

# 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

April 23, 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](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.

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:** Approve Consent Calendar



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

**April 23, 2025**

- 2A. **Minutes** (Pages 4-7)  
**Recommended Action:** By Motion, approve the Colfax City Council minutes of 4/9/2025.
- 2B. **Cash Summary – March 2025** (Pages 8-15)  
**Recommended Action:** Accept and File.
- 2C. **Quarterly Investment Report – Quarter ended March 31, 2025** (Pages 16-25)  
**Recommended Action:** Accept and File.
- 2D. **City Projects Report** (Pages 26-30)  
**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 (NONE)**

5 **PUBLIC HEARING**

**Notice to the Public: City Council, when considering a matter scheduled for hearing, will take the following actions:**

1. Presentation by Staff
2. Open the Public Hearing
3. Presentation, when applicable, by Applicant
4. Accept Public Testimony
5. When applicable, Applicant rebuttal period
6. Close Public Hearing (No public comment is taken, hearing is closed)
7. Council comments and questions
8. City Council Action

**Public Hearings that are continued will be so noted. The continued Public Hearing will be listed on a subsequent council agenda and posting of that agenda will serve as notice.**

5A. **Fire Severity Map Ordinance** (Pages 31-58)

**Recommended Action:** Introduce an ordinance amendment to the Health and Safety Code by title only, conduct a public hearing to adopt an Ordinance designating Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection with modifications pursuant to Government Code Section 51179; waive the first reading and schedule the proposed ordinance for a second reading and adoption at the next regular City Council meeting currently scheduled for May 14, 2025, to be effective 30 days after adoption.

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. **Agreement with TTJ Consulting to Provide Financial Services** (Pages 59-108)

**Recommended Action:** Adopt Resolution \_\_-2025 authorizing the City Manager to execute an agreement with TTJ Consulting to provide Financial Services.

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)**

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

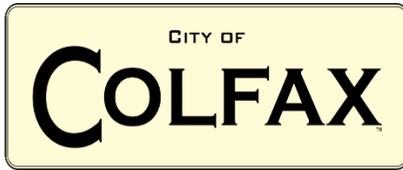
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Administrative Remedies must be exhausted prior to action being initiated in a court of law. If you challenge City Council action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in 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, April 9, 2025

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

1

**OPEN SESSION**

**1A. Call Open Session to Order** – Mayor Lomen called the Open Session to order at 6:10 p.m.

**1B. Pledge of Allegiance** – Mayor Lomen lead the Pledge of Allegiance.

**1C. Roll Call**

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

**Absent:** Councilmember Burruss

**1D. Approval of Agenda Order**

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

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

**NOES:**

**ABSTAIN:**

**ABSENT:** Burruss

**1E. Statement of Conflict of Interest** – No conflicts were identified by the Council or the public.

2

**CONSENT CALENDAR**

**2A. Minutes**

**Recommended Action:** By Motion, approve the Colfax City Council minutes of 3/26/2025.

**2B. Schedule of Activities for Collecting Delinquent Sewer and Garbage Charges on Annual Tax Rolls**

**Recommended Action:** Information Only.

**2C. Recology – City of Colfax Rate Increase**

**Recommended Action:** Receive and File.

**2D. City Project Report**

**Recommended Action:** Review and Comment.

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

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

**NOES:**

**ABSTAIN:**

**ABSENT:** Burruss

3

**Agency Reports**

**3A. Placer County Sheriff's** – Sergeant Williams reported on statistics for the month of March. There was a total of 93 incidents, 51 were citizen-generated, 42 were deputy-initiated. 10 calls were transient-related, 18 were traffic stops, and 15 calls related to suspicious activity. Sergeant Williams introduced Deputy Crigger who is the newest Colfax Deputy.

**3B. CHP** – Absent

- 3C. **Placer County Fire/CALFIRE** – Engineer Bradley Greshem reported on continued vegetation management in the Burnt Flat area of Iowa Hill and continued defensible space inspections.
- 3D. **Non-Profits** – Erin Newington with the Historic Colfax Downtown Association, talked about April 2025 as Art’s Month, and upcoming Paint & Brunch at Wrecking Crew, and the Richard Smith Music event hosted by CareSphere.

4 **PRESENTATION (NONE)**

5 **PUBLIC HEARING (NONE)**

6 **PUBLIC COMMENT**

Gage Miliate with Frontier informed residents that Frontier phone and internet service will be available to Colfax Residents.

Tim Ryan would like to see CalTrans as one of the Agencies that gives monthly reports, especially in the Winter and Summer.

Tom Parnham suggested moving the Farmer’s Market to Sundays to bring more traffic to the downtown on Sundays.

7 **COUNCIL AND STAFF**

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

Councilmember Douglass visited 2 towns with raised outdoor seating areas in their downtown, and would like to see a similar design for Colfax

Councilmember Hillberg Attended the Placer County Economic Development Board meeting and the Historic Colfax Downtown Association.

Mayor Pro Tem McCully attended the PCCOA Dinner, Coffee and Conversations, a SACOG Meeting, and Colfax Trivia night.

Mayor Lomen attended Colfax Trivia night, Placer LAFCO, and a Fire Safe Council meeting.

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

City Manager Walker worked on quarterly reporting for the home hardening grant, supervised the installation of filters at the WWTP, and reviewed the landfill compliance report.

8 **COUNCIL BUSINESS**

8A. **Council Committee Assignments**

**Recommended Action:** Discuss and approve Amended City Council Committee Assignments for 2025.

Mayor Lomen introduced this item and clarified that this is simply correcting an oversight in the Biancchini Trust appointing two Councilmembers to the board.

**MOTION** made by Mayor Lomen to keep the current assigned primary (Councilmember Douglass) and make the current assigned alternate (Mayor Pro Tem McCully) a primary, Seconded by Councilmember Hillberg, and approved by the following vote:

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

**NOES:**

**ABSTAIN:**

**ABSENT:** Burruss

**8B. Proclamation of April 2025 as Arts, Culture, and Creativity Month in Colfax**

**Recommended Action:** Adopt a proclamation declaring the month of April 2025 as Arts, Culture, and Creativity Month in Colfax.

City Clerk Amanda Ahre introduced this item and gave a brief history of Art’s Month.

**MOTION** made by Councilmember Hillberg to proclaim April 2025 as Art’s Month, Seconded by Mayor Pro Tem McCully, and approved by the following vote:

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

**NOES:**

**ABSTAIN:**

**ABSENT:** Burruss

Mayor Pro Tem McCully recused herself from the dais for item 8C due to her conflict of interest as President of Railroad Days, and the grant that Railroad Days obtained for the outdoor dining area.

**8C. Discuss the Temporary Improvements for Final Consideration prior to Beginning Installation of Long-Term Equipment – Outdoor Dining Area – North Main St.**

**Recommended Action:** Discuss and give direction.

Mayor Lomen opened Public Comment for this item.

Bob Longer, Owner of Colfax General Store at 6 N Main, Kimberly, Colfax Resident, Paul, owner of Colfax Market at 2 N. Main and 14 N. Main, and Deborah Frankle have concerns over loss of parking spots in front of businesses, accessible parking spots, and signage directing customers to alternate parking locations.

Caroline Presson, Owner of Wrecking Crew, Sherri Peterson, Owner of 30 N. Main, and Caroline McCully, President of Railroad Days, would like everyone to give the temporary area a chance knowing that it is a temporary public space until a final design decision has been made.

Mayor Lomen explained that the changes that were made to the downtown seating area since the last Council meeting were done with material that was on hand to expand the spaces. He would like to use the current area as a starting point of the final outdoor seating design and receive feedback from building owners, business owners, and the community.

Councilmember Douglass is in agreement with Mayor Lomen.

Councilmember Hillberg wants to ensure that everything regarding the outdoor seating area is done openly and transparently. He also wants to ensure that the final design is ADA compliant and ADA friendly and would like to see the seating area raised to sidewalk level.

**Direction given to Staff:** Continue working with the Ad Hoc Committee for the outdoor seating area. Ad Hoc Committee will bring back recommendations for Railroad Days on how to spend the remaining funds from the grant that was received, monitor the current outdoor seating area and parking, and at the next meeting, discuss possible alternative configurations for the outdoor seating area.

Mayor Pro Tem McCully rejoined the Dias.

9

**GOOD OF THE ORDER**

Councilmember Douglass attended the Placer Economic Development meeting where how to open closed business spaces was discussed.

Councilmember Hillberg congratulated Erin Newington on the difference that her Historic Downtown Colfax Association is making. He also spoke of the Colfax Historic Society’s meeting where guest speaker Mike Ray spoke on the history of the Colfax Fireballs.

Mayor Pro Tem McCully spoke of the upcoming Richard Smith Concert hosted by CareSphere, and the upcoming Fireworks Fundraiser at TJ’s Roadhouse.

Mayor Lomen had nothing to report.

**9A. Public Comment on Good of the Order**

No Public Comment on Good of the Order.

**10 CLOSED SESSION (NONE)**

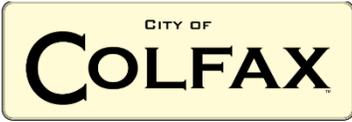
**11 ADJOURNMENT**

As there was no further business on the agenda, Mayor Lomen adjourned the meeting, by motion and without objection at 7:14 p.m. Respectfully submitted to City Council this 23<sup>rd</sup> day of April, 2025.



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Amanda Ahre, City Clerk



# Staff Report to City Council

## FOR THE APRIL 23, 2025 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Shanna Stahl – Administrative Services Officer  
**Subject:** Cash Summary – March 2025

*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.

**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 each year.

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

- March revenues included:
  - Allocation for Sales Tax revenues for the month of January 2025. (two-month lag).
- March expenditures included:
  - Approved capital project expenditures – expenditures on WWTP Construction Grant & CDBG Road Rehabilitation Project.
  - Third quarterly payment to Placer County Sheriff’s Office.
- Negative cash fund balances at the end of February are primarily due to the timing of funding allocations and reimbursements:
  - 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 358 – CDBG Road Rehabilitation. This is a reimbursable grant – the final funding of the grant was awarded in November 2023. Reimbursement requests are currently on hold pending the approval of Phase II.
  - Fund 363 – Railroad Street Crossing. These expenses are being tracked for the Railroad Street Crossing Improvements with Union Pacific Railroad.
  - Fund 575 – WWTP Construction Grant. This is a reimbursable grant. A quarterly reimbursement request was submitted in March 2025.

- 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 Fall 2025.
- Anticipated revenues/expenditures for April include:
  - Revenues
    - Allocation for Sales Tax revenues reported/paid to the State for the month of February 2025 (two-month lag).
    - Capital project reimbursements.
    - Interest allocation for LAIF investments quarter ending March 31, 2025.
  - Expenditures
    - Approved capital project expenditures. We anticipate continued expenditures for the Wastewater Treatment Plant Construction project Algae Reduction phase.
    - Ongoing monthly operating expenses.

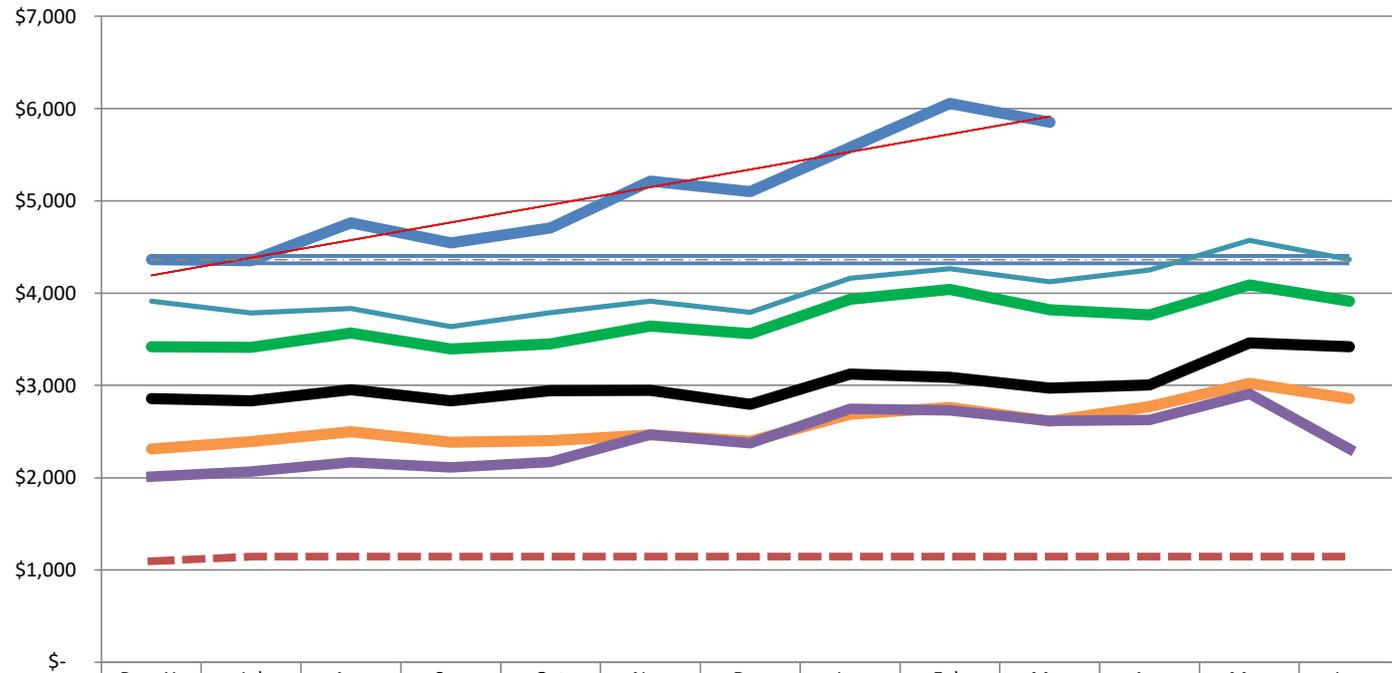
**Attachments:**

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 - March 2025 General Fund Reserved Cash Analysis

(Dollars in Thousands)

Fiscal Year 2024-25 >>



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2024-25	\$4,363	\$4,352	\$4,761	\$4,545	\$4,705	\$5,212	\$5,100	\$5,577	\$6,055	\$5,853			
Budget FY2024-25	\$4,363	\$4,363	\$4,363	\$4,363	\$4,363	\$4,363	\$4,363	\$4,363	\$4,363	\$4,363	\$4,363	\$4,363	\$4,363
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)	\$1,095	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145

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

	Balance 2/28/25	Revenues In*	Expenses Out*	Transfers	Balance 3/31/2025
US Bank	\$ 165,872.58	\$ 478,923.34	\$ (813,661.66)	\$ 325,000.00	\$ 156,134.26
LAIF	\$ 10,123,978.53	\$ -	\$ -	\$ (325,000.00)	\$ 9,798,978.53
Total Cash - General Ledger	<u>\$ 10,289,851.11</u>	<u>\$ 478,923.34</u>	<u>\$ (813,661.66)</u>	<u>\$ -</u>	<u>\$ 9,955,112.79</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 10,290,151.11</u>	<u>\$ 478,923.34</u>	<u>\$ (813,661.66)</u>	<u>\$ -</u>	<u>\$ 9,955,412.79</u>

**Change in Cash Account Balance - Total** \$ (334,738.32)

Attached Reports:

1. Cash Transactions Report (By Individual Fund)	
2. Check Register Report (Accounts Payable)	\$ (624,003.57)
Cash Receipts	\$ 155,469.52
Payroll Checks and Tax Deposits	\$ (83,107.90)
Utility Billings - Receipts	\$ 216,903.63
LAIF Interest	\$ -
Utility Billing Tax Rolls	\$ -
	<u><u>\$ (334,738.32)</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 - March 2025**

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
<b>Fund Type: 1.11 - General Fund - Unassigned</b>				
Fund: 100 - General Fund	\$ 5,822,960.51	\$ 132,042.83	\$ (333,055.57)	\$ 5,621,947.77
Fund: 120 - Land Development Fees	\$ 208,124.46	\$ -	\$ (1,618.75)	\$ 206,505.71
Fund: 200 - Cannabis Application	\$ 24,223.01	\$ 1,089.91	\$ -	\$ 25,312.92
<b>Fund Type: 1.11 - General Fund - Unassigned</b>	<b>\$ 6,055,307.98</b>	<b>\$ 133,132.74</b>	<b>\$ (334,674.32)</b>	<b>\$ 5,853,766.40</b>
<b>Fund Type: 1.14 - General Fund - Restricted</b>				
Fund: 205 - Escrow Funds	\$ -	\$ -	\$ -	\$ -
Fund: 571 - AB939 Landfill Diversion	\$ 23,299.04	\$ -	\$ -	\$ 23,299.04
Fund: 572 - Landfill Post Closure Maintenance	\$ 905,320.98	\$ 694.30	\$ (5,128.90)	\$ 900,886.38
<b>Fund Type: 1.14 - General Fund - Restricted</b>	<b>\$ 928,620.02</b>	<b>\$ 694.30</b>	<b>\$ (5,128.90)</b>	<b>\$ 924,185.42</b>
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>				
Fund: 210 - Mitigation Fees - Roads	\$ 25,811.10	\$ -	\$ -	\$ 25,811.10
Fund: 211 - Mitigation Fees - Drainage	\$ 24,994.31	\$ -	\$ -	\$ 24,994.31
Fund: 212 - Mitigation Fees - Trails	\$ 81,981.27	\$ -	\$ -	\$ 81,981.27
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 204,142.21	\$ -	\$ -	\$ 204,142.21
Fund: 214 - Mitigation Fees - City Bldgs	\$ 81,398.38	\$ -	\$ -	\$ 81,398.38
Fund: 215 - Mitigation Fees - Vehicles	\$ 25,997.01	\$ -	\$ -	\$ 25,997.01
Fund: 217 - Mitigation Fees - DT Parking	\$ 45,573.70	\$ -	\$ -	\$ 45,573.70
Fund: 218 - Support Law Enforcement	\$ 40,921.09	\$ 9,078.91	\$ (25,000.00)	\$ 25,000.00
Fund: 244 - CDBG Program Inc - ME Lending	\$ 5,300.00	\$ 500.00	\$ -	\$ 5,800.00
Fund: 250 - Streets - Roads/Transportation	\$ (70,717.85)	\$ 1,968.18	\$ (18,661.47)	\$ (87,411.14)
Fund: 253 - Gas Taxes	\$ 27,600.74	\$ 4,314.93	\$ (1,613.67)	\$ 30,302.00
Fund: 257 - Street /Road - Transit Capital	\$ 63,671.20	\$ -	\$ -	\$ 63,671.20
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 28,045.86	\$ 3,900.66	\$ -	\$ 31,946.52
Fund: 270 - Beverage Container Recycling	\$ 20,858.16	\$ -	\$ -	\$ 20,858.16
Fund: 280 - Oil Recycling	\$ 4,112.79	\$ -	\$ -	\$ 4,112.79
Fund: 290 - SB1383 Implementation Grant	\$ 45,889.39	\$ -	\$ (4,780.45)	\$ 41,108.94
Fund: 291 - City County Beverage Container	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Fund: 292 - Fire Department Capital Funds	\$ 101,847.05	\$ -	\$ -	\$ 101,847.05
Fund: 342 - Fire Construction - Mitigation	\$ 100,150.83	\$ -	\$ -	\$ 100,150.83
Fund: 343 - Recreation Construction	\$ 100,151.36	\$ -	\$ -	\$ 100,151.36
<b>Fund Type: 1.24 - Special Rev Funds - Restrict</b>	<b>\$ 957,728.60</b>	<b>\$ 24,762.68</b>	<b>\$ (50,055.59)</b>	<b>\$ 932,435.69</b>
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>				
Fund: 300 - GF Capital Projects	\$ -	\$ -	\$ -	\$ -
Fund: 358 - CDBG Pavement	\$ (42,954.56)	\$ -	\$ (205,728.05)	\$ (248,682.61)
Fund: 363 - Railroad Street Crossing	\$ (1,712.76)	\$ -	\$ -	\$ (1,712.76)
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>	<b>\$ (44,667.32)</b>	<b>\$ -</b>	<b>\$ (205,728.05)</b>	<b>\$ (250,395.37)</b>
<b>Fund Type: 2.11 - Enterprise Funds</b>				
Fund: 560 - Sewer	\$ 2,107,364.05	\$ 146,794.36	\$ (93,414.84)	\$ 2,160,743.57
Fund: 561 - Sewer Liftstations	\$ 451,840.77	\$ 25,595.18	\$ (29,930.55)	\$ 447,505.40
Fund: 563 - Wastewater Treatment Plant	\$ 1,247,983.41	\$ 62,083.46	\$ -	\$ 1,310,066.87
Fund: 564 - Sewer Connections	\$ 363,408.66	\$ -	\$ -	\$ 363,408.66
Fund: 575 - WWTP Construction Grant	\$ (1,722,998.29)	\$ -	\$ (4,486.25)	\$ (1,727,484.54)
Fund: 577 - Capital Projects	\$ -	\$ -	\$ -	\$ -
Fund: 590 - Sewer Consolidation Planning	\$ (60,435.46)	\$ -	\$ (1,937.50)	\$ (62,372.96)
<b>Fund Type: 2.11 - Enterprise Funds - Unassign</b>	<b>\$ 2,387,163.14</b>	<b>\$ 234,473.00</b>	<b>\$ (129,769.14)</b>	<b>\$ 2,491,867.00</b>
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>				
Fund: 998 - PAYROLL CLEARING FUND	\$ 5,698.69	\$ -	\$ (2,445.04)	\$ 3,253.65
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>	<b>\$ 5,698.69</b>	<b>\$ -</b>	<b>\$ (2,445.04)</b>	<b>\$ 3,253.65</b>
<b>Grand Totals:</b>	<b>\$ 10,289,851.11</b>	<b>\$ 393,062.72</b>	<b>\$ (727,801.04)</b>	<b>\$ 9,955,112.79</b>

Check Register Report

Item 2B

Date: 04/04/2025

Time: 3:53 pm

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
<b>US BANK Checks</b>								
61525	03/04/25	Reconciled		03/31/25	03141	CALPERS	HEALTH PREMIUMS MAR 25	18,662.49
61526	03/06/25	Reconciled		03/31/25	01270	ADAMS ASHBY GROUP, INC.	CDBG GENERAL ADMIN JAN 25	5,000.00
61527	03/06/25	Reconciled		03/31/25	01448	AMERIGAS - COLFAX	CITY HALL PROPANE	605.56
61528	03/06/25	Reconciled		03/31/25	01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	369.48
61529	03/06/25	Reconciled		03/31/25	01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	192.15
61530	03/06/25	Reconciled		03/31/25	01448	AMERIGAS - COLFAX	DEPOT PROPANE	360.47
61531	03/06/25	Reconciled		03/31/25	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS JAN 25	5,850.00
61532	03/06/25	Reconciled		03/31/25	03160	CARTWRIGHT NOR CAL, INC.	ENG SVCS FEB 25	14,100.00
61533	03/06/25	Reconciled		03/31/25	03300	CHAMBER OF COMMERCE	REFUND WINTERFEST DEPOSIT	100.00
61534	03/06/25	Reconciled		03/31/25	3475	CLARK PEST CONTROL	PEST CONTROL	537.00
61535	03/06/25	Printed			03516	COLFAX JR FALCONS FOOTBALL	REFUND DEPOSIT YEAR 24/25	100.00
61536	03/06/25	Reconciled		03/31/25	04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE MARCH 25	504.79
61537	03/06/25	Reconciled		03/31/25	04301	DNF, INC.	SKID STEER REPAIR	855.08
61538	03/06/25	Reconciled		03/31/25	06278	FRONTIER COMMUNICATIONS	WWTP PHONE	322.67
61539	03/06/25	Reconciled		03/31/25	07460	GOLD MOUNTAIN CALIFORNIA	HISTORIC RESOURCES INV. NOTICE	205.45
61540	03/06/25	Reconciled		03/31/25	07570	GRAINGER	WWTP SUPPLIES	112.16
61541	03/06/25	Reconciled		03/31/25	07570	GRAINGER	WWTP FILTERS	44.01
61542	03/06/25	Printed			08090	HEATH, CECELIA	CALPERS TRAINING	87.32
61543	03/06/25	Reconciled		03/31/25	08170	HILLS FLAT LUMBER CO	SUPPLIES	411.15
61544	03/06/25	Reconciled		03/31/25	08501	HOME DEPOT CREDIT SERVICES	SUPPLIES	180.47
61545	03/06/25	Reconciled		03/31/25	08660	HUNT AND SONS, LLC	FUEL	635.44
61546	03/06/25	Reconciled		03/31/25	08660	HUNT AND SONS, LLC	FUEL	199.10
61547	03/06/25	Reconciled		03/31/25	16200	PLACER COUNTY SHERIFF DEPT.	Q3 FY 24/25 SHERIFF CONTRACT	243,042.00
61548	03/06/25	Reconciled		03/31/25	16040	PURCHASE POWER	POSTAGE	520.71
61549	03/06/25	Reconciled		03/31/25	17951	R3 CONSULTING GROUP	GRANT FUND MGMNT FEB 25	1,256.25
61550	03/06/25	Reconciled		03/31/25	18378	RICHARDSON & COMPANY, LLP	AUDIT SVCS FY 23/24	3,100.00
61551	03/06/25	Reconciled		03/31/25	19037	SAFE SIDE SECURITY	CORP YARD SECURITRY MAR 25	155.00
61552	03/06/25	Reconciled		03/31/25	19393	SIERRA MOUNTAIN INTERNET	WWTP INTERNET MAR 25	113.45
61553	03/06/25	Reconciled		03/31/25	19396	SIERRA SAFETY COMPANY	PW HARD HATS	44.24
61554	03/06/25	Reconciled		03/31/25	19743	WILLIAM STOCKWIN	MARCH 2025 COLFAX CONNECTIONS	300.00
61555	03/06/25	Reconciled		03/31/25	21500	USA BLUE BOOK, INC	WWTP SUPPLIES	481.70
61556	03/06/25	Reconciled		03/31/25	22040	V3 ELECTRIC	REFUND BUILDING PERMIT	588.95
61557	03/06/25	Reconciled		03/31/25	22134	VISION QUEST	TECH SUPPORT APRIL 25	4,053.33
61558	03/06/25	Reconciled		03/31/25	22134	VISION QUEST	NEW COMPUTER/RAM STORAGE	1,632.41
61559	03/06/25	Reconciled		03/31/25	22240	VULCAN MATERIALS COMPANY	ASPHALT PATCH	363.05
61560	03/06/25	Printed			23105	WALLEN, NICOLE	REFUND SFLL DEPOSIT YR 24/25	100.00
61561	03/06/25	Reconciled		03/31/25	23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	71.83
61562	03/06/25	Reconciled		03/31/25	23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
61563	03/06/25	Reconciled		03/31/25	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.58
61564	03/06/25	Reconciled		03/31/25	23451	WOOD RODGERS	WWTP FINAL DESIGN & CONST JANUARY 25	2,128.75
61565	03/06/25	Reconciled		03/31/25	23451	WOOD RODGERS	SEWER CONSOLIDATION JANUARY 2025	1,937.50
61566	03/06/25	Reconciled		03/31/25	16035	PG&E	ELECTRICITY	25,387.48
61567	03/11/25	Reconciled		03/31/25	2087	BASIC PACIFIC	FSA BENEFITS PYMT	10.00
61568	03/13/25	Reconciled		03/31/25	1161	49ER WATER SERVICES	WWTP TESTING FEB 25	4,244.00
61569	03/13/25	Reconciled		03/31/25	01414	ALHAMBRA & SIERRA SPRINGS	WATER	286.30
61570	03/13/25	Reconciled		03/31/25	01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	186.38
61571	03/13/25	Reconciled		03/31/25	01766	AT&T MOBILITY	CITY CELL PHONES	803.27
61572	03/13/25	Reconciled		03/31/25	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS FEB 25	5,332.50

Check Register Report

Item 2B

Date: 04/04/2025

Time: 3:53 pm

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CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
61573	03/13/25	Reconciled		03/31/25	3425	CINTAS	UNIFORMS FEB 25	544.43
61574	03/13/25	Reconciled		03/31/25	3494	COLANTUONO, HIGHSMITH &	LEGAL MATTERS FEB 25	10,035.94
61575	03/13/25	Reconciled		03/31/25	4268	DESERT VIEW POWER	SB1383 PROCUREMENT COMPLIANCE 2024	3,524.20
61576	03/13/25	Reconciled		03/31/25	08070	HANSEN BROS. ENTERPRISES	SAND FOR PUBLIC	29.47
61577	03/13/25	Reconciled		03/31/25	09455	INLAND BUSINESS SYSTEMS	COPY MACH LEASE Q2 24/25	5.63
61578	03/13/25	Reconciled		03/31/25	13191	MANAGEMENT ADVISORY SERVICES	PLANNING SVCS FEB 25	4,946.20
61579	03/13/25	Reconciled		03/31/25	18400	NAPA AUTO PARTS	SUPPLIES	67.52
61580	03/13/25	Reconciled		03/31/25	16040A	PITNEY BOWES	POSTAGE MACH LEASE Q3	188.76
61581	03/13/25	Reconciled		03/31/25	16821	PSOMAS	CDBG ROAD REHAB JAN 25	487.50
61582	03/13/25	Printed			18111	RARE EARTH LANDSCAPE MATERIALS	CORP YARD MATERIAL	321.12
61583	03/13/25	Reconciled		03/31/25	19591	SECURITAS TECHNOLOGY	DEPOT SECURITY Q4 FY 24/25	175.71
61584	03/13/25	Reconciled		03/31/25	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	280.16
61585	03/13/25	Reconciled		03/31/25	19396	SIERRA SAFETY COMPANY	TRAFFIC CONTROL MATERIALS	276.17
61586	03/13/25	Reconciled		03/31/25	19440	SIERRA VISTA CENTER, INC.	DONATION SVCC FARMERS MARKET	2,500.00
61587	03/13/25	Reconciled		03/31/25	21560	US BANK CORPORATE PMT SYSTEM	SUPPLIES	6,558.83
61588	03/13/25	Reconciled		03/31/25	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONES	217.57
61590	03/20/25	Reconciled		03/31/25	01448	AMERIGAS - COLFAX	CITY HALL PROPANE	945.68
61591	03/20/25	Reconciled		03/31/25	01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	200.17
61592	03/20/25	Reconciled		03/31/25	02830	BLUE RIBBON SEPTIC LLC	LS #5 CLEANING	7,900.00
61593	03/20/25	Reconciled		03/31/25	03401	CHOICE BUILDER	PREMIUMS APRIL 2025	925.09
61594	03/20/25	Reconciled		03/31/25	3475	CLARK PEST CONTROL	PEST CONTROL MARCH 25	1,096.00
61595	03/20/25	Printed			08050	HACH COMPANY	WWTP PROBES	17,904.10
61596	03/20/25	Reconciled		03/31/25	08070	HANSEN BROS. ENTERPRISES	CDBG RETENTION PAYOUT	194,390.55
61597	03/20/25	Reconciled		03/31/25	08660	HUNT AND SONS, LLC	FUEL	834.76
61598	03/20/25	Reconciled		03/31/25	23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASSIST FEB 25	130.50
61599	03/20/25	Printed			19390	MAR-VAL'S SIERRA MARKET	WATER	7.19
61600	03/20/25	Reconciled		03/31/25	15900	PAC MACHINE CO., INC	WWTP PUMP	3,469.62
61601	03/20/25	Reconciled		03/31/25	16300	PCWA -PLACER COUNTY	WATER	1,042.85
61602	03/20/25	Reconciled		03/31/25	16170	PLACER COUNTY FLOOD CONTROL	ANNUAL CONTRIBUTION 24/25	2,903.00
61603	03/20/25	Reconciled		03/31/25	16040	PURCHASE POWER	POSTAGE	511.20
61604	03/20/25	Reconciled		03/31/25	18010	RACO MANUFACTURING	LS 5 ALARM SVC	825.00
61605	03/20/25	Reconciled		03/31/25	19037	SAFE SIDE SECURITY	WWTP SECURITY MAR 25	95.00
61606	03/20/25	Reconciled		03/31/25	19575	SHANNA STAHL	MANAGER TRAINING	82.60
61607	03/20/25	Reconciled		03/31/25	19393	SIERRA MOUNTAIN INTERNET	WWTP INTERNET APR 25	113.45
61608	03/20/25	Reconciled		03/31/25	19440	SIERRA VISTA CENTER, INC.	DONATION FARM TO TABLE EVENT	500.00
61609	03/20/25	Reconciled		03/31/25	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL FEB 25	1,059.36
61610	03/27/25	Printed			01270	ADAMS ASHBY GROUP, INC.	CDBG GENERAL ADMIN FEB 25	5,000.00
61611	03/27/25	Printed			01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	65.20
61612	03/27/25	Printed			01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	167.52
61613	03/27/25	Printed			01448	AMERIGAS - COLFAX	DEPOT PROPANE	404.08
61614	03/27/25	Printed			04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE APR 25	504.79
61615	03/27/25	Printed			06148	FALCON FOUNDATION	DONATION TO GIRLS BASKETBALL	1,000.00
61616	03/27/25	Printed			08200	HINDERLITER, DE LLAMAS & ASSOC	SALES TAX AUDIT Q3 24/25	704.30
61617	03/27/25	Printed			12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING FEB 25	1,644.20
61618	03/27/25	Printed			12209	LIEBERT CASSIDY WHITMORE	LEGAL MATTERS FEB 25	330.00
61619	03/27/25	Printed			16192	PLACER COUNTY DOCUMENT	WINDOW ENVELOPES	96.55
61620	03/27/25	Printed			18593	RUDY SCHROEDER CONSULTING	FLAGGER SAFETY TRAINING	650.00
61621	03/27/25	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90

Check Register Report

Item 2B

Date: 04/04/2025

Time: 3:53 pm

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CITY OF COLFAX

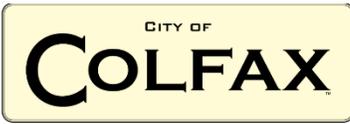
BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
61622	03/27/25	Printed			23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	71.83
61623	03/27/25	Reconciled		03/31/25	23451	WOOD RODGERS	WWTP FINAL DESIGN & CONST FEBRUARY 2025	2,357.50

**Total Checks: 98** **Checks Total (excluding void checks): 624,003.57**

**Total Payments: 98** **Bank Total (excluding void checks): 624,003.57**

**Total Payments: 98** **Grand Total (excluding void checks): 624,003.57**



# Staff Report to City Council

## FOR THE APRIL 23, 2025 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Shanna Stahl, Administrative Services Officer  
**Subject:** Quarterly Investment Report – Quarter ended March 31, 2025

*Budget Impact Overview:*

N/A: ✓	<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 2024-2025 reflects just over \$5.3M in annual operating expenditures; therefore, our target for liquid short-term securities would be \$2.65M.

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

- The investments held at March 31, 2025 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 4.20% for the quarter ended March 31, 2025.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period April 1, 2025, through September 30, 2025.

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 03/31/2025)
3. State of California – PMIA Average Monthly Effective Yields
4. Resolution 29-2014

**City of Colfax**  
**Analysis of Treasury Investment Pool**  
**Quarterly Analysis - FY2024-2025**  
**Report Date: 03/31/25**

<b>Quarter Ended 03/31/2025</b>					
<b>Type of Investment</b>	<b>Financial Institution</b>	<b>Date of Maturity</b>	<b>Investment Amount</b>	<b>% of Total Investment</b>	<b>Average Investment Yield</b>
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 9,798,979	97%	4.34%
Corporate Checking	US Bank	N/A	\$ 289,750	3%	0.19%
<b>Total Investment Pool</b>			<b>\$ 10,088,728</b>	<b>100%</b>	<b>4.20%</b>

<b>Quarter Ended 12/31/2024</b>					
<b>Type of Investment</b>	<b>Financial Institution</b>	<b>Date of Maturity</b>	<b>Investment Amount</b>	<b>% of Total Investment</b>	<b>Average Investment Yield</b>
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 6,717,806	93%	4.48%
Corporate Checking	US Bank	N/A	\$ 534,434	7%	0.19%
<b>Total Investment Pool</b>			<b>\$ 7,252,239</b>	<b>100%</b>	<b>4.08%</b>

<b>Quarter Ended 09/30/2024</b>					
<b>Type of Investment</b>	<b>Financial Institution</b>	<b>Date of Maturity</b>	<b>Investment Amount</b>	<b>% of Total Investment</b>	<b>Average Investment Yield</b>
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 7,407,151	89%	4.56%
Corporate Checking	US Bank	N/A	\$ 888,709	11%	0.16%
<b>Total Investment Pool</b>			<b>\$ 8,295,861</b>	<b>100%</b>	<b>4.24%</b>



## PMIA/LAIF Performance Report as of 04/16/25



### Quarterly Performance Quarter Ended 3/31/25

LAIF Apportionment Rate <sup>(2)</sup> :	4.48
LAIF Earnings Ratio <sup>(2)</sup> :	0.00012266258268207
LAIF Administrative Cost <sup>(1)*</sup> :	TBD
LAIF Fair Value Factor <sup>(1)</sup> :	1.000849191
PMIA Daily <sup>(1)</sup> :	4.30
PMIA Quarter to Date <sup>(1)</sup> :	4.34
PMIA Average Life <sup>(1)</sup> :	244

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

<b>March</b>	<b>4.313</b>
February	4.333
January	4.366
December	4.434
November	4.477
October	4.518

### Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 3/31/25 \$156.8 billion

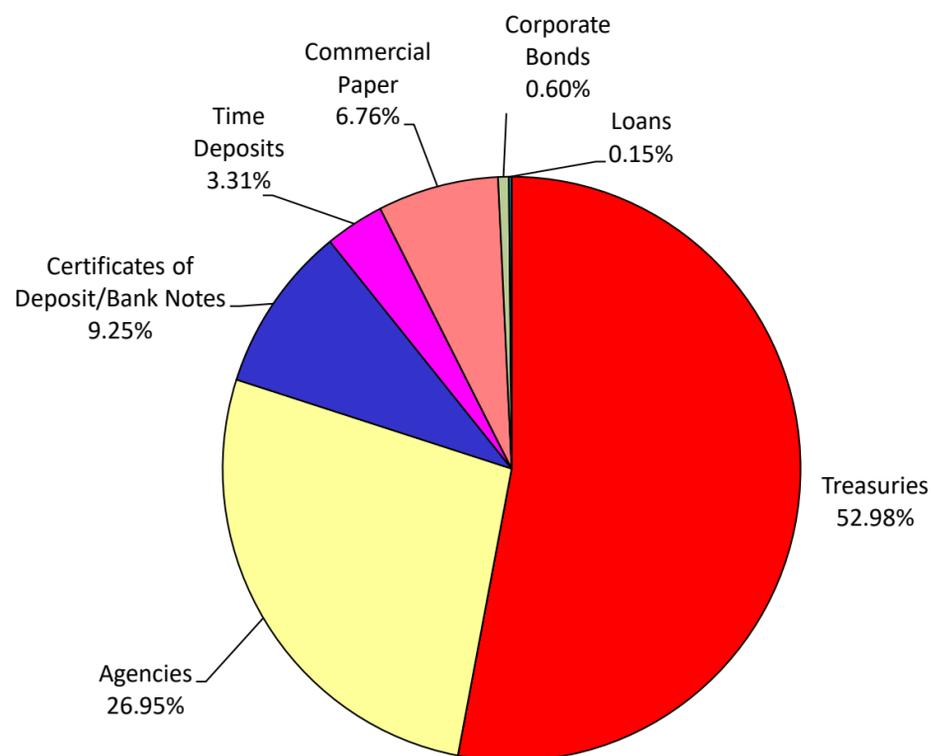


Chart does not include \$1,138,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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



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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212
2022	0.234	0.278	0.365	0.523	0.684	0.861	1.090	1.276	1.513	1.772	2.007	2.173
2023	2.425	2.624	2.831	2.870	2.993	3.167	3.305*	3.434	3.534	3.670	3.843	3.929
2024	4.012	4.122	4.232	4.272	4.332	4.480	4.516	4.579	4.575	4.518	4.477	4.434
2025	4.366	4.333	4.313									

\* 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,

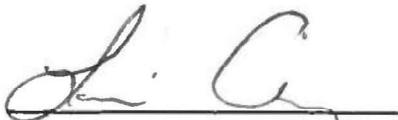
**Now Therefore, Be It Resolved** by the City Council of the City of Colfax that the administrative policies attached hereto are hereby affirmed.

**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.

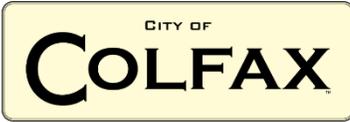
In selecting financial institutions for the deposit or investment of City funds, the City shall consider the credit-worthiness of the institution. Such credit-worthiness shall be monitored on a regular basis throughout the period in which City funds are deposited or invested.

- 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 APRIL 23, 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:	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, that have either been completed or are in progress.

Week of – March 30 -April 5, 2025

**City Manager**

- Met with Carl, City Engineer & Joe, City Building Official about Outdoor Dining & ADA requirements.
- Met with Councilmen Hillberg.
- Met with Amy at the Visitors Center.
- Met with Councilmen Douglass.
- Worked on Outdoor Dining.
- Attended the Chamber Coffee and Conversations meeting.
- Talked with Mike Luken about OES grant reporting.

**Planning**

- Out of the office this week.

**Maintenance Department**

- Finished seeding and laying down topsoil at ballpark.
- Potholes along Canyon Way and S. Auburn.
- Potholes on E. Church St. and N. North Star.
- Picked up signs for roundabout.
- Returned the broken heater and picked up new one for the Corp Yard.
- Picked up the split rail fencing, concrete and cinder blocks for outdoor dining
- Pulled weeds along Main St., blew off Main St., and pulled weeds from flower beds at Depot.
- Thursday and Friday set up outdoor dining.
- Performed multiple 811 locates.
- Trimmed tree limbs along Culver St. Island area and along the corner of Culver & Lincoln.

**Wastewater Treatment Plant/Sewer**

- Walk through with WM Lyles, Psomas, Nexgen, and city staff for final signoff of SAF project.
- G3 Engineering and & a Grundfos pump representative onsite to pick up lift station 5 sewer pump for repairs.
- Operating Sludge Press to reduce solids in the sewer treatment system.

### **Administrative Services**

- Coordinated the submission of fund 290 - SB1383 progress and expenditures
- HR Duties as necessary
- Bank Reconciliation for the month of March 2025
- Started working on the Cash Summary report for March 2025
- Health Benefits Reconciliation for March 2025 - Journal entries
- Reviewed fiscal year cash deposit schedule to ensure all revenue sources are on track.
- Reviewed/Updated contract status spreadsheet to ensure all invoices are current and total remaining contractual obligations.
- Assisted Accounting Technician with the processing of quarterly reports & fees - SB1186, Green Fees, SMIP, Placer County Capital Facility Fees
- Quarterly payroll taxes for the period ending March 2025
- Gathered all CalOES Home Hardening Grant Documents, RFPS and contracts in preparation for annual audit.
- Processed land development invoices
- Oversaw daily accounting including accounts payable, payroll and cash receipts (We received a \$920K reimbursement for the WWTP grant today 😊)

### **City Clerk**

- Continued working through the Contract log.
- Posted and distributed the agenda for the 4/9/2025 City Council meeting.
- Worked on compiling public records requests.
- Assisted in the day-to-day operations of City Hall.

### **Engineering**

- Review & respond to daily emails.
- Organize computer files from C drive to server.
- Walk CDBG Phase 2 streets with Cartwright Nor Cal.
- Downtown seating coordination and meet with Yamasaki landscape architects.
- 1225 CA-174 plan review.
- Respond to complaints.
- Review encroachment permit applications.

### **Building/Code Enforcement**

- 29 Lincoln St.: Building not livable and in need of major repairs. Building improvements under way.
- Working with Carl on the development of our FOG program.
- Carl to determine impact fee. Looking into adding a compliant bathroom.
- 7-11 sewer lateral: Met with Connor, 7-11 legal counsel, Property management and Carl via zoom. They still believe their misinformation from property management. They agreed to finish the video inspection.
- NID building on Whitcomb - TI design meetings w/ architect.

- 11 N. Main sewer smell. 14 N. Foresthill bad seal on sewer pump lid. Owner to replace before it gets hot.
- 333 Canyon – TI for Sierra Animal Clinic. ADA parking to begin work. TOC granted them to open with conditions. Dangerous retaining wall blocked off. No word yet.
- Plan reviews and inspections.
- 203/211 Grass Valley: Waiting for owner to break ground.
- Stairs and porch for 120 Pleasant has no work going on.
- 1225 Hwy 174 commercial building development. Application.
- 416 Rubican SFD. Waiting for the applicant to correct BV's 2nd review.
- Reviewed/Sent the BV 2nd comments to ARCO TESLA project.
- Colfax storage owner sent BV 2nd comments. Waiting for a response.
- 54 W. Oak St. sewer lateral. The owner decided not to pursue legal actions to allow his legal prescriptive right to repair his sewer on the neighbor's property.
- Worked on ADA compliance issues for the outdoor dining. Met with CASP inspectors from BV. Met with potential designer.
- 333 Culver Code violation: HVAC and main panel w/o permit, wrong panel installed, unsafe service entrance.
- Met w/ new owner of 1225 S Auburn building. Meet Fire next week.

#### Week of April 6 - 12, 2025

#### **City Manager**

- Met with Amy at the Visitor's Center.
- Attended City Council Meeting
- Attended Cap-to-Cap meeting.
- Met with Steve Simpson to discuss Outdoor Dining Area(s)
- Met with Kathy Pease to discuss the updated Fire Map.
- Met with Mike Luken to discuss FEMA Home Hardening and Defensible Space grant.
- Started RFP for CBDG service provider.
- Working with Tim Jones on Financial Services agreement.
- Met with Chief Plant Operator, Matt Anderson and a representative from Holt Renewables to discuss the Solar tie in at the wastewater treatment plant.
- Met with City Attorney, Conor Harkins to discuss multiple service agreements.

#### **Planning**

- Drafted ordinance amendment to adopt the state High Fire Hazards Severity Map.
- Responded to address assignment inquiries for 1836 Canyon way.
- Met with consultant group doing the Home Hardening Grant to provide zoning and historic information.
- Reviewed SACOG Colfax highlight for Blueprint update.

#### **Maintenance Department**

- Fixed and adjusted all irrigation at Roy Toms Plaza.
- Filled multiple potholes along Canyon and S. Auburn.
- Cleaned up a couple planters in the Depot area from weeds.
- Mowed all city parks and Depot.

- Fixed the sidewalk in front of the Sheriff station.
- Lowered all the irrigation at the Sheriff Sub Station to prevent future damage.
- Completed building the outdoor dining area Ramp.
- Edwards came out and installed the heater.
- Multiple 811 locates.

### **Wastewater Treatment Plant/Sewer**

- Normal ops.
- Vision quest Installed new Cradle point hardware for internet service.
- Pressing heavy to reduce solids inventory.
- Shaune Ledbetter onsite for walkthrough for Solor project.
- Nextgen App training.

### **Administrative Services**

- Worked on the RFP for Accounting Software.
- Reviewed/Commented on RFP for copier machine replacement.
- Cash Summary for March 2025.
- HR Duties.
- Investigate the possibility of emailing utility bills to customers. - Collaborated with IT and Tyler Tech to get system/email set up appropriately.
- Met with Mike Luken regarding the Home Hardening Grant.
- Prepared mitigation fee calculations for: Empire Storage (pending Whitcomb Fair Share % from Engineering), 3 Sierra Oaks Properties and Hwy 174.
- Attended City Council Meeting.
- Updated Building Permit fee book.
- Disburse insurance reporting manuals with instructions to key personnel for coverage while I am on vacation.
- Reviewed property tax allocations- Received \$42K in delinquent sewer from unsecured properties 2019-2024.
- Oversaw daily accounting duties including accounts payable, cash receipts and business licensing.
- Worked on retention release for I&I project.

### **City Clerk**

- Attended a webinar presented by ILG – The New Economic Development is Green...and it comes with \$\$\$
- Attended a webinar presented by ILG - Boosting Local Budgets: Leveraging Sales Tax and Lesser-known Revenue Streams
- Prepared for the April 9<sup>th</sup> Colfax City Council Meeting.
- Prepared and responded to Public records requests.
- Helped with the day-to-day operations of City Hall.

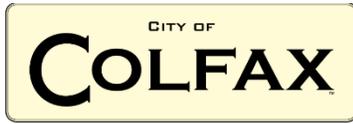
### **Engineering**

- Review & respond to daily emails.
- Organize computer files from C drive to server.

- Staff meeting.
- Review downtown seating and railroad crossing with Joe and Ron.
- Meet with Simpson & Simpson re: downtown seating paving.
- Coordinate CDBG survey RFP.
- Coordinate sewer repair invoice from Lorang for FM break.
- Sewer evaluation and impact fees for Empire Self Storage at 143 Whitcomb Ave.
- Prepare I&I retention release letter.
- Respond to complaints.
- Review encroachment permit applications.

### **Building/Code Enforcement**

- 29 Lincoln St.: . Building improvements under way.
- 7-11 sewer lateral: the video inspection has been completed.
- NID building on Whitcomb - TI design meetings w/ architect.
- 11 N. Main sewer smell. 14 N. Foresthill bad seal on sewer pump lid. Owner to replace before it gets hot.
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- Worked on ADA compliance issues for the outdoor dining. Met with CASP inspectors from BV. Met with potential designer.
- 333 Culver Code violation: HVAC and main panel w/o permit, wrong panel installed, unsafe service.



# Staff Report to City Council

## FOR THE APRIL 23, 2025, REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Kathy Pease, AICP, Planning Consultant  
**Subject:** Fire Severity Map Ordinance

*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:** Introduce an ordinance amendment to the Health and Safety code by title only, conduct a public hearing to adopt an Ordinance designating Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection with modifications pursuant to Government Code Section 51179; waive the first reading and schedule the proposed ordinance for a second reading and adoption at the next regular City Council meeting currently scheduled for May 14, 2025, to be effective 30 days after adoption.

### Summary/Background

This is a proposal to consider adoption of a Municipal Code amendment (Attachment A) to the Health and Safety chapter (Chapter 8.32) to adopt the State Fire Marshal’s designation of High and Very High Hazard Severity Zones within the City of Colfax. This also includes minor amendments to add additional definitions for fire severity. As shown in Attachment 1, the entire city is located within a high (orange-colored areas) or very high (red-colored areas) Fire Hazard Severity Zone.

### Discussion

In September 2021, Senate Bill 63 was approved, which directed the State Fire Marshal to identify areas in the state as moderate, high and very high fire hazard severity zones (FHSZ) based on statewide criteria and the severity of fire hazard that is expected to prevail in those areas. The criteria take into consideration fuel loading, slope, fire weather and other relevant factors as a major cause of wildfire spread. In September 2022, Assembly Bill 211 was approved which requires local agencies to designate by ordinance FHSZ within 120 days of receiving recommendations from the State Fire Marshal pursuant to Government Code Section 51178.

In February 2025, the Office of the State Fire Marshal released updated FHSZ maps which included areas in Placer County, including Colfax. The map is included as Exhibit B.

Proposed minor amendments (Attachment 3) are proposed to the Health and Safety Municipal Code (Section 8.32) to include reference to the FHSZ map, including definitions for High and Very High FHSZ.

These changes do not make substantial changes to requirements for property owners. It was already acknowledged that the city is within a high fire severity area, and Chapter 8.32 Hazardous Vegetation Abatement and Establishment of

Defensible Space is consistent with the state requirements, by defining actions needed to maintain property.

### **Fiscal**

This action has minimal impact on the City's General Fund as a result of this amendment.

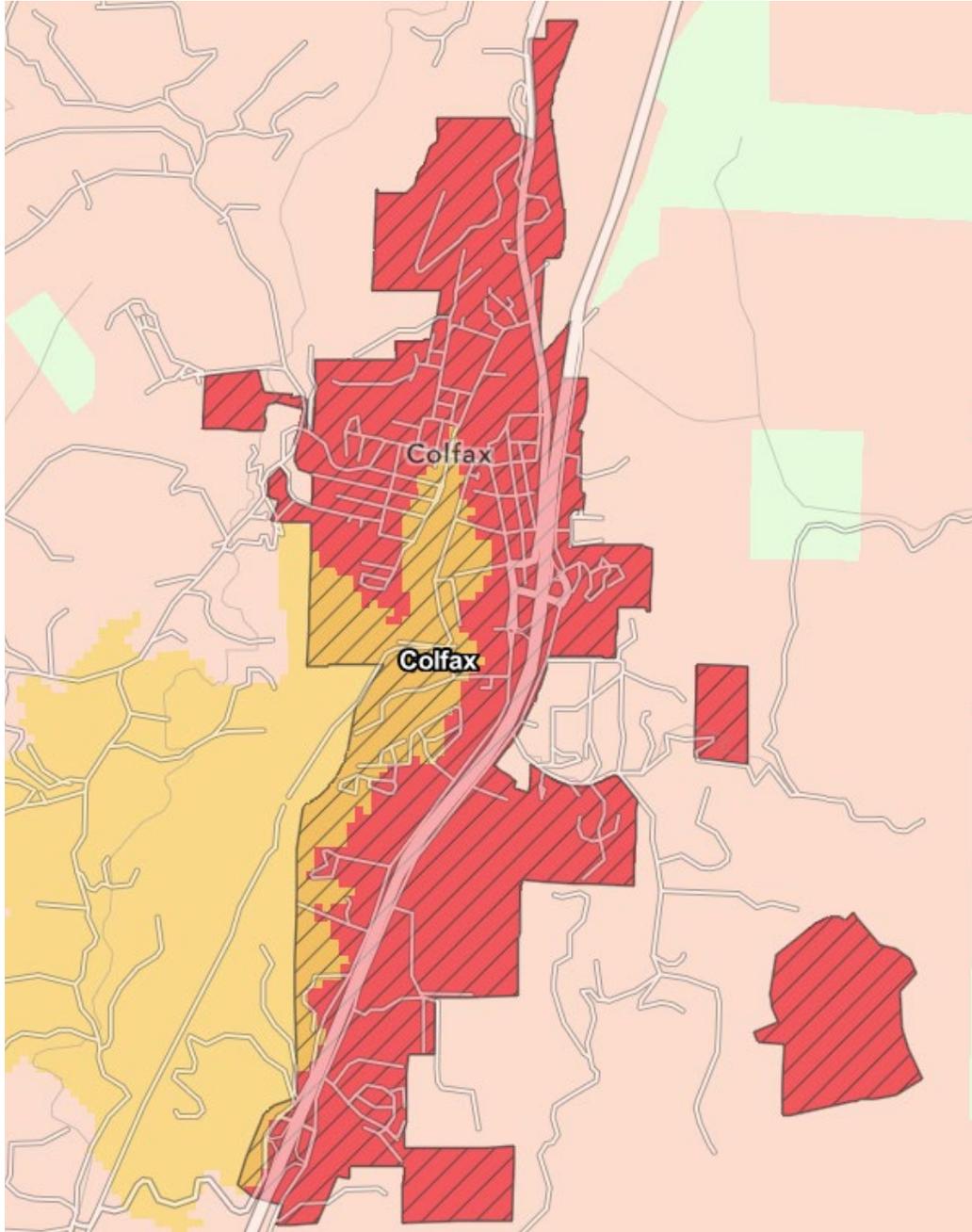
### **Environmental Review**

The City of Colfax hereby finds that said action is exempt from the California environmental Quality Act (CEQA) and the CEQA Guidelines, for the following reasons: pursuant to Sections 15061 (b) (3) and 15303 and 15308 on the grounds that it can be seen with certainty that the Ordinance will not have a significant effect on the environment. To the extent this is a project under CEQA, it is categorically exempt pursuant to CEQA Guidelines Section 15304 (minor Alterations to Land), 15305 (Minor Alterations in Land Use Limitations), 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of the Environment).

### **Attachments**

1. Fire Severity Zones Map
2. Ordinance Cover
3. Chapter 8.32 Proposed Amendments
4. Frequently Asked Questions 2024 Fire Hazard Severity Zones
5. Fire Severity Presentation

**EXHIBIT B**  
**CITY OF COLFAX FIRE SEVERITY MAP**



**Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal**

**Very High**   **High**   **Moderate**

CITY OF COLFAX

ORDINANCE NO. 561

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLFAX AMENDING TITLE 8 OF THE HEALTH AND SAFETY CODE TO ADDRESS THE HIGH AND VERY HIGH FIRE SEVERITY ZONES MAPPED BY THE STATE OF CALIFORNIA.

The City Council of the City of Colfax does ordain as follows:

Section 1: Code Revisions

Title 8.32 of the Health and Safety Code, of the Colfax Municipal Code is hereby revised as set forth in Exhibit A attached hereto and by this reference, incorporated herein, to address the State Fire Marshall’s designation of the City of Colfax boundaries within a High or Very High Fire Severity Zone consistent with California Government Code 51178. The amendment includes minor edits including the definitions of high and very high severity zones.

Section 2. Adoption of Fire Maps: The City Council hereby adopts the fire maps attached hereto as Exhibit B. The official maps are also located electronically on the state website: [Fire Hazard Severity Zones | OSFM](#)

Section 3 Superseding Provisions

The provisions of this ordinance and any resolution adopted pursuant hereto shall supersede any previous ordinance or resolution to the extent the same is in conflict herewith.

Section 4. Severability

If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. California Environmental Quality Act Findings

The City of Colfax hereby finds that said action is exempt from the California environmental Quality Act (CEQA) and the CEQA Guidelines, for the following reasons: pursuant to Sections 15061 (b) (3) and 15303 and 15308 on the grounds that it can be seen with certainty that the Ordinance will not have a significant effect on the environment. To the extent this is a project under CEQA, it is categorically exempt pursuant to CEQA Guidelines Section 15304 (minor Alterations to Land), 15305 (Minor Alterations in Land Use Limitations), 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of the Environment).

This ordinance shall, within 15 days after its adoption, be published or posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Council members voting for and against it.

The foregoing ordinance was introduced at a duly held regular meeting of the City Council of the City of Colfax on the 23<sup>rd</sup> day of April 2025 and passed and adopted at a duly held regular meeting of the City Council on the \_\_\_ day of \_\_\_\_\_ 2025, by the following vote:

AYES:

NOES:  
ABSENT:

---

Sean Lomen  
Mayor

APPROVED AS TO FORM:

ATTEST:

---

Connor W. Harkins  
City Attorney

---

City Clerk

Chapter 8.32 - HAZARDOUS VEGETATION ABATEMENT AND ESTABLISHMENT OF DEFENSIBLE SPACE LOCATED IN HIGH AND VERY HIGH FIRE SEVERITY AREAS OF THE CITY

Sections:

8.32.010 - Purpose and intent.

The purposes of this chapter are (1) recognize that the State Fire Marshall has mapped the boundaries of the city of Colfax as being in High and Very High Fire Severity zones, 2) to give direction, define expectations and ensure that structures within city limits establish appropriate defensible space and minimize the risk posed by hazardous vegetation and combustible materials, (3) promote public safety by mitigating the risk from wildfires, and (4) establish an enforcement process and procedure to reasonably maximize compliance with the requirements established by this chapter.

(Ord. No. 541, § 1(Exh. A), 3-11-2020)

8.32.020 - Application.

The provisions of this chapter shall apply generally to all parcels throughout the city of Colfax, as designated by the State Fire Marshall within a High and Very High Severity Zone including but not limited to:

A. Requirements of Government Code Section 51182 for Areas in Very High and High Fire Hazard Severity Zones

B. All parcels adjacent to improved parcels where:

(a) the owner, responsible party or occupant of the improved parcel is unable to obtain the required defensible space; and

(b) the city official determines that the condition of fuels on the parcel adjacent to the improved parcel creates a hazardous fire condition. The owner of, or responsible party for, the parcel adjacent to the improved parcel shall provide the fuel modifications needed to meet the defensible space requirements of the adjacent improved parcel subject to applicable law including the finding by the city official that the clearing is necessary to significantly reduce the risk of transmission of flame or heat sufficient to ignite the structure on the improved parcel, and there is no other feasible mitigation measure possible to reduce the risk of ignition or spread of wildfire to the structure.

B.All parcels where:

1.The parcel is adjacent to a roadway or fire access easement which is determined by the city official to be necessary for the safe ingress to and egress from the area served by the roadway or fire access easement; and

2.The current condition of fuels on the adjacent parcel is determined by the city official to constitute a hazardous fire condition.

C. If any part of this chapter conflicts with any other part of this code the more restrictive provision(s) shall control.

(Ord. No. 541, § 1(Exh. A), 3-11-2020)

8.32.030 - Definitions.

The following definitions shall apply to the provisions of this chapter:

"Abate" or "abatement" shall mean and refer to an act used to remove, destroy, eliminate, size, impound, or any action taken to mitigate or terminate a public nuisance.

"Abatement costs" shall mean and refer to any and all costs incurred by the city, CalFire or any person or entity acting on their behalf to enforce the provisions of this chapter and to abate the hazardous vegetation or combustible material or create defensible space on any parcel pursuant to this chapter, including physical abatement costs, administration fees and any additional actual costs incurred for the abatement proceeding(s), including attorney's fees and consultant expenses, if applicable.

"Citation" or "administrative citation" shall mean and refer to a civil citation issued pursuant to Colfax Municipal Code Chapter 1.25 stating there has been a violation of one or more provisions of this chapter and setting the amount of the civil penalty to be paid by the responsible party.

"City" or "Colfax" shall mean and refer to the city of Colfax, a California municipal corporation and general law city.

"City official" shall include the city manager or his/her designee, the community services director, the chief building official, the code enforcement officer, and the fire chief or person acting in his/her capacity, and any person designated by the fire chief to act in his/her stead.

"Combustible material" shall mean and refer to all rubbish, litter or material of any kind other than hazardous vegetation that is combustible or flammable and endangers the public safety by creating a fire hazard.

"County" shall mean the county of Placer, a political subdivision of the state of California.

"Days" shall mean calendar days unless the context otherwise requires.

"Defensible space" means and refers to that area described in Public Resources Code §§ 4290 and 4291 and as otherwise described in this chapter, which is adjacent to each side of a building or structure and must be cleared of all combustible material, hazardous vegetation, brush, flammable vegetation, or combustible growth such that it would be unlikely to ignite any structure under normal conditions, subject however to the exceptions set forth in this chapter.

"Fire hazard" shall mean any condition, arrangement, act or omission which:

“High Fire Hazard Severity Zone”. A geographic area designated pursuant to California Government Code Section 51178 and based on consistent statewide criteria and on the severity of fire hazard that is expected to prevail in those areas. High fire hazard severity zones are based on fuel loading, slope, fire weather, and

1. Increases, or may cause an increase of hazard or menace of fire to a greater degree than that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire; or
2. May obstruct, delay, hinder or interfere with the operations of a fire department or the egress of occupants in the event of fire.

"Fuel modification area" shall mean and refer to a strip of land in which the following fuel reduction activities are required to occur:

1. Cut and remove all weeds and grasses down to a height of six inches or less;
2. Prune and remove "ladder fuels" up to fifteen (15) feet or higher from their base;
3. "Mosaic" all stands of brush;
4. Remove all dead or decaying trees and tree limbs; and
5. Perform any other fire protection or maintenance activities within the fuel modification area(s) consistent with the standards and requirements contained in Public Resources Code § 4290 and any regulations adopted pursuant thereto, or as required by a city official.

"Hazardous vegetation" shall mean and refer to any vegetation that is combustible and endangers the public safety by creating a fire hazard. Hazardous vegetation includes material that in its natural state will readily ignite, burn and transmit fire from native or landscape plants to any structure or other vegetation. Hazardous vegetation includes, but is not limited to, dry grass and leaves, brush, weeds, green waste, dead or dying trees, low-hanging branches, litter or other flammable vegetation that creates a fire hazard. Hazardous vegetation shall not include a commercial agricultural crop that is being actively grown and managed by the parcel owner, his or her legal tenant, or other responsible party.

"Improved parcel" shall mean and refer to a portion of real property on which a structure is located, the area of which improved parcel is determined by the county assessor's maps and records and which may be identified by an assessor's parcel number.

"Ladder fuels" shall mean and refer to fuels that can carry a fire vertically between or within combustible material or hazardous vegetation.

"Notice to abate" shall mean and refer to a notice served upon a responsible party pursuant to Colfax Municipal Code Section 8.16.050.

"Owner" shall mean and refer to the owner as shown on the most recent equalized assessment role as owning the parcel that is subject to proceedings or enforcement under this chapter.

"Parcel" shall mean and refer to a portion of real property of any size, whether vacant, occupied or improved, the area of which is determined by the county assessor's maps and records and which may be identified by an assessor's parcel number.

"Responsible party" shall mean and refer to an individual, association, co-partnership, political subdivision, government agency, municipality, industry, public or private corporation, firm, organization, partnership, joint venture or any other person or entity whatsoever whose act or omission causes or contributes to a violation of this chapter.

"Structure" shall mean and refer to any dwelling, house, building, or other type of combustible construction that occupies a space greater than one hundred twenty (120) square feet and a height taller than seven feet from finished grade, whether or not occupied, including but not limited to a wood or otherwise combustible fence attached to or near any other structure.

"Unimproved parcel" shall mean and refer to a portion of land of any size upon which no structure is located, the area of which is determined by the county assessor's maps and records and may be identified by an assessor's parcel number (APN).

“Very High Fire Hazards Severity Zone”. A geographic area designated pursuant to California Government Code Section 51178 and based on consistent statewide criteria and on the severity of fire hazard that is expected to prevail in those areas. Very high fire hazard severity zones is based on fuel loading, slope, fire weather and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

(Ord. No. 541, § 1(Exh. A), 3-11-2020)

8.32.040 - Nuisance declared; duty to abate hazardous vegetation and combustible material.

A. Hazardous vegetation and combustible materials within one hundred (100) feet of a structure, or such greater distance as the city official may determine, or along roadways that serve as primary ingress and egress routes, are hereby declared to be a public nuisance that may be abated in accordance with this chapter, in accordance with the applicable provisions of Colfax Municipal Code Chapter 8.16 or by any other means allowed by law.

B. It shall be the duty of every owner, responsible party, occupant, and person in control of any parcel or any interest therein which is located in the city to abate therefrom, and from all sidewalks and roadways on or immediately adjacent thereto, except for those roads accepted as public roads by the city, all combustible material and hazardous vegetation which constitutes a fire hazard and public nuisance which may endanger or damage neighboring property or forestland, or which may otherwise endanger public health, safety and welfare within the city. C. The requirements of this section shall be satisfied if the parcel is cleared in accordance with the requirements of a notice to abate by cutting brush, trimming trees, thinning trees, disking, mowing, plowing or any other method described in a notice to abate, or, if no notice to abate is issued, by removing all hazardous vegetation and combustible materials as follows. A notice to abate may include all of the following requirements and such other requirements as the city official may impose in order to create defensible space or cause the removal of combustible materials or hazardous vegetation.

1. Create and maintain a defensible space of one hundred (100) feet from each side and from the front and rear of the main structure, but not beyond the property line except as provided by law.

2. The amount of fuel modification necessary may take into account the flammability of any structure on a parcel as affected by building material, building standards, location, and type of vegetation. Fuels shall be maintained in a condition so that a wildfire burning under average weather conditions would be unlikely to ignite the structure

.3. Create and maintain a minimum of a ten-foot wide fuel modification area adjacent to the shoulder of any roadway serving as primary ingress to and egress from the parcel. All trees, hazardous vegetation and ladder fuels within that area shall be pruned and removed to a minimum height of fifteen (15) feet above the road.

4. The intensity of fuels management may vary within the one-hundred-foot perimeter of the structure, the most intense being with the first thirty (30) feet

around a habitable structure. Consistent with fuels management objectives, steps should be taken to minimize erosion

.5.Remove the portion of any tree that extends to within ten (10) feet of the outline of a chimney or stovepipe.

6.Climbing vines must be removed from trees and structures.

7.Maintain trees, shrubs, or other plants adjacent to or overhanging a structure free of dead or dying wood to a distance of ten (10) feet from the structure.

8.Maintain the roof and rain gutters of a structure and a five-foot perimeter immediately around a structure free of leaves, needles, or other hazardous vegetation.

9.Maintain the property free of ladder fuels.

10.For unimproved parcels and vacant parcels of one-half acre or smaller that are not adjacent to an improved parcel: (a) cut and remove all weeds and grasses down to a height of six inches or less; (b) prune and remove ladder fuels to a height of at least ten (10) feet from their base; and (c) remove all other hazardous vegetation.

11.For unimproved parcels and vacant parcels larger than one-half acre that are not adjacent to an improved parcel:

(a) cut and remove all weeds and grasses down to a height of six inches or less; (b) prune and remove ladder fuels within twenty-five (25) feet of the parcel's property line to a height of at least ten (10) feet from their base; and (c) remove all other hazardous vegetation.

12.a.Any owner or responsible party operating a railroad on any parcel shall, if ordered by the fire chief, the fire chief's designee or any other city official, destroy, remove, modify or otherwise abate so as not to be flammable any hazardous vegetation or other combustible material on the railroad right-of-way. The order to destroy, remove, modify or otherwise abate hazardous vegetation or other combustible materials shall specify the location of the hazard to be destroyed, removed, modified or abated within the right-of-way, the width of the hazard which shall not exceed the width of the right-of-way, and the time within which compliance with the order is required. The city official having primary responsibility for fire protection of the area shall allow a reasonable period of time for compliance with an order to destroy, remove, modify or abate hazardous vegetation or other combustible materials within the right-of-way.b.Nothing in this section shall excuse any owner or responsible party operating a railroad within the city from complying with the requirements of this chapter on any parcel outside of the railroad right-of-way.

13. Whenever practical difficulties, unique circumstances or unnecessary hardship inconsistent with the general purposes of this chapter may result from the strict and literal interpretation of the provisions of this chapter, the city official shall have authority to grant, upon such safeguards and conditions as the city manager may determine, such variances from the provisions of this chapter as may be in harmony with its general purpose and intent.

D. The city official may mandate additional fuels management of an area more or less than the above-referenced widths or heights for the protection of public health, safety, or welfare, or the environment, if the city official finds that the additional fuels management is necessary to significantly reduce the risk of transmission of flame or heat sufficient to ignite any structure(s), and there is no other feasible mitigation measure possible to reduce the risk of ignition or spread of wildfire to a structure on an improved parcel. The city official shall determine appropriate defensible space distances based upon a visual inspection of the parcel and shall consider all factors that place the structure(s) on the adjacent improved parcel at risk from an approaching fire. These factors shall include, but are not limited to, local weather conditions, fuel type(s), topography, current use of a parcel, and the environment where the adjacent parcel or the structure(s) is located.

E. When a structure is less than one hundred (100) feet from a property line and combustible material or hazardous vegetation on an adjacent parcel presents a fire hazard for the structure, the owner of the parcel where the fire hazard exists shall be responsible for creating defensible space and clearing the area on that owner's land which is within one hundred (100) feet of the structure and is needed to provide the necessary fire protection in the manner and to the extent required by the city official.

F. Where the terrain, condition or environment on the adjacent parcel is such that it cannot or should not be disked or mowed, the public official may require or authorize other means of hazardous vegetation or combustible material removal.

G. No parcel owner or responsible party may allow any portion of vegetation on his or her property to interfere with street and emergency vehicle access, regardless of whether the access is along a public street or along a private residential access road. The city official may provide written notice to the property owner or responsible party requiring vegetation to be trimmed for a specified additional distance when the city official determines the vegetation would otherwise interfere with street or emergency vehicle access.

H. If the parcel owner or responsible party fails to maintain these clearance requirements, the city official may abate the nuisance without further notice and at the parcel owner's or responsible party's expense. This subsection shall not apply to cultivated ground cover

such as green grass, ivy, succulents, or similar plants used as ground covers, provided they do not constitute a fire hazard. I. Pursuant to California Health and Safety Code § 14930 and Government Code § 25845, as amended, a city official may summarily abate weeds, combustible materials or hazardous vegetation on private property that in any way hinders emergency access and may charge the parcel owner for the abatement costs.

(Ord. No. 541, § 1(Exh. A), 3-11-2020)

#### 8.32.050 - Enforcement.

A. The provisions of this chapter may be enforced following the abatement procedure provided for in Colfax Municipal Code Chapter 8.16, Article II, or any other enforcement process allowed by law. B. In order to carry out the abatement activities authorized by this chapter and Colfax Municipal Code Chapter 8.16, the city official may apply to the Placer County Superior Court for issuance of an inspection warrant pursuant to California Code of Civil Procedure Part 3, Title 13, as amended, replaced or renumbered from time-to-time, or any other applicable provision of California law, and may abate any nuisance as authorized in any such warrant.

(Ord. No. 541, § 1(Exh. A), 3-11-2020)

#### 8.32.060 - Abatement lien.

A. The city manager or his/her designee shall keep a true and accurate account of all abatement costs incurred in enforcing any provision of this chapter. The amount of any unpaid administrative costs, plus interest, plus any other costs as provided in this chapter or this code may be declared a lien on such real property in accordance with the provisions of Colfax Municipal Code Chapter 8.16, Article III. B. The city may cause any such lien to be collected at the same time and in the same manner as city taxes are collected, in addition to any other collection process authorized by Colfax Municipal Code Chapter 8.16, Article III, or other applicable provision of law.

(Ord. No. 541, § 1(Exh. A), 3-11-2020)

#### 8.32.070 - Citations, fines and penalty provisions.

A. Every owner and responsible party who violates any provisions of this chapter shall be subject to and pay administrative fines under Colfax Municipal Code Chapter 1.25. All provisions of Colfax Municipal Code Chapter 1.25 are applicable to and may be utilized by the city in the imposition, calculation and enforcement of any such administrative

finer. B. The provisions of Colfax Municipal Code Chapter 1.24 shall be applicable to any owner or responsible party who violates this chapter.

(Ord. No. 541, § 1(Exh. A), 3-11-2020)

#### 8.32.080 - Hardship.

If the owner or responsible party of any parcel establishes to the satisfaction of the city manager that compliance with this chapter will result in undue hardship inconsistent with the purpose or intent of this chapter, a written request for hardship status may be submitted to the city manager. The city manager, after consulting with the city fire chief or the fire chief's designee, may make a hardship finding only if the owner or responsible party presents facts that clearly demonstrate, in the city manager's sole discretion, that compliance with this chapter at the required time would result in an undue hardship.

A. For purposes of this section, "undue hardship" shall include, but not be limited to: (1) the severe illness or incapacitation of the owner or responsible party; (2) the immediate transfer or removal of the owner or responsible party from the state, thereby making the hiring of a contractor or performance of any work needed to achieve compliance with this chapter impractical or overly burdensome; (3) any physical or financial situation that would render compliance with the time limits or other requirements of this chapter extraordinarily difficult or impractical; or (4) the lack of availability of a contractor or other person to perform the work necessary to achieve compliance with this chapter. The owner or responsible party shall bear the burden of submitting documentation and proving the existence of a bona fide undue hardship to the satisfaction of the city manager. B. If the city manager determines that hardship status should be granted to any applicant, the city manager may either: (1) extend the time for compliance for a reasonable time; or (2) after consulting with the city fire chief or the fire chief's designee, modify the scope of the abatement needed to achieve compliance with the requirements of this chapter. In no case shall the city manager or other city official excuse performance with the requirements of this chapter. C. Any owner or responsible party to whom a hardship finding is granted shall be given written notice of the finding. That notice shall inform the owner or responsible party that hardship status has been granted and any conditions imposed on that status. D. Any owner or responsible party who objects to the city manager's decision to grant or deny hardship status may appeal by following the process for appeals in Colfax Municipal Code Section 8.16.100. The provisions of Colfax Municipal Code Sections 8.16.110 through 8.16.150, inclusive, shall apply in the event of any appeal.

(Ord. No. 541, § 1(Exh. A), 3-11-2020)

8.32.090 - Authority to promulgate reasonable rules and regulations.

The city council reserves its right to adopt reasonable rules, regulations, and resolutions consistent with this chapter to enforce, interpret, and carry out the provisions of this chapter. Any such rules may be adopted by resolution or ordinance of the city council.

(Ord. No. 541, § 1(Exh. A), 3-11-2020)



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## FREQUENTLY ASKED QUESTIONS ABOUT: *2024 Fire Hazard Severity Zones*

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### Fire Hazard Severity Zones Explained

- **What is a “Fire Hazard Severity Zone,” or FHSZ?**
  - **Answer:** Public Resource Code 4202; The State Fire Marshal shall classify lands within state responsibility areas into fire hazard severity zones. Each zone shall embrace relatively homogeneous lands and shall be based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the department as a major cause of wildfire spread. Government Code 51178; The State Fire Marshal shall identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.
  
- **Why are fire hazard severity maps being updated?**
  - **Answer:** The hazard maps are being updated to more accurately reflect the zones in California that are susceptible to wildfire. The hazard mapping process will incorporate new science in local climate data and improved fire assessment modeling in determining hazard ratings.
  
- **What do Fire Hazard Severity Zones measure?**
  - **Answer:** The Fire Hazard Severity Zone map evaluates “**hazard**,” not “**risk**”. The map is like flood zone maps, where lands are described in terms of the probability level of a particular area being inundated by floodwaters, and not specifically prescriptive of impacts. “**Hazard**” is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts. “**Risk**” is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.
  
- **Where do Fire Hazard Severity Zones apply?**
  - **Answer:** Fire Hazard Severity Zones are found in areas where the state has financial responsibility for wildfire protection and prevention, called the State Responsibility Area. More than 31 million acres are in this area. Under Senate Bill 63 (Stern, 2021) Government Code 51178 was amended to add the Moderate and High Fire Hazard Severity Zones with the Very High in local jurisdictions.
  
- **What are the uses of Fire Hazard Severity Zones?**
  - **Answer:** The zones are used for several purposes including to designate areas where California’s defensible space standards and wildland urban interface building codes are

- **Is there an easy way to determine the Fire Hazard Severity Zone of my property?**
  - **Answer:** You can search by address to find your current designation on the web at: [osfm.fire.ca.gov/FHSZ](https://osfm.fire.ca.gov/FHSZ)
- **What are the key elements of the Fire Hazard Severity Zone model?**
  - **Answer:** The fire hazard severity model for wildland fire has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. The zones reflect areas that have similar burn probabilities and fire behavior characteristics. The factors considered in determining fire hazard within wildland areas are fire history, flame length, terrain, local weather, and potential fuel over a 50-year period. Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands. FHSZs are not a structure loss model, as key information regarding structure ignition (such as roof type, etc.) is not included.
- **How do the Fire Hazard Severity Zone Maps differ from California Public Utilities Commission (CPUC) High Fire Threat District Maps?**
  - **Answer:** The California Public Utilities Commission (CPUC) sponsored map, known as "CPUC High Fire Threat District Map" (HFTD), includes similar factors as those in the FHSZ maps, however the CPUC HFTD Map is designed specifically for identifying areas where there is an increased risk for utility associated wildfires. As such, the CPUC map includes fire hazards associated with historical powerline-caused wildfires, current fuel conditions, and scores areas based on where fires start, as opposed to where potential fires may cause impacts.
- **Why is my property in a different zone than the adjacent area, which looks similar?**
  - **Answer:** In non-wildland areas, zone edges occur based on distance to the wildland edge. Because hazard in these areas is largely determined by incoming embers from adjacent wildland, urban areas that are similar in vegetation type and housing density may have a change in FHSZ class as the distance to the wildland edge increases. Areas immediately adjacent to wildland receive the same FHSZ score as that wildland where fire originates, and the model then produces lower scores as the distance to wildland edge increases.

In wildland areas, zone edges are a result of the way zones are delineated. Specifically, zones represent areas of similar slope and fuel potential. Zone boundaries divide zones based on geographic and vegetation features that align with fire hazard potential; although, at a local scale, it may appear that the immediate area is similar on both sides of the edge. The class value within a zone is based on the average hazard score across the whole zone, so areas that are in the same zone but not immediately adjacent to a local area can have an influence on the final zone classification.

## Data Related Questions

- **How are Fire Hazard Severity Zones determined?**
  - **Answer:** CAL FIRE used the best available science and data to develop, and field test a model that served as the basis of zone assignments. The model evaluated the probability of

the area burning and potential fire behavior in the area. Many factors were included such as fire history, vegetation, flame length, blowing embers, proximity to wildland, terrain,<sup>Item 5A</sup> and weather.

- **What new data will be included in the new model, and how does this differ from the previous model?**
  - **Answer:** A 2 km grid of climate data covering the years 2003-2018 is being used in the update. The previous model used stock weather inputs across the state to calculate wildland fire intensity scores. The updated model will adjust fire intensity scores based on the most extreme fire weather at a given location, considering temperature, humidity, and wind speed. In addition, ember transport is being modeled based on local distributions of observed wind speed and direction values instead of using a generic buffer distance for urban areas adjacent to wildlands.
- **What is the difference between the various Fire Hazard Severity Zones?**
  - **Answer:** Classification of a wildland zone as Moderate, High or Very High fire hazard is based on the average hazard across the area included in the zone, which have a minimum size of 200 acres. In wildlands, hazard is a function of modeled flame length under the worst conditions and annual burn probability. Both these factors generally increase with increasing hazard level, but there may be instances where one value is Very High and the other is low, pushing the overall hazard into a more intermediate ranking. On average, both modeled flame length and burn probability increase by roughly 40-60% between hazard classes. Classification outside of wildland areas is based on the fire hazard of the adjacent wildland and the probability of flames and embers threatening buildings.
- **Why does the model place an emphasis on the spread of embers?**
  - **Answer:** Embers spread wildfire because they can travel long distances in the wind and ignite vegetation, roofs, attics (by getting into vents), and decks.

### State Regulated Area Questions

- **When were the maps last updated?**
  - **Answer:** The Office of the State Fire Marshal began the regulatory process for the State Responsibility Area (SRA) in December 2022, the final maps were adopted on January 31, 2024, and became effective April 1, 2024.
- **What is “State Responsibility Area,” or SRA?**
  - **Answer:** SRA is a legal term defining the area where the state has financial responsibility for wildland fire protection and prevention. Incorporated cities and federal ownership are not included. Within the SRA, CAL FIRE is responsible for fire prevention and suppression. There are more than 31 million acres in SRA, with an estimated 1.7 million people and 800,000 existing homes.
- **How is state responsibility area determined?**
  - **Answer:** The Board of Forestry and Fire Protection (Board) classifies land as State Responsibility Area. The legal definition of SRA is found in the Public Resources Code Section 4125. The Board has developed detailed procedures to classify lands as State Responsibility Area. Lands are removed from SRA when they become incorporated by a city, change in ownership to the federal government, become more densely populated, or are converted to intensive agriculture that minimizes the risk of wildfire. While some lands are removed from SRA automatically, the Board typically reviews changes every five years.

- **What Fire Hazard Severity Zones are in State Responsibility Area?**
  - **Answer:** All of the State Responsibility Area is in a Fire Hazard Severity Zone. Lands are either ranked as Moderate, High or Very High Fire Hazard Severity Zones.
- **What are the wildland urban interface (WUI) building codes in State Responsibility Area?**
  - **Answer:** The WUI building codes (California Building Code (CBC) Chapter 7A) reduce the risk of embers fanned by wind-blown wildfires from igniting buildings. The codes for roofing, siding, decking, windows, and vents apply throughout all state responsibility area regardless of the fire hazard severity ranking. Ember-resistant building materials can be found at: <https://osfm.fire.ca.gov/divisions/fire-engineering-and-investigations/buildingmaterials-listing/>
- **Is the GIS data for Fire Hazard Severity Zones available for download?**
  - **Answer:** The data inputs used to develop the Fire Hazard Severity Zones are identified in the Initial Statement of Reasons (ISOR) [Title 19 Development \(ca.gov\)](#). CAL FIRE has developed an additional data package which consists of sequential modeling steps, including any data inputs that were not already publicly available and referenced in the ISOR. The data package encompasses 34 spatial datasets and 8 tables, provided in raster, polygon, and table format. These datasets are formatted for Esri ArcGIS software, except for four tables provided in Excel. Ten of the datasets are updated versions used to produce an edited SRA FHSZ map following the public comment period that ended April 4, 2023. Upon formal adoption of the FHSZ map, the final SRA FHSZ geospatial data file will become available. The data package is available on the FHSZ website [Fire Hazard Severity Zones \(ca.gov\)](#) under the science and methods banner.
- **Why do waterbodies have a Fire Hazard Severity Zone Classification?**
  - **Answer:** All areas in State Responsibility Area, including water bodies, require a fire hazard severity zone designation. The 2007 FHSZ maps zoned all water as moderate by default. In the 2023 FHSZ model we added a buffer of FHSZ from the surrounding wildland into water bodies to account for potential threat of embers to buildings on docks and house boats, as well as variation in reservoir height that occurs with drought.

### Local Regulated Area Questions

- **What is “Local Responsibility Area”, or LRA?**
  - **Answer:** Local Responsibility Areas (LRA) are incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is responsible for wildfire protection. This is typically provided by city fire departments, fire protection districts, counties, and by CAL FIRE under contract.
- **When did Fire Hazard Severity Zones start in Local Responsibility Area?**
  - **Answer:** The “Bates Bill” (AB 337), Government Code Section 51175, was prompted by the devastating Oakland Hills Fire of 1991. This mid-1990s legislation calls for CAL FIRE to evaluate fire hazard severity in local responsibility area and to make a recommendation to the local jurisdiction where very high FHSZs exist. The Government Code then provides direction for the local jurisdiction to take appropriate action.
- **How are Fire Hazard Severity Zones determined in local responsibility areas?**
  - **Answer:** CAL FIRE uses an extension of the state responsibility area Fire Hazard Severity

Zone model as the basis for evaluating fire hazard in Local Responsibility Area. The Local Responsibility Area hazard rating reflects flame and ember intrusion from adjacent wildlands and from flammable vegetation in the urban area. Item 5A

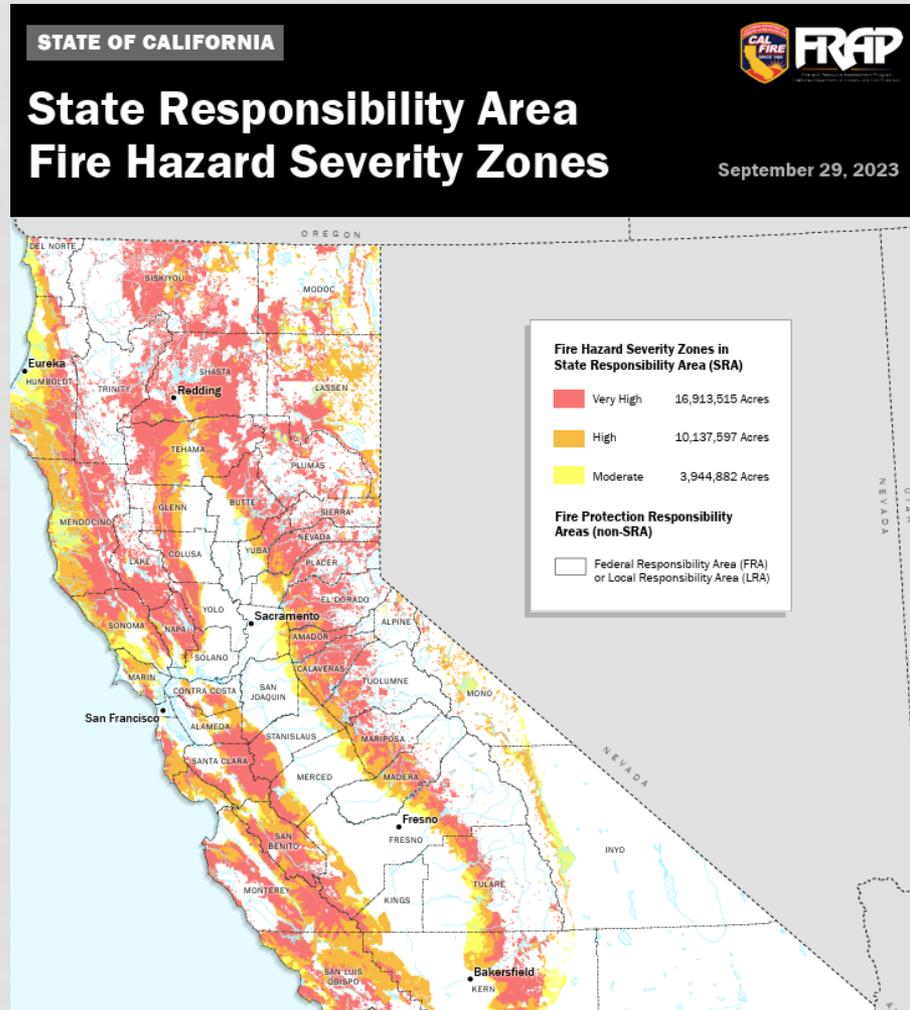
- **What are the requirements for landowners in FHSZs in local responsibility areas?**
  - **Answer:** California’s WUI building codes (CBC Chapter 7A) apply to the design and construction of new buildings located in High and Very High FHSZs in Local Responsibility Areas. Local ordinances may require ignition resistant construction for remodel projects. Check with your local building department to determine which ignition resistant building codes apply to your project. In addition, Government Code Section 51182 calls for defensible space clearance and other wildland fire safety practices for buildings. Owners are also required to make a natural hazard disclosure as part of a real estate transfer. For information regarding “home hardening” and defensible space clearance, visit [www.ReadyForWildfire.org](http://www.ReadyForWildfire.org).
- **Does the designation of Very High Fire Hazard Severity Zones in the Local Responsibility Area trigger the 100-foot clearance requirement?**
  - **Answer:** Yes, per Government Code 51182 unless a local government has passed a more stringent requirement, the 100-foot defensible space clearance applies. For information regarding “home hardening” and defensible space clearance, visit [www.ReadyForWildfire.org](http://www.ReadyForWildfire.org).
- **How does CAL FIRE assist Local Governments in Fire Hazard Severity Zones?**
  - **Answer:** CAL FIRE’s Land Use Planning Program is a specialized unit that provides support to local governments by providing fire safety expertise on the State’s wildland urban interface building codes, wildfire safety codes, as well as helping in the development of the safety elements in general plans.
- **What is the process for developing Fire Hazard Severity Zones in the Local Responsibility Area?**
  - **Answer:** CAL FIRE uses the same modeling data that is used to map the State Responsibility Area. The map, along with a model ordinance, are then sent to the governing body for adoption.
- **How are the new Fire Hazard Severity Zones impacting development?**
  - **Answer:** Many of the changes expanding fire hazard severity zones in local responsibility areas (LRA) have been supported by the building industry. CAL FIRE works closely with the building industry when setting various building codes and defensible space requirements, so we are working together to not affect development itself but to make sure development matches the hazards of that area.
- **When will the Local Responsibility Area Map be released?**
  - **Answer:** The Local Responsibility Area Map Process will happen after the State Responsibility Area process has been completed, which is estimated to occur in the winter of 2025.
- **Why haven’t Moderate and High Fire Hazard Severity Zone classes been classified before in the Local Responsibility Area?**
  - **Answer:** New legislation, Senate Bill 63 (Stern, 2021), now requires the adoption of all three Fire Hazard Severity Zone classes in the Local Responsibility Area. Previously only Very High Fire Hazard Severity Zones were required for adoption in Local Responsibility Areas.

- **Will the new Fire Hazard Severity Zones affect my ability to get or maintain insurance?**
  - **Answer:** Insurance companies use risk models, which differ from hazard models, because they consider the susceptibility of a structure to damage from fire and other short-term factors that are not included in hazard modeling. It is unlikely that insurance risk models specifically call out CAL FIRE Fire Hazard Severity Zones as a factor, but much of the same data that is used in the fire hazard severity zone model are likely included in the insurance companies' risk models. However, insurance risk models incorporate many additional factors and factors that change more frequently than those that CAL FIRE includes in its hazard mapping, which is built to remain steady for the next 10+ years.

## Resources, Additional Information, and Contact Information

- To find the current FHSZ designation for a property, visit FHSZ Map Viewer ([ca.gov](https://www.fire.ca.gov/fhsz-map-viewer)).
- Helpful links:
  - FHSZ Website:
    - [osfm.fire.ca.gov/FHSZ](https://osfm.fire.ca.gov/FHSZ)
  - FHSZ Map Viewer:
    - [FHSZ Map Viewer \(ca.gov\)](https://www.fire.ca.gov/fhsz-map-viewer)
- Contacts for FHSZ for Public Questions:
  - (916) 633-7655
  - [FHSZinformation@fire.ca.gov](mailto:FHSZinformation@fire.ca.gov)

# STATE FIRE SEVERITY MAPPING ORDINANCE AMENDMENT CITY COUNCIL MEETING APRIL 23, 2025



# FIRE SEVERITY HAZARD ZONES

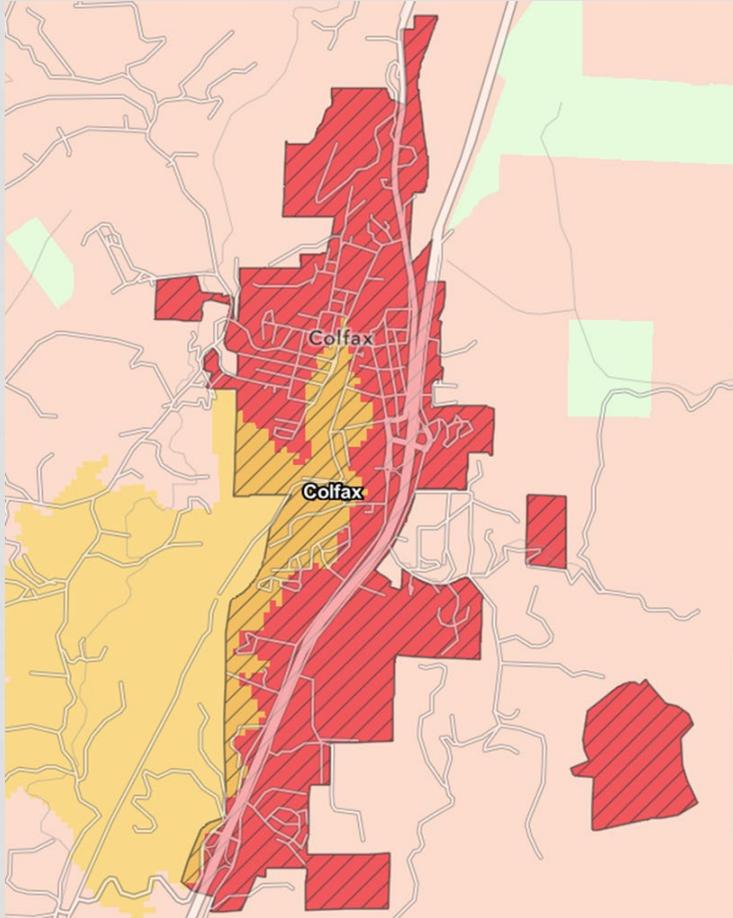
Proposal to consider ordinance amendment:

- 1) Adopt the state of California Fire Severity Hazard Zone map for Colfax
- 2) Amend the Health and Safety Ordinance (Chapter 8.32) to reference map and include definitions for High and Very High Severity Zones

# BACKGROUND

- September 2021 Senate Bill 63 approved which directed State Fire Marshal to identify areas as moderate, high and very high fire hazard severity zones (FHSZ).
  - Zones are based on threat from wildfires including fuel, vegetation, slope, weather and other factors
  - In February 2025 State Fire Marshal released updated fire maps.
- Adopted by the State in April 2025.
- Jurisdictions are required to adopt the maps by May 2025

# COLFAX FIRE SEVERITY MAP



- Entire City is in either High or Very High Fire Severity Area.
- Red= Very High
- Orange=High

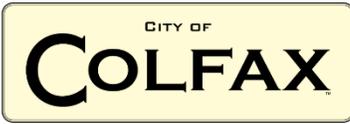
# HOW WILL THIS AFFECT THE CITY?

- No change in how home hardening, defensible space is approached.
- Area was already considered high severity
- City's Health and Safety Code already complied with defensible space requirements

# RECOMMENDATION

- Introduce the proposed ordinance by title only, conduct a public hearing, waive the first reading and schedule the proposed ordinance for second reading and adoption at the next regular City Council meeting currently scheduled for May 14, 2025, to be effective 30 days after adoption.





# Staff Report to City Council

## FOR THE APRIL 26, 2025 REGULAR CITY COUNCIL MEETING

**From:** Ron Walker, City Manager  
**Prepared by:** Ron Walker, City Manager  
**Subject:** Agreement with TTJ Consulting to Provide Financial Services.

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$426,806.00	<b>Fund(s):</b> 100
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2025 authorizing the City Manager to execute a three-year agreement with TTJ Consulting to provide Financial Services in an amount not to exceed \$426,806.00.

### Summary/Background

On December 2024, staff issued a Request for Proposals (RFP) for Financial Services. The firm selected will support the City Manager in preparing and maintaining the city's financial records. Additionally, the firm will provide guidance to the City Manager and staff on expenditures in alignment with the approved budget and in accordance with Generally Accepted Accounting Principles (GAAP). This includes payroll, recurring contractual obligations such as utility bills, and all other expenditures authorized in the annual budget.

After evaluating all submitted proposals and conducting interviews based on a scoring criterion focused on experience and expertise, TTJ Consulting was selected to provide Financial Services for the city. Tim Jones, owner of TTJ Consulting, is a California-licensed CPA with decades of experience working for state and local agencies. TTJ specializes in assisting local agencies with a broad range of fiscal services including audit, accounting, budget, fiscal policies, capital improvement plans, and cash-flow projections.

### Conclusions and Findings

Staff carefully reviewed and scored each proposal with the highest overall score being assigned to TTJ Consulting. Staff recommends that the council approves a three-year agreement with TTJ Consulting.

### Fiscal Impacts

\$426,806.00.

### Attachments:

1. Resolution \_\_-2025
2. TTJ Service Contract Agreement
3. Financial Services RFP
4. TTJ Proposal
5. Tim Jones Resume

# City of Colfax City Council

## Resolution No. \_\_-2025

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APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A THREE-YEAR AGREEMENT WITH TTJ CONSULTING TO PROVIDE FINANCIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$426,806.00.

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**WHEREAS**, on December 13, 2024, staff issued a Request for Proposals (RFP) for Financial Services; and,

**WHEREAS**, the firm selected will support the City Manager in preparing and maintaining the city's financial records. Additionally, the firm will provide guidance to the City Manager and staff on expenditures in alignment with the approved budget and in accordance with Generally Accepted Accounting Principles (GAAP). This includes payroll, recurring contractual obligations such as utility bills, and all other expenditures authorized in the annual budget; and,

**WHEREAS**, after evaluating all submitted proposals and conducting interviews based on a scoring criterion focused on experience and expertise, TTJ Consulting was selected to provide Financial Services for the city; and,

**WHEREAS**, Tim Jones, owner of TTJ Consulting, is a California-licensed CPA with decades of experience working for state and local agencies. TTJ specializes in assisting local agencies with a broad range of fiscal services, including audit, accounting, budget, fiscal policies, capital improvement plans, and cash-flow projections; and,

**WHEREAS**, staff carefully reviewed and scored each proposal with the highest overall score being assigned to TTJ Consulting. Staff recommends that the council approve a three-year agreement with TTJ Consulting, with a not to exceed dollar amount of \$426,806.00.

**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 TTJ Consulting to provide Financial Services for the City of Colfax.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on April 23, 2025, by the following vote of the Council:

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

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**Sean Lomen, Mayor**

**ATTEST:**

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**Amanda Ahre, City Clerk**

Agreement No

Project Title:

Fiscal Year:

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**(City of Colfax / TTJ Consulting)**

**1. IDENTIFICATION**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Colfax, a California municipal corporation (“City”), and TTJ Consulting a sole proprietorship (“Consultant”) (collectively, “parties”).

**2. RECITALS**

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

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

### 3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s December 19, 2024, proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Ron Walker, City Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.
- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit A and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Four hundred twenty-six thousand eight hundred and six Dollars (\$426,806).
- 3.5. “Commencement Date”: 4/25/2025.
- 3.6. “Termination Date”: 6/30/2028.

### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

### 5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator. All changes and/or extra work shall be performed and paid for in accordance with the following:
- 5.2.1. Only the City Manager or City Council may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the Council's or City Manager's authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.
  - 5.2.2. If the Consultant is of the opinion that any work s/he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, s/he shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, it shall provide extra compensation to the Consultant on a fair and equitable basis. A Supplemental Agreement providing for such compensation for extra work shall be negotiated between the City and the Consultant. Such Supplemental Agreement shall be executed by the Consultant and be approved by the City Manager.
  - 5.2.3. In the event City determines that such work does not constitute extra work, Consultant shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council as long as a written appeal is submitted to the City Manager within five (5) days after the staff's determination is received by the Consultant. Said written appeal shall include a description of each and every ground upon which Consultant challenges the staff's determination. The City Manager's decision shall be final.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal

laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of California Government Code Section 1090 and the Political Reform Act (Government Code § 81000 et seq.).

- 5.6. **Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). Consultant shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.
- 5.7. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.8. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Tim Jones shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.9. **Prevailing Wages.** This Agreement is subject to the Prevailing Wage Laws, as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under state law. In particular, Consultant acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.10. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.11. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Consultant's performance of this Agreement including, but not limited to, professional licenses and permits.

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

## 6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subconsultant shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit A. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subconsultants.** City shall pay Consultant for work performed by its subconsultants, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit A. Consultant shall be liable and

accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

## 7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept payment in accordance with the Approved Fee Schedule, Exhibit A in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. The City will seek to pay the invoice within 30 days of receipt and processing.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

## 8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including, but not limited to, the design and preconstruction phases of a covered public works project. Consultant shall defend,

indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

## 9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, including without limitation copies thereof, digital originals, and digital copies (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## 10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of the City or that it or they have the power to bind or commit the City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## 11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the negligence or willful misconduct of the City. Subconsultant’s obligation to defend any indemnified parties from claims covered by professional liability shall mean subconsultant’s legal obligation is to reimburse the indemnified parties for their reasonable defense costs to the extent caused by subconsultant’s negligence.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of City’s choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subconsultants.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subconsultant or any other person or entity involved in the performance of this Agreement on Consultant’s behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant’s indemnification obligations apply regardless of whether or not any insurance policies

are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

**12. INSURANCE**

12.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require all of its subconsultants, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Financial Services Contractor.
- Documentation of Best’s rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

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

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

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

- minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured
- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than Insurance Services Office (ISO) Form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9).
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement. In the event Consultant's policy is a "claims made" policy only covering those claims made during the policy period, then Consultant agrees to maintain the professional liability insurance required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of the City of Colfax must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations

- by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Colfax, Attn: Amanda Ahre, City Clerk, P.O. Box 702, 33 S. Main Street, Colfax, CA 95713.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

12.16. **Duty to Defend and Indemnify.** Consultant’s duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

**13. MUTUAL COOPERATION**

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

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

**14. NOTICES**

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

If to City:

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

If to Consultant:

Timothy T. Jones  
60 45<sup>th</sup> St  
Sacramento CA 95819  
Telephone: 916-616-4992  
Email: tjones@ttj-consulting.com

With courtesy copy to:

Conor W. Harkins, City Attorney  
Colantuono, Highsmith & Whatley, PC

420 Sierra College Drive, Suite 140  
 Grass Valley, CA 95945-5091  
 Phone (530) 432-7357  
 Email: CHarkins@chwlaw.us

## 15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.11 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 16. TERMINATION

- 16.1. **City Termination.** The City may, in its sole and unfettered discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the services required. Notice of Termination of this Agreement shall be given in writing to Consultant and shall be sufficient and complete when same is emailed to Consultant and simultaneously deposited in the United States mail postage prepaid and certified, addressed as set forth in Section 14 of this Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by Consultant. If City should terminate this Agreement, the Consultant shall be compensated for all work satisfactorily performed prior to time of receipt of termination notice, and shall be compensated for materials ordered by the Consultant or his/her employees, or services of others ordered by the Consultant or his/her employees prior to receipt of Notice of Termination whether or not such materials or final instruments of services of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of termination by the City shall be determined by the City Manager in accordance with the percentage of project completed. In the event that this Agreement is terminated pursuant to this Section 16.1, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by the City pursuant hereto.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement upon thirty (30) days written notice to the City only for good cause. Consultant's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. In the event of termination, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of the City's last payment shall be relinquished to the City. The City may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

- 16.3. **Consultant Failure to Perform.** Should the Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. Consultant shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by City by virtue of the Consultant's breach of this Agreement.
- 16.4. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.5. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the Sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or Subsection thereof at the head of which it appears, the language of the Section or Subsection shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such

invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting.

## 18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement except as noted in Sections 5 and 9, above.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultant to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be in the Superior Court of California for the County of Marin and Consultant hereby consents to jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original

signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

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

“City”  
City of Colfax

“Consultant”  
TTJ Consulting

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: Ron Walker  
Title: City Manager  
Date: \_\_\_\_\_

Printed: Timothy T. Jones  
Title: Owner, TTJ Consulting  
Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Amanda Ahre,  
City Clerk  
Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Conor W. Harkins,  
City Attorney  
Date: \_\_\_\_\_

WORKER’S COMPENSATION INSURANCE ACKNOWLEDGEMENT

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Exhibit "A" Scope of Work*													
Task	Through June 30, 2026				FY 2026/27				FY 2027/28				
	Hours	Ratio	Rate	Amount	Hours	Ratio	Rate	Amount	Hours	Ratio	Rate	Amount	
1	Fiscal consultant will collaborate with the City Manager in the development and implementation of financial strategies that align with the City's mission, values, and long-term goals. This includes guiding the leadership team through the construction of long-term budgetary planning, cost management strategies and forecasting scenarios.	16.125	2.5%	\$ 220	\$ 3,547.50	13.25	2.50%	\$ 231	\$ 3,060.75	12.75	2.50%	\$ 242.5	\$ 3,091.88
2	Fiscal consultant will facilitate management and implementation of the annual budgeting process, including managing results of budget-to-actual results throughout the year. Responsible for development of City Budget.	80.625	12.50%	220	17,737.50	66.25	12.50%	231	15,303.75	63.75	12.50%	242.5	15,459.38
3	Fiscal consultant will communicate and present critical financial matters to the Administrative Services Officer, City Manager, and City Council members; provide strategic recommendations based on financial analysis and projections, cost identification and allocation, and revenue/expense analysis.	32.25	5.00%	220	7,095.00	26.5	5.00%	231	6,121.50	25.5	5.00%	242.5	6,183.75
4	Fiscal consultant will attend City Council meetings (regular and special) as requested. This is usually done remotely.	32.25	5.00%	220	7,095.00	26.5	5.00%	231	6,121.50	25.5	5.00%	242.5	6,183.75
5	Fiscal consultant will monitor and communicate analysis of contracts, labor, and other earned revenue projects.	16.125	2.50%	220	3,547.50	13.25	2.50%	231	3,060.75	12.75	2.50%	242.5	3,091.88
6	Fiscal consultant will communicate information to various stakeholders (board, donors, funders and partners).	16.125	2.50%	220	3,547.50	13.25	2.50%	231	3,060.75	12.75	2.50%	242.5	3,091.88
7	Fiscal consultant will provide recommendations for planning and oversight for all fiscal functions of the organization including accounting, grants administration and management, periodic reporting, budgeting, and cash flow.	32.25	5.00%	220	7,095.00	26.5	5.00%	231	6,121.50	25.5	5.00%	242.5	6,183.75
8	Fiscal consultant will assist the City Manager in implementing and tracking Federal Grant funds in accordance with 2 CFR Part 200 et. al.	32.25	5.00%	220	7,095.00	26.5	5.00%	231	6,121.50	25.5	5.00%	242.5	6,183.75
9	Fiscal consultant will work with the Administrative Services Officer to analyze and present financial reports in an accurate and timely manner; clearly communicate periodic and annual financial statements to the City Council and City Manager.	32.25	5.00%	220	7,095.00	26.5	5.00%	231	6,121.50	25.5	5.00%	242.5	6,183.75
10	Fiscal consultant will collaborate with the Administrative Services Officer to maintain a robust and responsive grants/contracts management system.	32.25	5.00%	220	7,095.00	26.5	5.00%	231	6,121.50	25.5	5.00%	242.5	6,183.75
11	Fiscal consultant will update and implement all necessary business policies and accounting practices; improve the finance department's overall policy and procedure manual.	64.5	10.00%	220	14,190.00	53	10.00%	231	12,243.00	51	10.00%	242.5	12,367.50
12	Fiscal consultant will review and provide quality control to ensure accurate financial records and systems in accordance with GAAP and budget audit requirements.	32.25	5.00%	220	7,095.00	26.5	5.00%	231	6,121.50	25.5	5.00%	242.5	6,183.75
13	Fiscal consultant will participate in the ongoing financial literacy development of Administrative Services Officer and City Manager, and other executive and management City staff.	16.125	2.50%	220	3,547.50	13.25	2.50%	231	3,060.75	12.75	2.50%	242.5	3,091.88
14	Fiscal consultant will coach and mentor Finance Staff as needed.	48.375	7.50%	220	10,642.50	39.75	7.50%	231	9,182.25	38.25	7.50%	242.5	9,275.63
15	Fiscal consultant will collaborate with the City Manager and the Development Team on long-term strategic planning aligned with the City's overall programmatic objectives and financial goals.	16.125	2.50%	220	3,547.50	13.25	2.50%	231	3,060.75	12.75	2.50%	242.5	3,091.88
16	Fiscal consultant will provide the Development Team with financial data for grant proposals that is current, accurate and reflective of grant objectives.	32.25	5.00%	220	7,095.00	26.5	5.00%	231	6,121.50	25.5	5.00%	242.5	6,183.75
17	Fiscal consultant will provide the City Manager and the Administrative Services Officer with recommendations and materials for the mid-year and annual financial reports to the City Council.	32.25	5.00%	220	7,095.00	26.5	5.00%	231	6,121.50	25.5	5.00%	242.5	6,183.75
18	Fiscal consultant will collaborate with the City Manager to develop and monitor periodic reconciliation of financial reports.	16.125	2.50%	220	3,547.50	13.25	2.50%	231	3,060.75	12.75	2.50%	242.5	3,091.88
19	Fiscal consultant will provide additional professional services as needed beyond those provided for financial services. These services may be driven by peak workload periods and/or special expertise needed. The need for these services will be determined by the City Manager	64.5	10.00%	220	14,190.00	53	10.00%	231	12,243.00	51	10.00%	242.5	12,367.50
<b>Totals</b>		<b>645</b>	<b>100.00%</b>		<b>\$ 141,900.00</b>	<b>530</b>	<b>100.00%</b>		<b>\$ 122,430.00</b>	<b>510</b>	<b>100.00%</b>		<b>\$ 123,675.00</b>

\* Travel time will be billed at 50% of the applicable hourly rate plus the IRS mileage rate.

\* Out-of-pocket expenses passed through at cost with City Manager approval.

Cost Estimates Based on 10.5 Hours per Week, with Flexibility for up to 16 Hour per Week as Assigned by the City Manager.

\$ 388,005 Total Estimated Cost  
\$ 38,801 Travel, out-of-pocket, contingency

\$ 426,806 Total "not-to-exceed" contract amount

All work performed during the contract term will be performed on an hourly basis.

- Services performed through June 30, 2026 will be billed at \$220 per hour.
- Services performed July 1, 2026 through June 30, 2027 will be billed at \$231 per hour.
- Services performed July 1, 2027 through June 30, 2028 will be billed at \$242.50 per hour.
- Travel time will be billed at 50% of the applicable hourly rate plus the IRS mileage rate.
- Out-of-pocket expenses passed through at cost with City Manager approval.

The escalation rate equals 5% per fiscal year over a three-year period. The justification for the increase is to adjust for the cost of living and increased institutional knowledge leading to improved efficiency and value.

### CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

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

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

1. No City councilmember or commissioner shall accept, solicit, or direct a contribution of more than \$500 from any party,<sup>1</sup> financially interested participant,<sup>2</sup> or agent<sup>3</sup> while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by the City. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

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

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

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

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

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

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

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

**(a) Document:**

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

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**(b) Date and amount of contribution:**

Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

Printed Name \_\_\_\_\_

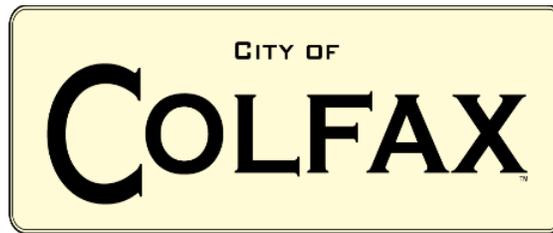
Signature \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_

**To be completed by City:**

Document No: \_\_\_\_\_





**Date: December 13, 2024**

## **REQUEST FOR PROPOSALS**

**For: Financial Services**

Submit Responses via E-Mail to:

**City of Colfax  
Attention: Amanda Ahre, City Clerk  
City.clerk@colfax-ca.gov**

Responses Must Be Received by:

**5pm – January 16, 2025**

**PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME**

# REQUEST FOR PROPOSALS

The City of Colfax seeks a consulting firm to provide financial management services. The Firm will assist the City Manager in preparing and maintaining financial records for the City. The City Manager functions as the City's Budget Officer. The Firm will advise the City Manager and staff on expenditures in accordance with the budget and consistent with Generally Accepted Accounting Principles (GAAP) for payroll, repetitive contractual obligations such as utility bills, and all other expenditures approved in the annual budget, with an average workload of 16 hours per week. *The firm and its staff will be considered independent contractors.*

To comply with State and Federal Grant requirements for reimbursement, the following language has been added: The City is an Equal Opportunity Employer and meets the requirements of Executive Order 11246, California State law and Title VI of the Civil Rights Act of 1964 as amended.

A sample of the City's Professional Services Agreement is attached to this RFP. Proposals must advise the City of any objections to any terms in the City's contract template and provide an explanation for the inability to comply with the required term(s).

## 1. SCOPE OF WORK

### 1.1 Financial Management – 75%

- Collaborate with the City Manager in the development and implementation of financial strategies that align with the City's mission, values, and long-term goals. This includes guiding the leadership team through the construction of long-term budgetary planning, cost management strategies and forecasting scenarios.
- Project management and implementation of the annual budgeting process, including managing results of budget-to-actual results throughout the year. Responsible for development of City Budget.
- Effectively communicate and present critical financial matters to the Administrative Services Officer, City Manager, and City Council members; provide strategic recommendations based on financial analysis and projections, cost identification and allocation, and revenue/expense analysis.
- Attend City Council meetings (regular and special) as requested. This is usually done remotely.
- Monitor and communicate analysis of contracts, labor, and other earned revenue projects.
- Communicate information to various stakeholders (board, donors, funders and partners).
- Providing recommendations for planning and oversight for all fiscal functions of the organization including accounting, grants administration and management, periodic reporting, budgeting, and cash flow.
- Facilitate the City Manager to Implement and track Federal Grant funds in accordance with 2 CFR Part 200 et. al.

- Work with the Administrative Services Officer to analyze and present financial reports in an accurate and timely manner; clearly communicate periodic and annual financial statements to the City Council and City Manager.
- Work with Administrative Services Officer to maintain a robust and responsive grants/contracts management system.
- Collaborate with Administrative Services Officer to maintain a robust and responsive grants/contracts management system.
- Update and implement all necessary business policies and accounting practices; improve the finance department's overall policy and procedure manual.
- Review and provide quality control to ensure accurate financial records and systems in accordance with GAAP and budget audit requirements.

## **1.2 Staff Development – 15%**

- Participate in the ongoing financial literacy development of Administrative Services Officer and City Manager, and other executive and management city staff.
- Coach and mentor Finance Staff as needed.

## **1.3 General Development – 10%**

- Collaborate with the City Manager and the Development team on long-term strategic planning aligned with the City's overall programmatic objectives and financial goals.
- Provide the Development Team with financial data for grant proposals that is current, accurate and reflective of grant objectives.
- Provide the City Manager and the Administrative Services Officer with recommendations and materials for the mid-year and annual financial reports to the City Council.
- Collaborate with the City Manager to Develop and monitor periodic reconciliation of financial reports.

## **1.4 As Needed Additional Professional Services**

Additional Professional Services may be needed beyond those provided for Financial Services. These services may be driven by peak workload periods and/or special expertise needed. The need for these services will be determined by the City Manager.

## **1.5 Requirements**

- 5+ years of experience in finance/accounting with a minimum of three (3) years demonstrated successful experience in governmental accounting.
- Experience with municipal finance.
- Familiarity with data-driven analysis and reporting.
- Experience managing budgets of \$5 - \$15 million.

- Effective writing, editing, and verbal communication skills.
- Demonstrated ability to design and implement best practices in financial and operations management.
- Solid knowledge of government organizations, GAAP standards and fund accounting.
- A track record in municipal grants management, particularly in the areas of financial reporting and compliance. Federal grants experience preferred.
- Solid understanding of contracts management and compliance.
- Demonstrated ability to consistently make accurate and clear assessments/determinations about constantly changing financial and organizational landscapes.

## **1.6 Length of Agreement**

The target start date and contract duration for the proposed services is a three-year term with an optional two-year extension.

# **2. PROPOSAL CONTENT**

Each proposal shall include sections addressing the following information in the listed order.

## **2.1 Cover Letter**

The cover letter should identify the proposer's authorized representative and provide that person's contact information.

## **2.2 Qualifications and Experience (1 page maximum)**

### **2.2.1 Company Background**

Provide a statement of qualifications for your organization, including a description of the types of services provided by your organization, a statement of the extent of experience/history providing the services requested by this RFP, and number of years in business.

### **2.2.2 References**

Provide references, including the name, title, and role of the contact person; the agency or company name, and contact information.

### **2.2.3 Required Licensing**

A copy of required licenses and other pertinent licenses should be attached to the back of the submittal. The provision of licenses does not count towards page restrictions.

## **2.3 Approach to Providing Services (1 page maximum)**

This section describes your proposed approach for meeting the services required by the City. Relevant considerations include:

- A. How you will fulfill the needs of the City described in the scope of work above.
- B. Any items from the scope of work you cannot provide
- C. The measurements/metrics/deliverables and/or assessments you will provide to allow the City to assess the services you will provide.
- D. Your plan to provide adequate staffing (including planning for absences and back- up coverage, training and monitoring, etc.)

**2.4 Fee Proposal (1 page maximum)**

Provide a fee proposal, including:

- A. The rates of the people who will perform the work (please identify any tasks to be performed by sub- consultants).
- B. All anticipated reimbursable expenses.
- C. Indication of whether travel time is billable, and how it will be calculated.
- D. Description of the key assumptions used to calculate the fees.

Generally, proposals that do not include travel time or reimbursable expenses are preferred.

**2.5 Claims and Violations against Your Organization (1 page maximum):**

List any current violations or claims against you/your organization and those that have occurred in the past five years, especially those resulting in claims or legal action against you.

**3. PROPOSAL PROCESS**

Interested consultants or firms should submit a proposal showing they are capable of performing the services requested. For example, the proposal may include demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer’s personnel.

**3.1 Timeline**

RFP Release Date	December 13, 2024
Proposal Deadline	January 16, 2025
Clarifying questions from City & Interviews if requested by the City	December 13 – December 30, 2024
City Council Authorization	February 12, 2025

**3.2 Submission Instructions**

All proposals must be delivered by email to the City Clerk in Adobe PDF Format. Proposals will not be received after

the closing date and time indicated below.

Proposal Labeling: REQUEST FOR PROPOSAL FOR CITY FINANCIAL SERVICES

Submittal Closing: Thursday, January 16, 2025, 5:00 p.m. PST

Location: City of Colfax  
 Attention: Amanda Ahre, City Clerk  
 33 S. Main Street  
 P.O. Box 702  
 Colfax, Ca 95713  
 city.clerk@colfax-ca.gov

Number of Copies: One (1) emailed electronic version must be submitted.

### **3.3 Proposal Evaluation**

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the Evaluation Committee may require a Proposer's representative to answer specific questions orally and/or in writing. The Evaluation Committee may require interviews. The criteria used as guidelines in the evaluation will include, but not be limited to, the following:

- A. Proposer qualifications and experience, including capability and experience of key personnel and experience providing financial management services to other public or private agencies
- B. Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- C. Customer service
- D. Ability to meet any required timelines or other requirements
- E. Claims and violations against responding organization or its agents
- F. References
- G. Compliance with City's RFP and contractual requirements

The Evaluation Committee may consider any other criteria it deems relevant.

### **3.4 Proposal Recommendation**

The Evaluation Committee will recommend a provider or providers to the City Manager or may recommend that all proposals be rejected. The most qualified proposer(s) will be recommended to the City Manager based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost. Ultimate acceptance or rejection of the recommended proposal(s) and execution of a contractual agreement(s) is the independent prerogative of the City, notwithstanding any recommendations made by the Evaluation Committee.

### **3.5 Notice to Proposers**

The City will notify all proposers of whether they have been selected.

### 3.6 Questions

Submit all questions relating to this RFP to Amanda Ahre, City Clerk, at the following email address:

**E-mail to:** [city.clerk@colfax-ca.gov](mailto:city.clerk@colfax-ca.gov)

**Subject Line:** Financial Management Services Proposal

**Attachment:** City of Colfax Form Professional Services Agreement

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Colfax, a municipal corporation of the State of California (“City”) and \_\_\_\_\_ (“Consultant”).

### RECITALS

A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the “Services”) subject to the terms and conditions of this Agreement.

B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Consultant agree as follows:

#### **Section 1. Services.**

Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the “Services”) to the satisfaction of the City. Consultant shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

#### **Section 2. Time of Completion.**

Consultant’s schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. Performance of the Services shall progress and conclude in accordance with the schedule set forth in Exhibit A. During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

#### **Section 3. Compensation.**

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by the City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all-inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City’s staff.

B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.

The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Consultant's relevant records pertaining to the charges.

C. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

#### **Section 4. Professional Ability; Standard of Quality.**

City has relied upon the professional training and ability of Consultant to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Consultant under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

#### **Section 5. Indemnification.**

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

#### **Section 6. Insurance.**

Without limiting Consultant's indemnification obligations provided for above, Consultant shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than A. Consultant shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Consultant has also been obtained by the subcontractor.

A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.

General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability

form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.

- B. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- C. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
  2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
  3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
  4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
  5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- D. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- E. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- F. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.

Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

### **Section 7. Subcontracts.**

Consultant may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Consultant shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

### **Section 8. Assignment.**

Consultant shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

### **Section 9. Entire Agreement.**

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

### **Section 10. Jurisdiction.**

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the Superior Court of the State of California with venue in Placer County, California.

### **Section 11. Suspension of Services.**

Upon written request by Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

### **Section 12. Termination of Services.**

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Consultant shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

Consultant's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

### **Section 13. Independent Contractor.**

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant shall submit completed W-9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

### **Section 14. Ownership of Documents.**

Within thirty (30) days after the Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

### **Section 15. Changes and/or Extra Work.**

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Consultant. Consultant expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Consultant to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

### **Section 16. Compliance with Federal, State and Local Laws.**

Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Consultant's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

### **Section 17. Retention of Records.**

Consultant and any subconsultants authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to the Services, and Consultant shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

### **Section 18. Alternative Dispute Resolution**

- A. *Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.*
- B. *Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.*
- C. *If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.*
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

### **Section 19. Severability.**

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless

amended or modified by the mutual written consent of the parties.

**Section 20. Entire Agreement; Amendment.**

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

**Section 21. Time of the Essence.**

Time is of the essence in the performance of the Services. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

**Section 22. Written Notification.**

Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City of Colfax  
33 S. Main Street  
Colfax, CA 95713

If to Consultant:

**Section 23. Execution.**

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**Section 24. Successors.** This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

**Section 25. Attorney’s Fees.** If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney’s fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY

CONSULTANT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



**TTJ CONSULTING**  
**PUBLIC FINANCE PROFESSIONAL**

# **PROPOSAL**

**REQUEST FOR PROPOSALS (RFP) FOR FINANCIAL SERVICES  
FOR THE CITY OF COLFAX (CITY) DATED DECEMBER 13, 2024**

**DECEMBER 19, 2024**

To Whom it May Concern,

This proposal is in response to the Request for Proposals (RFP) for Financial Services for the City of Colfax (City) dated December 13, 2024. We have reviewed the Scope of Work including the required experience and believe we are uniquely qualified to provide high-quality, cost-effective financial services meeting each requirement. This proposal complies with all the requirements of the RFP.

Our team consists of two California-licensed CPAs with more than 40 years of collective experience working for state and local agencies. We specialize in helping local agencies with a broad range of fiscal services including audit, accounting, budget, fiscal policies, capital improvement plans, cash-flow projections, and other fiscal services. Additionally, we have many years of experience representing agencies before Councils, Governing Boards, committees, and other public entities.

As seasoned professionals, we understand the importance of timely, high-quality deliverables. Our clients expect to receive materials that are fully vetted, accurate, and appropriate for the audience – internal or external. Much of what is produced is for the layman, so we simplify technical and complex information utilizing common terminology and visuals that assist in its interpretation.

What we've presented to you in this letter is a subset of the experience and expertise that we are offering the City. We look forward to further demonstrating our team's capacity for professionally delivering on all the City's requirements.

Sincerely,



Timothy T. Jones CPA, CPFO, PMP  
Owner, TTJ Consulting  
ttjcpa@gmail.com  
916.616.4992

## QUALIFICATIONS AND EXPERIENCE

This response is a collaboration between TTJ Consulting (primary lead) and Rob Merritt Consulting Services. Both firms are sole proprietorships licensed to do business in California. Timothy T. Jones (Tim) DBA TTJ Consulting is the principal in charge and Rob Merritt Consulting Services (Rob) is a sub-consultant of TTJ Consulting.

TTJ Consulting was established in 2022 after Tim retired from public service. The firm is in Sacramento. Rob Merritt Consulting Services was established in 2002 and is in El Dorado Hills. One individual staffs each firm.

Tim and Rob are highly skilled professionals with extensive experience collaborating with elected officials, board members, management, staff, and the public. We currently serve numerous clients with services similar to those being requested by the City.

We are highly experienced in working with local government entities. Tim was employed by the Sacramento Transportation Authority – a special district/JPA – initially as the accounting manager and subsequently as the Chief Financial Officer (CFO). Prior to working in local government, he was employed by the California State Auditor’s Office as a Senior Auditor who managed projects and teams assigned to large state-wide and local government audits requested by the State Legislature. Over the last two years, Tim has been providing consulting services to state and local government entities. Rob has been providing fiscal services specifically to local government entities over the last 20 years. Prior to his tenure as a consultant, he was an audit manager employed by KPMG.

Tim is a budget reviewer for the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award Program and is appointed by the California Board of Accountancy to serve as vice-chair of the Qualifications Committee.

## REFERENCES

**Derek Minnema**

Executive Director

Capital SouthEast Connector Authority

minnemad@saccounty.net

916.396.9523

**Kevin Bewsey**

Executive Director

Sacramento Transportation Authority

kevin@sacta.org

916.213.0126

**Ingrid Sheipline, CPA**

Managing Partner

Richardson & Company

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## APPROACH TO PROVIDING SERVICES

Tim and Rob are hands-on professionals, highly skilled in assisting small public agencies deliver timely, high quality, financial information to Councils, boards, committees, regulatory agencies, and the public. We are confidently able to provide all of the services identified in the City's RFP.

### FINANCIAL MANAGEMENT

This comprises the major portion of the work to be performed. We will develop a workplan by month and week through the end of the current fiscal year identifying each area of responsibility, tasks to perform, start and end dates, personnel involved, and whether Council action is required. We propose using an iterative approach that is revisited regularly and adjusted as needed along the way.

We will regularly provide a progress summary designed to evaluate whether the tasks/projects are on track and within scope. We will regularly identify project risks and recommend appropriate mitigation strategies.

We propose regular (weekly) team collaboration meetings as a means to ensure each members' efforts align with the City's goals and objectives. We anticipate that some/all meetings will be expanded to include Council members, board members, donors, funders, and partners. In addition, ad-hoc meetings will be recommended as needed to address specific issues.

We recognize that a structured approach as proposed above is a good starting point. However, we are accustomed to working in dynamic environments with changing needs and will work closely with management and staff to ensure the alignment of priorities and tasks.

### STAFF DEVELOPMENT

We propose conducting a needs assessment of each City executive and finance staff member to identify strengths and weaknesses in terms of financial literacy. Based on the assessments, we will determine what training is needed and if training in groups and/or one-on-one sessions would be most beneficial individually and overall. We will be available as needed for specific needs as they arise.

### GENERAL DEVELOPMENT

We will collaborate with the City's financial team to develop and implement best practices, ensuring that long-term strategic planning aligns with the City's overall programmatic objectives and financial goals.

### ADDITIONAL PROFESSIONAL SERVICES

The above services are a subset of our skills. We can provide assistance with issuing and managing debt, cash management, internal control assessment and implementation, and political/financial strategies, to name a few.

## FEE PROPOSAL

The RFP indicates that the average workload of the proposed services will be 16 hours per week. We recognize that the number of hours per week, month, and fiscal year will be dependent on the needs of the City and the efficiency of the contractor. Given the full-service Scope of Work and the understanding that the overall need and timing of services may not be fully understood until the Consultant(s) has completed an assessment of the current conditions and identified any recommended improvements, this Fee Proposal is based on an hourly rate.

Once TTJ Consulting is awarded the contract, we can discuss the potential for an hourly rate with a not-to-exceed amount. We propose that the initial contract term be through June 30, 2025 with an option for two one-year extensions. By limiting the term of the first contract to June 30, 2025, we can better determine the Scope of Work and estimated hours for FY 2025-26 and beyond. We desire a long-term relationship and view this offer as a practical way to better align the needed services with the estimated billable hours and costs in future contracts.

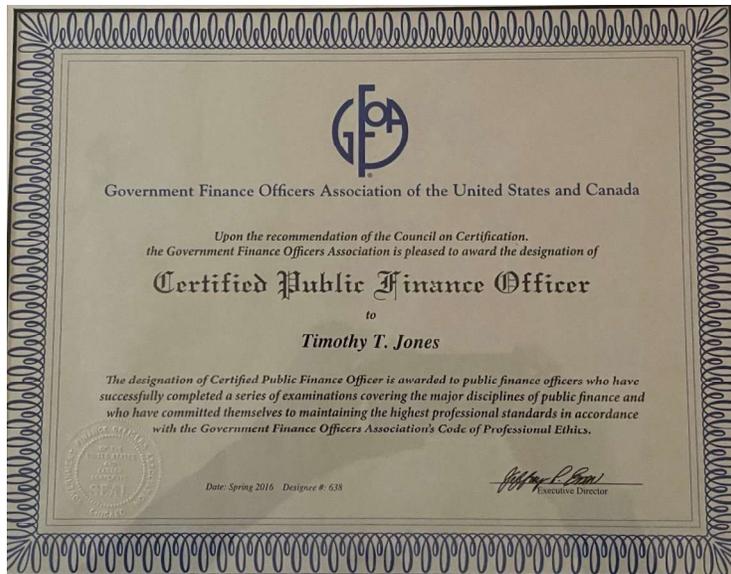
We anticipate that most of the services will be provided remotely. However, if travel is required, it will be billed at \$110 per hour (50% of the proposed hourly rate) plus the IRS mileage rate from our location to yours. Based on the Scope of Work, we are not anticipating any reimbursable expenses. However, if any arise, we will proactively communicate them to the City beforehand for consideration and approval.

**TTJ Consulting – Timothy Jones - \$220 per hour**

**Rob Merritt Consulting Services – Rob Merritt - \$220 per hour**

Since Tim and Rob are equally competent in meeting the City's needs, the hourly rate is the same for both of us.

There have been no claims or violations against TTJ Consulting or Rob Merritt Consulting Services in the past five years.





## PROFESSIONAL EXPERIENCE (CONT'.)

ACCOUNTING FINANCE MANAGER                      SACRAMENTO TRANSPORTATION AUTHORITY                      JUNE 2016—APRIL 2018

Responsible for accounting functions such as accounts receivables and payables, processing payroll, administering benefits, and reconciling bank statements. Prepared monthly, quarterly, and annual financial reports. Calculated annual escalation rates for the development fee program and developed formulaic allocation ratios for the Measure A sales tax program. Transitioned agency to cloud-based accounting software and created a simplified chart of accounts closely aligned with the agency's financial statements. Championed moving from a paper-based to paperless environment including digitizing agency historical documents into a searchable format. Eliminated a deficit administration fund balance by significantly reducing overhead costs; established a fund balance reserve consistent with GFOA guidelines, resulting in a healthy and sustainable fiscal outlook.

AUDITOR/SENIOR AUDITOR                      CALIFORNIA STATE AUDITOR                      JANUARY 2007—MAY 2016

Accrued more than 10,000 hours of financial audit experience in staff and management positions. Worked with all the State's largest agencies and programs, including large and complex IT and data systems. In addition, I have thousands of hours of performance audit experience in response to requests by the State Legislature. I was a key participant in implementing GASB 54 regarding fund balance classifications. This effort involved working closely with the State Controller's Office. I was also the office lead in the implementation of the Clarified Auditing Standards. I developed and taught governmental accounting classes for staff and management and initiated training classes on the use of the State's legacy Appropriations Control Ledger to streamline gathering supporting documentation.

PRESIDENT/SOLE SHAREHOLDER                      NATIVE CALIFORNIA LANDSCAPES, INC.                      JUNE 1979—JUNE 2004

Founded and operated 25-employee, multi-million dollar landscape construction company.

## EDUCATION

BACHELOR'S DEGREE—BUSINESS ADMINISTRATION/ACCOUNTING  
California State University, Sacramento • Cum Laude—3.63 GPA • December 2006

## LICENSURES / CERTIFICATIONS

CERTIFIED PUBLIC ACCOUNTANT (CPA)  
Attest License • California Board of Accountancy (CBA) • Issued October 2014 • Expires September 2026

CERTIFIED PUBLIC FINANCE OFFICER (CPFO)  
Certified • Government Finance Officers Association (GFOA) • Issued May 2016 • Expires June 2025

PROJECT MANAGEMENT PROFESSIONAL (PMP)  
Certified • Project Management Institute (PMI) • Issued December 2023 • Expires December 2026

DISCIPLINED AGILE SCRUM MASTER (DASM)  
Certified • Project Management Institute (PMI) • Issued August 2023 • Expires August 2026

## VOLUNTEER/COMMUNITY SERVICE

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### ADVISORY COMMITTEE MEMBER

California Board of Accountancy (Vice-Chair) • September 2018–Present

*As a Board-appointed member of the Qualifications Committee, I assist in interviewing candidates and firms for the Certified Public Accountant (CPA) license and represent the committee before the full Board of Accountancy.*

### ADVISOR TO THE SMALL GOVERNMENT FORUM

Government Finance Officers Association (GFOA) • September 2020–December 2023

*The Small Government Forum provides an opportunity for members of small governments to network and exchange information on topics unique to the demands of small government. I contributed to a quarterly newsletter and presented during a March 2021 webinar focused on professional development.*

### BUDGET REVIEWER

Government Finance Officers Association (GFOA) • August 2017–Present

*Review budgets submitted to the Distinguished Budget Presentation Award program using criteria established by the GFOA. Provide feedback for improvements.*

### POPULAR ANNUAL FINANCIAL REPORT (PAFR) REVIEWER

Government Finance Officers Association (GFOA) • January 2024–Present

*Review PAFRs submitted to the awards program using criteria established by the GFOA. Provide Feedback for improvements.*

### TREASURER

City Bible Church Sacramento • November 2018–Present

## RECOGNITIONS

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PEOPLE'S CHOICE AWARD <i>Voted by audit staff: Great Leader, Communicator, and Mentor</i>	CALIFORNIA STATE AUDITOR	2013
FINANCIAL AUDITOR OF THE YEAR AWARD <i>Exceptional contributions to the (State) Financial Audit</i>	CALIFORNIA STATE AUDITOR	2011
ENHANCING PUBLIC POLICY AWARD <i>High Speed Rail Authority business plan assessment</i>	CALIFORNIA STATE AUDITOR	2010
FRANK L. GREATHOUSE ACCOUNTING SCHOLARSHIP	GOVERNMENT FINANCE OFFICERS ASSOC.	2006