plant issues.
- Pond 3 floating pumps are being integrated into SCADA this week.
- No issues in collections.
- Working on the best way to fix flow issues at influent of the Aeromod system.

Administrative Services

- Audit preparation.
- Journal entries as needed.
- Oversee daily accounting including utility billing, cash receipts, accounts payable and payroll.
- Processed land development billing.

Engineering

- Emails and coordination and attend staff meeting.
- Prepare advertisements and bid packages for Skate Park and Culver St. Infiltration Trench projects.
- Prepare Notice of Completion, staff report, and resolution for WWTP Algae project.
- Prepare staff report and resolution for design services for the 2025 CDBG road rehabilitation project.
- Encroachment permits and complaints.
- Coordinate UPRR repair of Whitcomb Ave. monitoring well abandonment.
- Bunch Creek trail meeting with PCTPA representative and site visit.
- Sewer evaluations.

Building/Code Enforcement

- ARCO TESLA project: BV approved plans after Civil engineer proved compaction. Putting together approved documents to issue permit. Waiting for grading permit approval. Reviewed civil changes and approved revisions. Permit approved and work is beginning. Meeting with foundation contractor to discuss 3rd party inspections and some corrections to rebar. Daily inspections during construction of retaining wall.
- 412 and 413 Rubicon submitted plans for 2 single family homes. Preparing plans for BV plan review.
- Orielly's submitted retaining wall plans. Prepared and sent to BV for plan review. Added a revision to the plan review.
- 158 Whitcomb. Planning how to do a sewer evaluation for each of the 12 units.

Week of October 19 -25, 2025

City Manager

- SCADA coordination meeting.
- Attended City Council Meeting
- Performed some training with the City Clerk Services Provider.
- Worked with the County on the Hazzard Mitigation update.
- Working on agreements with service providers to fill in the role of the departing Administrative Services Officer (AOS).

Planning

- Approved O'Reilly Sign Permit.
- Review of ATT telecommunications upgrade at 305 Railroad.

- Provided information requirements for Conditional Use Permit to applicants of proposed Satterlee Event Center.
- Meeting with Sierra Council about free energy audits.

Maintenance Department

- Pressure washed and dep cleaned Roy Toms bathroom. Cleaned the floor and wall and bleached everything.
- Picked up 20 more sheets of drywall for the Corp yard and hung 12 more on the ceiling.
- Replaced batteries on the asphalt trailer.
- Spent 3 hours cleaning out dried out asphalt out of asphalt trailer and going over it with the crew to teach them how to use it.
- Picked up trash, couches and chairs off of the corner of Sherwood and S Auburn.
- Mowed, edged and cleaned up all City Parks.
- Picked up more sand for the public to fill sandbags.
- Removed 3 dead trees hanging on power lines at Wastewater.
- Cleaned off tiles at Art Park.
- Picked up drain rock for our French drain at the Corp Yard.
- Dug trench along the back side and the front of Corp yard for our French drain, wrapped perforated drainpipe with fabric lay in trench and covered it with drain rock.
- Set up waddle around the drain to prevent dirt and debris from entering.
- Used the vibrator plate to compact the dirt behind the French drain.
- Cleaned out the entire shop and all the trucks and organized everything accordingly.
- Filled in potholes on Depot St.

Wastewater Treatment Plant/Sewer

- Working with Control point on SCADA on installing new Instrumentation on Aeromod system I/E Dissolved oxygen sensors and Nitrate meter.
- Our Turbidity meter failed this week. We installed the new meter in a temporary location until its final location is ready.
- Having issues with DO control in the plant due to A side being larger than B side. Possibly discussing a change in blower format at the plant. Received a quote for new blowers.
- No issues in collection system.

Administrative Services

- Continue to work with Auditors
- Journal entries as needed.
- Oversee daily accounting including utility billing, cash receipts, accounts payable and payroll.

Engineering

- Emails and coordination, attend city council meeting and staff meeting.
- Prepare bid packages for Skate Park and Culver St. Infiltration Trench projects.
- Kick off Cartwright NorCal for the 2025 CDBG road rehabilitation project survey services.
- Prepare staff report and resolution for the Corp yard PG&E easement.
- Encroachment permits and complaints.
- Review sewer at 701 and 745 CA-174 and coordinate w/ city staff.
- Skatepark coordination.

Building/Code Enforcement

- ARCO TESLA project: BV approved plans after Civil engineer proved compaction report. Putting together approved documents to issue permit. Waiting for grading permit approval. Reviewed civil changes and approved revisions. Permit approved and work is beginning. Meeting with foundation contractor to discuss 3rd party inspections and some corrections to rebar. Daily inspections during construction of retaining wall. Approved final grouting lift. All blocks and rebar are in place. Waterproofing
- Orielly's submitted retaining wall plans. Prepared and sent to BV for plan review. Added a revision to the plan review. Received only 6 comments from BV. Sent comments to O'Reilly's.
- I received plans for a new home at 325 Hunter Ln. Reviewed with the Planner and City Engineer. Sent plans to BV for review. Received BV plan review and sent it back for them to review. Received revised review and sent to designer.
- Organizing the share drive for the current jobs and starting to go back on older jobs.
- Met with new business owner at 555 S. Auburn. Discussed permits needed before opening. He stated that he will be the manager of the entire building. Reviewing plans for a new Chinese bistro tenant improvement.

Week of October 26 – November 1, 2025

City Manager

- Special Meeting agenda Prep – Winterfest.
- Worked with the County on the Hazzard Mitigation update.
- Working on agreements with service providers to fill in the role of the departing Administrative Services Officer (AOS).
- Participated in Trunk-or-Treat event.

Planning Department

- Approved two short term rental administrative permits at 1333 Highway 174
- Attended an in-person meeting at Placer County on the Hazards Mitigation Plan and follow up on mitigation strategies
- Responded to zoning and setback inquiries
- Met with historic preservation Downtown folks wanting to chat about City's approach to historic resources.

Maintenance Department

- Cleaned up multiple streets around town with blowers and street sweeper.
- Filled in multiple potholes on multiple streets.
- Fixed multiple irrigation breaks.
- Mowed the ballpark and cleaned up the Lyons Park playground.
- Seeded and fertilized the ballpark.
- Working on French drain around Corp Yard Building.

Wastewater Treatment Plant/Sewer

- Continued new meter installation at the Wastewater Treatment Facility.
- No issues in collection system.
- Continue working with SCADA contractor.

Administrative Services

- Continue to work with Auditors
- Journal entries as needed.
- Oversee daily accounting including utility billing, cash receipts, accounts payable and payroll.

Engineering

- Out of the office this week.

Building/Code Enforcement

- Orielly's submitted retaining wall plans. Prepared and sent to BV for plan review. Added a revision to the plan review. Received only 6 comments from BV. Sent comments to O'Reilly's.
- I received plans for a new home at 325 Hunter Ln. Reviewed with the Planner and City Engineer. Sent plans to BV for review. Received BV plan review and sent it back for them to review. Received revised review and sent to designer.
- Organizing the share drive for the current jobs and starting to go back on older jobs.
- Met with new business owner at 555 S. Auburn. Discussed permits needed before opening. Stated that he will be the manager of the entire building. Reviewing plans for a new Chinese bistro tenant improvement.
- Reviewing plans for a garage conversion to an ADU at 406 N. Main St.

Week of November 2 -8, 2025**City Manager**

- Attended the Special Meeting for – Winterfest.
- Finalized agreements for Financial Services.
- Finalized agreement for Administrative Services Officer Services.
- Agenda preparation.

Planning Department

- Submitted draft mitigation for Colfax for the Hazards Mitigation Plan.
- Review of fence improvements, cell tower and respond to zoning inquiries, status of Colfaxnet proposed towers.
- Review of a proposed ADU setback.
- Filled out Parks and Recreation and Streets survey for the Municipal Services Review.

Maintenance Department

- Picked up more drain rock for the French drain.
- Completed French drain and back filled with drain rock.
- Picked up leaves on Church St. and GV St.
- Did Hot Mix Asphalt patch repair work in Sherriff substation parking lot.
- Did hot patch asphalt on Quinns Ave.
- Multiple 811 locates.
- Hung sheets of dry wall at the Corp Yard.

Wastewater Treatment Plant/Sewer

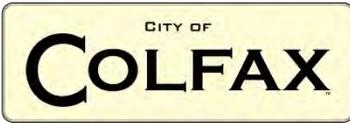
- Out of the office this week.

Engineering

- Out of the office this week.

Building/Code Enforcement

- Met with new business owner at 555 S. Auburn. Discussed permits needed before opening. He Stated that he will be the manager of the entire building. Reviewing plans for a new Chinese bistro tenant improvement. Sent first comments and review with Architect.
- Reviewing plans for a garage conversion to an ADU at 406 N. Main St.
- ARCO TESLA project: BV approved plans after Civil engineer proved compaction. Putting together approved documents to issue permit. Waiting for grading permit approval. Reviewed civil changes and approved revisions. Permit approved and work is beginning. Meeting with foundation contractor to discuss 3rd party inspections and some corrections to rebar. Daily inspections during construction of retaining wall. Approved final grouting lift. All blocks and rebar are in place. Waterproofing/drainage inspected and completed. Drain line inspected and completed. Back fill and compaction inspected and completed. Ready for utilities.
- 412 and 413 Rubicon submitted plans for 2 single family homes. Preparing plans for BV plan review. sent to BV for review.
- Reviewed plans for O'Reilly's signs and sent to BV for structural review.



Staff Report to City Council

FOR THE DECEMBER 10, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Accounting Software Update

Budget Impact Overview:

N/A:	Funded:	Un-funded:	Amount: \$90,669.00	Fund(s): 100
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RECOMMENDED ACTION: Adopt Resolution __-2025 authorizing the City Manager to enter into an agreement with Tyler Technologies to update the city’s accounting software system and provide annual support service.

Summary/Background

The City has utilized Tyler Fund Balance software since 2008. This software is basically the financial heart of the city. It connects and integrates all of the different financial aspects of the City and has a workflow that connects different processes (e.g.) employee information, payroll, and General Ledger. The current system is approaching its end-of-life in December 2026 and will no longer receive support.

As part of the evaluation process for upgrading the accounting software, City accounting staff issued a Request for Qualifications (RFQ) to solicit proposals from accounting software providers. After reviewing the eleven proposals received and attending multiple product demonstrations, staff determined that, considering cost, system familiarity, and the implementation process, it is in the City’s best interest to remain with Tyler Technologies and upgrade the current system.

The Tyler Technologies proposed ERP Pro 10 platform offers enhanced functionality, improved workflows, expanded reporting capabilities, and mobile accessibility. Full implementation of the new system is expected to take approximately one year.

Fiscal Impact:

The City currently has \$50,000 allocated for upgrading the accounting software system in this year’s budget, and will budget the remaining \$8,521, along with the annual recurring support services cost of \$32,148, in the 2026–2027 fiscal year budget.

Attachments:

1. Resolution _
2. Tyler Technologies Agreement

City of Colfax

City Council

Resolution No. ___-2025

APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES TO UPDATE THE CITY'S ACCOUNTING SOFTWARE SYSTEM AND PROVIDE ANNUAL SUPPORT SERVICE.

WHEREAS, the City has utilized Tyler Fund Balance software since 2008. This software is basically the financial heart of the city and is approaching its end-of-life in December 2026 and will no longer receive support; and,

WHEREAS, as part of the evaluation process for upgrading the accounting software, City accounting staff issued a Request for Qualifications (RFQ) to solicit proposals from accounting software providers; and,

WHEREAS, after reviewing the eleven proposals received and attending multiple product demonstrations, staff determined that, considering cost, system familiarity, and the implementation process, it is in the City's best interest to remain with Tyler Technologies and upgrade the current system; and,

WHEREAS, the Tyler Technologies proposed ERP Pro 10 platform offers enhanced functionality, improved workflows, expanded reporting capabilities, and mobile accessibility. Full implementation of the new system is expected to take approximately one year; and,

WHEREAS, the City currently has \$50,000 allocated for upgrading the accounting software system in this years budget, and will budget the remaining \$8,521, along with the annual recurring support services cost of \$32,148, in the 2025–2026 fiscal year budget; and,

WHEREAS, the City of Colfax wishes to execute an agreement with Tyler Technologies Inc., for Accounting Software Upgrade, with a not-to-exceed cost of \$58,521,00 for the Software Upgrade and implementation and \$32,148.00 for the 1st year annual support service.

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 Tyler Technologies Inc.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on December 10, 2025, by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sean Lomen, Mayor

ATTEST:

Ron Walker, Interim City Clerk



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. ("Tyler") and the City of Colfax ("Client").

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **"Client"** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other



cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the



overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.

- 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.

- 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display and reproduce your Data to provide services pursuant to this Agreement.
- 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
- 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.

4.1. You may not:

- 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
- 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
- 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
- 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

- 5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our



then-current Support Call Process.

6. SaaS Services.

6.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

6.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.

6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

6.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.



SECTION C – PROFESSIONAL SERVICES

1. Professional Services. The Professional Services to be provided under this Agreement are itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel Professional Services less than four (4) weeks in advance of the scheduled delivery date (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We represent and warrants that we will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide Tyler or its agents with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide professional services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide reasonable notice of any known inability to timely meet a project

commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.

9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we shall:

- 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
- 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
- 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
- 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.

9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.

9.3. We shall use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.

9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you.



Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
 - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
 - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.
4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. The Agreement is binding as of the Effective Date. The initial term of this Agreement is one (1) year commencing July 1, 2026. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
 - 2.1. *Failure to Pay Fees.* You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
 - 2.2. *For Cause.* If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
 - 2.3. *Force Majeure.* Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4. *Lack of Appropriations.* If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
- 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
 - 1.3.1. procure the right to continue its use;
 - 1.3.2. modify it to make it non-infringing; or
 - 1.3.3. replace it with a functional equivalent.
 We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
- 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER**

DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Performance Issues and Dispute Resolution.**
 - 2.1. *Notice.* You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
 - 2.2. *Invoice Issues.*

- 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
 - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
 - 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
 - 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
 - 2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
- 2.3. *Dispute Resolution.* You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
 4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
 5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
 6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.



7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - iii. a party receives from a third party who has a right to disclose it to the receiving party; or
 - iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.
19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights

data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

22. Contract Documents. This Agreement includes the following exhibits:

Migration Terms Addendum

- Exhibit A** Investment Summary
- Exhibit B** Invoicing and Payment Terms
- Exhibit C** Service Level Agreement
- Exhibit D** Third-Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Colfax, California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

Address for Notices:

City of Colfax
PO Box 702
Colfax, CA 95713
Attention: _____





Migration Terms Addendum

1. **Scope.** The terms in this Migration Terms Addendum (“Addendum”) apply to the agreement to which it is attached (“Agreement”), and under which we will provide certain Tyler software solutions listed in the Agreement’s Investment Summary (hereafter, the “Replacement Modules”) to replace some or all of Tyler solutions previously provided to you (hereafter, the “Migration Modules”). Accordingly, any conflict between the terms in this Addendum and the Agreement will be resolved in favor of the term(s) in this Addendum. The Migration Modules are listed in the Comments Section of the Investment Summary, and any capitalized terms not otherwise defined herein will have the meaning assigned to those terms in the Agreement.
2. **Support & SaaS Services for Migration Modules.** Your payment of annual SaaS Fees for the Replacement Modules includes annual maintenance and support services in the scope described by the Agreement, and, *to the extent currently being provided*, annual SaaS Services, for the Migration Modules for the time period covered by your payment of annual SaaS Fees.
3. **License/Use Rights for Migration Modules.** Unless expressly stated otherwise in the Agreement, your license to use a Migration Module terminates when the applicable Replacement Module is used in live production.
4. **Credit for Prepaid Fees for Migration Modules.** In the event you prepaid annual maintenance or SaaS fees for Migration Modules for any time during your annual SaaS Term for your Replacement Modules, Tyler will credit that prepayment to your account. This credit may be applied towards any future purchases from Tyler under the Agreement.



Exhibit A
Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Sales Quotation For:
 COLFAX, CITY OF CA
 P.O. BOX 702
 COLFAX CA 95713
 Shanna Stahl
 +1 (530) 346-2313
 accounting@colfax-ca.gov

Shipping Address
 City of Colfax
 PO Box 702
 Colfax CA 95713-0702

Quoted By Brandon Swanson
Quote Expiration 12/31/25
Quote Name FB to ERP Pro 10 w/SaaS

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro			
ERP Pro 10 Financial Management Suite			
AP Automation Capture Only	\$ 4,500	\$ 0	\$ 4,500
Core Financials	\$ 10,285	\$ 2,057	\$ 8,228
Human Resources Management (Includes Position Budgeting)	\$ 4,498	\$ 900	\$ 3,598
Employee Access Pro	\$ 0	\$ 0	\$ 0
ERP Pro 10 Customer Relationship Management Suite			
Utility Billing Water/Gas	\$ 7,713	\$ 2,314	\$ 5,399
Cashiering	\$ 2,443	\$ 733	\$ 1,710
Tyler One			
Identity			
Workforce Managed	\$ 1,800	\$ 180	\$ 1,620
Permitting & Licensing Pro			
Licensing	\$ 4,344	\$ 434	\$ 3,910

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CONFIDENTIAL

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Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Content Manager Suite			
Content Manager Core	\$ 3,537	\$ 354	\$ 3,183
TOTAL:		\$ 39,120	\$ 6,972
			\$ 32,148

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	228	\$ 26,400
Data Conversion Services		\$ 0
Project Management	1	\$ 1,500
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	184	\$ 20,640
Project Management	1	\$ 1,500
Data Conversion Services		\$ 0
Permitting & Licensing Pro		
Licensing	1	\$ 1,321
Project Management	1	\$ 1,500
Data Conversion Services		\$ 0
Content Manager Suite		
Professional Services	32	\$ 4,160
Content Manager Project Management	1	\$ 1,500
TOTAL:		\$ 58,521



Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 32,148
Total Tyler Services	\$ 58,521	
Summary Total	\$ 58,521	\$ 32,148



Comments

Fund Balance modules migrating to ERP Pro 10

- Cashiering
- General Ledger
- Payroll
- Licensing

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Cashiering	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
Core Financials	Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.
AP Automation Capture Only	An automated vendor payables management system which includes an invoice capture and invoice approval system.
Workforce Managed	Tyler's Workforce Managed solution is designed to utilize Client's Active Directory ("Active Directory"), if available. If you choose to no longer use Active Directory or Workforce Managed, Tyler may charge additional costs, such as costs associated with configuring to Clients OIDC or SAML compliant Identity Provider. Client is responsible for (a) keeping Client and its representatives' passwords secure and confidential, (b) any account activity that occurs pursuant to Client and its representatives' passwords, its account or Active Directory, and (c) notifying Tyler of any unauthorized access to its account.
Utility Billing Water/Gas	Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

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Licensing Data Conversion Services	Business Licenses Conversion includes current licenses, contacts, and locations - no transaction history.
Utilities Data Conversion	Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.
Human Resources Management / Payroll Data Conversion	Human Resources Management conversion includes employee data, current calendar year balanced transactions, and unlimited unbalanced transaction history.
Financial Management Data Conversion	Financial Management conversion includes Chart of Accounts, General Ledger, Accounts Payable, current fiscal year balanced transactions, and unlimited unbalanced transaction history.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

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- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____





Exhibit B Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.

- 1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
- 1.2. *Other Annual Services.* Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2. Tyler Services.

- 2.1. *Professional Services Generally:* Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
- 2.2. *Consulting Services:* Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
- 2.3. *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4. *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5. *Other Fixed Price Services:* Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following



initiation of program planning.

3. Hardware & Third-Party Products.
 - 3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
 - 3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
 - 3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
 - 3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit D Third-Party Terms

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: <https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services may require inclusion of a Cornerstone Statement of Work

DebtBook. Your use of DebtBook software and services is subject to the terms found here: [DebtBook End User License Agreement | Tyler Technologies](#). By signing a Tyler Agreement or Order Form, or accessing, installing, or using DebtBook software or services, you agree that you have read, understood, and agree to such terms.

DigEplan Pro. Your use of DigEplan Pro is subject to the LCT Software LLC Subscription Terms & Conditions found here: <https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions>. By signing a Tyler Agreement or Order Form including DigEplan Pro, or accessing, installing, or using DigEplan Pro, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: <https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Envisio Terms. Your use of Envisio software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/envisio-solutions-inc-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By



signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Koa Hills Terms. Your use of Koa Hills SaaS is governed by terms available here: <https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

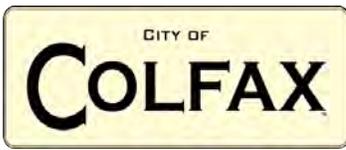
Polco Terms. Your use of Polco software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/polco-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Polco software or services, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

TrueRoll Terms. Your use of TrueRoll software and services is subject to terms found here: <https://tylertech.com/portals/0/terms/TrueRoll-Software-Services-Agreement.pdf>. By signing a Tyler Agreement or Order Form including TrueRoll software or services, or accessing, installing, or using TrueRoll software or services, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

DRAFT MEETING MINUTES

October 22, 2025
Regular Session 6:00 PM

1 OPEN SESSION

1A. Call Open Session to Order

The October 22, 2025 Regular Meeting of the City of Colfax City Council was called to order at 6:05 p.m. by Mayor Lomen.

1B. Pledge of Allegiance

1C. Roll Call

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

Absent: None

1D. Approval of Agenda Order

Action: With a motion by Councilmember Burruss and a second by Mayor Pro Tem McCully, the Approval of the Agenda Order was passed by a 5-0 vote as follows:

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

Noes: None

Abstain: None

Absent: None

1E. Statement of Conflict of Interest

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

2 CONSENT CALENDAR

Action: With a motion by Councilmember Hillberg and a second by Councilmember Burruss, the Consent Calendar was passed by a 5-0 vote as follows:

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

Noes: None

Abstain: None

Absent: None

2A. City Projects Report

Action: Reviewed and Commented.



2B. Cash Summary – September 2025

Action: Accepted and Filed.

2C. Minutes

Action: Approved the Colfax City Council minutes of 8/27/2025.

2D. S.A.F. Algae Project Notice of Completion

Action: Adopted **Resolution 43-2025** approving and authorizing the City Manager to execute and record a Notice of Completion for the S.A. F. Algae Project.

2E. Design Authorization for CDBG Road Rehabilitation

Action: Adopted **Resolution 44-2025** authorizing the City Manager to execute an agreement with Cartwright Nor Cal for the design services of the 2025 CDBG Road Rehabilitation Project.

*** End of Consent Calendar ***

3 AGENCY REPORTS**3A. Placer County Sheriff's Office**

Sgt. Toby Williams reported:

- Fire in Auburn during last meeting so unable to attend.
- August: 140 incidents, 17 calls re: transients, 25 traffic stops, 7 arrests.
- Carpenter Road is coming along, CHP and POP unit, funding to remove car and boat, still addressing properties.
- Removed someone from railroad property.
- Extra patrols through Iowa Hill and in/out of Grass Valley for traffic enforcement.
- Four Problem Oriented Policing (POP) officers assigned to unhoused services.

Public comments received by members of the public.

3B. California Highway Patrol

None

3C. Placer County Fire Department/CALFIRE

Battalion Chief Nick Salas (East Division) reported:

- Burn Season effective as of October 17; burn permits required (LE5 or LE7); contact local fire for assistance.
- Peak staffing until December 15; two helicopters will be off contract October 28.
- Recent incidents in Colfax area: fatality vehicle accident and fatality structure fire.
- CALFIRE will have a big presence at Falcons Heroes football game on Friday, October 24. A local Fire Captain will receive the football.

Public comments received by members of the public.



3D. Non-Profits

Erin Newington, Historic Colfax Downtown Association, reported:

- Association is launching community partnerships/sponsorship opportunities to support mission in downtown area to bring events.
- 2026 Concert Series in planning process; fundraising campaign on website www.historiccolfax.com .
- Levitt grant multi-year music grant to bring concerts to Colfax \$120K over 3 years of matched funds
- Colfax Bizarre on November 8 at Fruit Exchange Building.
- Attended Placer County 2025 Conference with leaders from multiple agencies across county; Theme was Adapting to Shifting Business Landscapes.

Caroline, Wrecking Crew Bakery, reported:

- Chili Cookoff on Sunday 12-2, \$10 to taste, proceeds go to Fourth of July fireworks, sponsored by 3rd of July and Railroad Days.
- Trunk or Treat sponsored by 3rd of July and Railroad Days; donations for candy at Wrecking Crew Bakery.

Rebecca Mazzio, Bianchini Board, reported:

- Two councilmembers terms on the Bianchini Board will be expiring which will need to be filled or renewed. Concerned Caroline McCully appointment might present a conflict of interest and doesn't want on the board.

4 PRESENTATIONS (NONE)**5 PUBLIC HEARING****5A. Gordon's Gym – Design Review Permit and Variance**

Action: Conducted a public hearing and upon conclusion adopted **Resolution 45-2025** for Application DP 24-02 Design Review Permit and Variance 24-01, to reduce the required setbacks and to allow construction of a 6,890 square foot exercise facility.

With a motion by Councilmember Burruss and a second by Councilmember Hillberg, item passed by a 5-0 vote as follows:

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

Public comments received by members of the public.

6 PUBLIC COMMENT

Public comments received by members of the public.



7 COUNCIL AND STAFF

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

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

Councilmember Douglass reported he attended Auburn Council meeting via Zoom which was considering adopting a cannabis ordinance.

Councilmember Hillberg reported he attended the Sierra Vista Center Board Meeting last night. It has a beautiful new gym and basketball program, the board is growing and planning more events, \$25K budget, looking great, a lot of basketball in gym. Fixing one window at a time with funds received.

Mayor Pro Tem McCully reported she attended Air District Control Board and Heritage Park. The Move Your Caboose project had received ties awhile back and rail delivered last week and currently working on engineering plans for installing track in the Spring.

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

City Manager Ron Walker reported:

- Hired contractor to help with City Clerk services.
- Met with Richard Nebbel at the Museum to discuss future Museum exhibits at City Hall. Putting together a list.
- Attended SCADA upgrade meeting; working on a few more things before system is operational.
- Working on agreement with RGS for accounting services.
- Met with Mike Luken to discuss grant. Phase 1 is almost complete; waiting for additional information from FEMA and OES before moving forward to Phase 2. Will be meeting with group to discuss timeline.
- City maintenance cleaning up vegetation, training new staff and conducting drywall repair on Corp Yard building.
- Response to councilmember inquiries about noise violation by A&A Concrete and progress between City and Colfax Hotel.

8 COUNCIL BUSINESS

8A. **Policy Initiative – Establishment of a Disposable Foodware, Convenience Retail, and Roadway Impact Fee Program to Fund Litter Abatement, Stormwater Compliance, and Frontage Road Maintenance.**

Action: Received and directed City Manager to develop a disposable Foodware, convenience retail, and roadway impact fee Ordinance.

Public Comments received by members of the public in person and via email.



8B. Policy Initiative – Request for USPS and FCC Recognition of Physical Street Addresses in Colfax for E911 and Public Safety Compliance.

Action: Adopted **Resolution 46-2025** approving and authorizing the City Manager to Request Federal Recognition of Physical Addresses for Public-Safety Purposes.

With a motion by Councilmember Burruss and a second by Mayor Pro Tem McCully, item passed by a 5-0 vote as follows:

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

Noes: None

Abstain: None

Absent: None

9 GOOD OF THE ORDER

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

Councilmember Douglass requested monthly music or game events at Sierra Vista Center.

Councilmember Hillberg requested a Winterfest item be added to the next Council agenda.

Mayor Pro Tem McCully sent out 15 Winterfest vendor applications this week and has received several more. Also mentioned Halloween decorating contest.

Mayor Lomen announced he received one guarantee North Pole sponsorship for Winterfest with additional \$3500 confirmed.

Miscellaneous discussion re: Winterfest budget.

Mayor Lomen asked for Council approval to present Veteran's Day Proclamation and Resolution to Veteran's.

Discussion on placing temporary signage/banners on light poles.

City Manager announced how to add # address for post office.

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

Public Comment received by members of the public and via email.

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

Action: With a motion by Councilmember Burruss and a second by Councilmember Hillberg, City Council voted 5-0 to hold Conference with Real Property Negotiator publicly in open session.

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

Noes: None

Abstain: None

Absent: None



10C. Conference with Real Property Negotiator (Gov. Code 54956.8)

Property Address; 99 Railroad St.
Agency Negotiator: Ron Walker
Negotiating Parties: Tammy Hampshire
Under Negotiation: Price and Terms of payment.

Action: With a motion by Councilmember Burruss and a second by Councilmember Hillberg, City Council voted 5-0 by roll call to extend the lease agreement with Rainbow Music Company for 12 months followed by a month to month lease allowing 90-day termination by both parties and no other changes to terms.

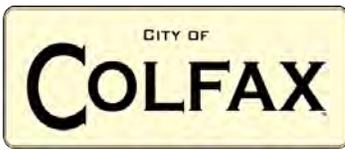
Ayes: Councilmembers Burruss, Douglas, Hillberg, Mayor Pro Tem McCully and Mayor Lomen
Noes: None
Abstain: None
Absent: None

ADJOURNMENT

The October 22, 2025 City of Colfax City Council was adjourned at 9:11 p.m. by Mayor Sean Lomen.

/s/ Conor W. Harkins
Conor W. Harkins, City Attorney





City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

DRAFT MEETING MINUTES

November 12, 2025
Regular Session 6:00 PM

1 OPEN SESSION

1A. Call Open Session to Order

The November 12, 2025 Regular Meeting of the City of Colfax City Council was called to order at 6:00 p.m. by Mayor Lomen.

1B. Pledge of Allegiance

1C. Roll Call

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

Absent: None

1D. Approval of Agenda Order

Action: With a motion by Mayor Pro Tem McCully and a second by Councilmember Douglass, the Approval of the Agenda Order was passed by a 5-0 vote as follows:

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

Noes: None

Abstain: None

Absent: None

1E. Statement of Conflict of Interest

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

2 CONSENT CALENDAR

Action: With a motion by Councilmember Burruss and a second by Councilmember Hillberg, the Consent Calendar except for Item 2B was passed by a 5-0 vote as follows:

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

Noes: None

Abstain: None

Absent: None



2A. City Projects Report

Action: Reviewed and Commented.

2B. Cash Summary – October 2025

Action: Continued to next meeting to accept and file.

With a motion by Councilmember Burruss and a second by Mayor Pro Tem McCully, Council voted to continue Item 2B to the next meeting by a 5-0 vote as follows:

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

Noes: None

Abstain: None

Absent: None

2C. RGS Financial Services Support

Action: Adopted Resolution #46-2025 approving and authorizing the City Manager to execute an Agreement Amendment with RGS to Provide Financial Services.

2D. PG&E Easement at 250 Rising Sun Road

Action: Adopted Resolution #47-2025 authorizing the City Manager to execute and record an easement for PG&E facilities at 250 Rising Sun Road.

2E. Minutes – September 10, 2025 and September 24, 2025

Action: Approved the Colfax City Council minutes dated September 10, 2025 and September 24, 2025.

*** End of Consent Calendar ***

3 AGENCY REPORTS**3A. Placer County Sheriff's Office**

Sgt. Toby Williams reported on the following:

- 173 calls for service last month including 32 suspicious calls, 34 traffic stops and 14 arrests.
- \$86K Grant for Enhanced Traffic Enforcement for Loomis and Colfax
- Attending Winter Search & Rescue Course

Public Comments received by members of the public.

3B. California Highway Patrol

- None

3C. Placer County Fire Department/CALFIRE

Clint Sieber reported on the following:

- 78 total calls last month including 5 structure fires, 5 vehicle fires, 36 medical aide.
- Burn permits are currently required, however, open burning available soon as long as it is an approved burn day
- 239 commercial vehicle fires along I-80 in the last five years.
- Providing Christmas Tree from demonstration forest.
- Will be staffing Winterfest.



3D. Non-Profits

- Brandy from Colfax Chamber of Commerce announced Board Members are needed.
- Caroline from Wrecking Crew Bakery reported:
 - Trunk or Treat went well; appreciates all the donations.
 - 3rd of July will receive its DBA.
 - Encouraged participation in community events.
 - Tree lighting will be held Nov. 30 or Dec. 2 sponsored by Railroad Days and 3rd of July.
- Sonja Keller from Soroptimist Club announced Soup Kitchen fundraiser on December 13 and handed out fliers; requested donation from City for seniors.
- Erin Newington, Downtown Colfax Association, reported:
 - Partnership Program to fund mission
 - Colfax Bizarre super successful with good numbers of vendors and attendance.
 - Want to volunteer Winterfest 2026

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

Public comments received by members of the public.

7 COUNCIL AND STAFF

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

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

Councilmember Douglass reported attending:

- Winterfest Workshop
- State of the Union
- Colfax Bizarre

Councilmember Hillberg reported attending:

- Bianchini Board Meeting
- Colfax Bizarre
- Memorial Mural Dedication
- Chamber Coffee and Conversation on the 1st Friday at 8am

Mayor Pro Tem McCully attended the following:

- Chili Cookoff
- Meeting with Museum
- Bianchini Board Meeting
- Winterfest Workshop



- Memorial Mural Dedication

Mayor Lomen attended the following:

- LAFCO meeting
- FireSAFE Regular and Special meeting
- VFW Pancake Breakfast on the 2nd Sunday
- Memorial Mural Dedication

Councilmember Burruss asked City Attorney for a report out on the Grand Jury Report and the City's response.

7B. City Operations Update – City Manager

City Manager reported:

- Executed several contracts with consultants to provide services.
- Met with Mike Luken to discuss grant. Phase 1 is almost complete; waiting for additional information from FEMA and OES before moving forward to Phase 2. Will be meeting with group to discuss timeline.
- Attended Memorial Mural Dedication
- Participated in Trunk or Treat and gave out candy at City Hall
- Maintenance providing sand/sand bags this winter, replacing burned out street lamps, repairing drywall at Corp Yard
- Fixed curb on Rising Sun

8 COUNCIL BUSINESS

8A. Policy Initiative – Establishment of a of a Public Trust Fund & Formation of the Colfax Community Foundation.

Action: Continued to next meeting a Resolution approving and authorizing the City Manager to Establish a Public Trust Fund and Authorizing the Formation of the Colfax Community Foundation.

With a motion by Mayor Lomen and a second by Councilmember Burruss, Council voted 5-0 to continue to the next meeting Item 8A., Policy Initiative – Establishment of a of a Public Trust Fund & Formation of the Colfax Community Foundation, as follows:

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

Public Comments received by members of the public.

8B. Denice Barsness Request to Honor Dr. Fox

Action: Reviewed and directed staff to bring back options to the next meeting.

Noted for the record that request letter was provided to Council at the meeting.

Public Comments received by members of the public.



8C. Brianna Harback Request to Rename the Art Park in her Father Name.

Action: Reviewed and directed staff to bring back options to the next meeting.

Noted for the record that property was purchased by the City and not donated as indicated in staff report.

Public Comments received by members of the public

8D. Halloween Decorating Contest

Action: Discussed and announced 1st, 2nd, & 3rd place winners.

1st Place to Wrecking Crew

2nd Place to Sarah O'Brien and Family

3rd Place to Coco's Ice Cream and Candy

8E. Winterfest Event Update.

Action: Approved and authorized the City Manager to administer and coordinate the Winterfest Event, including the allocation and use of City resources as follows: 1) use up to \$16K from the Winterfest Fund; 2) establish interfund loan from Fund 8263 to Winterfest Fund in the amount of \$5K; and 3) donate \$600 in City funds to the Winterfest funds.

With a motion by Councilmember Burruss and a second by Mayor Pro Tem McCully, item passed as indicated by a 5-0 roll call vote as follows:

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

Noes: None

Abstain: None

Absent: None

Public Comments received by members of the public.

9 GOOD OF THE ORDER

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

Mayor asked to put on next agenda an item authorizing a donation in the amount of \$750 to \$1,000 from the non-profit fund to the Soroptimist Club Soup Kitchen fundraiser and asked for report on election day.

Councilmember Douglass suggested honoring Dr. Fox with Mayor of the Day

Mayor Pro Team asked for consideration of changing the Wayfinding Signs be added to next agenda.

9A. Public Comment on Good of the Order

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

Public Comments received by members of the public.



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

None.

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

Action: With a motion by Mayor Pro Tem McCully and a second by Councilmember Burruss, City Council voted 5-0 to adjourn to Closed Session at 8:38 p.m.

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

Noes: None

Abstain: None

Absent: None

10C. Public Employee Performance Evaluation (Gov. Code § 54957)

Title: Ron Walker, City Manager

10D. Conference with Legal Counsel; Existing Litigation (Gov. Code § 54956.9(d)(1))

The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the City in the litigation.

Name of Case: *People ex. rel. Cabral et al. v. Snapdragon Provisions et al.*, Super. Ct. Placer County, 2023, No. S-CV-0050502

Names of Parties or Claimants: Snapdragon Provisions, Kallie Moore, Clifford Young, and Young Family Cabin Ministries

Case No. or Claim No. No. S-CV-0050502

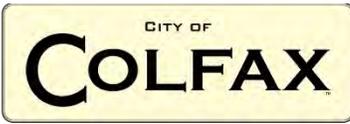
ADJOURNMENT

The November 12, 2025 City of Colfax City Council was adjourned at _____ p.m. by Mayor Sean Lomen.

/s/ Conor W. Harkins

Conor W. Harkins, City Attorney





Staff Report to City Council

FOR THE DECEMBER 10, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Shanna Stahl – Administrative Services Officer
Subject: Cash Summary – October 2025 *(Continued from November 12, 2025)*

Budget Impact Overview:

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

Summary/Background

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

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

October revenues included:

- Allocation for Sales Tax revenues for the month of August 2025. (two-month lag).

October expenditures included:

- Regular monthly expenditures.
- Wastewater Treatment Plant construction grant expenditures
- Annual Loan Payment to the State Water Resources Control Board.
- Negative cash fund balances at the end of October are primarily due to the timing of funding allocations and reimbursements:
 - Fund 218 – Support Law Enforcement. Funds are received annually through Property Tax Allocations.
 - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), transfer of City Gas Tax revenues, and a General Fund allocation.
 - Fund 348 – Home Hardening. This is a reimbursable grant with a 10% City match requirement. Reports will be submitted quarterly.
 - Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant pending Phase II approval.
 - Fund 363 – Railroad Crossing. This is an agreement for railroad crossing upgrade engineering.
 - Fund 575 – WWTP Construction Grant. This is a reimbursable grant. Pending final reimbursement request.

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

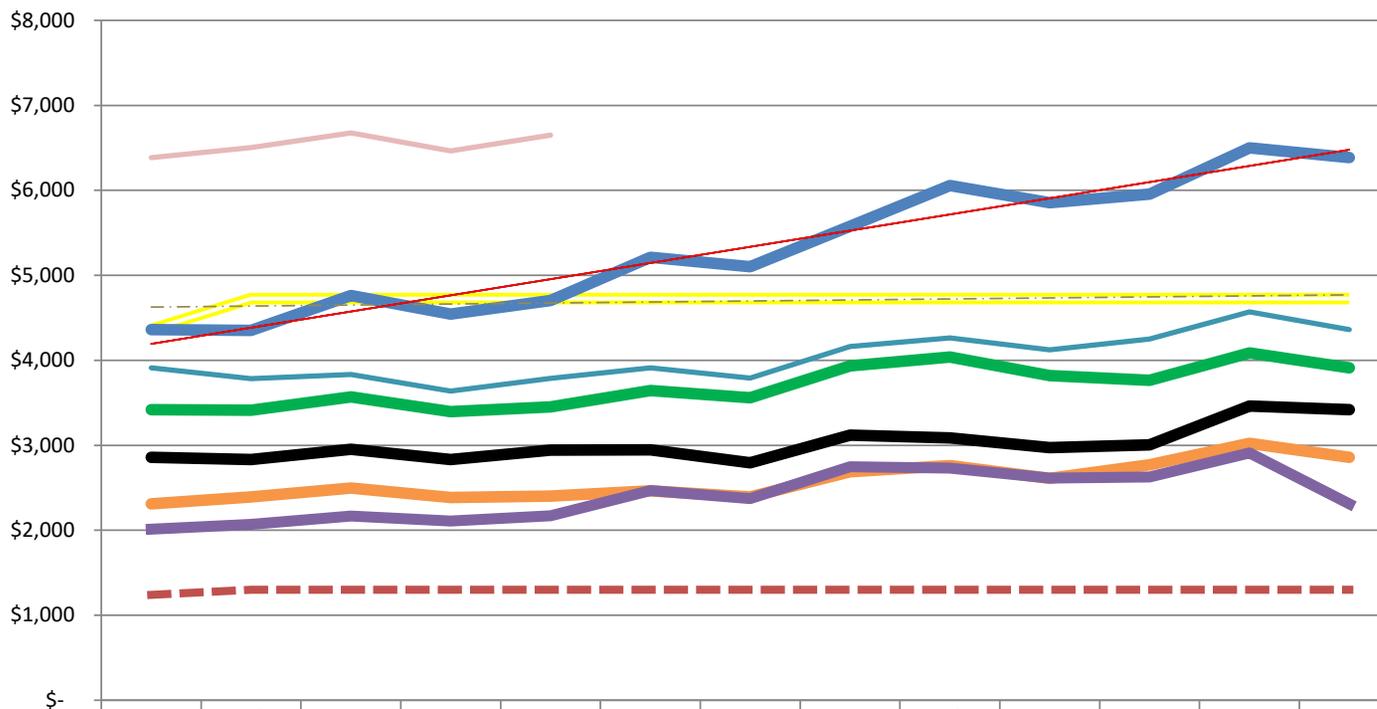
Attachments:

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

City of Colfax - October 2025 General Fund Reserved Cash Analysis

(Dollars in Thousands)

Fiscal Year 2025-26



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
— Cash Balance FY2025-26	\$6,385	\$6,503	\$6,676	\$6,465	\$6,651								
— Budget FY2025-26	\$4,363	\$4,726	\$4,726	\$4,726	\$4,726	\$4,726	\$4,726	\$4,726	\$4,726	\$4,726	\$4,726	\$4,726	\$4,726
— Cash Balance FY2024-25	\$4,363	\$4,352	\$4,761	\$4,545	\$4,705	\$5,212	\$5,100	\$5,577	\$6,055	\$5,853	\$5,957	\$6,500	\$6,385
— Cash Balance FY2023-24	\$3,911	\$3,785	\$3,834	\$3,638	\$3,789	\$3,911	\$3,791	\$4,162	\$4,263	\$4,124	\$4,251	\$4,570	\$4,363
— Cash Balance FY2022-23	\$3,418	\$3,412	\$3,568	\$3,396	\$3,451	\$3,644	\$3,560	\$3,935	\$4,039	\$3,819	\$3,765	\$4,087	\$3,911
— Cash Balance FY2021-22	\$2,857	\$2,831	\$2,953	\$2,833	\$2,943	\$2,946	\$2,794	\$3,120	\$3,088	\$2,971	\$3,004	\$3,462	\$3,418
— Cash Balance FY2020-21	\$2,311	\$2,392	\$2,497	\$2,386	\$2,402	\$2,463	\$2,393	\$2,688	\$2,760	\$2,612	\$2,771	\$3,023	\$2,857
— Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,311
— *Reserves (Ops, Cap, Pen)	\$1,240	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300

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

	Balance 9/30/25	Revenues In*	Expenses Out*	Transfers	Balance 10/31/25
US Bank	\$ 272,358.76	\$ 466,427.83	<u>\$ (921,114.72)</u>	\$ 350,000.00	\$ 167,671.87
LAIF	\$ 11,187,393.17	\$ 118,512.44	\$ -	\$ (350,000.00)	\$ 10,955,905.61
Total Cash - General Ledger	<u>\$ 11,459,751.93</u>	<u>\$ 584,940.27</u>	<u>\$ (921,114.72)</u>	<u>\$ -</u>	<u>\$ 11,123,577.48</u>
 Petty Cash (In Safe)	 \$ 300.00				 \$ 300.00
Total Cash	<u>\$ 11,460,051.93</u>	<u>\$ 584,940.27</u>	<u>\$ (921,114.72)</u>	<u>\$ -</u>	<u>\$ 11,123,877.48</u>

Change in Cash Account Balance - Total \$ (336,174.45)

Attached Reports:

- 1. Cash Transactions Report (By Individual Fund)
- 2. Check Register Report (Accounts Payable)

Cash Receipts	\$ 302,106.90
Payroll Checks and Tax Deposits	\$ (83,527.58)
Utility Billings - Receipts	\$ 137,450.15
LAIF Interest	\$ 118,512.44
Cleared bank Sept - cleared sys Oct.	\$ (685.28)
	<u><u>\$ (336,174.45)</u></u>

*Does not include transfers between funds

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

Reviewed by: Ron Walker
Ron Walker, City Manager

City of Colfax
Cash Transactions Report - October 2025

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 6,249,632.49	\$ 346,967.62	\$ (146,718.59)	\$ 6,449,881.52
Fund: 120 - Land Development Fees	\$ 188,864.52	\$ 2,209.13	\$ (16,978.27)	\$ 174,095.38
Fund: 200 - Cannabis Application	\$ 27,489.72	\$ -	\$ -	\$ 27,489.72
Fund Type: 1.11 - General Fund - Unassigned	\$ 6,465,986.73	\$ 349,176.75	\$ (163,696.86)	\$ 6,651,466.62
Fund Type: 1.14 - General Fund - Restricted				
Fund: 205 - Escrow Funds	\$ -	\$ -	\$ -	\$ -
Fund: 571 - AB939 Landfill Diversion	\$ 23,317.26	\$ -	\$ -	\$ 23,317.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 915,730.21	\$ 32,069.95	\$ (8,510.99)	\$ 939,289.17
Fund Type: 1.14 - General Fund - Restricted	\$ 939,047.47	\$ 32,069.95	\$ (8,510.99)	\$ 962,606.43
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ 26,337.45	\$ 278.65	\$ -	\$ 26,616.10
Fund: 211 - Mitigation Fees - Drainage	\$ 25,504.01	\$ 269.84	\$ -	\$ 25,773.85
Fund: 212 - Mitigation Fees - Trails	\$ 83,653.05	\$ 885.05	\$ -	\$ 84,538.10
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 208,305.10	\$ 2,203.86	\$ -	\$ 210,508.96
Fund: 214 - Mitigation Fees - City Bldgs	\$ 83,058.27	\$ 878.76	\$ -	\$ 83,937.03
Fund: 215 - Mitigation Fees - Vehicles	\$ 26,527.15	\$ 280.66	\$ -	\$ 26,807.81
Fund: 217 - Mitigation Fees - DT Parking	\$ 46,503.05	\$ 492.00	\$ -	\$ 46,995.05
Fund: 218 - Support Law Enforcement	\$ (25,000.00)	\$ 8,834.08	\$ -	\$ (16,165.92)
Fund: 244 - CDBG Program Inc - ME Lending	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
Fund: 250 - Streets - Roads/Transportation	\$ (70,660.21)	\$ 1,359.86	\$ (28,546.75)	\$ (97,847.10)
Fund: 253 - Gas Taxes	\$ 8,009.54	\$ 5,856.12	\$ -	\$ 13,865.66
Fund: 257 - Street /Road - Transit Capital	\$ 64,969.60	\$ -	\$ -	\$ 64,969.60
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 129,383.18	\$ 5,545.16	\$ -	\$ 134,928.34
Fund: 270 - Beverage Container Recycling	\$ 21,283.51	\$ 225.18	\$ -	\$ 21,508.69
Fund: 280 - Oil Recycling	\$ 4,196.67	\$ 44.41	\$ -	\$ 4,241.08
Fund: 290 - SB1383 Implementation Grant	\$ 32,575.73	\$ 350.84	\$ (1,537.50)	\$ 31,389.07
Fund: 291 - City County Beverage Container	\$ 5,068.77	\$ 53.63	\$ -	\$ 5,122.40
Fund: 292 - Fire Department Capital Funds	\$ 100,048.42	\$ 1,058.51	\$ (10,475.60)	\$ 90,631.33
Fund: 342 - Fire Construction - Mitigation	\$ 105,057.57	\$ 1,094.01	\$ -	\$ 106,151.58
Fund: 343 - Recreation Construction	\$ 105,058.11	\$ 1,094.02	\$ -	\$ 106,152.13
Fund Type: 1.24 - Special Rev Funds - Restricted	\$ 981,378.97	\$ 30,804.64	\$ (40,559.85)	\$ 971,623.76
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - GF Capital Projects	\$ -	\$ -	\$ -	\$ -
Fund: 348 - Home Hardening CalOES	\$ (61,234.21)	\$ -	\$ (9,707.47)	\$ (70,941.68)
Fund: 358 - CDBG Pavement	\$ (4,491.25)	\$ -	\$ (2,148.00)	\$ (6,639.25)
Fund: 363 - Railroad Street Crossing	\$ -	\$ -	\$ (308.87)	\$ (308.87)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (65,725.46)	\$ -	\$ (12,164.34)	\$ (77,889.80)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 2,257,920.78	\$ 121,392.52	\$ (145,819.93)	\$ 2,233,493.37
Fund: 561 - Sewer Liftstations	\$ 295,370.44	\$ 14,474.08	\$ (23,730.50)	\$ 286,114.02
Fund: 563 - Wastewater Treatment Plant	\$ 1,643,171.30	\$ 37,022.33	\$ (438,973.80)	\$ 1,241,219.83
Fund: 564 - Sewer Connections	\$ 363,408.66	\$ -	\$ -	\$ 363,408.66
Fund: 575 - WWTP Construction Grant	\$ (1,356,126.46)	\$ -	\$ (87,408.45)	\$ (1,443,534.91)
Fund: 590 - Sewer Consolidation Planning	\$ (65,590.38)	\$ -	\$ (250.00)	\$ (65,840.38)
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 3,138,154.34	\$ 172,888.93	\$ (696,182.68)	\$ 2,614,860.59
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 909.88	\$ -	\$ -	\$ 909.88
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 909.88	\$ -	\$ -	\$ 909.88
Grand Totals:	\$ 11,459,751.93	\$ 584,940.27	\$ (921,114.72)	\$ 11,123,577.48

Check Register Report

Item 2D

Date: 11/05/2025

Time: 10:12 am

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
62135	10/01/25	Void	10/01/25		04247	DELUXE	AP CHECKS	0.00
62137	10/02/25	Reconciled		10/31/25	03141	CALPERS	HEALTH PREMIUMS OCT 25	14,969.81
62138	10/06/25	Reconciled		10/31/25	03540	COLFAX LIONS CLUB	REFUND DEPOSIT CRUISE'N	100.00
62139	10/06/25	Printed			3555	COLFAX RAILROAD DAYS	REFUND DEPOSIT FOR RR DAYS	100.00
62140	10/06/25	Reconciled		10/31/25	04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE OCT 25	504.79
62141	10/06/25	Reconciled		10/31/25	06278	FRONTIER COMMUNICATIONS	WWTP PHONE	362.03
62142	10/06/25	Reconciled		10/31/25	08050	HACH COMPANY	WWTP REPAIR	11,245.80
62143	10/06/25	Reconciled		10/31/25	09540	INTERSTATE SALES	STREET SIGN	1,153.98
62144	10/06/25	Reconciled		10/31/25	09540	INTERSTATE SALES	STREET SIGN	68.64
62145	10/06/25	Reconciled		10/31/25	13191	MANAGEMENT ADVISORY SERVICES	PLANNING SVCS SEPT 25	5,697.30
62146	10/06/25	Printed			14275	NEWINGTON, ERIN	REFUND DEPOSIT ROCK THE VOTE	100.00
62147	10/06/25	Reconciled		10/31/25	03580	PLACER COUNTY HHS	ANIMAL & FIELD SVCS Q2 FY 25/26	10,416.95
62148	10/06/25	Reconciled		10/31/25	16820	PSI	UTILITY BILLING POSTCARDS	401.35
62149	10/06/25	Reconciled		10/31/25	18407	RIGHT STRIPING	DOWNTOWN STRIPING	4,961.00
62150	10/06/25	Reconciled		10/31/25	19037	SAFE SIDE SECURITY	CORP YARD SECURITY OCT 25	155.00
62151	10/06/25	Reconciled		10/31/25	19037	SAFE SIDE SECURITY	WWTP SECURITY OCT 25	95.00
62152	10/06/25	Reconciled		10/31/25	19193	SECURE RECORD MANAGEMENT	SHREDDING SVCS Q2 FY 25/26	75.00
62153	10/06/25	Reconciled		10/31/25	1791	SIERRA PROPERTY DEVELOPMENT	BILLBOARD LIGHTS RPR	400.00
62154	10/06/25	Reconciled		10/31/25	19396	SIERRA SAFETY COMPANY	PW SAFETY PANTS/JACKET	416.67
62155	10/06/25	Printed			19530	SPOORS HEATING AND AC	REFUND BUILDING PERMIT #25053 NOT IN COLFAX JURISDICTION	248.25
62156	10/06/25	Reconciled		10/31/25	19743	WILLIAM STOCKWIN	OCTOBER COLFAX CONNECTIONS	300.00
62157	10/06/25	Reconciled		10/31/25	19696	SWRCB	ANNUAL LOAN PYMT FY 25/26	438,973.80
62158	10/06/25	Void	10/07/25		20570	TIMOTHY JONES	FINANCIAL SVCS SEPT 25	0.00
62159	10/06/25	Reconciled		10/31/25	20506	TOWN OF LOOMIS	PCCOA DINNER	80.00
62160	10/06/25	Reconciled		10/31/25	21105	UNICO ENGINEERING	O'REILLY CONST INSP AUG 25	9,292.92
62161	10/06/25	Reconciled		10/31/25	22134	VISION QUEST	TECH SUPPORT NOV 25	4,053.33
62162	10/06/25	Reconciled		10/31/25	23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
62163	10/06/25	Reconciled		10/31/25	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.55
62164	10/08/25	Reconciled		10/31/25	01142	4LEAF, INC.	HOME HARDENING SEPT 25	9,707.47
62165	10/08/25	Reconciled		10/31/25	20570	TIMOTHY JONES	FINANCIAL SVCS SEPT 25	8,749.60
62166	10/23/25	Reconciled		10/31/25	01766	AT&T MOBILITY	CITY CELL PHONES	820.79
62167	10/23/25	Reconciled		10/31/25	01794	AUBURN SAW INC	SUPPLIES	159.77
62168	10/23/25	Reconciled		10/31/25	30025	BORROTO, DAVID	OP II CERTIFICATE RENEWAL	274.00
62169	10/23/25	Reconciled		10/31/25	03160	CARTWRIGHT NOR CAL, INC.	ENG SVCS SEPT 25	16,748.00
62170	10/23/25	Reconciled		10/31/25	03401	CHOICE BUILDER	PREMIUMS NOV 25	826.99
62171	10/23/25	Printed			3425	CINTAS	UNIFORMS SEPT 25	424.12
62172	10/23/25	Printed			3475	CLARK PEST CONTROL	PEST CONTROL OCT 25	559.00
62173	10/23/25	Reconciled		10/31/25	3470	ANN CLARK	REFUND EVENT DEPOSIT 10/04/25	100.00
62174	10/23/25	Printed			3506	COLFAX CAR WASH	CAR WASH CARDS	425.00
62175	10/23/25	Reconciled		10/31/25	08050	HACH COMPANY	WWTP ETHERNET KIT	1,171.29
62176	10/23/25	Reconciled		10/31/25	08070	HANSEN BROS. ENTERPRISES	SAND FOR PUBLIC	47.43
62177	10/23/25	Printed			08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	8,042.15
62178	10/23/25	Reconciled		10/31/25	08170	HILLS FLAT LUMBER CO	SUPPLIES	428.48
62179	10/23/25	Printed			08501	HOME DEPOT CREDIT SERVICES	SUPPLIES	337.27
62180	10/23/25	Reconciled		10/31/25	08660	HUNT AND SONS, LLC	FUEL	552.26
62181	10/23/25	Reconciled		10/31/25	18400	NAPA AUTO PARTS	SUPPLIES	212.03
62182	10/23/25	Printed			14275	NEWINGTON, ERIN	REFUND FOR EVENT 10/4/25	100.00
62183	10/23/25	Reconciled		10/31/25	14356	NORTHERN CALIFORNIA GLOVE	PW BOOTS	293.63
62184	10/23/25	Printed			16140	PLACER COUNTY AIR POLLUTION	PER CAPITA ASSESSMENT FY 25/26	998.00
62185	10/23/25	Printed			17951	R3 CONSULTING GROUP	GRANT FUND MGMNT SEPT 25	1,537.50

Check Register Report

Item 2D

Date: 11/05/2025

Time: 10:12 am

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
62186	10/23/25	Reconciled		10/31/25	18150	REACTIC LLC	MOLD REMEDIATION 50% DOWN	10,475.60
62187	10/23/25	Reconciled		10/31/25	19070	SCORE - SMALL CITIES ORGANIZED	WORKERS COMP Q2 FY 25/26	24,854.80
62188	10/23/25	Reconciled		10/31/25	01790	SIERRA OFFICE PRODUCTS	SUPPLIES	110.83
62189	10/23/25	Printed			19399	SIERRA SOAR	DONATION FOR BASKETBALL PROGRAM	2,800.00
62190	10/23/25	Printed			19797	SWANA	LEGISLATIVE TASK FORCE	750.00
62191	10/23/25	Reconciled		10/31/25	21131	UNION PACIFIC RAILROAD COMPANY	UPRR PED XING	308.87
62192	10/23/25	Printed			21560	US BANK CORPORATE PMT SYSTEM	SUPPLIES	5,352.61
62193	10/23/25	Printed			22135	VISTA COMPLETE CARE	NEW HIRE PHYSICALS	540.00
62194	10/23/25	Reconciled		10/31/25	22240	VULCAN MATERIALS COMPANY	ASPHALT PATCH	305.67
62195	10/23/25	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONES	216.68
62196	10/23/25	Reconciled		10/31/25	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL SEPT 25	390.31
62197	10/23/25	Reconciled		10/31/25	23453	WM LYLES	ALGAE REDUCTION JUL 25	86,808.45
62198	10/31/25	Printed			1161	49ER WATER SERVICES	WWTP TESTING JUL 25	1,375.00
62199	10/31/25	Printed			1161	49ER WATER SERVICES	WWTP TESTING SEPT 25	90.00
62200	10/31/25	Printed			01427	ALL WEST EQUIPMENT COMPANY	WWTP BUTTERFLY VALVE	10,420.01
62201	10/31/25	Printed			01448	AMERIGAS - COLFAX	CORP YARD PROPANE	221.85
62202	10/31/25	Printed			01448	AMERIGAS - COLFAX	CITY HALL PROPANE	10.34
62203	10/31/25	Printed			01500	ANDERSON'S SIERRA	WWTP SUPPLIES	1,528.20
62204	10/31/25	Printed			2819	BIG BRAND TIRE & SERVICE	ASPHALT TRAILER TIRE	152.05
62205	10/31/25	Printed			02831	BOARD OF EQUALIZATION	Q1 FY 25/26 SELF ASSESSED SALES TAX	75.00
62206	10/31/25	Printed			02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS SEPT 25	6,450.50
62207	10/31/25	Printed			02901	BUREAU VERITAS NORTH AMERICA	PLAN REVIEW	238.00
62208	10/31/25	Printed			02901	BUREAU VERITAS NORTH AMERICA	PLAN REVIEW	1,289.50
62209	10/31/25	Printed			03121	CALIFORNIA BUILDING	GREEN FEES COLLECTED LESS 10%	21.60
62210	10/31/25	Printed			03196	CD & POWER	LS #5 YRLY SVC/INSPECTION	1,875.00
62211	10/31/25	Printed			04234	DE LAGE LANDEN FINANCIAL	COPY MACH ANNUAL TAX	4.00
62212	10/31/25	Printed			04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE NOV 25	504.79
62213	10/31/25	Printed			04250	DEPARTMENT OF CONSERVATION	SMIP FEES COLLECTED LESS 5%	131.95
62214	10/31/25	Printed			04258	DEPARTMENT OF MOTOR VEHICLES	VACTRON REGISTRATION	42.00
62215	10/31/25	Printed			04532	DIVISION OF STATE ARCHITECT	Q1 FY 25/26 SB1186 FEES COLLECTED LESS 90%	46.80
62216	10/31/25	Printed			06424(2)	FLO-LINE TECHNOLOGY, INC	WWTP RAIL BRACKET	1,166.74
62217	10/31/25	Printed			06278	FRONTIER COMMUNICATIONS	WWTP PHONE	350.63
62218	10/31/25	Printed			07460	GOLD MOUNTAIN CALIFORNIA	SKATE PARK NOTICE TO BIDDERS	307.72
62219	10/31/25	Printed			07460	GOLD MOUNTAIN CALIFORNIA	CULVER ST INFILTRATION NOTICE TO BIDDERS	215.32
62220	10/31/25	Printed			07570	GRAINGER	WWTP FILTERS	49.40
62221	10/31/25	Printed			08050	HACH COMPANY	WWTP SUPPLIES	27,429.51
62222	10/31/25	Printed			08059	HAMMITT, CODY	BOOT ALLOWANCE	225.21
62223	10/31/25	Printed			08660	HUNT AND SONS, LLC	FUEL	769.01
62224	10/31/25	Printed			09540	INTERSTATE SALES	SIGNS	186.62
62225	10/31/25	Printed			12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING SEPT 25	2,528.35
62226	10/31/25	Printed			12209	LIEBERT CASSIDY WHITMORE	EMPLOYEE HANDBOOK SEPT 25	8,011.50
62227	10/31/25	Printed			12209	LIEBERT CASSIDY WHITMORE	LEGAL MATTERS SEPT 25	450.50
62228	10/31/25	Printed			19390	MAR-VAL'S SIERRA MARKET	SUPPLIES	7.18
62229	10/31/25	Printed			15900	PAC MACHINE CO., INC	WWTP SWING CHECK VALVE	5,035.25

Check Register Report

Item 2D

Date: 11/05/2025

Time: 10:12 am

Page: 3

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
62230	10/31/25	Printed			16300	PCWA -PLACER COUNTY	WATER	3,156.58
62231	10/31/25	Printed			16202	PLACER COUNTY OES FISCAL UNIT	FIRE MARSHAL SVCS QTR 1 FY 25/26	21,103.29
62232	10/31/25	Printed			19393	SIERRA MOUNTAIN INTERNET	WWTP BACKUP INTERNET NOV25	25.00
62233	10/31/25	Printed			20538	TROJAN TECHNOLOGIES	WWTP LAMPS/CANISTERS	12,131.28
62234	10/31/25	Printed			21105	UNICO ENGINEERING	O'REILLY CONST INSP SEPT 25	5,722.85
62235	10/31/25	Printed			21500	USA BLUE BOOK, INC	WWTP WATERPILOT TRANSMTR	3,707.25
62236	10/31/25	Printed			22240	VULCAN MATERIALS COMPANY	ASPHALT PATCH	491.67
62237	10/31/25	Printed			23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	75.79
62238	10/31/25	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
62239	10/31/25	Printed			23450	WINNER CHEVROLET, INC.	PW TRK C4 REPAIRS	2,219.27
62240	10/31/25	Printed			23451	WOOD RODGERS	SEWER CONSOLIDATION SEPT25	250.00

Total Checks: 105

Checks Total (excluding void checks):

810,031.08

Total Payments: 105

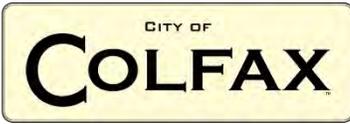
Bank Total (excluding void checks):

810,031.08

Total Payments: 105

Grand Total (excluding void checks):

810,031.08



Staff Report to City Council

FOR THE DECEMBER 10, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Back to the Drawing Board Sign Company

Budget Impact Overview:

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

Summary/Background

Harry Anderson with Dr. Harry the “Sales” MD will formally introduce the Back to the Drawing Board Sign Company and present a sample rendering of what is proposed for replacement of the current signage of the Candy Cane Pole in various locations throughout the City.

Attachments:

1. Request letter
2. Back to the Drawing Board Logo
3. Colfax Candy Cane Sign Rendering.



Dr. Harry THE "SALES" MD

"Helping You... Discover The Obvious!"

November 20, 2025

Ron Walker
Colfax City Manager

Dear Ron,

I respectfully request that the following company, and their accompanying sample, be put on the next Colfax City Council meeting agenda Wednesday, November 26th, 2025, for the purpose of formally introducing the "Back to the Drawing Board Sign Company" to the people of Colfax, and presenting a sample rendering of what they propose for replacement consideration of the current signage of the "Candy Cane Poles" in the various locations in Colfax.

In keeping with Colfax's history and tradition as a "Historical Railroad Town" this would finally express in a format that anyone would recognize as a truly unique representation of such a historic railroad town as Colfax is!

Thank you in advance for your time and efforts in making this request fulfilled.

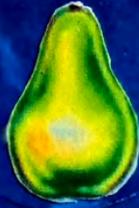
Sincerely,

Harry Anderson

BACK ^{to} the DRAWING BOARD



ARTISTIC
SIGNS

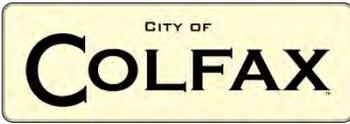


WELCOME TO
HISTORIC



GOLFAX





Staff Report to City Council

FOR THE DECEMBER 10, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Donation to the Soroptimist International of Colfax Soup Kitchen Event

Budget Impact Overview:

N/A:	Funded:	Un-funded:	Amount: \$1,000.00	Fund(s): 8263
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RECOMMENDED ACTION: Adopt Resolution __-2025 Approve and Authorize the City Manager to donate \$1,000.00 to the Soroptimist International of Colfax to assist Community Members who may not normally be able to afford a ticket to participate in the event.

Summary/Background

The Soroptimist International of Colfax holds an annual Old-Fashioned Soup Kitchen fundraiser at the Sierra Vista Community Center in Colfax, coinciding with the Winterfest Event. This year’s event will be held on Saturday, December 13, 2025 from 4:00-6:30 PM.

During the November 12, 2025, City Council meeting, Sonja Keller from the Colfax Soroptimist requested, during public comment, that the Council assist community members who may not be able to afford a ticket to the Soup Kitchen event by making a donation. The Council agreed to bring this item back tonight for consideration and to vote on donating \$1,000.00 from the Economic Development & Community Support Fund.

Attachments:

1. Resolution

City of Colfax City Council

Resolution No. __-2025

APPROVING AND AUTHORIZING THE CITY MANAGER TO DONATE \$1,000.00 FROM FUND 8263 – ECONOMIC DEVELOPMENT & COMMUNITY SUPPORT TO THE COLFAX SOROPTIMIST, OLD FASHIONED SOUP KITCHEN EVENT.

WHEREAS, The Soroptimist International of Colfax holds an annual Old Fashioned Soup Kitchen fundraiser at the Sierra Vista Community Center in Colfax, coinciding with the Winterfest Event; and,

WHEREAS, this year’s event will be held on Saturday, December 13, 2025, from 4:00-6:30 PM; and,

WHEREAS, during the November 12, 2025, City Council meeting, Sonja Keller from the Colfax Soroptimist requested during public comment, that the Council assist community members who may not be able to afford a ticket to the Soup Kitchen event by making a donation; and,

WHEREAS, the Council agreed to bring this item back tonight for consideration and to vote on donating \$1,000.00 from the Economic Development & Community Support Fund; and,

WHEREAS, the City of Colfax wishes to donate \$1,000.00 to the Colfax Soroptimist in support of their Soup event.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to donate \$1,000.00 to the Colfax Soroptimist in support of their Soup event.

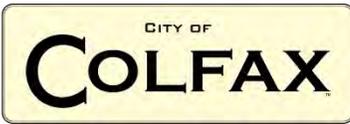
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on December 10, 2025, by the following vote of the Council:

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

Sean Lomen, Mayor

ATTEST:

Ron Walker, Interim City Clerk



Staff Report to City Council

FOR THE DECEMBER 10, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Carl Moore, City Engineer
Subject: Skate Park Project Bid Results

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Status update on the bids received for construction of the Colfax Skate Park and request for direction.

The bids received for the Colfax Skate Park are substantially greater than estimated. The purpose of this staff report is to provide information on the status of the bid process and request feedback from the City Council on how to proceed with next steps given an estimated shortfall for the project.

Summary/Background

On October 23, 2019, the City Council adopted Resolution 51 - 2019 which formally approved locating the Skate Park adjacent to the Splash pad. This project has experienced multiple delays and has yet to be completed.

On October 23, 2024, the City Council approved the revised footprint and preliminary plans and direction was provided to Colfax Green Machine to finalize the improvement plans for the Colfax Skate Park. New Line Skateparks provided the Colfax Skate Park, bid set issue date 2025-06-09 (Final Plans).

On July 9th, 2025, City Council approved the Final Plans and authorized the City Manager to solicit bids for the construction of the Colfax Skate Park project.

In October 2025, bids documents were issued and bids requested for the construction of the Colfax Skate Park with bids due and received on November 20, 2025. Two bids were received and are listed below:

Spohn Ranch, Inc	\$648,900.00 base bid + \$20,000.00 bid alt #1
Grindline Skateparks, Inc.	\$799,700.00 base bid + \$32,584.00 bid alt #1

The amounts above do not include the cost for testing and inspection services (T&I) nor time for city staff to monitor construction, which could add another \$50,000-\$100,000 bringing the low base bid plus T&I/city staff total cost to \$698,900-\$748,900. The available funding including the State grant, County grant, Green Machine donations, and city contribution is \$524,376 for a total funding shortage between \$174,524-\$224,524.

Conclusions and Findings

City staff recommends City Council review the following options and provide direction for city staff to proceed with the project:

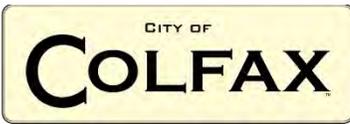
1. City and Green Machine staff to review additional funding sources
2. City to provide additional funding to offset the funding shortfall
3. Rebid the project
4. Reject all bids, return funding to source accounts, and notify grant issuers of status

Fiscal Impacts

N/A

Attachments:

1. N/A



Staff Report to City Council

FOR THE DECEMBER 10, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Carl Moore, City Engineer
Subject: Bid Award for Culver St. Infiltration Trench

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$53,200	Fund(s): 250/358
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RECOMMENDED ACTION: Adopt Resolution __- 2025 awarding the construction bid and authorizing the City Manager to execute and agreement for the construction of the Culver St. Infiltration Trench Improvements.

Summary/Background

In early 2021, city staff started the design process in anticipation of a Community Development Block Grant (CDBG) award for city street improvements. On October 27, 2023, the city was notified of the CDBG award, the design of the roadway improvements was authorized to proceed, bid responses were received on January 18th, 2024, and the project was awarded to Hansen Bros. Enterprises with final completion issued on November 19th, 2024.

During the following winter on Culver St., rainfall caused the groundwater to rise and the new pavement acted as a seal causing the groundwater to penetrate the new asphalt surface for many months into the summer of 2025 which will cause premature failure of the new roadway surface. The CDBG grant has a remaining amount of \$1,232,488.24 and the City match has a remaining amount of \$139,352.18 for a total of \$1,371,840.42.

The City contracted with Geocon to review the issue and provide recommendations to intercept the underground water to reduce its impact on the roadway structure which included an infiltration trench along most of Culver St. between Grass Valley St. and Church St. The City also contracted with its on-call City Engineer firm Cartwright Nor Cal to prepare Final Plans for the City to bid to install the infiltration trench just west of the new pavement on Culver St.

Per Resolution 41-2025, City Council approved the design and authorized the City Manager to solicit bids for the construction of the Culver Street Infiltration project.

Construction bid documents were issued in October 2025, and bids were received and opened on November 18, 2025 with the following results:

Simpson & Simpson, Inc.	\$46,247.00
Baldoni Construction Service, Inc.	\$53,152.00

City staff was notified by HUD on December 3rd, 2025, that the remaining CDBG grant funding amendment was approved and will provide additional pavement rehabilitation projects within the city. City staff is hopeful the infiltration trench improvement costs will be fully or partially reimbursed through the CDBG grant but construction cost may be required to be fully funded by city sources.

City staff recommends that the City Council award the construction bid to Simpson & Simpson, Inc. and authorize the City Manager to execute an agreement for the construction of the Culver St. Infiltration project with funding amount to include a 15% contingency for a total amount of \$53,200.00.

Fiscal Impacts

The total project is funded with Fund 250-Transportation (Streets & Roads) and 358-CDBG Road Rehab funds.

Attachments:

1. Resolution 41-2025
2. Resolution xx-2025 for Bid Award

City of Colfax City Council

Resolution № 41-2025

ACCEPTING THE DESIGN AND AUTHORIZING THE CITY MANAGER TO SOLICIT BIDS FOR
THE CONSTRUCTION OF THE CULVER ST. INFILTRATION TRENCH IMPROVEMENTS

WHEREAS, In early 2021, started the design process in anticipation of a Community Development Block Grant (CDBG) award for city street improvements and the project was awarded to Hansen Bros. Enterprises with final completion issued on November 19th, 2024; and,

WHEREAS, During the following winter on Culver St., rainfall caused the groundwater to rise and the new pavement acted as a seal causing the groundwater to penetrate the new asphalt surface for many months into the summer of 2025 which will cause premature failure of the new roadway surface; and,

WHEREAS, The City contracted with Geocon and Cartwright Nor Cal for recommendations and improvement plans to intercept the groundwater; and,

WHEREAS, City staff is in the process of working with HUD to maintain the remaining CDBG grant funding to provide some additional pavement rehabilitation projects within the city and are hopeful the infiltration trench improvement costs will be reimbursed through the CDBG grant since this impacts the improvements constructed under that grant and would have been included had staff know of the issue.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves the design and authorizes the City Manager to solicit bids for the construction of the Culver St. Infiltration project.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 8th day of October, 2025, by the following vote of the Council:

AYES: Burruss, Douglass, Hillberg, Lomen, McCully

NOES:

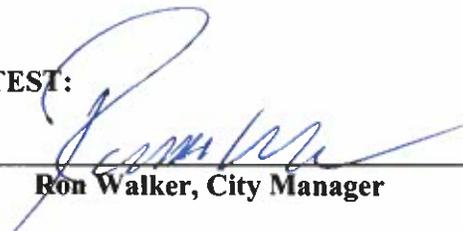
ABSTAIN:

ABSENT:



Sean Lomen, Mayor

ATTEST:



Ron Walker, City Manager

City of Colfax

City Council

Resolution No. __-2025

AWARDING THE CONSTRUCTION BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE CONSTRUCTION OF THE CULVER STREET INFILTRATION TRENCH IMPROVEMENTS

WHEREAS, In early 2021, started the design process in anticipation of a Community Development Block Grant (CDBG) award for city street improvements and the project was awarded to Hansen Bros. Enterprises with final completion issued on November 19th, 2024; and,

WHEREAS, During the following winter on Culver St., rainfall caused the groundwater to rise and the new pavement acted as a seal causing the groundwater to penetrate the new asphalt surface for many months into the summer of 2025 which will cause premature failure of the new roadway surface; and,

WHEREAS, The City contracted with Geocon and Cartwright Nor Cal for recommendations and improvement plans to intercept the groundwater; and,

WHEREAS, Per Resolution 41-2025, City Council approved the design and authorized the City Manager to solicit bids for the construction of the Culver Street Infiltration project; and,

WHEREAS, Construction bid documents were issued in October 2025 and bids were received and opened on November 18th, 2025 with the low apparent bidder being Simpson & Simpson, Inc; and

WHEREAS, City staff was notified by HUD on December 3rd, 2025, that the remaining CDBG grant funding amendment was approved. City staff is hopeful the infiltration trench improvement costs will be fully or partially reimbursed through the CDBG grant but construction cost may be required to be fully funded by city sources; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax awards the construction bid and authorizes the City Manager to execute and agreement for the construction of the Culver Street Infiltration project in the amount of \$53,200.00 to include a 15% contingency.

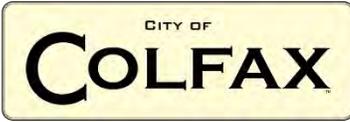
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on December 10, 2025, by the following vote of the Council:

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

ATTEST:

Sean Lomen, Mayor

Ron Walker, Interim City Clerk



Staff Report to City Council

FOR THE DECEMBER 10, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Establishment of Public Trust Fund & Formation of the Colfax Community Foundation.

Budget Impact Overview:

N/A:	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __-2025 approving and authorizing the City Manager to Establish a Public Trust Fund and Authorizing the Formation of the Colfax Community Foundation.

Summary/Background

The City of Colfax, like many small municipalities, faces growing demand for public-benefit programs—such as affordable housing, youth development, arts, library, and community improvement projects while operating within a limited and unpredictable fiscal environment.

Other jurisdictions within Placer County and throughout California have addressed similar challenges by establishing public trust funds, which create transparent, purpose-restricted accounts that accept both city allocations and voluntary public contributions. In some cases, these funds appear directly on the County property tax bill, allowing residents to voluntarily contribute small, tax-deductible amounts to causes they value, such as libraries or parks.

Public trust funds have proven to be an effective mechanism for:

- Unlocking state matching funds, such as through the California Department of Housing and Community Development’s (HCD) Local Housing Trust Fund Program (LHTF), which provides dollar-for-dollar state matches to locally capitalized housing funds;
- Demonstrating local cost-share eligibility for state programs offered by the California Arts Council, California State Library, California Department of Parks and Recreation, CalFire Urban Forestry, and the Strategic Growth Council; and
- Increasing public confidence and participation through transparent reporting of community-directed funds.

While government trust funds can accept tax-deductible contributions directly under IRS §170(c)(1), many private foundations, corporations, and donor-advised funds can only contribute to IRS-registered 501(c)(3) entities. Therefore, establishing a parallel nonprofit organization (the Colfax Community Foundation) would broaden access to charitable and corporate grant opportunities while remaining aligned with the City’s goals and priorities.

Issue

Colfax currently lacks a structured vehicle to (1) capture voluntary public donations, (2) meet matching requirements for state and federal programs, and (3) receive private foundation or corporate charitable funding. Without such mechanisms, the City forfeits access to potential millions of dollars in matching and philanthropic resources that could otherwise support community priorities.

Several peer jurisdictions have implemented similar models successfully:

Location	Program/Issue	Resolution
Placer County, CA	Residents wanted to contribute to libraries, animal services, and community programs.	County created opt-in property tax check-off trust funds; donations are tax-deductible and publicly reported.
Truckee, CA	Sought to increase local housing resources.	Town established a local housing trust fund that qualified for HCD’s LHTF matching program, doubling available dollars.
South Lake Tahoe, CA	Wanted to strengthen arts and community development grant competitiveness.	City established public benefit funds and partnered with a nonprofit foundation to attract private-sector matches.

To address these limitations, Councilmember Trinity Burruss, has initiated the legal formation of The Colfax Community Foundation, a California nonprofit public benefit corporation. Articles of Incorporation have already been filed with the Secretary of State.

Should the City Council choose to participate, the foundation would serve as a separate but affiliated entity, founded jointly by the City of Colfax, to manage private contributions and grants that align with city priorities, while maintaining legal separation and financial transparency.

The City would serve as a founding entity of the Foundation and shall retain two permanent board seats to ensure oversight and alignment with public objectives, while preserving the Foundation’s nonprofit independence as legally required.

Recommended Action

The City of Colfax should:

1. Establish a Series of Public Trust Funds dedicated to specific community benefit purposes, such as:
 - o *Affordable Housing Trust Fund*
 - o *Arts and Culture Trust Fund*
 - o *Library and Literacy Trust Fund*
 - o *Youth and Community Development Trust Fund*

2. Authorize the City Manager and Staff to work with Councilmember Burruss on the formation of the “Colfax Community Foundation,” a nonprofit 501(c)(3) organization that will serve as a fundraising and philanthropic partner to the City, eligible to receive foundation grants, corporate donations, and other private charitable contributions; with the intent that The City of Colfax will hold two permanent seats on the future board once structured.
3. Coordinate with Placer County to include voluntary contribution checkboxes for City trust funds on local property tax bills.
4. Direct City Finance Staff to establish and manage the restricted accounts, ensuring annual reporting, transparency, and public accessibility of fund balances and expenditures.
5. Publicize Deductibility and Transparency: Clearly communicate that contributions to City trust funds and the Foundation are tax-deductible, restricted to public purposes, and subject to annual reporting.

Attachments:

1. Resolution

City of Colfax

City Council

Resolution № -2025

APPROVING AND AUTHORIZING THE CITY MANAGER OF THE CITY OF COLFAX TO ESTABLISH PUBLIC TRUST FUNDS AND AUTHORIZING THE FORMATION OF THE COLFAX COMMUNITY FOUNDATION

WHEREAS, the City of Colfax seeks to enhance public benefit programs by creating transparent, community-driven funding mechanisms that expand eligibility for grants and matching programs; and,

WHEREAS, state and federal programs, including the California Department of Housing and Community Development's Local Housing Trust Fund Program, offer matching funds for locally capitalized housing and community initiatives; and,

WHEREAS, residents of Colfax and local businesses have expressed interest in contributing voluntarily to community programs in a manner that ensures transparency, accountability, and tax deductibility; and,

WHEREAS, public trust funds provide a proven structure for managing restricted-purpose contributions and for qualifying local dollars to receive state or federal matching fund; and,

WHEREAS, establishing a nonprofit charitable organization—the Colfax Community Foundation—will enable the City and its partners to pursue private foundation and corporate grants that cannot be awarded directly to a government entity; and,

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax hereby establishes the following public trust funds:

1. Colfax Affordable Housing Trust Fund.
2. Colfax Arts and Culture Trust Fund.
3. Colfax Library and Literacy Trust Fund.
4. Colfax Youth and Community Development Trust Fund.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager and Staff to collaborate on legal formation for *The Colfax Community Foundation*, a nonprofit 501(c)(3) entity aligned with the City's mission to support public benefit programs and directs staff to assist in filing necessary incorporation and tax-exemption documents.

BE IT FURTHER RESOLVED that the City Council directs the City Manager and Finance Department to coordinate with the Placer County Tax Collector and other relevant agencies to facilitate voluntary contributions to these funds through property tax check-offs or other donation mechanisms, and to issue annual public reports on fund balances and uses.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on December 10, 2025, by the following vote of the Council:

AYES:

NOES:

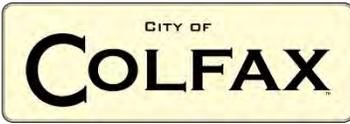
ABSTAIN:

ABSENT:

Sean Lomen, Mayor

ATTEST:

Ron Walker, Interim City Clerk



Staff Report to City Council

FOR THE DECEMBER 10, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Wayfinding Signs

Budget Impact Overview:

N/A:	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Council review of the proposed updates to the downtown wayfinding signage and provide direction on design preferences and next steps. Pending Council guidance, staff will prepare design mock-ups and associated cost estimates for future consideration.

Summary/Background

The City of Colfax installed six wayfinding signs with the intent of guiding visitors to key destinations and promoting the downtown area. Over time, staff and community members have observed that the current signage has had limited impact due to its design features. Specifically, the muted color scheme, small font size, and stylized typeface have contributed to reduced legibility, particularly for motorists.

Mayor Pro Tem McCully has initiated a review of the existing signage and requested that the City Council consider potential improvements aimed at increasing clarity and visibility.

Enhancing the effectiveness of the wayfinding system will support local businesses and strengthen downtown visibility. Recommended design modifications include:

- **Use of bolder, higher-contrast colors** to improve visibility at a distance.
- **Larger, reflective lettering** to increase legibility in varying light conditions and to better accommodate drivers.
- **Simplified, easy-to-read fonts** consistent with best practices in transportation and pedestrian signage.
- **Clear emphasis on “DINE” and “SHOP”** to draw attention to key activity areas within the downtown commercial core.
- **Large Bolder Arrows** directing visitors to Downtown
- **Consider colored poles** for added visibility over the black they currently are

These changes are intended to make the signage more intuitive for visitors, improve navigation to downtown businesses, and reinforce the city’s branding and economic development goals.

FISCAL IMPACT:

To be determined. Staff will provide cost estimates upon direction from Council regarding preferred design elements and scope. One design estimate was \$350 a sign, including replacement metal for the signs as the current decals are lifting.

Attachments:

1. Colors for Wayfinding Signs

Colors for Wayfinding Signs – City of Colfax

For **wayfinding signs**, the best background and type (text) color combinations focus on **maximum legibility, contrast, and universal visibility**—especially for outdoor and public environments. Here are the most recommended color combinations and principles based on **industry standards** (like MUTCD, ADA, and SEGD guidelines):

✔ Best Background & Type Color Combinations

Background Color	Text Color	Use Case / Notes
Dark Blue	White or Yellow	Highly visible; commonly used for directional signs and highway wayfinding
Green	White	Standard for highway guide signs and park/campus navigation
Black	White or Yellow	Strong contrast; good for interior or dark environments
White	Black	Clean, simple; works well for indoor signs or in shaded outdoor areas
Brown	White or Yellow	Used for recreational or cultural interest areas (e.g., parks, museums)
Red	White	Reserved for stop, emergency, or prohibition signs

☀ Design Best Practices

1. **High Contrast:** Ensure a minimum contrast ratio of **70%** between text and background.
 - Example: White-on-dark blue or black-on-white.
2. **Font Choice:** Use sans-serif fonts like **Helvetica**, **Clearview**, or **Frutiger**.
 - Avoid decorative or script fonts.
 - Use **sentence case** or **title case**—avoid all-caps unless necessary.
3. **Text Size & Legibility:**

Colors for Wayfinding Signs – City of Colfax

- 1 inch of letter height per **10 feet of viewing distance**.
- Consider lighting and glare when placing signs outdoors.

4. Colorblind Accessibility:

- Avoid relying solely on red/green combinations.
- Use symbols or shapes alongside color when possible.

5. Consistency:

- Use a uniform color scheme throughout a system to establish intuitive navigation.

Combinations to Avoid

Background Text Why Not?

Red	Green	Colorblind users can't distinguish
Blue	Red	Low contrast, vibrates visually
Yellow	White	Low visibility, especially in sunlight

Recommended Color Scheme for Historic Downtown

Element	Color	Hex Code	Notes
Background	Deep Navy Blue	#1C3D5A	Elegant, professional, and commonly used for heritage locations
Text/Icons	Antique White	#F5F5DC	High contrast with navy; softer than stark white
Accent Elements	Burnt Bronze	#6E4B3A	Adds warmth and vintage feel without overwhelming the design

Colors for Wayfinding Signs – City of Colfax

Element	Color	Hex Code	Notes
Border/Trim	Gold or Brass	#D4AF37	Evokes historic plaques and traditional craftsmanship

Sign Style Suggestions

- **Font:** Use a classic, easy-to-read serif like **Garamond**, **Bembo**, or a clean humanist sans-serif like **Frutiger** or **Clearview**.
- **Case:** Use **Title Case** for readability and elegance (e.g., “Main Street”).
- **Iconography:** Integrate subtle, custom icons (like historic building silhouettes) to reinforce identity.
- **Materials:** Consider painted metal or cast bronze with patina finishes for sign panels, posts, or frames.

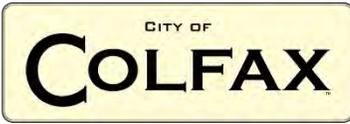
Example Layout

If you're creating signs like:

- “Historic Downtown Entrance”
- “Museum →”
- “City Hall ← 0.2 mi”

You might format it with:

- **Deep navy panel**
- **Antique white text** with **gold accent border**
- Directional arrow in **bronze**
- Optional symbol (e.g., a clock tower or lamppost) in the corner



Staff Report to City Council

FOR THE DECEMBER 10, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Winterfest Planning Report

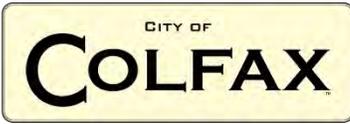
Budget Impact Overview:

N/A:	Funded:	Un-funded:	Amount:	Fund(s): 100-110
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RECOMMENDED ACTION: Council will provide an update on the event.

Summary/Background

At tonight’s meeting, the Council will provide an updated progress report on Winterfest, including vendor participation, donations received, and other logistical details.



Staff Report to City Council

FOR THE DATE REGULAR COUNCIL MEETING

From: Conor Harkins, City Attorney
Prepared by: Conor Harkins, City Attorney
Subject: Response to 2025 Grand Jury Report

Budget Impact Overview:

N/A: <input checked="" type="checkbox"/>	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Approve Letter Responding to Grand Jury Report.

Summary/Background

The Placer County Grand Jury published its annual report on June 30, 2025. The report investigates cities’ compliance with laws governing conflicts of interest policies, financial disclosures, and ethics training. The report makes findings and recommendations and requests a response to each from the subject agency.

The Grand Jury Report found the City had adopted a conflict of interest code, but recommended changes that would expand the scope of the policy to cover additional designated employees, require compliance with state law on annual ethics training, and create an enforcement mechanism. The Grand Jury Report also found the City’s recordkeeping inadequate and recommended improvements.

The City must respond to the Grand Jury’s findings and recommendations within 90 days. The Grand Jury requested a response by September 1, 2025. The City missed this deadline because the City Attorney had not completed his analysis of the report. That analysis is now complete and reflected in the attached draft letter to the Grand Jury.

Recommendation

The City Attorney recommends the Council review and approve the attached letter responding to the Grand Jury’s findings and recommendations.

Fiscal Impacts

Attachments:

1. Excerpts from the Placer County Grand Jury Report
2. Draft letter responding to findings and recommendations

PLACER COUNTY GRAND JURY FINAL REPORT

2024-2025



STATE OF CALIFORNIA

June 30, 2025

Amended July 9, 2025

Cover Photo Credit: Placer County Media Valet



PLACER COUNTY GRAND JURY

11532 B Avenue, Auburn, CA 95603
E-mail: info@placergrandjury.org

Phone: (530) 886-5200
FAX: (530) 886-5201

The Honorable Alan V. Pineschi
Presiding Judge, Superior Court
County of Placer
PO Box 619072
Roseville, CA 95661-9072

The Honorable Trisha Hirashima
Advising Grand Jury Judge, Superior Court
County of Placer
PO Box 619072
Roseville, CA 95661-9072

Subject: 2024–2025 Grand Jury Final Report

Dear Judge Pineschi, Judge Hirashima, Placer County Board of Supervisors, and Citizens of Placer County:

As foreperson it is my honor to present the 2024-2025 Placer County Grand Jury Final Consolidated Report. The report contains thirteen individual reports on our investigations and required inspections completed during our term. Two additional investigations were conducted with no findings and/or recommendations. Some of the key topics investigated were public safety, community schools, agency adherence to state statutes on conflict of interest, special district operations and welfare fraud.

The Placer County Grand Jury consists of nineteen civic-minded individuals who dedicated their time and efforts this past year to identify areas of improvement within Placer County for the benefit of its residents and governmental organizations. Each member of the grand jury has devoted hundreds of hours of hard work in connection with the investigations, inspections, tours, research, and the writing required to prepare this final report. The results of their dedication, knowledge, and experiences are evident in this year's reports. Their commitment and accomplishments cannot be overstated.

The Placer County Grand Jury receives complaints from citizens throughout the year. Each complaint is carefully reviewed by the grand jury to determine jurisdiction and the relevance and impact of the complaint topic to the citizens of the county. After completion of the initial review, complaints are moved to the

appropriate committee for further exploration. Committees examine each topic with oversight by the full grand jury. Due to time constraints, not every complaint received by the grand jury is investigated. A written report of the grand jury's findings and recommendations regarding any specific complaint may or may not be included in this year's final report.

The grand jury acknowledges and thanks the advice and guidance provided by our Presiding Judge, the Honorable Alan V. Pineschi, and Advising Judge, the Honorable Trisha Hirashima. A special thank you to Deputy County Counsel Jason Folker for his invaluable research and responses to grand jury requests. A major change in Placer County support to the grand jury was the responsibility for managing administrative and office management activity. As directed by the Placer County Superior Court, this responsibility is now placed on the grand jury. As a member of the grand jury, it is paramount to recognize juror Wendy Biel, who stepped forward and took on juror training, ensuring all general office management tasks were covered, and critical compliance documentation was timely processed. Wendy also fulfilled a full role in grand jury committee investigations and work, including chairing a committee. We also recognize Rosalinda Cruz, Executive & Judicial Services Supervisor, for her guidance and support throughout the year.

Sincerely,



Bob Peterson, Foreperson
2024-2025 Placer County Grand Jury

Placer County Grand Jury 2024-2025



Wendy Biel
Roseville

Richard Boher
Auburn

Gary Clark
Roseville

Aggie d’Esterhazy
Granite Bay

Crystal Elledge
Lincoln

Joe Gear
Roseville

Gary Haynes
Granite Bay

David Hughes
Auburn

Michael Johnson
Rocklin

David Klabunde
Auburn

Celeste Licata
Granite Bay

Bob Peterson
Auburn

Donald Pfluger
Roseville

Jim Ratliff
Roseville

Brian Scott
Rocklin

David Williams
Roseville

Scott Williams
Roseville

Timothy Worley
Rocklin

David Yazzolino
Meadow Vista



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Introduction to the Grand Jury

What is a Grand Jury?

The grand jury is an investigatory body with the authority to act as a watchdog over local government, to investigate citizen complaints, and to assist in criminal matters at the request of the district attorney.

The grand jury is part of the county judicial system as authorized by the California State Constitution. It is advised by the Placer County Superior Court and is not accountable to elected officials or government employees. Its findings and recommendations are unbiased and impartial. Grand jurors are sworn to secrecy and, other than final reports, their work is kept strictly confidential.

History

The jury system is rooted in English common law and dates to the eleventh century. In 1635, the Massachusetts Bay Colony impaneled the first grand jury in North America to consider cases of murder, robbery, and wife beating. The U.S. Constitution's Fifth Amendment and the California Constitution Article 1 call for grand juries. Grand juries were established throughout California during the early years of statehood. As constituted today, criminal and civil grand juries are a part of the judicial branch of government and function as arms of the court system.

The grand jury is an investigatory body created for the protection of society and the enforcement of the law. The grand jury in California is unusual because its duties include investigation of local and county governments as provided by statutes passed in 1880.

Investigations

The primary duty of the grand jury is to evaluate local government entities through a systematic fact-finding process. The objective of the investigations is to produce beneficial reports that persuade local officials to run agencies more effectively and efficiently. The final report of the grand jury is the result of investigative efforts and is a public record of their endeavor.

Anyone may ask a grand jury to investigate a civil issue that falls within the grand jury's jurisdiction. Whether it chooses to investigate such a complaint is entirely in the jury's discretion and may be affected by workload, resource limitations, or jurisdiction.

By law, all proceedings of a grand jury are confidential. Findings and recommendations are published in its final report. Per California law, elected officials must respond within sixty days. Governing bodies of public agencies must respond within ninety days. The following year's grand jury publishes the responses to the final report.

Upon occasion, the district attorney can ask a grand jury to hold hearings in criminal investigations to determine whether evidence presented by the district attorney is sufficient to indict an individual, who would then stand trial in court. A minimum of twelve grand jurors must vote for an indictment in any criminal proceeding.

Placer County Grand Jury Committees

The 2024-2025 Placer County Grand Jury served a one-year term from July 9, 2024, through July 9, 2025. In performing its duties, the grand jury examined county government, special districts, school districts, city governments, and inspected jails, holding facilities, and the juvenile detention facility.

Grand jury reports are done by committees. A juror typically serves on three committees and may be an officer on two of those committees. Committees meet at least twice each month.

Audit and Finance

This committee may audit Placer County Government offices, departments, agencies, and districts.

Cities

This committee may investigate incorporated cities and towns within Placer County. The committee investigates the operations or functions of one or more city departments or functions. The six cities and towns are Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville.

Continuity and Editorial

This committee is responsible for ensuring the written reports of the grand jury are factual, clear, concise, and readable. Editing includes proper punctuation, spelling, grammar, and formatting. This committee also leads the ongoing task of updating the Placer County Grand Jury Handbook so subsequent grand juries may make a smooth transition into a new term.

County Administration

This committee concerns itself with the investigation of the offices, departments, and functions of county government. It includes, but is not limited to, all appointed boards and commissions not under the purview of the Special Districts Committee.

Criminal Justice

This committee is mandated to inspect jails and holding facilities in Placer County each year. It also may investigate matters concerning criminal justice. This committee also considers matters concerning law enforcement and public safety.

Health and Welfare

This committee investigates issues related to the social services of Placer County. In addition, it is responsible for the annual Juvenile Detention Facility inspection.

Schools and Libraries

This committee investigates public educational institutions and public libraries. It has no jurisdiction over school policies or personnel.

Special Districts

This committee investigates special districts, agencies, boards, commissions, and joint powers agencies serving Placer County. Examples of these special districts include water agencies, hospitals, cemetery, utility, airport, and fire districts.

Jurisdiction

The areas within the investigatory jurisdiction of the Placer County Grand Jury include:

- persons imprisoned in the county jail on a criminal charge and not indicted,
- the condition and management of the public jails within the county,
- willful or corrupt misconduct in office of public officers of every description within the county,
- county government, city government, special districts, school districts, agencies, and authorities, and
- criminal hearings upon request of the district attorney.

The areas which are not within Placer County Grand Jury jurisdiction include:

- federal agencies,
- state agencies,
- superior court system, and
- school district personnel records, curriculum, and policy.

Grand Juror Qualifications

Prospective grand jurors must possess the following qualifications per California Penal Code § 893:

- applicant is a citizen of the United States, 18 years or older, who has been a resident of Placer County for one year immediately before being selected and sworn in,
- applicant is in possession of his or her natural faculties, of ordinary intelligence, of sound judgment, and of fair character, and
- applicant possesses sufficient knowledge of the English language.

A person is not allowed to serve as a grand juror if:

- serving as a trial juror in any California court,
- discharged as a grand juror in any court of this state within one year,
- convicted of malfeasance in office, any felony, or other high crime, or
- serving as an elected public officer.

Desirable qualifications for a grand juror include:

- computer and internet communication skills,
- good health,
- open-minded with concern for the views of others,
- ability to work with others,
- genuine interest in community affairs,
- investigative skills, and
- ability to write reports.

Juror Selection

In the spring of each year, the Placer County Superior Court solicits applications from citizens of the county. Applicants should expect that a criminal records check will be conducted. Applications are reviewed and an interview is scheduled with the presiding and advising judges as well as the foreperson of the outgoing grand jury.

After the interview process, prospective applicants are required to appear for the final selection which is held in a Placer County Superior Court courtroom. With outgoing grand jurors in attendance, the court clerk draws nineteen names at random. A minimum of ten names are drawn to form a list of alternate jurors. The presiding judge swears in the new nineteen grand jury members and gives the jurors a description of their duties and responsibilities.

Commitment

Persons selected for grand jury service can expect to serve forty or more hours per month for a period of one year, generally from July 1 through June 30. Jurors may opt to serve a second consecutive year, if approved by the court.

Remuneration

Grand jurors receive a nominal payment for meetings they attend and are reimbursed for mileage to attend meetings and training.

Orientation

Jurors attend a two-day orientation program provided by the Civil Grand Jury Association about grand jury functions, duties, and responsibilities. The jurors also receive onboarding training from the IT department.

Why Become a Grand Juror?

Those who volunteer and are accepted for grand jury service should feel privileged to be selected. They enter this service with interest and curiosity to learn more about the administration and operation of Placer County government. Serving as a grand juror requires many hours and serious effort and reflects a generous commitment to public service.

How to Apply to Serve as a Grand Juror

Apply to be a grand juror online at:

https://www.placercourts.org/grand_jury/general-grandjury-application-form.html

Grand Jury Reports

The Placer County Superior Court maintains webpages for the grand jury on its website. Past and present final reports, and responses to those final reports, may be found at: <https://www.placer.courts.ca.gov/general-information/grand-jury/grand-jury-reports-resolutions>

How to Submit a Confidential Citizen Complaint

All complaints must be submitted in writing. A confidential citizen complaint form is available online at: <https://www.placer.courts.ca.gov/general-information/grand-jury/grand-jury-confidential-citizen-complaint-form> and may be submitted electronically. The form may also be mailed, faxed, or hand-delivered to the grand jury office at the address below. The citizen will receive a letter acknowledging receipt of the complaint.

All grand jury documents, including citizen complaints, are secret and cannot be subpoenaed in court or revealed to the public. Complainants' names are held in strictest confidence.

How to Contact the Grand Jury

By Mail: Placer County Grand Jury
11532 B Ave
Auburn, CA 95603

In Person: Materials can be placed in a drop box located by the entrance door at the above address.

Online: info@placergrandjury.org **OR**
forepersonprotem@placergrandjury.org

By Phone: (530) 886-5200

By Fax: (530) 886-5201



INSTRUCTIONS FOR RESPONDENTS

The legal requirements affecting respondents and responses to Grand Jury findings and recommendations are contained in California Penal Code § 933.05. The full text of the law is provided at the end of this document.

Two different time periods for responses, and to whom you must respond to, are defined in California Penal Code § 933(c). They are as follows:

Type of Agency	Time Frame	To Whom
Government Boards	Ninety (90) Days	<ul style="list-style-type: none">• Presiding Judge of the Superior Court
Elective Office or Agency Head	Sixty (60) Days	<ul style="list-style-type: none">• Presiding Judge of the Superior Court• Information copy to Board of Supervisors

An original signed copy of the response must be provided to both of the following:

1. Presiding Judge of the Placer County Superior Court at the address listed below:

The Honorable Alan V. Pineschi
Presiding Judge of the Superior Court
County of Placer
PO Box 619072
Roseville, CA 95661-9072

2. Placer County Grand Jury at the address listed below:

Placer County Grand Jury
11532 B Ave
Auburn, CA 95603
Attention: Foreperson

When responding to more than one report, respondents must respond to each report separately.

Respondents are encouraged to use the Response to Grand Jury Report Form, included in this report, to help format and organize your response. An electronic version of the form is available upon request from the Grand Jury.

RESPONSE TO PLACER COUNTY GRAND JURY REPORT FORM

Report Title: _____

Response Provided by: _____

What is a Compliant Response?

Penal Code § 933.05 is very specific in what is required in a response. First, a respondent must address the findings listed in the report. There are only two responses allowed by the penal code. However, additional information is required if the respondent disagrees with a finding. If a report only lists findings and there are no recommendations, a response agreeing or disagreeing with each finding is not necessary.

FINDINGS

For purposes of subdivision (b) of Penal Code § 933.05, the respondent shall report one of the following two actions regarding each finding.

The respondent agrees with the finding.
The respondent disagrees wholly or partially with the finding; in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reason(s) therefore.

- I (we) **agree** with the finding(s) numbered: _____.
- I (we) **disagree** wholly or partially with the finding(s) numbered: _____.

Describe any portions of the finding(s) that are disputed or not applicable; include an explanation of the reason(s).

RECOMMENDATIONS

For purposes of subdivision (b) of Penal Code § 933.05, the respondent shall report one of the following four actions regarding each recommendation.

The recommendation <u>has been implemented</u> with a summary regarding the implemented action.
The recommendation <u>has not yet been implemented</u> , but will be implemented in the future, <i>with a timeframe for the implementation.</i>
The recommendation <u>requires further analysis</u> , <i>with an explanation and the scope and parameters of an analysis or study, and a timeframe</i> for the matter to be prepared for discussion. <i>This timeframe shall not exceed six months from the date of publication of the grand jury’s report.</i>
The recommendation <u>will not be implemented</u> because it is not warranted or is not reasonable, <i>with an explanation</i> , therefore.

- Recommendations numbered _____ **have been** implemented.
(Describe the implemented actions.)
- Recommendations numbered _____ **have not yet been** implemented but will be implemented in the future, with a targeted completion date of _____.
Per Penal Code § 933.05(b)(2), a time frame for implementation must be included.
- Recommendations numbered _____ **require further analysis**. The further analysis will be completed by _____.
Describe the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six (6) months from the date of publication of the grand jury report.
- Recommendations numbered _____ **will not be** implemented because they are not warranted or are not reasonable.
Provide an explanation.

Signature: _____ Date: _____

Number of pages attached _____.

CALIFORNIA PENAL CODE

Section 933.05

- (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
- (1) The respondent agrees with the finding.
 - (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation has been implemented, with a summary regarding the implemented action.
 - (2) The recommendation has not yet been implemented, but will be implemented in the future, ***with a timeframe for implementation.***
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation, therefore.
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.
- (d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
- (e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.
- (f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of the public agency shall disclose any contents of the report prior to the public release of the final report.

Final Report Summaries

Placer County Public Assistance Does Fraud or Abuse Exist?

Placer County Health and Human Services Department is charged with administering public assistance through various benefit programs which it manages on behalf of the federal, state, and local governments within the county. Although there are a number of benefit programs accessible to Placer County residents, the primary focus of the grand jury's review was to determine if there are any issues of fraud or abuse within the system which would have an impact on the effectiveness, efficiency, or transparency of these various programs. This report will provide a summary of the processes for receiving assistance from the various benefit programs available in Placer County. This report will also identify the difficulties in identifying, preventing, and recovering erroneous or fraudulent distributions.

Securing Our Community A Closer Look at Placer County Sheriff's Staffing Challenges

Placer County Sheriff's Office mission is to "maintain the quality of life we enjoy and to ensure our county is a safe place to live, work and visit." To accomplish this mission, Placer County Sheriff's Office is dedicated to safeguarding individual liberties, preventing crime, building community partnerships through transparency and education. Placer County Sheriff's Office is also responsible for the professional care and custody of those confined within the county's jail system.

The Placer County Grand Jury's primary focus was to investigate law enforcement staffing, determining the factors affecting recruitment, workforce sustainability, and identifying the underlying causes of staff shortages. During the Grand Jury's investigation, it was apparent additional staff, especially sworn peace officers, are needed to perform all the required services provided by this law enforcement agency. It was noted Placer County Sheriff's Office should evaluate the use of incentives to motivate individuals to apply as law enforcement officers and would encourage current staff to remain with the agency.

Human Trafficking in Placer County An Unseen Crime

The Placer County Grand Jury's investigated the effectiveness of local government agencies and their partnership with public services and community organizations in addressing the issue of human trafficking. The grand jury also examined whether existing policies, resources and programs are adequately identifying and supporting victims of trafficking, as well as confirming preventative measures are in place.

This investigation intended to substantiate the attempts being made to increase public awareness and educational steps being taken throughout Placer County since both play a significant role in combating human trafficking. This report's intent is to serve as an informational tool for public awareness, bringing to light the complexity of human trafficking and the harms this criminal enterprise inflicts on its victims.

Placer County Code Enforcement Services Residents Code Enforcement Complaints

The mission of Placer County Code Enforcement Services is to promote and maintain a safe and desirable living and working environment. The purpose of this investigation was to determine whether Code Enforcement conducts its investigations in a timely manner, providing complainants with proper notifications, resolving alleged violations in accordance with the code, and reducing its complaint backlog.

Code Enforcement Services claims it is committed to resolving all complaints as quickly as possible. However, information received during the grand jury's investigation indicated the county had been receiving numerous complaints regarding the lack of response or status regarding open complaints. It was noted there were many open complaints being two to three years old. The grand jury reviewed staffing, organizational structure, procedure and policies and the various reporting responsibilities of the unit in order to ascertain its efficiency and effectiveness.

Although Code Enforcement has closed many long-term open cases since June 2024, the grand jury believes Code Enforcement could improve its performance and public image by providing more information on the status of cases. The current reporting structure wherein Code Enforcement reports to the Planning Services Division may need to be re-assessed so delays in the resolution of complaints are reduced.

Auburn Union School District Tackling Academic and Financial Challenges

The Auburn Union School District has been in a deficit spending cycle for over 20 years, most notably since 2012. During the 2021-2022 school year, the first interim budget report, the district submitted a "Qualified" budget to the state, indicating the district may not be able to meet its financial obligations over the next three years. This financial report initiated a string of required corrective actions requested by the Placer County Office of Education. These actions included an audit from the California Fiscal Crisis and Management Assistance team, the reduction of two active school sites, and the appointment of a new interim superintendent. Additional staffing reductions and school class reconfiguration followed.

During this same time period, there was significant disagreement amongst Board of Trustees in adopting corrective measures to address the financial challenges as well as the overall action plan to address: below 50 percentile student academic performance within the district, and the desire to significantly expand the student

wellness services championed by the California Teachers Association, the Auburn Union Teachers Association and two of the Auburn Union School District Board of Trustees.

In June and July of 2024, the District hired a permanent superintendent and hired a new chief business officer. In the November 2024 election, two community members won seats on the Board of Trustees, which shifted the overall balance and political perspectives of the Board of Trustees as a whole. While issues remain, interviews with Auburn Union School District staff, administration and the Board of Trustees have shown there is a new spirit of collaboration and pride within Auburn Union School District and the Board of Trustees.

The year-ending change in the Auburn Union School District Fund Balance trend is budgeted to run negative annually through the 2026-2027 school year. The next three-year-ending fund balance will continue to meet the State standard of a minimum of 3%.

Although many challenges remain for Auburn Union School District regarding long-term financial viability and resolving the strategy to improve student academic performance and student well-being, the district staff, administration, and the Board of Trustees are poised to address the issues.

Conflict of Interest Code, Form 700, Ethics Training Compliance

Are Cities in Placer County Compliant?

Good governance requires public officials to act in the best interests of their constituents rather than in their own. It is imperative the public trust their elected officials to act in an ethical manner. As a result, California law requires certain elected and appointed local agency officials, known as statutory filers, file a Statement of Economic Interests known as Form 700. California law also requires local public agencies to enact a Conflict of Interest Code. The Conflict of Interest Code requires certain officials, identified as designated filers, file Form 700. California law also requires certain officials complete ethics training.

Placer County Grand Jury investigated the five incorporated cities; Auburn, Colfax, Lincoln, Rocklin, and Roseville, and one incorporated town, Loomis, in Placer County to determine whether those local agencies enacted the necessary components of a Conflict of Interest Code, and whether the officials timely filed Form 700 and timely completed ethics training.

Collecting and compiling the data from local agencies which were investigated proved to be a difficult task for the Placer County Grand Jury. California law regarding Form 700 filings recently changed. In most cities, the city clerk was the filing officer responsible for all Form 700 filers. As of January 1, 2025, the state requires the statutory filers to e-file Form 700 directly with the Fair Political Practices Commission. City clerks now notify the individuals filers via email the

filing date is upcoming, and when necessary, send out additional reminder emails of the upcoming deadlines. The responsibility for filing Form 700 is on the individual mandated by statute or designated by each city in its Conflict of Interest Code. If Form 700 is not filed in a timely manner the Fair Political Practices Commission can impose fines against the statutory filer for noncompliance. The designated filers continue to file with the city clerk. However, Placer County Grand Jury learned most local agencies do not have provisions in their Conflict of Interest Codes to enforce the filing of Form 700 or require ethics training.

Community Schools

Examining Community Schools

Over the past few years, tension has been escalating between schools and parents over a wide range of concerns, including curriculum and school-based services such as physical and mental healthcare. A major source of resident concern has been Placer County's implementation of the community school strategy and associated school-based mental health initiatives.

The Placer County Grand Jury found a notable lack of consistent, public facing communication on how the community schools' model is being implemented across the county through Placer County Office of Education and several county school districts. This created a gap in the public's understanding of community schools, a spread of misinformation, and a lack of trust. While there are positive aspects of the Community School framework, there are areas of concern, particularly about school-based mental health initiatives closely associated with this framework.

The Placer County Office of Education, as lead advocate for community schools, needs to be transparent about community schools, the California Youth Behavioral Health Initiative, and the Multi-payer Fee Schedule. There are concerns about parental rights to make health decisions for their children and the privacy of sensitive health information.

It is imperative local district Board of Education members fully understand the advantages and risks associated with community schools, the California Youth Behavioral Health Initiative and the Multi-payer Fee Schedule.

Foresthill Public Utility District

Transparency and Governance

Can a Newly Elected Board of Directors Recharge Confidence?

Under the governance of an elected Board of Directors and a General Manager, the Foresthill Public Utility District provides water and related services to a community of approximately 2,050 customers. Foresthill Public Utility District is considered an independent special district under the oversight of the Placer County Local Agency Formation Commission and its governance guidelines. In addition to the Foresthill

Public Utility District and its employees, elected Board members are entrusted with financial and governance responsibilities for this public utility district serving the community of Foresthill.

Foresthill Public Utility District is fortunate to have a stable revenue stream with Sugar Pine Reservoir providing a dedicated water supply. Administratively, Foresthill Public Utility District is highly dependent on the General Manager and until recently, the General Manager created the monthly board agenda and served as Board Secretary. With annual operating revenue in excess of \$2.7 million, accounting activities are outsourced (engagement partner out of state) and Foresthill Public Utility District does not have an in-house finance staff member (Finance or Business Manager).

In board meetings attended prior to the election of new board members in November 2024, members of the Placer County Grand Jury observed contentious rather than unified leadership. Challenges for the newly elected Board of Directors include demonstrating behaviors their community can be proud of, performing their duties in a collaborative manner and tackling legacy and strategic issues to provide a foundation beyond the current Board of Directors and Foresthill Public Utility District's leadership team's tenure.

Transient Occupancy Tax Understanding TOT and TBID

Placer County has a program in place to generate revenue through a Transient Occupancy Tax, applicable to short-term rentals in unincorporated Placer County. Transient Occupancy Tax revenue, nearly \$30 million a year for the last three years, can help support a variety of projects and improvements for Placer County, such as parks, trails, infrastructure improvements, workforce housing and transportation. Transient Occupancy Tax funds are an added source of non-property tax revenue for Placer County.

The county also has a program supporting Tourism Business Improvement Districts to fund tourism promotion and activities. Placer County currently has two Tourism Business Improvement Districts in place, both in the North Lake Tahoe region: the North Lake Tahoe Tourism Business Improvement District and the Olympic Valley Alpine Meadows Microtransit District.

The grand jury wanted to learn how these programs work, how revenue is collected, and how dollars are spent in support of the intended purpose of these programs. This report provides information on current processes in place and the benefits provided to the residents and visitors to Placer County.

Placer County Grand Jury 2024-2025 Report Inspections of Jails and Holding Facilities, Community Update on Coroner's and District Attorney's Offices

This report provides an in-depth review of the Placer County Grand Jury's inspections of three county jails and three holding facilities. The Placer County Grand Jury also visited the Placer County Sheriff's Coroner's Office and the Placer County District Attorney's Office for the 2024-2025 term.

As part of its statutory responsibility, the grand jury conducted comprehensive on-site evaluations of each facility to assess their condition, operations, and adherence to state and local standards. The inspections included detailed observations of cleanliness, maintenance, safety protocols, and the overall treatment of detainees. The grand jury found each facility to be clean, well-maintained and compliant with safety protocols and the proper treatment of detainees is actively taking place.

Jails

- Placer County Main Jail in Auburn
- South Placer Adult Correctional Facility in Roseville
- South Placer Minimum Security Facility in Roseville

Holding Facilities

- Historic Auburn Courthouse
- Hon. Howard G. Gibson Courthouse in Roseville
- Burton Creek Tahoe Substation in Tahoe City

Coroner's Office

District Attorney's Office

Placer County Juvenile Detention Facility Annual Inspection 2024-2025

The Placer County Grand Jury inspects the Placer County Juvenile Detention Facility annually. The Placer County Probation Department oversees the operation of the Juvenile Detention Facility. The 2024-2025 inspection was conducted on October 22, 2024, and was facilitated by three high level probation staff.

The grand jury found the Juvenile Detention Facility to be maintained in a professional manner. The staff demonstrated genuine concern for the youths in their charge. The staff was focused on offering educational opportunities, addressing mental health issues, and providing positive reinforcement for good behavior. The grand jury identified a need to recoup the actual cost of housing youths from outside of Placer County. The 2024-2025 report highlights changes from the 2023-2024 Grand Jury Report.

Five-Year Follow-Up to the 2019-2020 Placer County Grand Jury Final Report

Every year the Placer County Grand Jury publishes a final report. The reports provide citizens of the County with an insight into county and city governments, special districts, schools, libraries, the juvenile detention facility, jails, and holding facilities. These reports may offer recommendations to the different entities for possible improvement in their procedures or operations. This year the grand jury looked back five years to the recommendations from the 2019-2020 final report and investigated the updated status of those recommendations.

NOTE: Simple spelling errors by the respondent were corrected for readability quality.

Studying the Responses to the Placer County Grand Jury 2023-2024 Final Report

The primary duty of the Placer County Grand Jury is to investigate the functions of city and county government, school districts, and special districts. Each year the grand jury conducts inspections of the jails, holding facilities, and the juvenile detention center in the county. Additionally, the grand jury investigates different aspects of city and county government. Reports are written on the inspections and investigations conducted during the term with each report listing the grand jury's findings and recommendations. These documents are combined into a final report published each June. The full 2023-2024 Grand Jury report can be found at: <https://www.placer.courts.ca.gov/general-information/grand-jury/grand-jury-reports-resolutions>.

A Response Report is published in the Winter of each term. The report contains the responses from the investigative entities to their respective findings and recommendations. The purpose of this report is to verify that responses to the Placer County Grand Jury 2023-2024 final report are Penal Code section 933.05 compliant.



Conflict of Interest Code, Form 700, Ethics Training Compliance

Are Cities in Placer County Compliant?

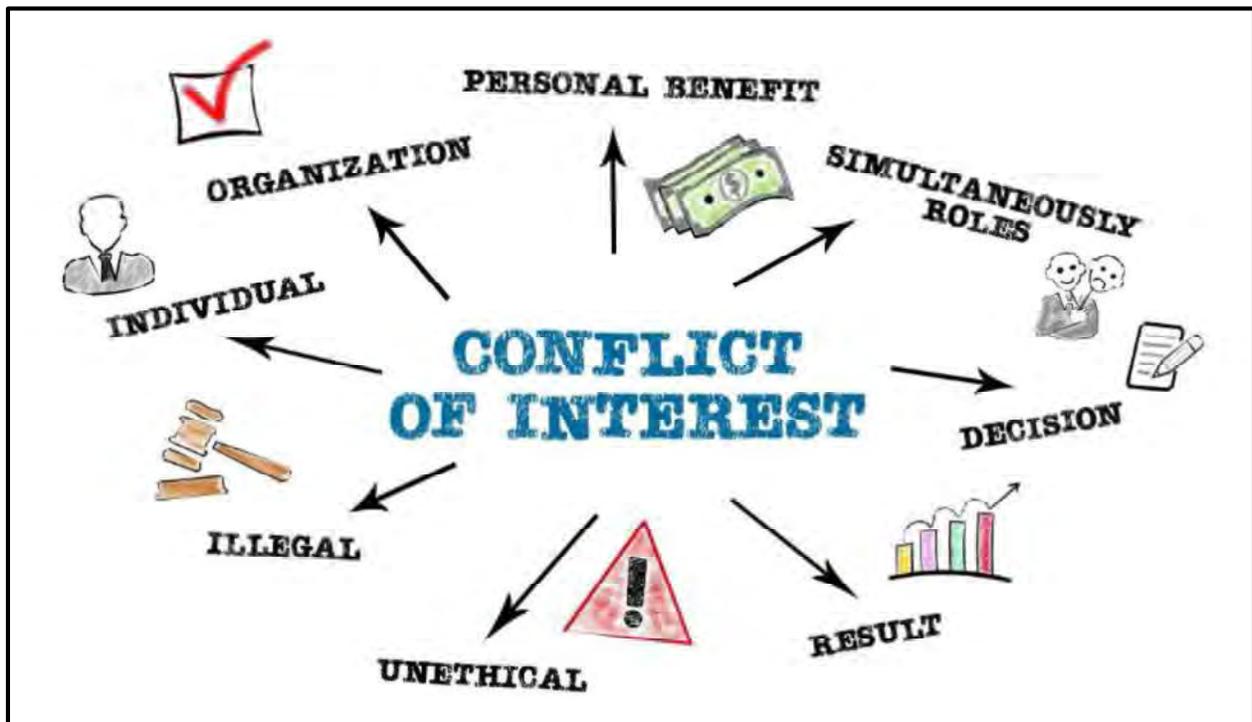


Photo Credit: San Diego State University website

Conflict of Interest Code, Form 700, Ethics Training Compliance Are Cities in Placer County Compliant?

Summary

Good governance requires public officials to act in the best interests of their constituents rather than in their own. It is imperative the public trust their elected officials to act in an ethical manner. As a result, California law requires certain elected and appointed local agency officials, known as statutory filers, file a Statement of Economic Interests known as Form 700. California law also requires local public agencies to enact a Conflict of Interest Code. The Conflict of Interest Code requires certain officials, identified as designated filers, file Form 700. California law also requires certain officials complete ethics training.

Placer County Grand Jury investigated the five incorporated cities; Auburn, Colfax, Lincoln, Rocklin, and Roseville, and one incorporated town, Loomis, in Placer County to determine whether those local agencies enacted the necessary components of a Conflict of Interest Code, and whether the officials timely filed Form 700 and timely completed ethics training.

Collecting and compiling the data from local agencies which were investigated proved to be a difficult task for the Placer County Grand Jury. California law regarding Form 700 filings recently changed. In most cities, the city clerk was the filing officer responsible for all Form 700 filers. As of January 1, 2025, the state requires the statutory filers to e-file Form 700 directly with the Fair Political Practices Commission. City clerks now notify the individuals filers via email the filing date is upcoming, and when necessary, send out additional reminder emails of the upcoming deadlines. The responsibility for filing Form 700 is on the individual mandated by statute or designated by each city in its Conflict of Interest Code. If Form 700 is not filed in a timely manner the Fair Political Practices Commission can impose fines against the statutory filer for noncompliance. The designated filers continue to file with the city clerk. However, Placer County Grand Jury learned most local agencies do not have provisions in their Conflict of Interest Codes to enforce the filing of Form 700 or require ethics training.

Glossary

California Code of Regulations (CCR): Regulations adopted by state agencies pursuant to the Administrative Procedure Act. For purposes of this report, the state agency in question is the Fair Political Practices Commission.

California Government Code (GC): The sections of the GC applicable to this report include powers and duties extended by the State of California to cities and other agencies requiring ethics training for certain public officials (GC §§ 53234 – 53235.2) and prohibition of conflicts of interest by certain public officials (GC §§ 87100 – 91014).

Conflict of Interest Code (COIC): GC section 87300 requires local agencies to adopt a COIC which serves to identify those positions within the agency involving participation of decisions which may have a material effect on the person's financial interests, such as investments, interests in real property, and other sources of income.

Designated Filer: An official designated in a local agency COIC to file Form 700. These include certain employees, consultants, and appointed officials not identified in GC section 87200.

Ethics Training: GC sections 53234 – 53235.2 requires certain local officials receive ethics training for two hours every two years. This training is commonly referred to by its Assembly Bill, AB 1234. New hires, or those newly appointed to a position requiring ethics training, must receive training within one year.

Fair Political Practices Commission (FPPC): Created by the California Political Reform Act to administer and enforce governmental ethics law, as well as inform and assist public officials, employees, and candidates to comply with its provisions.

Form 700: Form 700 is a State of California document, known as a "Statement of Economic Interests", to be completed and filed by elected, appointed, designated employees and other individuals who perform work for the local agency and whose decisions may have a material effect on their financial interests. Form 700 filers are required to file their disclosures 30 days after assuming or leaving a position or office. In addition, there is an annual April 1st deadline for filing.

State of California Political Reform Act of 1974: This Act (GC §§ 87100-91014) and its amendments deal with ethics in state and local government service. Certain elected and appointed officials and employees must disclose their personal financial interests which may be affected by their decisions.

Statutory Filer: A local agency elected, or appointed official identified in GC section 87200 who is required to file Form 700. These include the mayor, city manager, city treasurer, chief administrative officer, city council members, public officials who manage public investments, and members of the planning commission. As of January 1, 2025, statutory filers must file Form 700 directly with the FPPC.

Background

There are three interrelated components which apply to this report. California Government Code (GC) section 87300 requires local agencies to enact a Conflict of Interest Code. Among other provisions, the COIC must designate local officials to file Form 700. Certain officials representing cities are now required by GC sections 87200 and 87500 to e-file their Form 700 directly with the Fair Political Practices Commission (FPPC). Further, GC sections 53235 and 53235.2 mandate local agencies require certain officials receive two hours of ethics training every two years and retain documentation evidencing compliance for a period of five years.

Auburn, Colfax, Lincoln, Rocklin and Roseville are cities. Loomis is an incorporated town. For purposes of compliance with Conflict of Interest Code/Form 700/Ethics Training, Loomis has the same responsibilities as a city and is treated as such. This report will refer to them collectively as “local agencies.”

This report does not include information from other agencies such as the County of Placer, Special Districts, Joint Powers Authorities, or Municipal Advisory Commissions, as it is limited solely to the six local agencies listed above. It also excludes filings submitted by candidates for public office, any analysis of the information contained within the financial disclosures, and any other types of training which local agencies may be required to provide, including but not limited to, harassment prevention, discrimination awareness, environmental compliance, or OSHA safety regulations.

Methodology

Placer County Grand Jury (PCGJ) interviewed at least one representative from each of the six agencies in order to access compliance with Conflict of Interest Code (COIC)/Form 700/Ethics Training. During the interviews, PCGJ requested copies of each agency’s COIC for the past five years and a list of the statutory and designated Form 700 filers, the date the filing was due, and the actual date filed for a period of five years. The person responsible for recordkeeping was also identified. The PCGJ also requested records from the previous five years of those who were required to receive ethics training, the date it was received, and whether the training was timely.

Numerous websites were accessed which included the FPPC, city, town and various applicable California code section websites. Eleven interviews were conducted with the local agencies.

Discussion

This section of the report will begin with a brief discussion of the COIC requirements. The local agencies will be compared as a group because the State of California requirements for COIC apply to all local agencies.

Following the COIC section, this report will address the efforts of each local agency to comply with state-mandated deadlines for Form 700 filings and ethics training.

Conflict of Interest Code (COIC)

Each local agency provided its current COIC, either upon request after an interview, or obtained by PCGJ from its website. GC section 87312 allows the FPPC to assist local agencies in drafting provisions for a COIC. This aid can be accessed via the FPPC website under the “Advice” heading.

The local agency must incorporate by reference the FPPC Model Conflict of Interest Code found in Title 2 CCR section 18730. The local agency’s COIC shall designate those positions which are involved in decision making, which may have a material

effect on personal financial interests. The local agency code shall require those position holders to file Form 700 with the filing officer, usually the local agency clerk. Each local agency must conduct a biennial review every even numbered year to address any changes in circumstances, such as newly created positions. 2024 was the last even-numbered year in which a review should have been conducted. The next statutory review shall take place in 2026.

The COIC for each of the six local agencies is reflected in the table below. Most of the local agencies complied. PCGJ could not locate evidence Colfax conducted a biennial review of its COIC in 2024. None of the local agencies, except for Roseville, mandated AB 1234 ethics training in their respective COIC's.

City Conflict of Interest Reporting Summary						
Does Current Code Include:						
Location	Current Date	Model Code?	Biennial Review?	Designate Form Filers?	Filing Officer?	Ethics Training?
Auburn	2/12/2024	Yes	Yes	Yes	Yes	No
Colfax	8/6/2022*	Yes	Yes	Yes	Yes	No
Lincoln	6/11/2024	Yes	Yes	Yes	Yes	No
Loomis	8/13/2024	Yes	Yes	Yes	Yes	No
Rocklin	10/22/2024	Yes	Yes	Yes	Yes	No
Roseville	1/17/2024	Yes	Yes	Yes	Yes	Yes
* Does not include 2024						

Form 700 and Ethics Training

The next section of this report will address the performance of the local agencies regarding the timeliness of Form 700 filings and ethics training. PCGJ was unable to craft a single table for the six local agencies regarding Form 700 filings or ethics training, as each local agency kept track of who filed and when in their own particular way. PCGJ will provide a table for each of those local agencies, if the information provided was sufficient to create a table. All Form 700 filings (assuming office, annual, and leaving office) are included in the filing year they were made.

**Auburn
Form 700**

Auburn submitted reports combining statutory filers with designated filers for filing years 2020-2024.



Photo Credit:Internet

Auburn Form 700 Filing Summary – All Filers			
Filing Year	Timely	Untimely	Total
4/2/2020 - 4/1/2021	28	3	31
4/2/2021 - 4/1/2022	34	4	38
4/2/2022 - 4/1/2023	38	7	45
4/2/2023 - 4/1/2024	47	3	50
4/2/2024 - 4/1/2025*	25	12	37
*Through 12/18/2024.			

Ethics Training

The ethics training program is currently facilitated by the Director of Human Resources. Auburn offers ethics training online through Vector Solutions, webinars and the FPPC training portal. Human Resources keeps a list of employees who have taken the training and tracks completion of the same through an internally generated spreadsheet. The City Clerk had previously scheduled an ethics training class in early 2024; however, the training was canceled, and no ethics training was scheduled for the remainder of the year.

Auburn produced forty-two certificates showing completion of ethics training for the period 2021 through 2024. Thirty-two of the certificates were from 2022. Since training is required every two years, cancellation of ethics training in 2024 meant Auburn did not comply with GC section 53235(b). PCGJ was unable to craft a meaningful chart showing ethics training by Auburn.

**Colfax
Form 700**

Statutory Filers

Colfax submitted copies of the computer-generated report bearing the FPPC logo for the statutory FPPC filers. The timeliness of the filings is listed in the table below.



Photo Credit: Internet

Designated Filers

Colfax did not produce a printout for those designated to file Form 700 like the FPPC printout for statutory filers. The list produced shows a total of twenty-three designated filings from 2020 through 2024. The list is not broken down on an annual basis. There is no deadline for filings on the list. Therefore, PCGJ is unable to determine whether those who assumed office and those who left office filed on time. Most of the annual filings appear to be on time. PCGJ cannot accurately assess the overall performance of those designated to be filed by the Colfax COIC.

Colfax Form 700 Filing Summary – All Filers			
Filing Year	Timely	Untimely	Total
Statutory Filers			
4/2/2020 – 4/1/2021	8	1	9
4/2/2021 – 4/1/2022	8	0	8
4/2/2022 – 4/1/2023	13	2	15
4/2/2023 – 4/1/2024	12	2	14
4/2/2024 – 4/1/2025*	4	1	5
Designated Filers			
4/2/2020 – 1/29/2025	Insufficient Information		

*Through 1/29/2025.

Ethics Training

The list provided by Colfax was similar to the list for the designated Form 700 filers. The list was not an annual report. There were no deadlines listed so it could not be determined whether the training was timely.

Colfax provided seventeen Certificates of Completion from nine different individuals who took ethics training from 2019 through 2024. Three individuals started ethics training but did not finish the two-hour course, and therefore did not receive certificates of completion. One official submitted an acknowledgement of training to Colfax showing two hours of training was received. Colfax contacted the vendor and was told the official did not complete the required two hours of training. Currently, one person is overdue for ethics training. Two other officials had five-year gaps between training sessions. Without any records showing date of hire or the deadline for receiving training, PCGJ could not create a table which would accurately assess overall timeliness for those receiving ethics training on an annual basis.

**Lincoln
Form 700**

Statutory Filers

The City of Lincoln produced statutory Form 700 filings for filing years 2019-2023. The FPPC filings provided by Lincoln show a total of thirty-two filings for nine different filers. All thirty-two were timely.



Photo Credit: Internet

Designated Filers

The 2022 conflict of interest code listed forty-eight designated position holders to file Form 700 with the city clerk. The 2024 review determined no changes were needed. Some positions have multiple personnel, such as multi-member commissions, so the actual number of individuals may be higher.

Lincoln did produce a document entitled “Annual Statement of Economic Interest Form 700 2022 Distribution Log”. The document refers to a distribution date of March 2, 2022. The document identifies twenty-eight designated filers. There were no entries for when, if ever, Form 700’s were filed with the city clerk.

Lincoln Form 700 Filing Summary – All Filers			
Filing Year	Timely	Untimely	Total
Statutory Filers			
4/2/2019 - 4/1/2024	32	0	32
Designated Filers	Timely	Untimely	Total
Prior to 3/2/2022	Data Unavailable		
3/3/2022 - 2/28/2025	Data Unavailable		

Ethics Training

As part of its “Personnel Rules and Regulations” (PR&R) (dated October 25, 2022), Section 23 addresses “Conflicts of Interest”. The purpose of the policy is to “establish guidelines for ethical standards of conduct which shall govern City employees in the performance of City business and the duties of their respective jobs” (Section 23.1). AB 1234 mandates certain local agency officials receive ethics training for two hours every two years, but there is no indication the Lincoln Personnel Rules and Regulations contain AB 1234 training requirements.

The current COIC designates approximately fifty-four positions to file Form 700. Lincoln believes a designated Form 700 filer does not need to receive ethics training.

Lincoln issues an Advisory Body Handbook (February 2021) to all advisory body members, which consists of non-employee appointed positions. Lincoln has determined “most of the city advisory bodies are solely advisory”, and appointees need not file a Form 700. The Lincoln Planning Commission has “limited decision-making authority”, and Lincoln concludes only members of the Planning Commission must file Form 700. Lincoln does require Planning Commission members receive state mandated AB 1234 ethics training.

While the Advisory Body Handbook states certain advisory bodies are solely advisory and need not file Form 700, GC section 53234(a) defines “legislative body” to have the same meaning as defined in GC section 54952. GC section 54952(b) provides “legislative body” includes “commission, committee, board, or other body of a local agency, “whether...decision making or advisory”. In addition to the Planning Commission, the Lincoln website lists five other boards, commissions, or committees.

The PCGJ requested AB 1234 ethics training documents for the past five years. Lincoln submitted an undated AB 1234 Ethics Training log for Mayor, Mayor Pro Tem, Councilmembers, and Treasurer. Six officials are listed. One official is current for ethics training and the other five are overdue.

Lincoln submitted another document showing ethics training from 2020 to 2024. For the 2024 filing year, three city council members received ethics training. No other elected or appointed positions are documented to have received ethics training. No ethics training was shown to have been received in 2020-2024, although the document referred to in the paragraph above shows one certification in 2020 and one in 2022.

Loomis Form 700

Statutory Filers

Loomis produced a document listing officials who filed Form 700 with the FPPC. It clearly states the name of the individual, the position held, the type of filing, the due date, and filed date. From this information, PCGJ was able to prepare a table showing the performance of Loomis.



Photo Credit: Internet

Designated Filers

Loomis produced a list of those who are designated to file Form 700 during the 2022-2023 filing year. Ten individuals were listed. The other four did not contain a due date or filing date. PCGJ cannot create a table on a yearly basis for designated Form 700 filers.

Loomis Form 700 Filing Summary - All Filers			
Filing Year	Timely	Untimely	Total
Statutory Filers			
4/2/2020 - 4/1/2021	15	0	15
4/2/2021 - 4/1/2022	14	1	15
4/2/2022 - 4/1/2023	13	1	14
4/2/2023 - 4/1/2024	17	6	23
Designated Filers			
4/2/2020 - 4/1/2025	Insufficient Information		

Ethics Training

Loomis approved a Statement of Ethical Principles Applicable to Local Government on March 13, 1990. The Town of Loomis Employee Handbook (updated July 25, 2017) contains a provision advising all employees are to avoid financial interests which could put them in conflict with the interests of Loomis.

Loomis submitted thirty-nine certificates of completion of AB 1234 ethics training between 2020 and February 14, 2025. Loomis supplied a list of nineteen current personnel who have been designated to receive AB 1234 ethics training going back to 2022. Seventeen personnel received the training within the one-year time frame after assuming duties or within the ongoing two-year requirement. Two individuals did not receive the training within the time frame established by the state. The information was not provided on an annual basis so PCGJ could not create a table showing annual performance.

Rocklin Form 700

The Form 700 documents produced by Rocklin combined statutory and designated filers. For the 2021 to 2025 period, roughly 21% of the individuals required to file did not file timely, either when assuming office, submitting their annual filing, or when leaving office. The clerk’s office is responsible for Form 700 filings.



Photo Credit: Internet

Rocklin Form 700 Filing Summary - All Filers			
Filing Year	Timely	Untimely	Total
4/2/2021 - 4/1/2022	83	16	99
4/2/2022 - 4/1/2023	108	39	147
4/2/2023 - 4/1/2024	113	33	146
4/2/2024 - 4/1/2025*	63	11	74
*Through 2/7/2025			

Ethics Training

Administrative Services/Human Resources is responsible for ethics training in Rocklin. Revised Personnel Rules were adopted by Rocklin City Council Resolution No. 2024-024 on January 23, 2024. Section 206 refers to a “Code of Ethics and Conflict of Interest” policy. This section applies to all employees of Rocklin. Elected officials are not considered employees (Section 122). Rocklin identified individuals it required to take ethics training going back to 2021. All Form 700 designated filers are required to take ethics training.

In 2021, forty-nine designated personnel received ethics training at various times. It is unknown whether the training was received within the two-year time frame, because the records reviewed only go back to 2021.

In 2022, sixteen designated personnel received ethics training at various times. PCGJ was unable to determine whether the training occurred within two years because there were no records prior to 2021.

In 2023, twelve designated personnel received ethics training at various times: two were timely and two were late. PCGJ could not determine whether the remaining eight had received timely training by the one-year deadline. If new hires received ethics training within one year of assuming service, the training was timely.

In 2024, forty-nine designated officials received ethics training, but none of the training received by the individuals listed was within the two-year time frame. For the fifteen additional officials who received training for the first time, the PCGJ could not identify whether the training was timely or untimely.

In 2025 (as of February 14), two officials received on-time training, while four were late. PCGJ could not tell whether the training was timely for three officials, because the initial date of service was not shown on the document.

The number of different officials on the list total ninety-one. Sixty-one officials did not receive timely ethics training.

Rocklin submitted a total of 151 certificates of completion of ethics training from 2021 to February 14, 2025, for all individuals who completed ethics training.

Roseville Form 700

Roseville produced Form 700 filing records going back to the 2020 filing year. The earliest year contained many untimely filings. As shown in the table below, Roseville has gained and maintained control of its Form 700 filers to ensure timely filings.



Photo Credit: Internet

Roseville Form 700 Filing Summary – All Annual Filers			
Filing Year	Timely	Untimely	Total
4/2/2020 - 4/1/2021	244	37	281
4/2/2021 - 4/1/2022	304	1	305
4/2/2022 - 4/1/2023	329	2	331
4/2/2023 - 4/1/2024	376	6	382

Ethics Training

Roseville provided a document of ethics training from 2021 through 2024. A total of 611 officials received AB 1234 ethics training. Out of the 611 officials, 101 did not receive training within the one-year or two-year time frame. Of concern, 70 of those 101 officials who were noted for untimely training occurred during the 2024 calendar year. Also, one individual was 1,354 days late, while another was 1,196 days late. Several were late up to two years.

Roseville was the only local entity to expressly require ethics training in its COIC. Their COIC provides in pertinent part “failure to comply may result in disciplinary action.” Given the foregoing compliance concerns, it is unclear whether or not this provision is, either in its form or implementation, sufficient to ensure compliance.

Conclusion

Each of the local agencies adopted a Conflict of Interest Code as required by the State of California. The local agencies designate Form 700 filers as part of their Conflict of Interest Code. They also offer ethics training. Many officials do not file Form 700 or receive ethics training by the deadline. One problem is poor record keeping. The Placer County Grand Jury found it was difficult to identify the number of people required to file Form 700 or receive ethics training and whether there was compliance with the applicable deadline.

The Fair Political Practices Commission has a database which identifies the necessary information to track filings by the statutory filers. The local agencies should create similar tracking programs for designated filers as well as those required to receive ethics training. The Form 700 document should be based on the Fair Political Practices Commission filing year (for example, April 2, 2024 – April 1, 2025). The document should list: the name of the official, the position, the date of hire or the date assuming the position, the date leaving the position, the deadline for filing, the date Form 700 was filed, and whether the filing was timely.

For ethics training, the document should be based on the calendar year. The information should include: the name of the official, the date of hire or date of initial service, the one-year deadline following the date of hire or date of initial service, the two-year ongoing deadline date, the date ethics training was received, and whether the training was timely. The Government Code requires the training certifications be maintained for a period of five years.

The local agencies should include a compliance requirement in their respective Conflict of Interest Codes. While statutory filers are subject to fines levied by the Fair Political Practices Commission, the designated filers and those required to receive ethics training are not regulated by Fair Political Practices Commission. Placer County Grand Jury suggests the local agencies follow Roseville’s lead and include in their Conflict of Interest Codes enforcement authority over untimely Form 700 filings and ethics training. Roseville’s enforcement authority should be more specific.

Findings

The grand jury found:

Conflict of Interest Code

- F1.** Auburn, Lincoln, Loomis, Rocklin, and Roseville reviewed, amended, and/or adopted conflict of interest codes in 2024, in compliance with Government Code 87306 and 87306.5.
- F2.** Since Colfax did not provide a resolution showing its Conflict of Interest Code was reviewed in 2024, the Placer County Grand Jury was unable to determine whether Colfax conducted a biennial review of its Conflict of Interest Code in 2024.
- F3.** Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville have incorporated the State of California Model Code into their conflict of interest codes, bringing them into compliance with State law.
- F4.** Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville designate Form 700 filers in their conflict of interest codes, ensuring compliance with State law.
- F5.** Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville identify the city clerk as the filing officer for Form 700 filers.
- F6.** Roseville includes Assembly Bill 1234 Ethics Training in its Conflict of Interest Code.
- F7.** Roseville assigns responsibility to the city clerk for Assembly Bill 1234 Ethics Training.
- F8.** Auburn, Colfax, Lincoln, Loomis, and Rocklin do not include Assembly Bill 1234 Ethics Training requirements in their conflict of interest codes.
- F9.** Roseville does address enforcement authority in its Conflict of Interest Code, which states there may be consequences if a designated individual fails to timely file Form 700 or complete Assembly Bill 1234 Ethics Training.
- F10.** Auburn, Colfax, Lincoln, Loomis, and Rocklin do not include enforcement authority in their conflict of interest codes, leaving no defined consequences

if a designated individual fails to timely file Form 700 or complete Assembly Bill 1234 Ethics Training.

Form 700

- F11.** Across all local agencies, most of the individuals who did not timely file Form 700 were designated filers.
- F12.** For Colfax, Lincoln and Loomis, incomplete information in recordkeeping for designated Form 700 filers prevented the grand jury from accurately assessing the timeliness of the filings.
- F13.** As a general matter, insufficient oversight by the local agencies has contributed to untimely Form 700 filings for designated filers.

Ethics Training

- F14.** Auburn and Rocklin currently place responsibility for Assembly Bill 1234 Ethics Training on their Human Resource/Administrative Services staff.
- F15.** Across all local agencies, insufficient oversight resulted in many individuals not receiving ethics training by the deadline set by State law.
- F16.** Across all local agencies, overreliance on the individual to schedule and receive ethics training resulted in untimely training.
- F17.** All local agencies' recordkeeping was difficult to review and often failed to contain necessary information.
- F18.** A lack of enforcement authority within all local agencies led to failures to receive timely ethics training.

Recommendations

The grand jury recommends:

- R1.** Auburn, Colfax, Lincoln, Loomis, and Rocklin review, amend, and/or adopt their conflict of interest code to specify those positions who shall receive Assembly Bill 1234 Ethics Training pursuant to Government Code section 53234-53235.2 by October 1, 2025.
- R2.** Auburn, Colfax, Lincoln, Loomis, and Rocklin review, amend, and/or adopt their conflict of interest code to specify the city clerk is the responsible official to administer the Assembly Bill 1234 Ethics Training program, and function as the recordkeeper for ethics training records by October 1, 2025.
- R3.** Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville should specify in their conflict of interest code actionable enforcement authority against individuals who fail to timely file Form 700 and/or fail to timely receive Assembly Bill 1234 Ethics Training by October 1, 2025.

- R4.** Colfax, Lincoln, Loomis, and Roseville should create and maintain an annual database for all designated Form 700 filers in alignment with the FPPC filing year by December 31, 2025. The Placer County Grand Jury recommends the database include: the name of each Form 700 filer, the date of hire or initial service, the type of filing (assuming, annual, leaving), the deadline for filing, the date the form was filed, and whether the filing was timely.
- R5.** Auburn, Colfax, Lincoln, Loomis, and Rocklin should create and maintain a database of all individuals required to receive Assembly Bill 1234 Ethics Training by December 31, 2025. The Placer County Grand Jury recommends the database include: the name of each individual required to receive ethics training, the date of hire or the date the position was assumed which required ethics training, the deadline for receiving ethics training (one year/two years), the date ethics training was received, and whether ethics training was timely. The training records should be maintained for five years.
- R6.** Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville should create a plan to increase oversight with a goal to achieve 100% timely Form 700 filings and ethics training, by November 1, 2025.

Required Responses

Pursuant to Penal Code § 933.05, the Placer County Grand Jury requires a response from the following governing bodies:

<u>Responding Entity</u>	<u>Findings Requiring Response</u>	<u>Recommendations Requiring Response</u>	<u>Due Date</u>
Sandy Amara, Mayor Auburn City Council Auburn City Hall 1225 Lincoln Way Auburn, CA 95603	F8, F10, F17, F18	R1, R2, R3, R5, R6	September 1, 2025
Sean Lomen, Mayor Colfax City Council P.O. Box 702 Colfax, CA 95713	F2, F8, F10, F12, F17, F18	R1, R2, R3, R4, R5, R6	September 1, 2025
Holly Andreatta, Mayor Lincoln City Council 600 6 th Street Lincoln, CA 95648	F8, F10, F12, F17, F18	R1, R2, R3, R4, R5, R6	September 1, 2025
David Ring, Mayor Loomis City Council P.O. Box 1330 Loomis, CA 95650	F8, F10, F12, F17, F18	R1, R2, R3, R4, R5, R6	September 1, 2025

Jill Gayaldo, Mayor
Rocklin City Council
3970 Rocklin Road
Rocklin, CA 95677

F8, F10, F17, R1, R2, R3, R5, R6
F18

September 1, 2025

Krista Bernasconi, Mayor
Roseville City Council
311 Vernon Street
Roseville, CA 95678

F17, F18 R3, R4, R6

September 1, 2025

Copies sent to:

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Ron Walker
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Colfax, CA 95713

Sean Scully
City Manager
City of Lincoln
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Wes Heathcock
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Bibliography

1. California Government Code, Title 9, Political Reform, Chapter 7, Conflicts of Interest, Article 1, General Prohibition, Article 2, Disclosure, Article 3, Conflict of Interest Codes, Article 4, Disqualification of Former Officers and Employees, Article 5, Filing. (Sections 87100-87505).
2. California Government Code, Title 5, Local Agencies, Division 2, Cities, Counties, and Other Agencies, Part 1, Powers and Duties Common to Cities, Counties, and Other Agencies, Chapter 2, Officers and Employees, Article 2.4, Ethics Training (Sections 53234 – 53235.2; 54952.
3. Title 2, California Code of Regulations, section 18730, Provisions of Conflict of Interest Codes.
4. 2024/2025 Form 700 Statement of Economic Interests Reference Packet.
5. California Fair Political Practices Commission, 1102 Q Street, Suite 3050, Sacramento, CA 95811, Toll-free advice line: (866) ASK-FPPC; (866) 275-3772; Telephone: (916) 322-5660 Email advice: advice@fppc.ca.gov; Website: www.fppc.ca.gov.
6. FPPC Documents from Website:
 - a. 2025 Statement of Economic Interests (SEI) – Form 700 Filing Officer Informational Fact Sheet Cities and Counties. E-filing: Form700@fppc.ca.gov. Advice E-mail: advice@fppc.ca.gov, FPPC Toll-Free Helpline: (866) 275-3772
 - b. Form 700 Electronic Filing for an Agency's Internal Filers.
 - c. 2024 Conflict of Interest Code Biennial Notice Instructions for Local Agencies.
 - d. Local Government Agencies-Adopting & Amending Conflict of Interest Codes.
 - e. Conflict of Interest Codes for State & Local Agencies.



December 10, 2025

The Honorable Alan V. Pineschi
 Presiding Judge of the Superior Court
 County of Placer
 P.O. Box 619072
 Roseville, CA 95661

Bob Peterson, Foreperson
 Placer County Grand Jury
 11532 B Avenue
 Auburn, CA 95603

RE: Response to “Placer County Grand Jury Final Report, 2024-2025” Released June 30, 2025

Dear Judge Pineschi and Foreperson Peterson:

The City of Colfax has carefully reviewed and considered the “Placer County Grand Jury Final Report, 2024-2025,” released June 30, 2025, specifically the section entitled, “Conflict of Interest Code, Form 700, Ethics Training Compliance, Are Cities in Placer County Compliant?” (the “Compliance Report”). The Compliance Report requests the City’s response to Findings 2, 8, 10, 12, 17, and 18 and Recommendations 1, 2, 3, 4, 5, and 6 beginning on Page 129 of the Compliance Report. Accordingly, the City provides the following responses pursuant to California Penal Code section 933.05, subdivisions (a) and (b):

F2: Since Colfax did not provide a resolution showing its Conflict of Interest Code was reviewed in 2024, the Placer County Grand Jury was unable to determine whether Colfax conducted a biennial review of its Conflict of Interest Code in 2024.

The City agrees with this finding. The City Council conducted its biannual review on June 12, 2024 in accordance with Government Code section 87306.5, but did not readopt its conflicts of interest code by resolution as there were no changes to the code.

F8: Auburn, Colfax, Lincoln, Loomis, and Rocklin do not include Assembly Bill 1234 Ethics Training requirements in their conflict of interest codes.

The City agrees with this finding. Government Code section 87302, which specifies the required contents of the City’s conflicts of interest code, does not require the City’s code to address AB 1234 training. The City is currently evaluating whether to update the code to include reference to AB 1234 training.

F10: Auburn, Colfax, Lincoln, Loomis and Rocklin do not include enforcement authority in their conflict of interest codes, leaving no defined consequences if a designated individual fails to timely file Form 700 or complete Assembly Bill 1234 Ethics Training.

The City agrees with this finding. Government Code section 87302, which specifies the required contents of the City’s conflicts of interest code, does not require the City’s code to include a local enforcement process. Form 700 filing and AB 1234 training are obligations of certain elected and appointed officials, not obligations of the City. (Gov.

Code, §§ 87203 [Form 700], 53235.1 [AB 1234 training].) The City is currently evaluating whether to update its code to include enforcement authority for failure to timely file a Form 700 or complete AB 1234 training.

F12: For Colfax, Lincoln, and Loomis, incomplete information in recordkeeping for designated Form 700 filers prevented the grand jury from accurately assessing the timeliness of the filings.

The City agrees with this finding. The City collects and maintains Form 700s for designated filers, but it does not track the date the filing as received. The City is currently evaluating whether and how to update its recordkeeping to track the receipt of Form 700s from designated filers.

F17: All Local agencies' recordkeeping was difficult to review and often failed to contain necessary information.

The City disagrees with this finding in part. The City recognizes the importance of accurate and accessible record keeping. The finding that the City's recordkeeping was "difficult to review and often failed to contain necessary information" is subjective and vague. Without more information about what information was missing, the City cannot respond to this finding.

F18: A lack of enforcement authority within all local agencies led to failures to receive timely ethics training.

The City disagrees with this finding in part. It assumes causation that is not supported by the Grand Jury Report. The City is not required to impose penalties for failure to complete ethics training, and may not have authority to do so. As the Grand Jury Report notes, the Fair Political Practices Commission has authority to impose fines for failure to complete training.

The City has consistently used reminders and administrative procedures to remind code filers and designated employees of the requirement to take AB 1234 ethics training and an overwhelming majority of them have met this requirement. While enforcement authority may support compliance for some, it may not support compliance for others.

R1: Auburn, Colfax, Lincoln, Loomis and Rocklin renew, amend, and/or adopt their conflict of interest code to specify those positions who shall receive AB 1234 Ethics Training pursuant to Government Code section 53234–53235.2 by October 1, 2025.

This recommendation has not yet be implemented by the City, but will be implemented in the future, by July 1, 2026.

R2: Auburn, Colfax, Lincoln, Loomis, and Rocklin Review, amend, and/or adopt their conflict of interest code to specify the city clerk is the responsible official to administer the Assembly Bill

1234 Ethics Training program, and function as the recordkeeper for ethics training records by October 1, 2025.

This recommendation will not be implemented by the City because it is not warranted or is not reasonable. The City's Administrative Services Author tracks AB 1234 compliance and provides responsible officials with training resources.

R3: Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville should specify in their conflicts of interest code actionable enforcement authority against individuals who fail to timely file Form 700 and/or fail to timely receive Assembly Bill 1234 Ethics Training by October 1, 2025.

This recommendation requires further analysis by the City. The City will evaluate this proposal and staff will make a recommendation to the City Council regarding options for enforcement by July 1, 2026, the deadline for the City's biennial review of its conflicts of interest code.

R4: Colfax, Lincoln, Loomis, and Rocklin should create and maintain an annual database for all designated Form 700 filers in alignment with the FPPC filing year by December 31, 2025. The Placer County Grand Jury recommends the database include: the name of each Form 700 filer, the date of hire or initial service, the type of filing (assuming, annual, leaving), the deadline for filing, the date the form was filed, and whether the filing was timely.

This recommendation has not yet been implemented, but will be implemented in the future, by July 1, 2026, the deadline for the City's biennial review of its conflicts of interest code.

R5: Auburn, Colfax, Lincoln, Loomis, and Rocklin should create and maintain a database of all individuals required to receive Assembly Bill 1234 Ethics Training by December 31, 2025. The Placer County Grand Jury recommends the database include: the name of each individual required to receive ethics training, the date of hire or the date the position was assumed which required ethics training, the deadline for receiving ethics training (one year/two years), the date ethics training was received, and whether ethics training was timely. The training records should be maintained for five years.

This recommendation has been implemented by the City. The City currently maintains tracking systems for AB 1234 training across applicable categories (Council, commissioners, volunteers, and designated positions). The City will continue to explore ways to enhance and consolidate tracking into a comprehensive database with the fields recommended by the Grand Jury and ensure retention of records for at least five years.

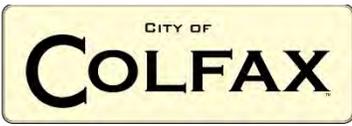
R6: Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville should create a plan to increase oversight with a goal to achieve 100% timely Form 700 filings and ethics training, by November 1, 2025.

This recommendation has not yet been implemented by the City, but will be implemented in the future, by July 1, 2026, the deadline for the City's biennial review of its conflicts of interest code.

The City of Colfax welcomes and appreciates the Grand Jury's interest in the City's operations, as well as the opportunity to respond to the findings and recommendations above.

Sincerely,

Sean Lomen, Mayor
City of Colfax



Staff Report to City Council

FOR THE DECEMBER 10, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Rotation of City Council Officers: Mayor and Mayor Pro Tem

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: By Separate motions, select a Mayor and Mayor Pro Tem.

Summary/Background

The Colfax City Council elects its Mayor and Mayor Pro Tem during the first City Council meeting in December.

Government Code section 36801 provides “The City Council shall meet at the meeting at which the declaration of election results for a general municipal election is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the election results and the installation of elected officials, choose one of its number as Mayor and one of its number as Mayor Pro Tem.” Section 36801 requires selection of a Mayor and Mayor Pro Tem, but it does not dictate how the Mayor and Mayor Pro Tem are selected.

On November 13, 2019, the Council adopted Resolution 49-2019 approving the following policy regarding the selection of Mayor and Mayor Pro Tem:

The Council’s general policy is that every member should have the opportunity to rotate into and serve as Mayor Pro Tem and Mayor for succeeding one-year terms in each position. The Council reserves discretion to vary from this policy and the procedures it establishes.

1. The Council will choose one of its members as Mayor and one of its members as Mayor Pro Tem as follows:
 - A. At the first regular Council meeting in December of each year during which there is no general election, the Council shall, by majority vote of a quorum present and voting, select its Mayor and Mayor Pro Tem for the ensuing calendar year.
 - B. In years during which there is an election of members of the Council, the selection shall be made following the declaration of the election results and installation of the members elected. That selection will be made at the first regular Council meeting in December provided, however, that if for any reason the declaration of election results is delayed beyond the first meeting in December, then the selection of Mayor and Mayor Pro Tem shall be made at the meeting at which the declaration of election results is made, and after the declaration and installation of the members elected.
2. This is the process the Council will follow each time a Mayor and Mayor Pro Tem is selected:
 - A. The Mayor Pro Tem shall be seated as Mayor.
 - B. The Council shall by majority vote of a quorum present and voting will select one of its members to serve as Mayor Pro Tem.

- C. Council members who have served as Mayor Pro Tem or Mayor since their most recent election or appointment to the Council shall serve as Mayor Pro Tem after Council Members who have not served in either position
- D. The public shall be invited to comment on the selection of Mayor and Mayor Pro Tem before a vote of the Council on either office is taken.

If the Council follows this policy, then Mayor Pro Tem Lomen will assume the role of Mayor and another member of the City Council will be seated as Mayor Pro Tem. The policy preserves the Council's discretion to vary from the established rotation.

There is no legally defined process by which Council members are nominated for the office of Mayor or Mayor Pro Tem. Robert's Rules of Order does not require nominations to be seconded, but Colfax has never formally adopted Robert's Rules as its parliamentary procedure. The custom in Colfax is for nominations to be made and seconded. Once all nominations are made, those for which a second has also been made are voted on. The first nominee to receive the required number of votes is then seated.

The Council policy requires a majority vote of a quorum present and voting to select its Mayor and Mayor Pro Tem. If four or five Council members are present and voting, three affirmative votes are required to make the selection. If three Council members are present and voting, two affirmative votes are required to make the selection.

Selection of Mayor and Mayor Pro Tem is uniquely a function of the Council. The Council establishes City Policy which staff is bound to implement. It is not appropriate for staff to become involved in the Council's selection of its officers except to provide factual information for Council's consideration.

Attachments:

1. Resolution 49-2019

City of Colfax

City Council

Resolution № 49-2019

APPROVING ADOPTING A POLICY FOR ANNUAL SELECTION OF MAYOR AND MAYOR PRO TEM

WHEREAS, The ceremonial nature of the first Colfax City Council meeting in December usually involves rotating the Mayor and Mayor Pro Tem chairs; and

WHEREAS, Government Code §36801 dictates what must be done in that a Mayor and Mayor Pro Tem must be selected but it does not dictate how the Mayor and Mayor Pro Tem are selected; and

WHEREAS, the Colfax City Council requested the Mayor and Mayor Pro Tem selection policy update; and

WHEREAS, staff provided an updated policy at the September 25th and received policy modifications reflected in the attached Mayor and Mayor Pro Tem Selection Policy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax that the attached to this Resolution reflects the City Colfax Council policy changes request and are hereby approved and adopted by the City Council.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th day of November 2019, by the following vote of the Council:

AYES: Fatula, Douglass, Burruss, Lomen

NOES:

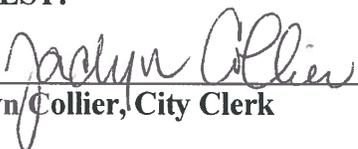
ABSTAIN:

ABSENT: Mendoza



Joe Fatula, Mayor

ATTEST:



Jaclyn Collier, City Clerk

The Council's general policy is that every member should have the opportunity to rotate into and serve as Mayor Pro Tem and Mayor for succeeding one-year terms in each position. The Council reserves discretion to vary from this policy and the procedures it establishes.

The Council will choose one of its members as Mayor and one of its members as Mayor Pro Tem as follows:

A. At the first regular Council meeting in December of each year during which there is no general election, the Council shall, by majority vote of a quorum present and voting, select its Mayor and Mayor Pro Tem for the ensuing calendar year.

B. In years during which there is an election of members of the Council, the selection shall be made following the declaration of the election results and installation of the members elected. That selection will be made at the first regular Council meeting in December provided, however, that if for any reason the declaration of election results is delayed beyond the first meeting in December, then the selection of Mayor and Mayor Pro Tem shall be made at the meeting at which the declaration of election results is made, and after the declaration and installation of the members elected.

This is the process the Council will follow ~~and the factors it will consider~~ each time a Mayor and Mayor Pro Tem is selected:

A. The Mayor Pro Tem shall be seated as Mayor.

B. ~~The Council Member with the longest tenure on the Council since his/her most recent election or his/her appointment, excluding the outgoing Mayor, shall be seated as Mayor Pro Tem. The outgoing Mayor shall be fourth in line for selection shall by majority vote of a quorum present and voting select one of its members to serve as Mayor Pro Tem.~~

~~C. — If multiple Council members have equal tenure, the selection of Mayor Pro Tem shall be based upon the number of votes each such Council member received at his/her most recent election, in descending order. In this case, appointees shall be deemed to have the lowest number of votes.~~

~~D.~~ Council members who have served as Mayor Pro Tem or Mayor since their most recent election or appointment to the Council shall serve as Mayor Pro Tem after Council Members who have not served in either position.

~~D. — The public shall be invited to comment on the selection of Mayor and Mayor Pro Tem before a vote of the Council on either office is taken.~~