

# City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

## REGULAR MEETING AGENDA

**August 14, 2024**  
**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](mailto: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.

**1** **CLOSED SESSION (None)**

**2** **OPEN SESSION**

**2A. Call Open Session to Order**

**2B. Pledge of Allegiance**

**2C. Roll Call**

**2D. 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.

**2E. Statement of Conflict of Interest**

**3** **CONSENT CALENDAR**

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

**Recommended Action:** Approve Consent Calendar

**3A. Minutes**

**Recommended Action:** By Motion, approve the Colfax City Council minutes of 7/24/2024.

*Pages 4-7*



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

**August 14, 2024**

**3B. Minutes**

Page 8

**Recommended Action:** By Motion, approve the Colfax City Council minutes of 7/26/2024.

**3C. Quarterly Investment Report – Quarter ended June 30, 2024**

Pages 9-17

**Recommended Action:** Accept and File

**3D. Agreement with Eide Bailly to provide Finance Consulting Services for Year-End Audit Preparation**

Pages 18-24

**Recommended Action:** Adopt Resolution \_\_-2024 authorizing the City Manager to execute an agreement with Eide Bailly to provide Finance Consulting Services for Year-End Audit Preparation

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

**4 AGENCY REPORTS**

**4A. Placer County Sheriff's Office**

**4B. California Highway Patrol**

**4C. Placer County Fire Department/CALFIRE**

**4D. Non-Profits**

**5 PRESENTATION (None)**

**6 PUBLIC HEARING (NONE)**

**7 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.*

**8 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.*

**8A. Committee Reports and Colfax Informational Items – All Councilmembers**

**8B. City Operations Update – City Manager**

**9 COUNCIL BUSINESS**

**9A. Agreement with Colantuono, Highsmith, & Whatley, PC – City Attorney Services**

Pages 25-37

**Recommended Action:** Adopt Resolution \_\_-2024 authorizing the City Manager to execute an agreement with Colantuono, Highsmith, & Whatley, PC to provide City Attorney services

**9B. Donation – Colfax High School, Marson Stadium Sound System Upgrade**

Pages 38-39

**Recommended Action:** Adopt Resolution \_\_-2024 discuss and direct the City Manager to donate from \$0 to \$3,000 to the Colfax High School, Marson Stadium Sound System updating project



## 10 **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.*

### 10A. **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.*

## 11 **ADJOURNMENT**

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



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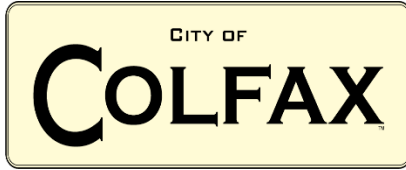
Amanda Ahre, City Clerk

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

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





# City Council Minutes

Regular Meeting of Colfax City Council

Wednesday, July 24, 2024

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

At the start of the regular meeting, which was the earliest opportunity possible, Councilmember Burruss notified the City of her need to participate remotely for just cause because she was ill. Councilmember Burruss disclosed before any action was taken on her request that her husband, who is an individual over the age of 18 years, would be in and out of the room from which Councilmember Burruss would participate in the meeting. The remaining four members of the City Council, all of whom were present at City Hall for the meeting, consented to Councilmember Burruss's remote participation in the meeting. Councilmember Burruss then participated in the meeting through both audio and visual technology through and including the end of Agenda Item 6D, after which ceased participating in the meeting.

2

## OPEN SESSION

**2A. Call Open Session to Order** – Mayor Douglass called the Open Session to order at 6:01 p.m.

**2B. Pledge of Allegiance** – City Planner Kathy Pease lead the Pledge of Allegiance.

**2C. Roll Call**

**Present:** Councilmember Hillberg, Mayor Pro Tem Lomen, Councilmember McCully, Mayor Douglass

**Absent:**

**2D. Approval of Agenda Order**

**MOTION** made by Councilmember McCully to approve the agenda order, seconded by Mayor Pro Tem Lomen, and approved by the following vote:

**AYES:** Hillberg, Lomen, McCully, Douglass

**NOES:**

**ABSTAIN:**

**ABSENT:** Burruss

**2E. Statement of Conflict of Interest** – No conflicts were identified by the Council or the public.

3

## CONSENT CALENDAR

**3A. Minutes**

**Recommended Action:** By Motion, approve the Colfax City Council minutes of 6/26/2024

**3B. Cash Summary – June 2024**

**Recommended Action:** Accept and File

**3C. Change of Council Committee Assignments**

**Recommended Action:** Review and approve any changes in the City Council Committee Assignments for 2024.

**MOTION** made by Councilmember McCully to approve the consent calendar, Seconded by Councilmember Hillberg, and approved by the following vote:

**AYES:** Hillberg, Lomen, McCully, Douglass

**NOES:**

**ABSTAIN:**

**ABSENT:** Burruss

#### 4 **Agency Reports**

- 4A. **Placer County Sheriff's** – Deputy Boyer reported on the Search and Rescue mission for a missing man who was located alive.
- 4B. **CHP** – Absent
- 4C. **Placer County Fire/CALFIRE** – Assistant Chief Counts discussed the most recent fires that have happened around Colfax and the causes of the fires.

At 6:14pm Councilmember Burruss joined the meeting as a panelist via Zoom.

- 4D. **Non-Profits** – Amanda Palmquist, Colfax Area Chamber of Commerce President, thanked everyone who was a part of the “Big Boy” event spoke of the success of the event, upcoming Oktoberfest, coffee and conversations, and business planning classes.

Amy and Ireen, with the Colfax Museum, spoke about the large number of visitors to the museum thanks to the success of the “Big Boy” event.

Rick, a volunteer for the museum, shared the merchandise the museum carries.

#### 5 **PRESENTATION (NONE)**

#### 6 **PUBLIC HEARING**

##### 6A. **O'Reilly Auto Parts Store Design Review Permit**

**Recommended Action:** Conduct a public hearing, discuss and adopt Resolution 41-2024 for the application DP-24-01 Design Review Permit to allow construction of an O'Reilly Auto Parts Store located at 781 S Auburn St.

City Planner Kathy Pease gave a brief presentation on this item.

Resident Harry Anderson thinks O'Reilly's will be a nice addition to that corner.

Councilmember McCully had questions regarding the building elevations and landscaping which were answered by O'Reilly representatives.

**MOTION** made by Councilmember Burruss to adopt the resolution for the design review permit, Seconded by Councilmember McCully, and approved by the following vote:

**AYES:** Burruss, Hillberg, Lomen, McCully, Douglass

**NOES:**

**ABSTAIN:**

**ABSENT:**

**6B. Torok Design Review Permit**

**Recommended Action:** Conduct a public hearing, discuss and adopt Resolution 42-2024 for application DP-24-02 Design Review Permit to allow development of an industrial Pre-fabricated building located at 1225 Highway 174.

City Planner Kathy Pease gave a brief presentation on this item.

Resident Harry Anderson asked for clarification on the proposed business and site location.

Councilmembers also asked for further clarification on the site location, if the building was rated for snow load and building color.

**MOTION** made by Councilmember McCully to adopt the resolution for the design review permit, Seconded by Councilmember Hillberg, and approved by the following vote:

**AYES:** Burruss, Hillberg, Lomen, McCully, Douglass

**NOES:**

**ABSTAIN:**

**ABSENT:**

**6C. Short-Term Rental Ordinance**

**Recommended Action:** Reopen the public hearing and schedule the proposed ordinance for second reading and adoption at the next regular City Council meeting currently scheduled for August 14, 2024, to be effective 30 days after adoption.

City Planner Kathy Pease presented this item.

Residents Linda Hooper and Jenny Nicolay expressed concern over the current proposed fee schedule, and concerns that some of the regulations are too strict.

Council discussed information about the guests who have booked such as home addresses and vehicle information, fee schedule, and concerns of limiting or not limiting the number of Short-Term rentals within the City.

Council's direction to staff is to amend 17.123.070 of the registries required to keep booking information for at least 18 months and provide it to the City upon request, an amended fee schedule, and put a limit of 20 Short-Term rentals in the City.

Councilmember Burruss logged off of Zoom at 7:08pm.

**6D. MU-1Zoning Code Amendment, Ground Floor Retail Ordinance**

**Recommended Action:** Reopen the public hearing and schedule the proposed ordinance for a second reading and adoption at the next regular City Council meeting currently scheduled for August 14, 2024, to be effective 30 days after adoption.

City Planner Kathy Pease presented this item.

Harry Anderson would like to see better marketing for the downtown, and not filling storefronts with non-retail businesses.

Council discussed concerns about needing more retail downtown, possibly limiting the square footage of non-retail businesses, and being more specific with which businesses would be considered in the mixed-use zoning area.

Council's direction to staff is to revisit this ordinance with a limited selection of businesses that would be allowed to be in retail storefronts.

**7      PUBLIC COMMENT**

Amy, with the Chamber of Commerce and visitor center, voiced concerns from visitors at the “Big Boy” event over no public water fountains.

**8      COUNCIL AND STAFF**

**8A.      Committee Reports and Colfax Informational Items – All Councilmembers.**

Mayor Pro Tem Lomen attended a Pioneer Community Energy meeting, Placer Sierra Fire Safe meeting is tomorrow night.

Councilmember Hillberg – Nothing to report

Councilmember McCully discussed the Caboose relocation, meeting with the Chamber and Placer County Economic Development team, skate park planning meeting.

Mayor Douglass met with Ed Heidig from Congressman Kevin Kiley’s office to discuss appropriations and possible grants.

**8B.      City Operations Update – City Manager**

Current City projects should be complete in the next two weeks, working on getting a quote for cameras next to the public restrooms, and the special meeting for City Attorney interviews 7/26/24.

**9      COUNCIL BUSINESS (NONE)**

**10      GOOD OF THE ORDER**

Councilmembers all discussed the success of the “Big Boy” event despite the train being late, and then not stopping for the whistle stop.

**10A.      Public Comment on Good of the Order**

No public comment on Good of the Order.

**11      ADJOURNMENT**

As there was no further business on the agenda, Mayor Douglass adjourned the meeting, by motion and without objection at 7:53 p.m. Respectfully submitted to City Council this 14<sup>th</sup> day of August 2024.




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Amanda Ahre, City Clerk

# City Council Minutes



Special Meeting of Colfax City Council  
Wednesday, July 26, 2024  
City Hall Council Chambers, 33 S Main Street,  
Colfax CA

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## 1 OPEN SESSION

1A. **Call Open Session to Order** – Mayor Douglass called the Open Session to order at 6:00 p.m.

### **Roll Call**

1B. **Present:** Mayor Pro Tem Lomen, Councilmember McCully, Mayor Douglass

**Absent:** Councilmember Burruss, Councilmember Hillberg

1C. **Public Comment on Closed Session Item**

No public comment

**By consensus of the Council, convene in closed session to consider the following item: Public**

1D. **Employee Appointment/Employment Pursuant to Government Code Section 54957. Position to be filled: City Attorney**

Council convened in closed session at 6:03 p.m.

### **Report from Closed Session**

1E. Nothing to report

1F. **Adjournment**

As there was no further business on the agenda, Mayor Douglass adjourned the meeting, by motion and without objection at 8:00 p.m. Respectfully submitted to City Council this 14<sup>th</sup> day of August, 2024.

A handwritten signature in blue ink that reads "Amanda Ahre".

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Amanda Ahre, City Clerk





# Staff Report to City Council

## FOR THE AUGUST 14, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Shanna Stahl, Administrative Services Officer  
**Subject:** Quarterly Investment Report – Quarter ended June 30, 2024

*Budget Impact Overview:*

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

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

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

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

The City's investment policy is authorized under the California Government Code, section 53600, et. seq. as it applies to the investment of public funds. The Government Code governs the City's allowable investments, and the lengths of those investments. Our investment policy dictates that the City should have liquid short term securities to meet six months of financial obligations. The budget for fiscal year 2023-2024 reflects just over \$4.9M in annual operating expenditures; therefore, our target for liquid short-term securities would be \$2.45M.

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

- The investments held at June 30, 2024 conform to the City Investment Policy adopted by Resolution 29-2014.
- The composite yield of the City's investment pool (US Bank and LAIF) to be the rate of 4.21% for the quarter ended June 30, 2024.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period July 1, 2024, through December 31, 2024.

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

**Attachments:**

1. Analysis of Treasury Investment Pool
2. State of California – PMIA and LAIF Performance Report (QE 06/30/2024)
3. State of California – PMIA Average Monthly Effective Yields
4. Resolution 29-2014

**City of Colfax**  
**Analysis of Treasury Investment Pool**  
**Quarterly Analysis - FY2023-2024**  
**Report Date: 6/30/24**

Quarter Ended 06/30/2024					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 8,095,253	96%	4.36%
Corporate Checking	US Bank	N/A	\$ 330,992	4%	0.16%
<b>Total Investment Pool</b>			<b>\$ 8,426,245</b>	<b>100%</b>	<b>4.21%</b>

Quarter Ended 03/31/2024					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 6,748,518	90%	4.12%
Corporate Checking	US Bank	N/A	\$ 721,661	10%	0.16%
<b>Total Investment Pool</b>			<b>\$ 7,470,178</b>	<b>100%</b>	<b>3.86%</b>

Quarter Ended 12/31/2023					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 6,897,060	94%	3.81%
Corporate Checking	US Bank	N/A	\$ 417,074	6%	0.16%
<b>Total Investment Pool</b>			<b>\$ 7,314,133</b>	<b>100%</b>	<b>3.60%</b>

Quarter Ended 09/30/2023					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 7,641,854	95%	3.42%
Corporate Checking	US Bank	N/A	\$ 385,570	5%	0.16%
<b>Total Investment Pool</b>			<b>\$ 8,027,424</b>	<b>100%</b>	<b>3.30%</b>



## PMIA/LAIF Performance Report as of 7/17/24



### Quarterly Performance Quarter Ended 06/30/24

LAIF Apportionment Rate <sup>(2)</sup> :	4.55
LAIF Earnings Ratio <sup>(2)</sup> :	0.00012419067099490
LAIF Administrative Cost <sup>(1)*</sup> :	TBD
LAIF Fair Value Factor <sup>(1)</sup> :	0.996316042
PMIA Daily <sup>(1)</sup> :	4.52
PMIA Quarter to Date <sup>(1)</sup> :	4.36
PMIA Average Life <sup>(1)</sup> :	217

### PMIA Average Monthly Effective Yields<sup>(1)</sup>

June	4.480
May	4.332
April	4.272
March	4.232
February	4.122
January	4.012

### Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 5/31/24 \$162.3 billion

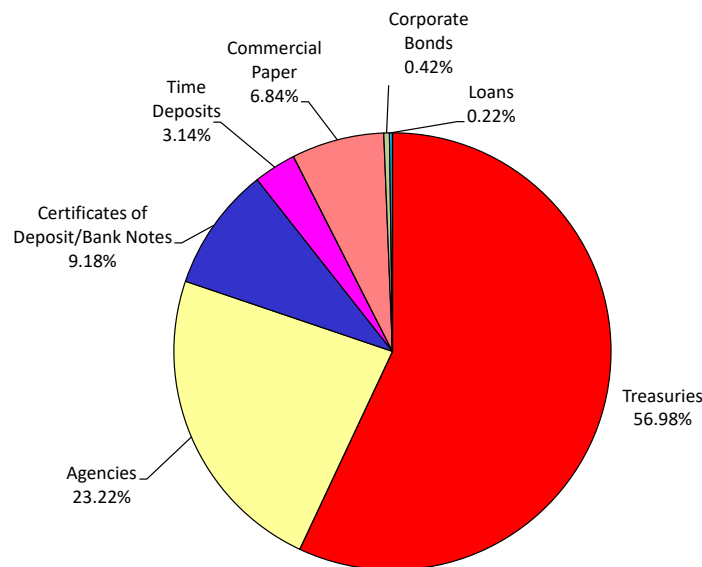


Chart does not include \$1,943,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

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

Source:

<sup>(1)</sup> State of California, Office of the Treasurer

<sup>(2)</sup> State of California, Office of the Controller

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California State Treasurer  
**Fiona Ma, CPA**



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LOCAL AGENCY INVESTMENT FUND

## PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685	0.620	0.576	0.540
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212
2022	0.234	0.278	0.365	0.523	0.684	0.861	1.090	1.276	1.513	1.772	2.007	2.173
2023	2.425	2.624	2.831	2.870	2.993	3.167	3.305*	3.434	3.534	3.670	3.843	3.929
2024	4.012	4.122	4.232	4.272	4.332	4.480						

\* Revised

# City of Colfax

## City Council

### Resolution № 29-2014

#### AFFIRMING ADMINISTRATIVE POLICIES AND PROCEDURES FOR FINANCIAL MANAGEMENT, INVESTMENT AND WHISTLEBLOWERS

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**Whereas**, the Colfax City Council has determined that the administrative policies for financial management, investment and whistleblowers are important to the smooth and consistent financial operations of the City; and,

**Whereas**, these policies have not been updated for several years; and

**Whereas**, the annual independent audit recommended such policies be updated and in place; and,

**Whereas**, the Council has reviewed the attached policies,

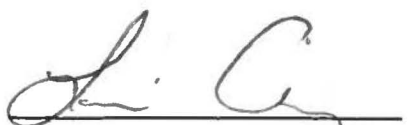
**Now Therefore, Be It Resolved** by the City Council of the City of Colfax that the administrative policies attached hereto are hereby affirmed.

**Passed and Adopted this 8th day of October by the following vote:**

**Ayes:** Douglass, Hesch, McKinney, Parnham  
**Noes:** None  
**Absent:** Barkle

  
**Tony Hesch, Mayor**

**ATTEST:**

  
**Lorraine Cassidy, City Clerk**

## CITY OF COLFAX

### ADMINISTRATIVE POLICIES AND PROCEDURES

Subject: Investment Policy  
 Effective Date: October 8, 2014  
 Resolution: Resolution No. 29-2014

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#### **SCOPE AND AUTHORITY**

The purpose of this policy is to establish a prudent and systematic Investment Policy, and to organize and formalize investment-related activities.

The City's Investment Policy is authorized under the California Government Code, section 53600, et, seq.as it applies to the investment of public funds.

It is intended that this policy cover all funds and investment activities under the direct authority of the City of Colfax. Investments authorized by Fiscal Agents pursuant to bonded debt are controlled by the terms and conditions of the specific bond, and may not necessarily coincide with the Investment Policy outlined herein. Investments must conform to Government Code Section 53600.5 concerning safekeeping of purchased securities by financial advisers, fiscal agent, or consultants. Wherever practical, investments made by a Fiscal Agent on behalf of the City will be consistent with this Policy.

#### **INVESTMENT OBJECTIVES**

**Safety** – It is the primary duty and responsibility of the City Staff to protect, preserve and maintain cash and investments on behalf of the citizens of Colfax.

**Liquidity** – An adequate percentage of the City's investment portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly recommended. Emphasis should be on marketable securities with low sensitivity to market risk.

**Yield** – Yield should become a consideration only after the basic requirements of safety and liquidity have been met.

- A. The overall yield should be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and State and local laws, ordinances or resolutions that restrict investments.

**Public Trust** – All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

**Diversification** – The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

- A. In a diversified portfolio it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

**Prudence** – The City adheres to the "prudent person rule" which obligates a fiduciary to insure that: "...investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as well as the probable income to be derived."

## **INVESTMENT STRATEGY**

The most effective method of increasing investment yields without sacrificing safety is to extend the investment horizon commensurate with the City's cash requirements. To that end, improved cash forecasting and management is the preferred investment strategy for the City.

- A. Cash management activities include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and a short-term borrowing program, when needed, that coordinates working capital requirements and investment opportunity.

## **ALLOWABLE INVESTMENT INSTRUMENTS**

The Government Code, Sections 53601, 53601.1 and 53635 shall govern the City's allowable investments, and the length of those investments, unless specifically limited by this policy. Although the maximum maturity for any deposit or investment is five years, most investments should be for no longer than 2-3 years. All investments of City funds shall be made in accordance with California Government Code Sections 53601, et seq. and 53635 et seq., or in accordance with California Government Code 16429.1 authorizing investments into the State Local Agency Investment Fund (LAIF). Investments will be authorized by the City Manager, City Treasurer, Finance Director or Mayor only.

## **REPORTING REQUIREMENTS**

City staff shall submit a quarterly investment report to the City Council. The report must be submitted to the City Manager for the agenda within 30 days following the end of the month covered by the report, and is required under Government Code Section 53646. Such report shall include at least the following information:

- Types of investments;
- Name of the institution in which funds are invested or deposited;
- Date of maturity, if applicable;
- Par and dollar amount investment for all securities;
- Percent distribution of each type of investment or deposit; current market value as of the date of the report, including source of the valuation except those under LAIF;
- Rate of interest;



- Average weighted yield of all investments;
- A statement relating the report to the City's Investment Policy; and
- A statement that there are sufficient funds to meet the City's next six months' financial obligations.

Staff shall also submit the above information annually to the external auditors.

Periodic reports shall be prepared as required by circumstances or as directed by Council. Such circumstances include, but are not limited to, notification that any City investment may be in jeopardy or a sudden and significant drop in the current market value of any City investment.

### **INTERNAL CONTROLS AND GENERAL GUIDELINES**

A system of internal control shall be implemented to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City.

Controls deemed most important include:

- The control of collusion and separation of duties;
- Custodial safekeeping of funds invested or on deposit;
- Minimizing the number of authorized Investment Officers; and
- Written documentation of procedures and transactions.

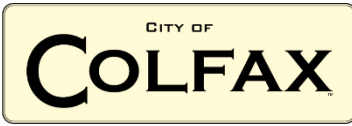
In selecting financial institutions for the deposit or investment of City funds, the City shall consider the credit-worthiness of the institution. Such credit-worthiness shall be monitored on a regular basis throughout the period in which City funds are deposited or invested.

- A. Any deposit or investment of funds shall be in writing, signed by the City and the authorized representative of the institution.
- B. All transfers must be made by authorized personnel and properly logged and documented.

City staff shall encourage peer review of the City's investments and investment practices. In addition, the City's cash management and investment practices shall be included in any outside financial audit of the City.

An annual Cash Flow Forecast may be prepared by the City, and would be used to assist in the development of the annual operating budget for the City.

This Investment Policy shall be reviewed by the City Council on an annual basis as part of the budget process.



# Staff Report to City Council

## FOR THE August 14, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Ron Walker, City Manager  
**Subject:** Agreement with Eide Bailly to provide Finance Consulting Services for Year-End Audit Preparation

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$25,000	<b>Fund(s):</b> 120
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2024 authorizing the City Manager to execute an agreement with Eide Bailly to provide Finance Consulting Services for Year-End Audit Preparation

### Summary/Background

City staff conducted a Request for Proposals (RFP) for a Finance Director which ended on July 12, 2024. Unfortunately, staff received no RFPs before the close date. Staff will repost the RFP in late August in hopes of attracting proposals.

It is time for staff to start preparing for the annual audit which will require help from a finance consulting services provider. Staff has contacted James Ramsey, CPA and Partner with Eide Bailly CPAs & Business Advisors to assist with audit preparations.

### Conclusions and Findings

Mr. Ramsey has provided an Engagement letter of agreement to assist with audit preparations.

### Fiscal Impacts

The Fiscal Impacts \$25,000.

### Attachments:

1. Resolution \_\_-2024
2. Eide Bailly Engagement Letter

# City of Colfax

## City Council

Resolution № \_\_-2024

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**APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN  
AGREEMENT WITH EIDE BAILLY TO PROVIDE FINANCE CONSULTING SERVICES FOR  
YEAR-END AUDIT PREPARATIONS**

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**WHEREAS**, City staff conducted a Request for Proposals (RFP) for a Finance Director, but received no proposals before the close date; and,

**WHEREAS**, It is time for staff to start preparing for the annual audit which will require help from a finance consulting services provider; and,

**WHEREAS**, Staff has contacted James Ramsey, CPA and Partner with Eide Bailly CPAs & Business Advisors to assist with audit preparations; and,

**WHEREAS**, Mr. Ramsey has provided an Engagement letter of agreement to assist with audit preparations.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax approves and authorizes the City Manager to sign the engagement letter, entering into an agreement with Eide Bailly to provide Finance Consulting Services for Year-End Audit Preparation.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on August 14, 2024, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Kim Douglass, Mayor**

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**Amanda Ahre, City Clerk**

August 6, 2024

City of Colfax  
Ron Walker, City Manager  
33 South Main Street  
Colfax, California 95713

This letter outlines the understanding of the terms and objectives of the consulting engagement between Eide Bailly LLP (Eide Bailly) and the City of Colfax, California (you or City).

### **Scope of Engagement**

We will work with you to provide consulting services in connection with providing year-end audit preparation services for the City's fiscal year ended June 30, 2024 audit and others tasks as needed.

Our engagement will be performed under the *Statements on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants (AICPA). We will not provide audit, review, compilation or financial statement preparation services to any historical or prospective financial information or provide attestation services under the AICPA *Statements on Standards for Attestation Engagements* and assume no responsibility for any such information.

You will provide us, as promptly as possible, all requested information and documentation reasonably deemed necessary or desirable by us in connection with the engagement. You represent and warrant that all information and documentation provided or to be provided to us is true, correct and complete, to the best of your knowledge and belief. We are authorized to rely upon such information and documentation without independent investigation or verification.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

### **Timeline**

We will begin our procedures upon acceptance of this engagement agreement.

## Fees

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, administrative charges and a technology fee. Invoices are payable upon presentation. We estimate that our fee for the engagement will not exceed \$25,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

Our rates by responsibility level are as follows:

Staff Level	Hourly Rates
Partner	\$383
Director	\$361
Senior Manager	\$328
Manager	\$274
Supervisor	\$243
Senior Associate	\$208
Associate	\$164

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information we will require to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

Out-of-Scope fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Eide Bailly is conscious of our clients' desire to achieve results at a reasonable cost, and we are mindful of that when choosing which level of staff to assign to an engagement. Actual costs will be dependent on the actual hours required to complete the assigned tasks.

We may be requested to make certain engagement documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such engagement documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such engagement documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our agreed upon procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Either party may terminate this agreement upon seven (7) days prior written notice to the non-terminating party.

The City accepts responsibility for the results of the services being provided and agrees to perform the following functions in connection with this engagement:

- Make all management decisions and perform all management functions.
- Designate a competent individual to oversee the services.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.
- Establish and maintain internal controls, including monitoring ongoing activities.

Eide Bailly LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. The nature of the services to be provided in conjunction with this engagement are such that non-licensee owners may be involved in performing our services for the City.

## **MEDIATION**

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a “Dispute”) shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”). Mediation shall be conducted with the parties in person in the Eide Bailly Sacramento, California office. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

## **LIMITED INDEMNITY**

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively “Eide Bailly”) shall not be responsible for any misstatements in the information provided to us to complete our engagement that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys’ fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys’ fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

## **LIMITATION OF LIABILITY**

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly’s services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly’s breach of this agreement or Eide Bailly’s violation of applicable professional standards. In no event shall Eide Bailly’s aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys’ fees.

**TIME LIMITATION**

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the engagement. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

**GOVERNING LAW AND VENUE**

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by California law. Any unresolved Dispute shall be submitted to a federal or state court located in Sacramento, California.

**ASSIGNMENTS PROHIBITED**

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Respectfully,

A handwritten signature in black ink that reads "James W. Ramsey". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

James W Ramsey, CPA, CFE  
Partner

\*\*\*\*\*

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Colfax, California by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# Staff Report to City Council

## FOR THE AUGUST 14, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Ron Walker, City Manager  
**Subject:** Agreement with Colantuono, Highsmith, & Whatley, PC – City Attorney Services

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$171,000	<b>Fund(s):</b> 160
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2024 authorizing the City Manager to execute an agreement with Colantuono, Highsmith, & Whatley, PC to provide City Attorney services.

### Summary/Background

On May 1, 2024, Alfred A. “Mick” Cabral sent a letter to city council members announcing his intent to retire from his long-time profession as an attorney, and thus would no longer be providing City Attorney service for the city. Mick has set a target date of his resignation of August 20, 2024.

After receiving Mick’s letter of intent to retire, staff prepared a Request for Proposal (RFP) for a contractor to provide City Attorney services, and on June 27, 2024, and advertised the RFP with a proposal deadline of July 10, 2024. The city received proposals from two different law firms by the deadline. The Ad Hoc committee reviewed both the proposals and decided to recommend to council that both firms be interviewed.

### Conclusions and Findings

On July 26, 2024, a closed session special city council meeting was held to interview candidates from both law firms. Each firm was represented by competent attorneys, and both demonstrated their firms employed additional knowledgeable attorneys and support staff with expertise in municipal government legal matters. After interviews and much discussion, the council members decided that attorney Conor W. Harkins from Colantuono, Highsmith, & Whatley, PC was the best fit for the city.

### Fiscal Impacts

The Fiscal impacts are budgeted at \$171,000 per year.

### Attachments:

1. Resolution \_\_-2024
2. Colantuono, Highsmith, & Whatley, PC Agreement

# City of Colfax

## City Council

Resolution № \_\_-2024

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APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A CLERK SERVICES AGREEMENT WITH COLANTUONO, HIGHSMITH, & WHATLEY, PC FOR ATTORNEY SERVICES.

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**WHEREAS**, the City is in need of legal services to provide council to the City Council and City Management regarding the affairs of the City; and,

**WHEREAS**, the City Council has completed the interview process for City Attorney; and,

**WHEREAS**, as a result of the interview process, Conor W. Harkins with Colantuono, Highsmith, & Whatley, PC, has been selected to serve the legal interests of the City; and,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax approves and authorizes the City Manager to execute an agreement with the law firm of Colantuono, Highsmith, & Whatley, PC, for legal services.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on August 14, 2024, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**Kim Douglass, Mayor**

**ATTEST:**

---

**Amanda Ahre, City Clerk**

## CITY OF COLFAX LEGAL SERVICES AGREEMENT

This Legal Services Agreement (this “Agreement”) is made and entered into effective August 14, 2024 (the “Effective Date”) by and between Colantuono, Highsmith & Whatley, PC, a California professional corporation (the “Attorney”) and the City of Colfax (the “City”), a California general law city. This Agreement refers to the Attorney and the City separately as a “Party” and together as the “Parties.”

### 1. RECITALS

- 1.1 **WHEREAS**, the City is a general law city organized under the laws of the State of California;
- 1.2 **WHEREAS**, title 2, chapter 2.16 of the Colfax Municipal Code establishes the Office of the City Attorney and authorizes the City Council to appoint the City Attorney;
- 1.3 **WHEREAS**, the City wishes to engage the Attorney as City Attorney pursuant to section 2.16.100 of the Colfax Municipal Code;

**NOW, THEREFORE**, the Parties agree as follows:

### 2. LEGAL SERVICES

- 2.1 **Employment of Attorney.** The City agrees to engage the Attorney and the Attorney agrees to perform the legal services listed in Exhibit A to this Agreement.
- 2.2 **Scope of Services.** The Attorney shall provide and perform the services listed in **Exhibit A** to this Agreement, which is fully incorporated herein by this reference.
- 2.3 **Attorney’s Employees and Equipment.** The Attorney agrees that it has secured or will secure at its own expense all persons, employees, and equipment required to provide and perform the services required under this Agreement and that all such services will be performed by the Attorney, or under the Attorney’s supervision, by persons authorized by law to perform such services.
- 2.4 **Term.** This Agreement shall become effective on the Effective Date and shall continue unless terminated by the City, pursuant to paragraph 5.14, or until the date of expiration. The date of expiration shall be September 1, 2027. Notwithstanding the foregoing, this Agreement may be renewed and extended by the City Manager beyond the date of expiration, unless otherwise specified by the City Council.
- 2.5 **Compensation.**
  - 2.5.1 The City shall compensate the Attorney only for the services described in **Exhibit A**. The City shall compensate the Attorney for the services described in **Exhibit A**

at the rates specified in **Exhibit B**, which is fully incorporated herein by this reference.

- 2.5.2 The Attorney may elect to increase the capped rates specified in **Exhibit B** on January 1 of each year following the Effective Date of this Agreement by any increase in the U.S. Bureau of Labor and Statistics' consumer price index for the preceding 12 months. Any rate increase pursuant to this paragraph shall not exceed 3 percent.
- 2.6 **Manner of Payment.** The Attorney shall submit monthly invoices to the City. The City shall pay the invoices in arrears within 30 days of receipt of the Attorney's monthly invoice.
- 2.7 **Files and Records.**
  - 2.7.1 All legal files of the Attorney pertaining to the City shall be and remain the property of the City. The Attorney will control the physical location of such files during the term of this Agreement. The Attorney may, in its discretion, maintain all or part of the City's client file in electronic format. The Attorney may store part or all of the City's electronic documents using secure cloud storage services. If so, the Attorney will use all reasonable methods to maintain the confidentiality of the City's files, just as it does for the City's non-digital files. the City's data will be password protected and encrypted using currently available technology.
  - 2.7.2 The Attorney shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. If the City asks the Attorney to deliver its file to the City, delivery of an electronic version, together with any materials that cannot be saved electronically, satisfies the Attorney's obligation to release all client papers and property to the City. Three years after termination of the attorney-client relationship, and after reasonable notice, the Attorney may destroy the City's client file, including all electronic records. The Attorney may also discharge its obligation to maintain the City's file prior to the expiration of three years by mailing a copy to the City. "Reasonable notice" means the Attorney's mailing of a notice of its intent to destroy the City's client file.
  - 2.7.3 The City shall have the right to access and examine records of the Attorney pertaining to the City, without charge, during normal business hours upon written request, provided, however, that the Attorney may protect the confidences of its other clients in providing this information to the City and otherwise comply with applicable law. The City shall further have the right to audit such records, to make transcripts therefrom and to inspect all data, documents, proceedings, and activities upon written request, provided, however, that the Attorney may protect the confidences of its other clients in providing this information to the City and otherwise comply with applicable law. The Attorney does not permit direct access to its files by clients, but will provide the City access to the Attorney's records

pertaining to the City as provided herein and upon written request. This same procedure will apply to information stored in the cloud.

## **2.8 Interest of Attorney.**

- 2.8.1 The Attorney covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Attorney further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained under this Agreement.
- 2.8.2 Except as provided in paragraph 2.8.3 below, the Attorney agrees to not perform services of any kind for any person or entity with potentially or actually adverse interests to the City without the prior written consent of the City.
- 2.8.3 The Attorney has informed the City that it provides advisory and/or litigation services to other public agencies in Placer County, including the City of Auburn, the Tahoe Forest Hospital District, the City of Lincoln, the City of Roseville, the Olympic Valley Public Service District, the Town of Truckee, the Truckee Fire Protection District, the Placer County Water Agency, and the City of Rocklin. The Attorney is generally in the business of providing advisory and litigation services to public agencies in Placer County and elsewhere in California. Provided the Attorney does not provide services in Placer County which create a conflict under the Rules of Professional Conduct, the Attorney may continue its practice of providing legal services to public agencies in Placer County without further consent of the City. The Attorney shall not provide services in Placer County which create a conflict under the Rules of Professional Conduct without the informed, written consent of the City.
- 2.8.4 The Attorney agrees to alert every client for whom consent is required to this conflict of interest provision and to include language in its agreements with those clients which enable the Attorney to comply fully with the terms herein.

## **3. INSURANCE**

- 3.1 The Attorney agrees to maintain such insurance as will fully protect the Attorney and the City from any and all claims under any workers' compensation act or employer's liability laws, and from any and all other claims of whatsoever kind or nature for the damage to property or for personal injury, including death, made by anyone whomsoever which may arise from operations carried on under this Agreement, either by the Attorney, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
  - 3.1.1 The Attorney currently maintains in full force and effect a professional liability insurance policy which provides coverage in an amount not less than \$2,000,000

per occurrence and \$4,000,000 aggregate. Said insurance policy provides coverage to the City for any damages or losses suffered by the City as a result of any error or omission or neglect by the Attorney which arises out of the professional services required by this Agreement.

3.1.2 The Attorney currently maintains in full force and effect a commercial general liability insurance policy which provides coverage in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate. Said insurance provides coverage for claims arising from bodily or personal injury or damage to property.

3.1.3 The Attorney currently maintains workers' compensation insurance in accordance with Section 3700 of the California Labor Code.

#### 4. INDEMNIFICATION

4.1 The City and its agents, officers, and employees shall not be held liable for any claims, liabilities, penalties, fines, or forfeitures, or for any damage to the goods, properties, or effects of the Attorney or of any other persons whatsoever, nor for personal injury to or death of them, or any of them, caused by or resulting from any negligent act or omission of the Attorney or the Attorney's agents, employees, or representatives. The Attorney further agrees to indemnify, defend, and hold harmless the City and its agents, officers, and employees, against and from any and all of the foregoing liabilities, and any and all costs or expenses incurred by the City on account of any claim therefor to the extent caused by Attorney's negligence.

4.2 The Attorney shall exonerate, indemnify, defend, and hold harmless the City from and against, and shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to the Attorney and the Attorney's employees engaged in performance of this Agreement.

#### 5. GENERAL PROVISIONS

5.1 **Assignability.** The Attorney shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Attorney from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. Any assignment requiring approval may not be further sub-assigned without the City's approval.

5.2 **Notice.** Any notices required or permitted by this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:

City: City of Colfax  
 Attn: City Manager  
 33 South Main Street  
 Colfax, CA 95713

Attorney: Colantuono, Highsmith & Whatley, PC  
 Attn: Conor W. Harkins, Esq.  
 420 Sierra College Drive, Suite 140  
 Grass Valley, CA 95945  
 (530) 798-2416  
 CHarkins@chwlaw.us

Payments shall be directed to the Attorney as follows:

Colantuono, Highsmith & Whatley, PC  
 420 Sierra College Drive, Suite 140  
 Grass Valley, CA 95945-5091

Either party may alter its address for notice under this Agreement by written notice to the other party at any time.

### 5.3 **Independent Contractor.**

5.3.1 The Attorney and any agent, subcontractor, or employee of the Attorney shall act in an independent capacity and not as an officer or employee of the City. The City assumes no liability for the Attorney's action in performance, nor assumes responsibility for taxes, funds, payments or other commitments, implied or expressed, by or for the Attorney. The Attorney shall not have authority to act as an agent on behalf of the City unless specifically authorized to do so in writing by the City. The Attorney acknowledges that it is aware that, because it is an independent contractor, the City is making no deductions from its fee and is not contributing to any fund on its behalf. The Attorney disclaims the right to fee or benefits except as expressly provided for in this Agreement.

5.3.2 The Attorney shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice, or recommendations, independent of the control and direction of the City, other than normal contract monitoring; provided, however, the Attorney shall possess no authority with respect to any City decision beyond rendition of such information, advice, or recommendations unless authorized in writing by the City.

5.4 **Equal Opportunity.** The Attorney will not discriminate against any employee, or against any applicant for such employment, based on a protected class under federal or state law. This provision shall include, but not be limited to, the following: employment, upgrading,

demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.

- 5.5 **Subcontracts.** None of the services covered by this Agreement shall be subcontracted or assigned without the prior written consent of the City, provided however, that this provision shall not apply to secretarial, clerical, routine mechanical, and similar incidental services needed by the Attorney to assist in the performance of this Agreement. The Attorney shall not hire the City's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of the City. Performance of services under this Agreement by associates or employees of the Attorney shall not relieve the Attorney from any responsibility under this Agreement.
- 5.6 **Changes.** The City may, from time-to-time, require changes in the scope of the services of the Attorney to be performed hereunder. Such changes, including any increase or decrease in the amount of the Attorney's compensation, which are mutually agreed upon by and between the City and the Attorney, shall be effective upon written amendment to this Agreement signed by the parties.
- 5.7 **Dispute Resolution.**
- 5.7.1 Should any dispute arise concerning this Agreement or any provision hereof, the parties agree to mediate in good faith the dispute before a neutral mediator to be mutually selected by the parties. The parties agree to equally pay any and all such cost and expense of mediation.
- 5.7.2 In the event the parties are unsuccessful in resolving all or any portion of the dispute through mediation, the remaining dispute or portion(s) thereof shall be submitted to binding arbitration as follows:
- 5.7.2.1 The City is entitled to require that any fee dispute be resolved by binding arbitration in Sacramento County pursuant to the arbitration rules of the Sacramento County Bar Association for legal fee disputes.
- 5.7.2.2 All other disputes regarding or arising under this Agreement, including fee disputes not submitted pursuant to paragraph 5.7.2.1 above, shall be submitted to binding arbitration in Sacramento County to be conducted by ADR Services, Inc. in accordance with its commercial arbitration rules.
- 5.8 **Applicable Law.** This Agreement shall be construed and interpreted according to the laws of the State of California.
- 5.9 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.



- 5.10 **Entire Agreement.** This Agreement represents the parties' final and mutual understanding. This Agreement supersedes any previous agreements, oral or written.
- 5.11 **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
- 5.12 **Severability.** If any part of this Agreement is found for any reason to be unenforceable, all other parts nonetheless shall remain in force.
- 5.13 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and the Attorney survive the termination of this Agreement.
- 5.14 **Termination.** The City reserves the right to terminate this Agreement at any time by written notice to the Attorney 30 days prior to date of termination. The City shall thereafter pay the Attorney for work performed to the date of termination. Such notice shall terminate this Agreement and release the City from any further fee, cost, or claim hereunder by the Attorney, other than for work performed to the date of termination. In the event of termination, all finished and unfinished documents and other material shall, at the option of the City, become its property.
- 5.15 **Waiver.** The waiver of any breach or any provision of this Agreement does not waive any other breach of that term, or any other term, in this Agreement.
- 5.16 **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement as herein stated.

**IN WITNESS WHEREOF,** the City and the Attorney have executed this Agreement as of the Effective Date:

"City"  
City of Colfax

By: \_\_\_\_\_

Date: \_\_\_\_\_

"ATTORNEY"  
Colantuono, Highsmith & Whatley, PC

By: \_\_\_\_\_  
Gary B. Bell, Vice President and Secretary

Date: \_\_\_\_\_

## EXHIBIT A SCOPE OF SERVICES

**I. General Legal Services.** The general legal services to be provided by the Attorney to the City shall include the following:

1. Provide routine legal assistance, advice and consultation to the City Council and to City staff relating to general public law issues, potential tort liability and risk management.
2. Prepare and review legal opinions, ordinances, resolutions, agreements and related documents.
3. Attend all meetings of the City Council, and such meetings of the Planning Commission and other Boards and Commissions of the City as may from time to time be specified by the City.
4. Monitor pending state and federal legislation and regulations, and new case law, as appropriate.
5. Provide in-service training requested by the City Manager.
6. Perform such other or additional general legal services as may be requested by the City, acting by and through the City Council or the City Manager.
7. Administer contracts that the City may have with other legal counsel.
8. Provide attorneys on-site for regular office hours.
9. Perform all duties of the office of City Attorney as provided in the Colfax Municipal Code, except to the extent such duties are provided for in sections II–IV below.

The general legal services specified above shall be billed at the regular hourly rates of the attorneys and other professionals providing such services at the time those services are provided to a maximum of \$250 per hour.

**II. Litigation Services.** The Attorney shall provide litigation services to the City in any and all matters assigned by the City, except as otherwise agreed in writing by the Attorney and the City. Litigation services shall be billed at the regular hourly rates of the attorneys and other professionals providing such services at the time those services are provided to a maximum of \$325 per hour.

**III. Labor and Employment Services.** The Attorney shall provide labor, employment and personnel legal services prior to the initiation of litigation in any and all matters assigned by the City, except as otherwise agreed in writing by the Attorney and the City. Labor, employment and personnel services will be billed at the regular hourly rates of the attorneys and other

professionals providing such services at the time those services are provided to a maximum of \$325 per hour.

**IV. Specialized Legal Services.** Specialized Legal Services (excluding those described above) shall include the following:

1. Advice regarding revenue measures, local taxes, fees, assessments, and other advice regarding municipal finance law, including Propositions 218 and 26.
2. Environmental Legal Services other than routine review of negative declarations, environmental impact reports and project-level environmental documentation.
3. Advice on and drafting of agreements for real estate and economic development services, including exclusive negotiating agreements, disposition and development agreements, development agreements, and related real estate and eminent domain services other than routine review of escrow documents, title reports and standard sale or purchase contracts.
4. Insurance Coverage Services, such as advice and representation regarding disputes with the California Joint Powers Insurance Authority (CJPIA) or another insurance provider other than routine advice to tender claims to insurers.
5. Water Law Services.
6. Cannabis regulation and enforcement.
7. Code Enforcement and City Prosecutor Services, for any matters not handled by the existing City Prosecutor.
8. Such other specialized services as may be required by the City (excluding litigation and reimbursable projects).

The Specialize Legal Services specified in this paragraph shall be billed at the regular hourly rates of the attorneys providing such services at the time those services are provided up to a maximum of \$325 per hour

**V. Reimbursable Services.** The Attorney's Reimbursable Services rate applies to work where the City has a reimbursement agreement with a private party (e.g., developer) or other agency or entity for the reimbursement of fees and costs associated with a project being processed for the City. The Attorney remains the attorney for the City but the fees are paid for by the third party. This typically is work performed on larger land development projects. Reimbursable Services shall be billed at the regular hourly rates of the attorneys and other professionals providing such services at the time those services are provided to a maximum of \$425 per hour.

**VI. Chargeable Costs.** Chargeable Costs includes:

- Travel time and mileage at the IRS rate for non-routine travel the City requests, such as court appearances in litigation.
- Photocopying at a rate of 20 cents per page for in-house photocopies over 25 pages.
- Facsimile transmissions at a rate of one dollar per outgoing page.

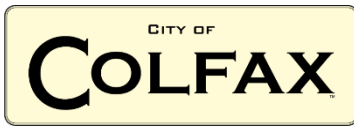
Chargeable Costs does not include routine travel to attend regular Council and Planning Commission meetings and office hours.

All other costs not specified above shall be billed to the City at cost without mark-up. Other Chargeable Costs include expenses such as outside experts, billable travel costs (e.g., air fare, hotel, and transportation), and unusual research (e.g., documenting social media posts for litigation).

**EXHIBIT B  
RATE SHEET**

<b>Service</b>		<b>Standard Rates Capped</b>
Basic Services	General Legal Services	\$250 per hour
Extraordinary Services	Litigation Services	\$325 per hour
	Labor & Employment Services	\$325 per hour
	Specialized Legal Services	\$325 per hour
Other Services	Reimbursable Legal Services	\$425 per hour
	Chargeable Costs	Photocopies: \$0.20/page over 25 pages \$1 facsimile transactions Mileage: IRS rates (currently, \$0.67 cents/mile) Other: At cost

\* Standard rates are increased from time to time typically on January 1 of each year. Capped rates may be increased on January 1 pursuant to paragraph 2.5.2 of the Agreement.



# Staff Report to City Council

## FOR THE AUGUST 14, 2024 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Ron Walker, City Manager  
**Subject:** Donation – Colfax High School, Marson Stadium Sound System Upgrade.

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$0 to 3,000	<b>Fund(s):</b> 8263
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2024 Discuss and direct the City Manager to donate from \$0 to \$3,000 to the Colfax High School, Marson Stadium Sound System updating project.

### Summary/Background

The Colfax Highschool is in the process of updating the Marson Stadium, and one key component of the updating is to replace the old sound system with a new system. Their campaign for a new sound system is almost funded. Phase 1 has begun and phase 2 is close to being funded thanks to a \$10,000 anonymous donation, a \$10,000 donation from CHS PTAC (Parent, Teacher, Alumni Community) GREENLINE Spirit Wear & Gear Store sales, \$1,500 in Go Fund Me donations, the incredibly generous da la Torre's \$15,000 donation and the Falcon Foundation kicking in funds.

### Conclusions and Findings

The High School is \$3,000 away from reaching their final goal and is asking the city to help close that gap by providing some or all of the needed \$3,000. The Community Support fund that supports annual events such as the 3<sup>rd</sup> of July, Railroad Days, and Winterfest as well as other non-profit activities has been increased to \$30,000 for this year's budget. The increase was directed by council members to help support the community interest, such as a new sound system for the Marson Stadium.

### Fiscal Impacts

The fiscal impacts will be the amount, if any the council wants to donate to the High School for Marson Stadium Sound System updating.

### Attachments:

1. Resolution \_\_-2024

# City of Colfax

## City Council

Resolution № \_\_-2024

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APPROVING A \$0 to \$3,000 DONATION TO THE COLFAX HIGH SCHOOL FOR THE MARSON  
STADIUM SOUND SYSTEM UPGRADE PROJECT

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**WHEREAS**, the City Council of the City of Colfax traditionally donates funds to support some non-profit activities each year; and,

**WHEREAS**, The Colfax Highschool is in the process of updating the Marson Stadium Sound System; and,

**WHEREAS**, The Colfax High School is \$3,000 away from reaching their final goal and is asking the city to help close that gap by providing some or all of the needed \$3,000; and,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax approves a donation of \$0 to \$3,000 to the Colfax High School to go towards the purchase of a new Sound System for the Marson Stadium.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on August 14, 2024, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Kim Douglass, Mayor**

**ATTEST:**

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**Amanda Ahre, City Clerk**