

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Trinity Burruss · Mayor Pro Tem Marnie Mendoza Councilmembers · David Ackerman · Kim Douglass · Sean Lomen

REGULAR MEETING AGENDA May 10, 2023

Regular Session: 6:00 PM

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

ZOOM at

https://us02web.zoom.us/j/87086703386

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

870 8670 3386

1 (669) 900-6833 1 (929) 205-6099 1 (253) 215-8782 1 (312) 626-6799 1 (301) 715-8592

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

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.

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

2A. Cash Summary – March 2023 (Pages 4-11)

Recommendation: Accept and File.

2B. Minutes (Pages 12-14)

Recommendation: By Motion, approve the Colfax City Council minutes of 4/12/23.



- **Professional Auditing Services Richardson & Company, LLP** (Pages 15-56) **Recommendation:** Adopt Resolution ____-2023 authorizing the City Manager to execute an agreement with Richardson & Company, LLP to provide annual audit services for the fiscal year ending June 30, 2023, with the option to extend the contract for each of four (4) subsequent years in an anticipated amount of \$152,110.
- 2D. Quarterly Investment Report Quarter ended March 31, 2023 (Pages 57-65) Recommendation: Accept and File.

*** End of Consent Calendar ***

3 AGENCY REPORTS

- **3A.** Placer County Sheriff Office
- 3B. CHP
- 3C. Placer County Fire Department/CAL FIRE
- 3D. Non-Profits
- 4 **PRESENTATION** (No Presentation)
- 5 **PUBLIC HEARING** (No Public Hearing)

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 <u>COUNCIL AND STAFF</u>

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.** Mayor Pro Tem Mendoza Resignation (Pages 66-67)
 - **Recommendation:** Discuss the process for filling the Council vacancy created by Mayor Pro Tem Mendoza's resignation and provide direction to staff.
- **8B.** Filling Temporarily Vacant Committee Assignments (Page 68-71)

Recommendation: Discuss as necessary and approve temporarily vacant committee assignments.

8C. Establishing a Private Development Service Fees Ad Hoc Committee (Page 72)

Recommendation: Discuss and establish a Private Development Service Fees Ad Hoc Committee with the goal of adopting an ordinance that allows the City to charge and collect fees for services provided to private developments.

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.

10 CLOSED SESSION

10A. Public Employment Pursuant to Government Code Section 54957. Position to be Filled: City Manager.

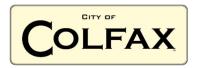
11 ADJOURNMENT

I, Marguerite Bailey, 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/

Marqueite Bailey

Marguerite Bailey, City Clerk

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



Staff Report to City Council

FOR THE MAY 10, 2023 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager

Prepared by: Laurie Van Groningen, Finance Director

Subject: Cash Summary – March 2023

Budget Impact Overview:

N/A: √ Funded: Un-funded: Amount: Fund(s):

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 March 2023. Some monthly highlights are listed below:

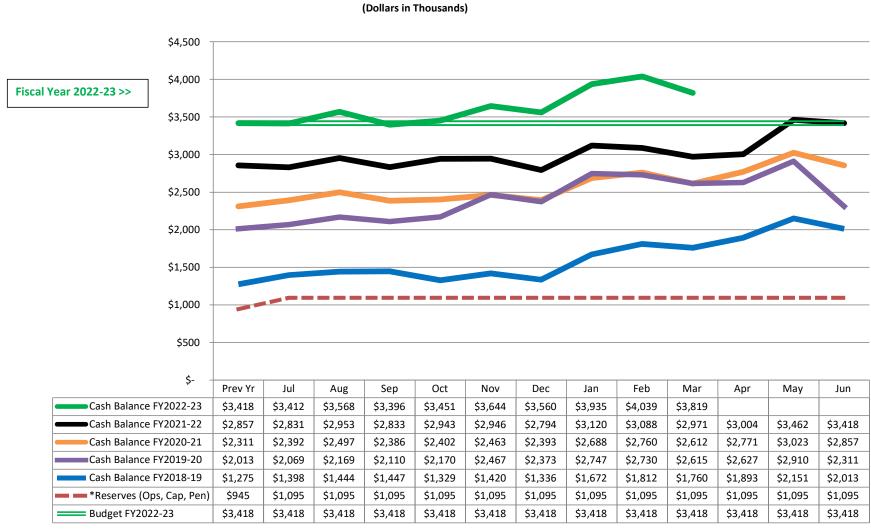
- March revenues included:
 - Allocation for Sales Tax revenues reported/paid to the State for the month of January 2023 (two-month lag).
 - o Reimbursement from the State Water Resource Control Board on the Waste Water Treatment Plant Construction Grant Project.
- March expenditures included:
 - o Quarterly payment for Sheriff services.
 - o Approved capital project expenditures expenditures on WWTP Construction Grant.
- Negative cash fund balances at the end of March are 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), City Gas Tax revenues, and a General Fund allocation. All allocations will be funded by the end of the fiscal year.
 - Fund 300 Capital Projects. This is the new project for the installation of a metal storage building at the City Corporation Yard. The project is slated to be paid for by Mitigation Fund 214 City Buildings. Funds are to be transferred at project completion.
 - Fund 358 CDBG Road Rehabilitation. This is a reimbursable grant the final funding of the grant is still pending. CDBG has approved the start date of expenditures. Any unfunded expenditures would require allocation from the General Fund.

- Fund 367 SB2 Planning Grant this is a reimbursable grant. The next reimbursement request is delayed to April based on project activity.
- Fund 376 Downtown Streetscape This project is primarily (89%) funded with grant funds on a reimbursement basis. Reimbursement requests are expected to be submitted on a quarterly basis. The balance of funding (11%) will be a City General Fund match.
- Fund 378 Zoning Code Update. This project is 100% funded with grant funds on a reimbursement basis. Reimbursement requests are expected to be submitted on a quarterly basis. The next reimbursement request is pending project activity.
- Fund 575 WWTP Construction Grant. This is a reimbursable grant. Reimbursement requests are scheduled to be submitted quarterly. A reimbursement request for quarter ended December 31st was received in March and a new reimbursement request (#5) was submitted in March.
- Fund 577 Capital Projects. This is the new project for the installation of a metal storage building at the Waste Water Treatment Plant. The project is slated to be paid by Fund 564 Sewer Connection Fees. Funds to be transferred at project completion.
- Anticipated revenues/expenditures for April include:
 - o Revenues
 - Allocation for Sales Tax revenues reported/paid to the State for the month of February 2023 (two-month lag).
 - Expenditures
 - Approved capital project expenditures.

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 2023 General Fund Reserved Cash Analysis



City of Colfax **Cash Summary** March 31, 2023

	Balance 02/28/23	Revenues In*		Expenses Out*			Transfers	Balance 03/31/2023	
US Bank	\$ 330,121.09	\$	888,112.43	\$	(729,030.49)	\$	(350,000.00)	\$	139,203.03
LAIF	\$ 8,366,719.90	\$	-	\$	-	\$	350,000.00	\$	8,716,719.90
Total Cash - General Ledger	\$ 8,696,840.99	\$	888,112.43	\$	(729,030.49)	\$	-	\$	8,855,922.93
Petty Cash (In Safe)	\$ 300.00							\$	300.00
Total Cash	\$ 8,697,140.99	\$	888,112.43	\$	(729,030.49)	\$	-	\$	8,856,222.93

Change in Cash Account Balance - Total

159,081.94

Attached Reports:

1. Cash Transactions Report (By Individual Fund)

	\$ 159,081.94	\$
Voided Checks/Reissues	\$ 1,555.13	
LAIF Interest	\$ -	
Utility Billings - Receipts	\$ 213,581.72	
Payroll Checks and Tax Deposits	\$ (79,941.74)	
Cash Receipts	\$ 656,268.82	
Check Register Report (Accounts Payable)	\$ (632,381.99)	

^{*}Does not include transfers between funds

Prepared by: Laurie Van Groningen, Finance Director

Laurie Van Groningen, Finance Director

Reviewed by: Wes Heathcock, City Manager
Wes Heathcock, City Manager

City of Colfax Cash Transactions Report - March 2023

Earl Torre Add Organi Earl Harrison d		Beginning Balance		Debit Revenues	(E	Credit (xpenditures)		Ending Balance
Fund Type: 1.11 - General Fund - Unassigned Fund: 100 - General Fund	Φ	2 077 450 75	Φ	64 252 02	Φ	(200 742 70)	φ	2 620 762 00
	\$	3,877,152.75	\$	61,353.83 31,974.69	\$	(309,743.78)		3,628,762.80
Fund: 120 - Land Development Fees	\$	154,011.89	\$	31,974.09	\$	(2,845.25)	Φ \$	183,141.33
Fund: 200 - Cannabis Application Fund Type: 1.11 - General Fund - Unassigned	<u>\$</u>	7,424.99 4,038,589.63	\$ \$	93,328.52	\$ \$	(312,589.03)	<u>Φ</u>	7,424.99 3,819,329.12
rund Type. 1.11 - General Fund - Unassigned	<u> </u>	4,030,309.63	Ψ	93,320.52	Ψ	(312,569.03)	Ψ	3,019,329.12
Fund Type: 1.14 - General Fund - Restricted								
Fund: 205 - Escrow Funds	\$	39,737.00	\$	_	\$	_	\$	39,737.00
Fund: 571 - AB939 Landfill Diversion	\$	23,317.26	\$	_	\$	_	\$	23,317.26
Fund: 572 - Landfill Post Closure Maintenance	\$	798,337.89	\$	_	\$	(6,241.56)	\$	792,096.33
Fund Type: 1.14 - General Fund - Restricted	\$	861,392.15		-	\$, ,	\$	855,150.59
7,		,			•	χ-,,		,
Fund Type: 1.24 - Special Rev Funds - Restrict	ed							
Fund: 202 - ARPA American Rescue Plan Act	\$	-	\$	-	\$	-	\$	-
Fund: 210 - Mitigation Fees - Roads	\$	142,711.22	\$	-	\$	-	\$	142,711.22
Fund: 211 - Mitigation Fees - Drainage	\$	5,454.54	\$	-	\$	-	\$	5,454.54
Fund: 212 - Mitigation Fees - Trails	\$	75,774.56	\$	-	\$	-	\$	75,774.56
Fund: 213 - Mitigation Fees - Parks/Rec	\$	194,055.66	\$	-	\$	-	\$	194,055.66
Fund: 214 - Mitigation Fees - City Bldgs	\$	102,364.44	\$	-	\$	-	\$	102,364.44
Fund: 215 - Mitigation Fees - Vehicles	\$	22,356.21	\$	-	\$	-	\$	22,356.21
Fund: 217 - Mitigation Fees - DT Parking	\$	43,765.30	\$	-	\$	-	\$	43,765.30
Fund: 218 - Support Law Enforcement	\$	16,769.32	\$	13,439.91	\$	(25,000.00)	\$	5,209.23
Fund: 244 - CDBG Program Inc - ME Lending	\$	2,000.00	\$	-	\$	-	\$	2,000.00
Fund: 250 - Streets - Roads/Transportation	\$	(61,286.97)	\$	65.55	\$	(35,337.11)	\$	(96,558.53)
Fund: 253 - Gas Taxes	\$	57,490.89	\$	4,621.96	\$	(1,342.35)	\$	60,770.50
Fund: 258 - Road Maintenance - SB1/RSTBG	\$	193,595.14	\$	3,624.51	\$	-	\$	197,219.65
Fund: 270 - Beverage Container Recycling	\$	19,315.03	\$	-	\$	-	\$	19,315.03
Fund: 280 - Oil Recycling	\$	3,808.49	\$	-	\$	-	\$	3,808.49
Fund: 290 - SB1383 Implementation Grant	\$	20,400.65	\$	-	\$	-	\$	20,400.65
Fund: 292 - Fire Department Capital Funds	\$	94,312.37	\$	-	\$	-	\$	94,312.37
Fund: 342 - Fire Construction - Mitigation	\$	76,923.55	\$	-	\$	-	\$	76,923.55
Fund: 343 - Recreation Construction	\$	76,924.03	\$	-	\$	-	\$	76,924.03
Fund: 367 - SB2 - Planning Grant	\$	(49,612.36)	\$	17,130.73	\$,	\$	(36,564.18)
Fund: 376 - Downtown Streetscape	\$	(28,877.47)	\$	25,933.17	\$	(5,687.76)	\$	(8,632.06)
Fund: 378 - Zoning Code Update	\$	(36.05)	\$	-	\$	-	\$	(36.05)
Fund Type: 1.24 - Special Rev Funds - Restrict	\$	1,008,208.55	\$	64,815.83	\$	(71,449.77)	\$	1,001,574.61
Fund Type: 1.34 - Capital Projects - Restricted			•		•	(0.744.05)	•	(0.744.05)
Fund: 300 - GF Capital Projects	\$ •	(00.004.04)	\$ ^	-	\$	(3,744.25)		(3,744.25)
Fund: 358 - CDBG Pavement	\$	(92,621.34)		-	\$	- (0.744.05)	\$	(92,621.34)
Fund Type: 1.34 - Capital Projects - Restricted	<u> </u>	(92,621.34)	\$	-	\$	(3,744.25)	\$	(96,365.59)
Fund Type: 2.11 - Enterprise Funds								
Fund: 560 - Sewer	Ф	1 750 100 00	\$	127.050.20	Ф	(120 100 04)	Ф	1,761,885.19
Fund: 560 - Sewer Fund: 561 - Sewer Liftstations	\$	1,752,123.83 709,218.61	φ \$	137,950.20 21,358.55	\$	(128,188.84) (25,062.74)		705,514.42
Fund: 563 - Wastewater Treatment Plant	\$	886,343.20	φ \$	61,030.79	\$ \$	(460.60)		946,913.39
Fund: 564 - Sewer Connections	\$	321,774.88	φ \$			(400.00)	φ \$	321,774.88
Fund: 575 - WWTP Construction Grant	\$ \$	•		- 509,267.00	\$ \$	- (156,806.70)		(461,442.63)
		(813,902.93)		509,207.00	- 1			
Fund: 577 - Capital Projects Fund: 585 - LS #5 Force Main Repairs	\$ \$	- 22,675.75	\$ \$	-	\$ \$	(1,811.25) (22,675.75)		(1,811.25)
Fund Type: 2.11 - Enterprise Funds - Unassign		2,878,233.34	\$	729,606.54	\$		\$	3,272,834.00
i and Typo. Z. i i - Enterprise i unus - Onassign	Ψ_	<u> </u>	Ψ	123,000.04	Ψ	(555,555.55)	Ψ	J,212,004.00
Fund Type: 9.0 - CLEARING ACCOUNT								
Fund: 998 - PAYROLL CLEARING FUND	\$	3,038.66	\$	361.54	\$	_	\$	3,400.20
Fund Type: 9.0 - CLEARING ACCOUNT	\$	3,038.66	\$	361.54	\$	_	\$	3,400.20
· ····································		2,000.00		0004			-	<u> </u>
Grand Totals:	\$	8,696,840.99	\$	888,112.43	\$	(729,030.49)	\$	8,855,922.93
	_							

Check Register Report

AP Checks March 2023

Date: 04/05/2023 Time: 2:01 pm

CITY OF COLFAX BANK: US BANK Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK	Checks							
59135	03/06/23	Reconciled		03/31/23	03141	CALPERS	HEALTH PREMIUMS MAR 2023	14,160.85
59136	03/02/23	Reconciled		03/31/23	1161	49ER WATER SERVICES	BIOASSAY TESTING FEB 2023	8,448.00
59137	03/02/23	Reconciled		03/31/23	1445	AMERICAN RIVER MACHINE	SEWER PARTS RPR	300.00
59138	03/02/23	Reconciled		03/31/23	01448	AMERIGAS - COLFAX	DEPOT PHONE	278.32
59139	03/02/23	Reconciled		03/31/23	01448	AMERIGAS - COLFAX	SHERIFF PROPANE	513.62
59140		Reconciled		03/31/23	01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	198.24
59141		Reconciled		03/31/23	01448	AMERIGAS - COLFAX	DEPOT PROPANE	197.18
59142		Reconciled		03/31/23		ANDERSON'S SIERRA	SCHOLTZ CULVERT RPR	724.12
59143		Reconciled		03/31/23	01500	ANDERSON'S SIERRA	CULVER ST DRAIN RPR	303.12
59144		Reconciled		03/31/23	01500	ANDERSON'S SIERRA	SCHOLTZ RPR/DEPOT IRRIGATION	275.14
59145		Reconciled			1550	APPLIED LANDSCAPE	PLAYGROUND BARK	7,121.11
39143	03/02/23	Reconclied		03/31/23	1550	MATERIALS	PLATGROUND BARK	7,121.11
59146	03/02/23	Reconciled		03/31/23	01650	AQUA SIERRA CONTROLS INC.	SCADA RPRS	849.90
59147	03/02/23	Reconciled		03/31/23	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS JAN 2023	6,660.00
59148	03/02/23	Reconciled		03/31/23	03128(2)	CALIFORNIA RURAL WATER ASSOC	WWTP ANNUAL MEMBERSHIP	709.00
59149	03/02/23	Reconciled		03/31/23	3425	CINTAS	UNIFORM SVCS JAN 2023	636.60
59150	03/02/23	Reconciled		03/31/23	04592	DACOMM	WWTP INTERNET	103.45
59151	03/02/23	Reconciled		03/31/23	04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE MAR 2023	444.96
59152		Reconciled		03/31/23	4584	DRAFFEN, JOSEPH	BOOT ALLOWANCE	275.00
59153		Reconciled		03/31/23	05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	12,428.67
59154	03/02/23	Reconciled		03/31/23	6203	FENNEMORE WENDEL	LEGAL MATTER	2,337.50
59155		Reconciled			14859	GHD INC.	ENG SVCS JAN 2023	17,518.50
59156		Reconciled		03/31/23	7560	ADRIENNE GRAHAM	WWTP ENVIRONMENTAL	1,752.50
59157		Reconciled		03/31/23		GRAINGER	WWTP SUPPLIES	28.76
59158		Reconciled		03/31/23		GRAINGER	WWTP SUPPLIES	405.71
59159		Reconciled		03/31/23	08050	HACH COMPANY	WWTP SUPPLIES	969.54
59160		Reconciled			08159	HILL BROTHERS CHEMICAL	WWTP CHEMICALS	10,534.16
						CO.		•
59161		Reconciled		03/31/23	08660	HUNT AND SONS, INC.	FUEL	677.04
59162		Reconciled		03/31/23	09540	INTERSTATE SALES	CRACK FILLER	179.54
59163	03/02/23	Reconciled		03/31/23	10796	KAESER COMPRESSORS	WWTP MOTOR RPR	2,234.00
59164		Reconciled		03/31/23	23101	LARRY WALKER ASSOCIATES	NPDES PERMIT JAN 2023	843.50
59165	03/02/23	Reconciled		03/31/23	12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING JAN 2023	1,702.35
59166	03/02/23	Reconciled		03/31/23	12564	LORANG BROTHERS CONSTRUCTION	LS 5 RPR RETENTION	22,675.75
59167	03/02/23	Reconciled		03/31/23	14356	NORTHERN CALIFORNIA GLOVE	PW GLOVES	257.62
59168	03/02/23	Reconciled		03/31/23	16010	PALMER, DOMINIC	GRADE II TEST REIMBURSEMENT	155.00
59169	03/02/23	Reconciled		03/31/23	16300	PCWA -PLACER COUNTY	WATER	853.01
59170	03/02/23	Reconciled		03/31/23	16161	PLACER COUNTY EXECUTIVE OFFICE	Q1 22/23 FIRE SVC INCREASE	1,125.00
59171	03/02/23	Reconciled		03/31/23	21500	USA BLUE BOOK, INC	WWTP SUPPLIES	93.52
59172	03/02/23	Reconciled		03/31/23	22240	VULCAN MATERIALS COMPANY	ASPHALT	184.47
59173	03/02/23	Reconciled		03/31/23	23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	64.67
59174	03/02/23	Reconciled		03/31/23	23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
59175	03/02/23	Reconciled		03/31/23		WAXIE SANITARY SUPPLY	PW SUPPLIES	395.75
59176	03/02/23	Reconciled		03/31/23		WAXIE SANITARY SUPPLY	PW SUPPLIES	84.78
59177	03/10/23				1131	ABC	PCCOA DINNER LICENSING	75.00
59178		Reconciled		03/31/23		ALHAMBRA & SIERRA	WATER	21.46
59179		Reconciled		03/31/23		SPRINGS AMERIGAS - COLFAX	DEPOT PROPANE	108.44
59179	03/10/23			33/01/20	01440	APWA	ANNUAL MEMBERSHIP 23/24	239.00
59181		Reconciled		03/31/23		AT&T MOBILITY	CITY CELL PHONES FEB 2023	870.05
59182		Reconciled		03/31/23		BIG BRAND TIRE & SERVICE		2,907.79
J3 10Z	00/10/23	1 COUNTINE		00/01/20	2013	DIS DIVAIND TIME & SERVICE	I W VEHICLE CHAINS	۷.۱۵۳.۱۶

AP Checks March 2023

Date: 04/05/2023 Time: 2:01 pm

 CITY OF COLFAX
 BANK: US BANK
 US BANK
 2:01 pm

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
	K Checks							
59183	03/10/23	Reconciled		03/31/23	3425	CINTAS	UNIFORM SVCS FEB 2023	703.92
59184	03/10/23	Reconciled		03/31/23	3468	CIVICWELL	DOWNTOWN STREETSCAPE JAN 20	23 5,687.76
59185		Reconciled		03/31/23	3494	COLANTUONO, HIGHSMITH &	LEGAL MATTER	11,447.00
59186	03/10/23	Printed			3507	COLFAX ELEMENTARY SCHOOL	PCCOA DINNER VENUE	227.50
59187	03/10/23	Reconciled		03/31/23	03558	COLFAX SMOG & AUTO REPAIR	PW BRAKES	350.32
59188	03/10/23	Printed			4591	DUSTY WEBS	CITY HALL/DEPOT CLEANING	225.00
59189	03/10/23	Reconciled		03/31/23	06278	FRONTIER COMMUNICATIONS	WWTP PHONE	253.25
59190	03/10/23	Reconciled		03/31/23	07570	GRAINGER	WWTP SUPPLIES	27.69
59191	03/10/23	Reconciled		03/31/23	07570	GRAINGER	WWTP HOIST	311.00
59192	03/10/23	Reconciled		03/31/23	08170	HILLS FLAT LUMBER CO	SUPPLIES	895.91
59193	03/10/23	Reconciled		03/31/23	08501	HOME DEPOT CREDIT SERVICES	SUPPLIES	168.27
59194	03/10/23	Reconciled		03/31/23	08660	HUNT AND SONS, INC.	FUEL	1,215.72
59195	03/10/23	Reconciled		03/31/23	8661	HYDROCOMPLIANCE	WWTP MONTHLY QSP/NOI	2,100.00
59196	03/10/23	Reconciled		03/31/23	09455	INLAND BUSINESS SYSTEMS	COPY MACH LEASE Q3 22/23	5.63
59197		Reconciled		03/31/23	11130	KRUGER, INC.	WWTP RPR	2,681.25
59198	03/10/23	Reconciled		03/31/23	12200	LEAGUE OF CALIFORNIA	2023 LOCAL ROADS ASSESSMENT	200.00
59199	03/10/23	Reconciled		03/31/23	13263	MID-SIERRA TOWING	PW VEHICLE TOW	196.66
59200	03/10/23	Printed			18400	NAPA AUTO PARTS	SUPPLIES	481.50
59201	03/10/23	Reconciled		03/31/23	20092	PAMELA BIERY-WINKS	PUBLIC OUTREACH CONSULTANT	600.00
59202		Reconciled		03/31/23	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS FEB 2023	11,771.95
59203	03/10/23	Reconciled		03/31/23	16040A	PITNEY BOWES	POSTAGE MACH LEASE 22/23	167.84
59204	03/10/23	Reconciled		03/31/23	16170	PLACER COUNTY FLOOD CONTROL	ANNUAL CONTRIBUTION FY 22/23	2,378.00
59205	03/10/23	Reconciled		03/31/23	16200	PLACER COUNTY SHERIFF DEPT.	SHERIFF CONTRACT Q3 22/23	218,362.00
59206	03/10/23	Reconciled		03/31/23	19037	SAFE SIDE SECURITY	BALLPARK ANNUAL LICENSING	180.00
59207	03/10/23	Reconciled		03/31/23	19037	SAFE SIDE SECURITY	CORP YARD SECURITY MAR 2023	155.00
59208	03/10/23	Reconciled		03/31/23	19037	SAFE SIDE SECURITY	WWTP SECURITY MAR 2023	95.00
59209	03/10/23	Reconciled		03/31/23	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	129.52
59210	03/10/23	Reconciled		03/31/23	19743	WILLIAM STOCKWIN	COLFAX CONN EDITING MAR 2023	300.00
59211	03/10/23	Reconciled		03/31/23	20553	TROJAN TECHNOLOGIES GROUP	WWTP SUPPLIES	2,232.94
59212	03/10/23	Reconciled		03/31/23	21560	US BANK CORPORATE PMT SYSTEM	SUPPLIES	2,159.84
59213	03/10/23	Reconciled		03/31/23	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS FEB 2023	5,723.75
59214	03/10/23	Reconciled		03/31/23	22116	VIKING STEEL STRUCTURES	CORP YARD METAL BLDG	5,555.50
59215	03/10/23	Reconciled		03/31/23	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	228.17
59216	03/10/23	Reconciled		03/31/23	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	19.07
59217	03/10/23	Reconciled		03/31/23	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	38.58
59218	03/10/23	Reconciled		03/31/23	23450	WINNER CHEVROLET, INC.	PW VEHICLE BRAKE RPR	202.98
59219	03/10/23	Reconciled		03/31/23	23451	WOOD RODGERS	SSMP UPDATE JAN 2023	230.00
59220	03/27/23	Reconciled		03/31/23	01448	AMERIGAS - COLFAX	DEPOT PROPANE	422.16
59221	03/27/23	Reconciled		03/31/23	01448	AMERIGAS - COLFAX	DEPOT PROPANE	244.53
59222	03/27/23	Reconciled		03/31/23	01448	AMERIGAS - COLFAX	DEPOT PROPANE	233.30
59223	03/27/23	Reconciled		03/31/23	01500	ANDERSON'S SIERRA	BELT PRESS PARTS	76.65
59224	03/27/23	Reconciled		03/31/23	1491	ATI RESTORATION, LLC	FIRE STATION MOLD INSPECTION	1,656.00
59225	03/27/23	Reconciled		03/31/23	03401	CHOICE BUILDER	PREMIUMS APR 2023	601.68
59226	03/27/23	Printed			03482	CLEAR PATH LAND EVOLVEMENT,	I&I SEWER EASEMENTS	4,800.00
59227	03/27/23	Printed			04592	DACOMM	WWTP INTERNET	103.45
59228	03/27/23	Printed			4591	DUSTY WEBS	CITY HALL/DEPOT CLEANING	225.00
59229	03/27/23	Printed			06424(2)	FLO-LINE TECHNOLOGY, INC	WWTP PUMP RPR	6,689.56
59230	03/27/23	Printed			7291	GLADWELL GOVERNMENTAL	RECORDS RETENTION	700.00
						SERVICES		10

Check Register Report

AP Checks March 2023

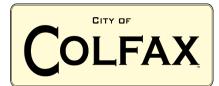
Date: 04/05/2023 Time: 2:01 pm

 CITY OF COLFAX
 BANK: US BANK
 US BANK
 2:01 pm

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BAN	K Checks							
59231	03/27/23	Reconciled		03/31/23	07460	GOLD MOUNTAIN CALIFORNIA	AUDITING RFP NOTICE	327.70
59232	03/27/23	Printed			07570	GRAINGER	WWTP SUPPLIES	722.35
59233	03/27/23	Printed			07570	GRAINGER	BALLPARK RESTROOM DOOR	281.66
59234	03/27/23	Reconciled		03/31/23	08070	HANSEN BROS. ENTERPRISES	SAND BAGS SAND	134.49
59235	03/27/23				08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	1,825.50
59236	03/27/23				8501	HOLT RENEWABLES	WWTP SOLAR PROGRESS MAR 23	115,786.70
59237	03/27/23	Reconciled		03/31/23	08660	HUNT AND SONS, INC.	FUEL	1,475.89
59238	03/27/23	Printed			8661	HYDROCOMPLIANCE	MONTHLY QSP SERVICES	1,800.00
59239	03/27/23				12232	LISA QUIRK	REFUND OF UB OVERPAYMENT	1,358.47
59240		Reconciled				NORTHERN CALIFORNIA GLOVE	PW GLOVES	67.21
59241	03/27/23	Reconciled		03/31/23	14356	NORTHERN CALIFORNIA GLOVE	PW GLOVES	119.63
59242	03/27/23	Reconciled		03/31/23	16035	PG&E	ELECTRICITY	19,118.66
59243		Reconciled		03/31/23	16052	PLACEWORKS	GEN PLAN/HOUSING ELEM FEB 2023	4,082.55
59244		Reconciled		03/31/23	16821	PSOMAS	WWTP CONST INSPECTION JAN 23	16,680.00
59245	03/27/23	Reconciled		03/31/23	18089	RAMOS OIL INC.	WWTP GEN DIESEL	1,037.70
59246	03/27/23	Reconciled		03/31/23	18119	RDO EQUIPMENT CO.	VACTRON RPR	14,717.04
59247	03/27/23	Printed			18193	RECOLOGY AUBURN PLACER	FY 22/23 TAX TEETER 55%	4,485.38
59248	03/27/23	Reconciled		03/31/23	18593	RUDY SCHROEDER	FLAGGER TRAINING	400.00
59249	03/27/23	Printed			19474	SIMPSON & SIMPSON	SNOW PLOWING	13,982.50
59250	03/27/23	Printed			21500	USA BLUE BOOK, INC	WWTP SUPPLIES	578.12
59251	03/27/23	Printed			22240	VULCAN MATERIALS COMPANY	ASPHALT	154.06
59252	03/27/23	Reconciled		03/31/23	23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	64.67
59253	03/27/23	Printed			23301	WESTERN PLACER WASTE	SLUDGE REMOVAL FEB 2023	865.84
59254	03/27/23	Reconciled		03/31/23	23450	WINNER CHEVROLET, INC.	PW VEHICLE MIRROR RPR	243.33
59255	03/27/23	Reconciled		03/31/23	23450	WINNER CHEVROLET, INC.	PW VEHICLE RPR	286.17
59256	03/27/23	Reconciled		03/31/23	23450	WINNER CHEVROLET, INC.	PW VEHICLE RPR	356.43
59257	03/27/23	Reconciled		03/31/23	23451	WOOD RODGERS	WWTP CONST GRANT JAN 2023	13,887.50
					Total Checks	s: 123 Chec	ks Total (excluding void checks):	632,381.99

Total Payments: 123 Bank Total (excluding void checks): 632,381.99

Total Payments: 123 Grand Total (excluding void checks): 632,381.99



City Council Minutes

Regular Meeting of Colfax City Council Wednesday, April 12, 2023

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

1 <u>CLOSED SESSION</u> (No Closed Session)

OPEN SESSION

2

- 2A. Call Open Session to Order Mayor Burruss called the open session to order at 6:01 pm
- **2B.** Report from Closed Session No Closed Session
- 2C. Pledge of Allegiance
- 2D. Roll Call

Present: Councilmember Lomen, Councilmember Ackerman, Councilmember Douglass, and Mayor Burruss

Absent: Mayor Pro Tem Mendoza

2E. Approval of the Agenda Order

By MOTION, accept the agenda as presented.

MOTION made by Councilmember Lomen and seconded by Councilmember Ackerman, and approved unanimously.

3 <u>CONSENT CALENDAR</u>

3A. Cash Summary – February 2023

Recommendation: Accept and File.

3B. Minutes

Recommendation: By Motion, approve the Colfax City Council minutes of 3/8/23.

3C. Schedule of Activities for Collecting Delinquent Sewer and Garbage Charges on Annual Tax Rolls

Recommendation: Information Only.

3D. Quarterly Sales Tax Analysis – Quarter Ended December 31, 2022

Recommendation: Accept and File.

3E. Sewer Rate Study Agreement – Hansford Economic Consulting

Recommendation: Adopt Resolution -2023 authorizing the City Manager to execute an agreement with Hansford Economic Consulting to conduct a sewer rate study in an amount not to exceed \$32,978.

By MOTION, approve the consent calendar.

MOTION made by Councilmember Ackerman and seconded by Councilmember Lomen, and unanimously approved.

4 AGENCY REPORTS

- **4A. Placer County Sheriff's Office** Sergeant Kevin Griffiths, Colfax Station Commander provided an overview of recent City responses and spoke about increased swift water dangers in the rivers due to the snow melt.
- **4B. CHP** Public Information Officer Jason Lyman provided information about using caution regarding snow melting across the freeway and the potential for hydroplaning.

- 4C. Placer County Fire/CALFIRE Assistant Chief Bob Counts provided response statistics for March and went over the mudslide incident and described the unified command and the support that was utilized. He stated that annual hand crew certification was coming up on 4/25 and 4/26.
- **4D. Non-Profits** Foxey McCleary with the Lions Club announced the Cruise and Art Walk on May 19th from 4-7 pm. She also announced that the Art Walk would be free for artists and held on June 16, July 21, August 18, and September 15. She promoted the VFW pancake breakfast held on the second Sunday of the month. Councilmember Douglass spoke for the Colfax Area Chamber of Commerce and stated that there were some mixers happening for new businesses such as Sunny Rose, a new boutique opening up in town.

5 **PRESENTATION**

5A. Local Control Accountability Plan for Colfax Elementary School District

Presentation By: Superintendent Andy Giannini, Ed.D

Recommendation: Receive the plan and discuss as appropriate.

The plan was described with benchmarks and goals for the school to look ahead to, such as reducing classroom sizes and reducing barriers to participating in sports. Councilmember Douglass asked about the budget and procurement of musical instruments.

5B. Annual Bianchini Update

Presentation: By: Otis Wollan

Recommendation: Receive the 2022 Update.

The item was presented by Bianchini Treasurer Otis Wollan. Mayor Burruss asked for clarification on business expenditures for Sierra Vista Community Center and partitionment from the fund.

5C. Mayor Burruss recused herself for Item 5C.

SB 1383 Jurisdiction Procurement

Presentation By: Kristin Kolpitcke

Recommendation: Receive the presentation.

Legislative and Regulatory Affairs Manager, Kristen Kolpitcke with Pioneer Community Energy provided a presentation on how the City of Colfax could maintain compliance with SB 1383 and discussed approximate costs. City Manager Heathcock spoke about the challenges of the bill and the benefits of the program. He also introduced Pioneer Executive Director Don Eckert.

6 <u>PUBLIC HEARING</u> (No Public Hearing)

7 PUBLIC COMMENT

Tom Parnham praised Paloma Yoga Studio, asked for an update on the Historic Hotel, asked if meetings could be broadcast on the public access channel, and lastly spoke about potholes. Tim Dion spoke about a delivery service that was offering to provide delivery service for commercial cannabis retailers and about the illegal cannabis market, he mentioned there was grant funding for cannabis retailers becoming available.

COUNCIL AND STAFF

8

- 8A. Committee Reports and Colfax Informational Items All Councilmembers Councilmember Douglass provided an update from Project Go and stated that there is money available. Mayor Burruss described her desire to connect the theater and the school together and to allow the school Council to use the Chambers at their next meeting. Mayor Burruss asked for an update on cable and proposed implementing illusion speed bumps in the future.
- 8B. City Operations Update City Manager City Manager Heathcock explained that the CDBG Road improvement project was being awarded in the first cycle. He described the scope of the project. He then provided an update on the Colfax Hotel and stated that it had qualified as a historical building and therefore was exempt from some criteria, such as an elevator requirement.

9 <u>COUNCIL BUSINESS</u>

9A. Private Development Service Fees

Recommendation: Discuss private development service fees and provide direction to staff. The item was discussed and Council agreed to bring forward the proposal of an Ad Hoc Committee on the next agenda. Tom Parnham asked for clarification on the description of the item.

10 GOOD OF THE ORDER

Foxey McCleary stated that the Rainbow Music owner would like to work with the Theater. Councilmember Lomen announced the Bear River Clean-Up Day 10 am – 2 pm. Councilmember Douglass explained there would be a quarterly talk at the Train Museum and a chance to chat about global events or play chess on Wednesday mornings at TJs from 9-11 am. Mayor Burruss explained a need to fill committee vacancies and Council decided to bring back the item at the next meeting. The Skate Park Ad Hoc meeting was postponed until May.

11 ADJOURNMENT

As there was no further business on the agenda, Mayor Burruss adjourned the meeting, by motion and without objection at 7:30 pm. Respectfully submitted to City Council this 10th day of May, 2023.

Marguerite Bailey, City Clerk



Staff Report to City Council

FOR THE MAY 10, 2023, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager

Prepared by: Laurie Van Groningen, Finance Director

Marguerite Bailey, City Clerk

Subject: Professional Auditing Services – Richardson & Company, LLP

Budget Impact Overview:

N/A: | Funded: √ | Un-funded: | Amount: \$152,110 | Fund(s): 100, 250, 560/561

RECOMMENDED ACTION: Adopt Resolution ___-2023 authorizing the City Manager to execute an agreement with Richardson & Company, LLP to provide annual audit services for the fiscal year ending June 30, 2023, with the option to extend the contract for each of four (4) subsequent years in an anticipated amount of \$152,110.

Summary/Background

The City of Colfax is committed to providing the public and its constituents with complete and accurate financial reporting. The City engages an independent auditing firm to perform professional audit services on an annual basis. The services provided include:

- 1. Audit of the Government-Wide Financial Statements in conformity with generally accepted accounting principles and issue an opinion thereon.
- 2. Test compliance with the Single Audit Act as amended in 1996, and applicable laws and regulations.
- 3. Prepare memorandum on Internal Control Structure and Management Letter
- 4. Test compliance with Proposition 111, Article XIII.B Review of Appropriation Limit Calculations.
- 5. Preparation of Annual Financial Transactions Report to the state controller by due date
- 6. Assist the City with calculating its share of the net pension liability deferred inflows and deferred outflows since CalPERS is not providing separate employer amounts.
- 7. Other services as required.

The contract with the current independent auditing firm (Richard & Company, LLP) expired with the services provided for the fiscal year ended June 30, 2022. Richardson & Company has served as the City's auditors for the past sixteen years and has performed well. In keeping with good business practices of periodically soliciting for auditing services, City staff issued a Request for Proposals (RFP) for professional audit services in March 2023. The RFP was:

- Issued to a mail list compiled from previous RFP's and local search of firms,
- Advertised on the City Website, and
- Advertised in the Auburn Journal on 3/18/23 and 3/25/23.

The City received only one proposal which was from the existing auditing firm. The selection committee reviewed the proposal and found it to be acceptable and within budget.

Fiscal Impacts

Not to exceed fee estimates by fiscal year are as follows:

	Fiscal Year		Fiscal Year		Fiscal Year		Fiscal Year		Fiscal Year		Total	
	202	23/2024	2024/2025		2025/2026		2026/2027		2027/2028			Total
City-Wide Audit	\$	20,300	\$	21,100	\$	21,900	\$	22,800	\$	23,800	\$	109,900
Single Audit *	\$	4,800	\$	5,000	\$	5,200	\$	5,450	\$	5,700	\$	26,150
State Controller's Report	\$	2,960	\$	3,100	\$	3,200	\$	3,300	\$	3,500	\$	16,060
Total	\$	28,060	\$	29,200	\$	30,300	\$	31,550	\$	33,000	\$	152,110
Additional Single Audit *	\$	3,500	\$	3,650	\$	3,800	\$	4,000	\$	4,200		
Hourly Rates	\$6	5-\$200	\$6	55-\$200	\$6	55-\$200	\$6	55-\$210	\$6	65-\$210		

^{*} Single program/project audits to be completed only as required (>\$750K in Federal Funding expanded per program in a fiscal year). Estimates are based on one single audit per year – additional single audits are to be charged at an additional single audit fee listed.

The recently adopted budget for fiscal years 2022-2023 and 2023-2024 included \$30,000 annually for professional audit services. The budget is allocated to the following funds:

Fund 100 – General Fund Fund 250 – Transportation/Streets & Roads Fund 560/561 – Sewer Enterprise Fund

Attachments:

- 1. Resolution 2023
- 2. Richardson & Company Proposal
- 3. Richardson & Company Agreement

City of Colfax City Council

Resolution __-2023

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH RICHARDSON & COMPANY, LLP TO PROVIDE ANNUAL AUDIT SERVICES FOR THE FISCAL YEAR ENDING JUNE 30, 2023, WITH THE OPTION TO EXTEND THE CONTRACT FOR EACH OF FOUR (4) SUBSEQUENT YEARS IN AN ANTICIPATED AMOUNT OF \$152,110.

WHEREAS, the City of Colfax is required by federal, state and local statutes to have an annual audit performed of its books and records; and,

WHEREAS, City staff issued a Request for Proposal for professional audit services to evaluate available services; and,

WHEREAS, Richardson & Company, LLP has performed such services in a satisfactory manner; and,

WHEREAS, the City received only one proposal and the selection committee recommends a new contract with Richardson & Company, LLP.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax hereby authorizes the City Manager to execute an agreement with Richardson & Company, LLP to provide annual audit services for the fiscal year ended June 30, 2023, with the option to extend the contract for each of four (4) subsequent years in an anticipated amount of \$152,110 in accordance with the following fee schedule:

	Fiscal Year 2023/2024		Fiscal Year 2024/2025		Fiscal Year 2025/2026		Fiscal Year 2026/2027		Fiscal Year 2027/2028		Total
City-Wide Audit	\$	20,300	\$	21,100	\$	21,900	\$	22,800	\$	23,800	\$ 109,900
Single Audit *	\$	4,800	\$	5,000	\$	5,200	\$	5,450	\$	5,700	\$ 26,150
State Controller's Report	\$	2,960	\$	3,100	\$	3,200	\$	3,300	\$	3,500	\$ 16,060
Total	\$	28,060	\$	29,200	\$	30,300	\$	31,550	\$	33,000	\$ 152,110
Additional Single Audit *	\$	3,500	\$	3,650	\$	3,800	\$	4,000	\$	4,200	
Hourly Rates	\$6	55-\$200	\$6	55-\$200	\$6	55-\$200	\$6	55-\$210	\$6	55-\$210	·

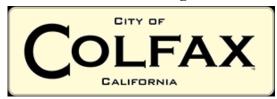
Single program/project audits to be completed only as required (>\$750K in Federal Funding expanded per program in a fiscal year). Estimates are based on one single audit per year – additional single audits are to be charged at an additional single audit fee listed.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 10th of May 2023 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

	Trinity Burruss, Mayor
ATTEST:	·
Marguerite Bailey, City Clerk	

Technical Proposal for Professional Auditing Services



For the Fiscal Year Ended June 30, 2023 (With the Option to Extend Four Subsequent Years)

CONTACTS:

Ingrid Sheipline, Managing Partner isheipline@richardsoncpas.com
Brian Nash, Partner
bnash@richardsoncpas.com



550 Howe Avenue, Suite 210 Sacramento, California 95825 Phone: (916) 564-8727 Fax: (916) 564-8728

April 10, 2023

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550 Howe Avenue, Suite 210 Sacramento, California 95825

Telephone: (916) 564-8727 FAX: (916) 564-8728

April 10, 2023

City of Colfax Attn: Marguertie Bailey 33 South Main Street P.O. Box 702 Colfax, California 95713

Thank you for your interest in our firm and the opportunity to present our proposal to continue serving the **City of Colfax** (the City). We are genuinely enthusiastic about the prospect of continuing to serve you because auditing cities and other governmental agencies with their unique reporting requirements has developed into one of our firm's major areas of expertise. If given the opportunity, you can be sure that we would serve the City with great care and pride.

OUR UNDERSTANDING OF THE SERVICES TO BE PERFORMED

We will audit and express an opinion on the fair presentation of the City's financial statements in conformity with generally accepted accounting principles and *Government Auditing Standards* for the years ending June 30, 2023 through 2027. We will also prepare the financial statements, including printing and binding. In conjunction with our audit, we will also issue a report on internal controls and compliance, a management report and auditor's communication letter. Our audits will include testing of compliance with Proposition 111, Article XIII.B – "Gann Limit". If the City has met the federal funds threshold, we will test compliance with the Single Audit Act as amended in 1996 and the provisions of the Title 2 U.S. Code of Federal Regulations Part 2000, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and prepare the Single Audit Reports. The audits will be conducted in accordance with generally accepted auditing standards, the standards set forth for financial audits contained in *Government Auditing Standards* (1994) issued by the Comptroller General of the United States as revised. We will also prepare the annual report to the State Controller's Office.

OUR COMMITMENT TO PERFORM TIMELY SERVICES

We have the technical expertise, engagement management skills and staffing resources sufficient to provide you with excellent service and ensure that your reporting deadlines are met. We have consistently planned, scheduled and conducted our audits of the organizations we serve in an efficient and effective manner in order to meet their reporting deadlines.

You have indicated that our reports for the audits shall be issued no later than December 31, and we are committed to perform the services required by that date. To ensure meeting these reporting deadlines, we will begin our preliminary planning in the July/August timeframe. We will commence year-end fieldwork in October or at such time as the books have been closed and all documents and analyses have been completed. We will provide you with a detailed audit plan

and list of documents and analyses needed for fieldwork no later than one month in advance of our fieldwork date. We will provide the City with the priority and timely service it deserves.

From time to time our clients may need to contact us to ask questions or discuss accounting issues and other matters. We are available through the year to answer questions and encourage our clients to ask questions as the issues surface. We are timely and responsive to our clients' questions and requests for information. We have established a reputation with our clients for quality service, timeliness and professionalism. Accordingly, we have included some of these entities as references in this proposal and we encourage you to contact them.

OUR EXTENSIVE EXPERIENCE WITH LOCAL GOVERNMENTS

In any service organization, it is the people who make the difference. All of our staff have extensive experience auditing governmental entities, including numerous cities. Our team members know and understand the challenges and opportunities confronting governmental entities and our team consists of professionals who have proven their ability to provide auditing and other services to cities and special districts. In addition to serving the City of Colfax, we have provided audit services to most of the cities in the Sacramento area including the Cities of West Sacramento, Chico, American Canyon, Sonoma, Marysville, Ione, Paradise, Rocklin, Elk Grove, Lincoln, Sutter Creek, Dixon, Folsom, Biggs, Colusa and the Town of Loomis. We have also audited the Transportation Development Act (TDA) funds of the various cities and counties in Sacramento, Yolo, Yuba, Sutter, El Dorado, Placer, Butte, Amador, Calaveras and San Joaquin counties, including the City of Colfax. We have performed numerous audits of special districts with similar reporting requirements as the City, which are conducted in accordance with generally accepted auditing standards. We have extensive experience with preparation of State Controller's Reports, Single Audit Act procedures and reports, letters to underwriters (comfort letters) and preparation and review of Annual Comprehensive Financial Reports (ACFR) for compliance with the GFOA's preparer's checklist in order to receive the Certificate of Achievement for Excellence in Financial Reporting. Having provided all of these services for governmental entities makes us exceptionally well qualified to provide the services you currently request and to provide you with additional services should you request them in the future.

LOCAL EXPERIENCED PERSONNEL

Our firm uses more experienced staff to actually perform the work than is typical of larger and other firms. If our firm is selected, we plan to have supervisors and above spend at least fifty percent of our total audit time. While larger and other firms may be able to demonstrate significant amounts of experience in the areas of expertise needed to provide the services you require, the specific individuals they actually assign to your engagement may not have the specific experience you need like the team of accountants we will assign to your engagement. The use of more experienced staff will also ensure you will receive quality services. The manager and supervisor who have served the City in the past will work on-site during the duration of the audit fieldwork and will interact with your fiscal personnel during the audit, as well the other staff assigned to the audit. The audit partner will also spend time on site and will take a "hands on" approach to the engagement. Also, we are local and thus will not incur overnight travel expenses, so we are able to spend more time actually performing audit services than other out of town firms.

BENEFITS TO THE CITY OF AUDITOR CONTINUITY VS. ROTATION

Our selection to continue as your independent accountants would be the best decision you could make because audits are strengthened by audit firm continuity since there is a significant benefit to the audit process in being well acquainted with a client's operations and controls, which

allows the auditor to focus on the real issues facing the organization. A study conducted by the American Institute of Certified Public Accountants (AICPA) concluded that firm rotation is disruptive, time consuming and increases an organization's overall cost because more internal resources are diverted to the audit effort instead of being directed toward achieving the organization's goals. The study also concluded that experience has shown that audit failure occurs more frequently when a firm is in its first couple of years as auditors. The U.S. General Accounting Office (GAO) was required by the Sarbanes-Oxley Act to study the potential effects of mandatory audit firm rotation. In its report released in late 2003, the GAO concluded that "mandatory audit firm rotation may not be the most efficient way to strengthen auditor independence and improve audit quality considering the additional financial costs and the loss of institutional knowledge of the previous auditor of record, as well as the current reforms being implemented." It went on to say, "The potential benefits of mandatory audit firm rotation are harder to predict and quantify," though the GAO states it is fairly certain there will be additional costs if a mandatory rotation policy were to be adopted.

Auditors are required to gain and document an understanding of the internal control framework as part of the audit planning process. Understandably, this process is especially costly in the first year of an audit engagement, because the auditors are becoming acquainted with and documenting the internal control framework for the first time. A multi-year audit contract has the advantage of allowing auditors to recover these and similar start-up costs over a longer period of time, which can lead to lower overall audit costs. Also, multi-year audit contracts can help create needed continuity in the audit process. Since we have already incurred the first year start-up costs and are well acquainted with the City's operations and controls, our selection to continue as your auditors would provide for better audits with less disruption to the City's staff.

California Government Code Section 12410.6(b) requires local agencies to rotate the lead audit partner after six consecutive years of serving as the agency's audit partner. Thus, we will rotate partners for the 2027 audit to satisfy this requirement. We are proposing that Ingrid Sheipline will remain on the engagement as the lead audit partner for 2023 to 2026 because she is the most familiar with the City's operations, has the institutional knowledge the GAO indicated is so crucial to an effective audit and the audit partner rotation requirement will have been fully satisfied. If the City would like to exceed the auditor rotation requirements under the California Government Code, Brian Nash could serve as the City's lead audit partner.

* * * * *

Once again, we would like to thank you for the opportunity to discuss our services, present our qualifications, and submit our proposal to serve as independent auditors for the City. For the preceding reasons and many others as outlined in this proposal, we are exceptionally well qualified to provide the City with outstanding services. We have the people, experience and available resources to perform the work within the required time period.

If you have questions, please contact Mr. Brian Nash, Partner, or me by telephone at (916) 564-8727, fax (916) 564-8728, correspondence addressed to 550 Howe Avenue, Suite 210, Sacramento, California 95825 or email sent to bnash@richardsoncpas.com or isheipline@richardsoncpas.com.

Very truly yours,

RICHARDSON & COMPANY, LLP

Ingrid M. Sheipline, CPA

Ingud M. Sheepline

Managing Partner

FIRM QUALIFICATIONS AND EXPERIENCE

License to Practice in California

Richardson & Company, LLP and all assigned key professional staff are properly licensed to practice in the State of California.

Independence

The firm is independent of the City as defined by generally accepted auditing standards and U.S. General Accounting Office's *Government Auditing Standards*. The firm has no conflict of interest related to the City. We do have an indirect professional relationship with the City through our contract with the Placer County Transportation Planning Agency whereby we audit the City's Transportation Development Act Funds received and expended, but this relationship does not create an independence issue.

Insurance

We maintain professional liability, commercial general liability and bodily injury and automobile liability insurance coverage that we believe meet the levels required by the City.

Introduction to Our Firm

Richardson & Company, LLP (successor to Richardson & Company) is a regional CPA firm founded in 1991 and located in Sacramento. Richardson & Company, LLP is one of the top 15 firms operating in the Sacramento area. We have a staff of thirty, including twelve CPAs. Our government audit staff totals twenty-six. The firm is a member of the Government Audit Quality Center of the AICPA. We are a certified Micro-Small Business Enterprise by the California Department of General Services and a certified Disadvantage Business Enterprise and Womanowned Business Enterprise by CalTrans. We provide audit services to governmental entities (cities, water and fire districts, other special districts, regional transportation planning agencies, Transportation Development Act funding recipients and joint powers authorities), nonprofit organizations, financial institutions and bank holding companies, a Securities and Exchange Commission (SEC) registrant, real estate partnerships and others. We have provided audit services to most of the cities located within the greater Sacramento region, large water and fire special districts such as the Sacramento Suburban Water District and the Sacramento Metropolitan Fire District and several transportation planning agencies including the Sacramento Area, El Dorado, Placer, Amador, Calaveras, Butte and San Joaquin Councils of Governments and their city and county funding recipients. We perform Single Audit Act and compliance audits for both governmental and nonprofit entities. We provide tax services to our audit clients requiring those services.

Qualifications and Experience of Our Key Personnel

We have the personnel with the necessary professional qualifications and technical ability to provide you with the quality service you are looking for. As you can see from the resumes of our key personnel, we have developed the proficiency in the accounting principles and standards and governmental and grant compliance auditing to ensure you will receive quality work. Our firm philosophy centers around our commitment to the highest level of quality service - delivered by quality people. We have a history of providing technical excellence through teamwork responsive to clients' needs and expectations. Our commitment to quality results in satisfying the needs of our clients by providing value-added services and attracting and retaining clients of the highest caliber.

Our key audit executives will participate heavily in the audit of the City. This assures the City will receive a quality audit managed and executed on-site by seasoned professionals, knowledgeable of the government industry. We believe the quality of our services exceeds that of national and other large firms because our audit team uses more experienced professionals to actually perform the work. National and other firms typically rely heavily on senior and staff accountants to perform audit fieldwork with minimal on-site direction from partners or managers. We will have at least one manager in the field during fieldwork to directly supervise staff and the audit partner will be heavily involved as in the past audits of the City. The following resumes outline the qualifications and experience of our key team members.

<u>Ingrid M. Sheipline, CPA (Managing Partner and Audit Partner)</u>

Ingrid serves as our Managing Partner and would be the City's audit partner, except for the 2027 audit, where rotation will be required. She would have overall responsibility for planning, directing and coordinating our services for you. Since significant and timely partner involvement is a cornerstone of our quality control procedures, she will be involved in all phases of our audit work from initial planning through report preparation. Formerly an audit manager with Ernst & Young LLP, she is a Certified Public Accountant with over thirty-five years of experience. Ingrid has supervised and conducted the fieldwork for a variety of clients including cities, governmental entities, nonprofit organizations, banks, insurance agencies, manufacturers and distributors. She has previously served as the partner on the City of Colfax audit. She has provided audit services to a number of cities, including American Canyon, Marysville, Sonoma, Sutter Creek, Paradise, Isleton, Dixon, Rancho Cordova, Colusa, Biggs, Rocklin, Chico, Lincoln, Loomis and Citrus Heights. She has also served many other government agencies including Placer County Transportation Planning Agency and the Transportation Development Act (TDA) funds of the cities within the County, as well as the TDA funds in the counties and cities within El Dorado, Amador, Sacramento, Yolo, Yuba and Sutter counties. While with Ernst & Young LLP, she specialized in governmental entities and grant compliance auditing, and has attended or taught numerous governmental education seminars. She is currently serving or has served almost all of the governmental entities mentioned in the following pages.

Ingrid has a Bachelor of Science degree in accounting with honors from California State University, Sacramento. She is a member of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants, having served on the Board of Directors of the Society's Sacramento Chapter and as a member of the Government and Nonprofit Committee.

Brian Nash, CPA (Partner and Concurring Reviewer)

Brian is a partner with our firm and would serve as a second, additional or concurring reviewer, if needed. He will also serve as the City's audit partner during the 2027 rotation year to comply with the State requirements. He is a Certified Public Accountant with thirty years of professional accounting and auditing experience and has provided services to a variety of clients, including cities, governmental entities, nonprofits, banks and water agencies. He has served on many City and other government audits, including Cities of West Sacramento, Citrus Heights, Elk Grove, Folsom, Ione, Dixon, American Canyon, Colusa, Rancho Cordova, Marysville and Biggs, as well as Calaveras County Water District, Sacramento Area County of Governments (SACOG), Sacramento Public Library Authority and Transportation Development Act funds at the counties and cities within Sacramento, Yolo, Yuba, Sutter and Calaveras counties as well as other governmental agencies. He served as the audit partner on the City of Colfax audit for one rotation year. Brian received a Bachelor of Science degree in accounting with honors from

California State University, Sacramento. He is a member of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants.

Heidi McLucas, CPA (Audit Senior Manager)

Heidi McLucas is a senior manager with our firm and will work closely with Ingrid in planning, conducting fieldwork and workpaper review. She would work on-site for the entire duration of the fieldwork. Heidi has over eighteen years of experience with our firm and a total of thirty-one years of accounting experience, including five years as the manager in charge of an H&R block office. She has extensive experience auditing cities and other governmental entities with Richardson & Company, LLP, and federal grant compliance auditing. She has previously served as the manager on the City of Colfax audit. She has served numerous other government agencies including the Cities of West Sacramento, Marysville, Isleton, Chico and Lincoln, Yolo-Solano Air Quality Management District, Nevada Irrigation District, Wilton Fire Protection District, Sacramento Suburban Water District and others. She has performed Single Audits for a number of cities and other government agencies. Heidi received a Bachelor of Arts degree from Simpson College.

Jean Liu, CPA (Audit Supervisor)

Jean, an audit supervisor with our firm, will organize, conduct, review and evaluate field work and will be responsible for the planning and report preparation and review under the direction of Ingrid and Heidi. She has five years of auditing experience and has served a number of governmental agencies, including the City of Marysville, City of Colfax, City of Isleton, Sacramento Metropolitan Fire District, Pacific Fruitridge Fire Protection District, Stanislaus Consolidated Fire Protection District, El Dorado Hills Fire Department, Placer County Transportation Planning Agency, Nevada Irrigation District and others. Jean received a Bachelor of Science degree in managerial economics from California State University, Davis. She is a member of the American Institute of Certified Public Accountants.

Other Staff

We would assign senior and staff accountants as needed to the engagement with experience working on cities and governmental audits, since everyone in our firm is required to work on a portion of our previously mentioned audits.

Our Commitment to Staffing Continuity

Richardson & Company, LLP has proven its ability to attract and retain an excellent professional staff to serve our clients and meet our commitments. We currently have twenty-six professional staff, including twelve CPAs, and four administrative staff. In addition, while national and other firms have high staff turnover rates, which makes it difficult to provide staffing continuity from year to year, our firm has experienced a very low turnover rate. Accordingly, we commit to maintaining a staffing level sufficient in size and experience to successfully complete the audit each year. We consider staffing to be of the utmost importance because of its significant impact on our ability to provide you with outstanding service. We have consistently demonstrated our firm's ability to recruit, train and maintain a quality staff as evidenced by our excellent peer review results for the past thirty-two years and our ability to consistently attract and serve quality clients.

If selected as your auditors, Ingrid Sheipline would have overall responsibility for our services for you. Ingrid would spend a substantial amount of time on site during the audit and will assist with the resolution of any issues. Ingrid would work closely with Heidi and Jean to ensure they

have all the resources necessary to provide the City with excellent service. Ingrid Sheipline has been with the firm since its inception thirty-two years ago.

Governmental Continuing Professional Education

Our firm regularly attends courses on government accounting and auditing issues and grant compliance auditing and is represented at the California Society of CPA's Sacramento Chapter of the Government Committee to stay abreast of current issues affecting the government industry. Consistent with *Government Auditing Standards*, each of our auditors that are responsible for planning, directing, conducting or reporting on any of our government-related audits completes 80 hours of continuing education and training every two years, including subjects directly related to the government environment and to grant compliance auditing. All personnel that will be assigned to your engagement team have attended governmental training programs. Our governmental training program consists of governmental courses offered by professional societies as well as subscription to a video training service that includes significant issues relating to governmental accounting standards and grant compliance presented by top government experts from throughout the country. We also provide internally developed classes addressing current accounting and auditing issues pertinent to our clients.

Similar Engagements with Other Governments

Key personnel in our firm began their careers with Ernst & Young LLP serving governmental entities and other clients. Since leaving the international CPA firm of Ernst & Young LLP, Joe Richardson (deceased), the founder of Richardson & Company, Ingrid Sheipline, Brian Nash and their team have built a practice oriented toward providing services equal in caliber to those provided by firms operating on a national level. We believe we have the expertise in the governmental field to ensure high-quality service. The following is a list of governmental and governmental-affiliated entities we are currently serving or have served:

Cities

- City of Colfax (audit of basic financial statements (BFS), Transportation Development Act (TDA) Fund, federal grant compliance auditing under the Single Audit Act and preparation of State Controller's Report)
- Town of Paradise (audit of BFS, TDA Fund, federal grant compliance auditing under the Single Audit Act and preparation of State Controller's Report)
- City of Marysville (audit of BFS, TDA Fund, Successor Agency, Levee District and federal grant compliance auditing under the Single Audit Act)
- City of Ione (audit of BFS)
- City of West Sacramento (audit of BFS, award-winning Annual Comprehensive Financial Report (AFFR), TDA Fund, Redevelopment Agency and Successor Agency, Flood Control Agency and federal grant compliance auditing under the Single Audit Act)
- City of American Canyon and American Canyon Fire District (audit of BFS, ACFR, TDA Fund and preparation of State Controller's Report)
- City of Citrus Heights (audit of BFS, award-winning ACFR, TDA Fund and federal grant compliance auditing under the Single Audit Act and preparation of State Controller's Report)
- City of Sonoma (audit of BFS, Redevelopment Agency and Successor Agency and preparation of State Controller's Report)

- City of Chico (audit of BFS, award-winning ACFR, Redevelopment Agency and Successor Agency, Public Financing Authority, Joint Powers Authority, TDA Fund and federal grant compliance auditing under the Single Audit Act)
- City of Elk Grove (audit of BFS, award-winning ACFR, TDA Fund and federal grant compliance auditing under the Single Audit Act)
- City of Sutter Creek (audit of BFS and federal grant compliance auditing under the Single Audit Act)
- City of Lincoln (audit of BFS, Redevelopment Agency, Public Financing Authority, TDA Fund and federal grant compliance auditing under the Single Audit Act)
- City of Rocklin (audit of BFS, Redevelopment Agency, Public Financing Authority and TDA Fund)
- City of Dixon (audit of BFS, ACFR, Redevelopment Agency, Public Financing Authority, TDA Fund and federal grant compliance auditing under the Single Audit Act)
- City of Folsom (audit of BFS, Redevelopment Agency, TDA Fund and an award-winning ACFR)
- City of Biggs (audit of BFS and TDA Fund)
- City of Colusa (audit of BFS and federal grant compliance auditing under the Single Audit Act)
- City of Rancho Cordova (audit of BFS, ACFR, TDA Fund and preparation of State Controller's Report)
- Town of Loomis (audit of BFS and TDA Fund)
- Town of Paradise (audit of BFS and TDA Fund)
- City of Napa and City of Marysville AB 1484 Successor Agency compliance agreedupon procedures
- Local Transportation Funds of the Counties of Sacramento, Sutter, Yolo and Yuba (compliance auditing)
- Sacramento County State Transit Assistance Fund (compliance auditing)
- Counties of Sacramento, Sutter Yolo and Yuba Transportation Development Act Funds
- Cities of Folsom, Rancho Cordova, Galt, Isleton, Sacramento, Davis, Live Oak, Yuba City, Marysville, Wheatland, West Sacramento, Winters and Woodland Transportation Development Act Funds (compliance auditing)
- El Dorado County and City of Placerville Transportation Development Act Funds (compliance auditing)
- El Dorado County Local Transportation and State Transit Assistance Funds (compliance auditing)
- County of Placer and Cities of Roseville, Lincoln, Auburn, Loomis and Colfax Transportation Development Act Funds (compliance auditing)
- County of Butte and Cities of Biggs, Oroville, Gridley, Chico and Paradise (compliance auditing)
- Cities of Escalon, Lodi, Manteca, Lathrop, Ripon and Tracy and County of San Joaquin Transportation Development Act Funds (compliance auditing)

Special Districts

- Placer County Transportation Planning Agency
- Auburn Area Recreation and Park District
- Consumnes Community Services District
- El Dorado Hills Community Services District
- Fair Oaks Recreation and Park District
- Mountain House Community Services District
- Cortina Community Services District
- Rancho Murieta Community Services District
- Diablo Community Services District
- Ranch House Community Services District
- Volcano Community Services District
- Orleans Community Services District
- Dixon Public Library District
- Vacaville Public Library District
- Sacramento Public Library Authority
- Sacramento Metropolitan Cable Television Commission
- Sacramento Transportation Authority
- Sacramento Metropolitan Fire District
- Sacramento Regional Fire/EMS Communication System
- Wilton Fire Protection District
- Pacific-Fruitridge Fire Protection District
- Courtland Fire Protection District
- Herald Fire Protection District
- El Dorado Hills Fire Department
- Rescue Fire Protection District
- California Fire Rescue Training Authority
- Fair Oaks Water District
- Del Paso Manor Water District
- Amador Water Agency
- San Luis and Delt-Mendota Water District
- Westlands Water District
- California Exposition & State Fair
- Stanislaus Consolidated Fire Protection District
- Nevada County Consolidated Fire District
- El Dorado County Emergency Services Authority
- California Tahoe Emergency Services Operations Authority
- Yolo Emergency Communication Agency
- American Canvon Fire Protection District
- Dixon Fire Protection District
- Sacramento Valley Basinwide Air Quality Control Council
- Nevada Irrigation District
- El Dorado Irrigation District
- El Dorado County Transportation Commission
- El Dorado County Transit Authority
- El Dorado County Local Agency Formation Commission
- Florin Resource Conservation District
- Citrus Heights Water District
- Glenn-Colusa Irrigation District
- Reclamation District 1000

- Reclamation District 2035
- Carmichael Water District
- Oakdale Irrigation District
- Merced Irrigation District
- Yuba County Water Agency
- Calaveras County Water District
- Byron Bethany Irrigation District
- Bethany Sanitary District
- South San Joaquin Irrigation District
- South Feather Water and Power Authority
- Tuolumne Utilities District
- Sacramento Suburban Water District
- Yolo County Transportation District
- Tri-Dam Project and the Tri-Dam Power Authority
- Rio Linda/Elverta Community Water District
- Paratransit, Inc.
- Regional Waste Management Authority
- Transport System of the University of California at Davis
- Yuba-Sutter Transit Authority
- Yolo-Solano Air Quality Management District
- American River Flood Control District
- Amador County Transportation Commission
- Amador Transit
- Lassen County Transportation Commission
- Lassen Transit Services Agency
- Calaveras Council of Governments
- Calaveras Transit
- Marin County Transit District
- Butte County Association of Governments
- Association of California Healthcare Districts The Alpha Fund (workers compensation risk pool for rural hospitals)
- Regional Water Authority
- Sacramento Groundwater Authority
- State Water Project Contractors Authority
- Yolo County Local Agency Formation Commission
- South Yuba Water District
- San Juan Water District
- Solano County Water Agency
- South Sutter Water District
- Funds and accounts of the California Department of Water Resources on behalf of a large water agency, including special analyses and projects related to its contract with the State
- San Joaquin Council of Governments
- San Joaquin County Local Transportation Fund and State Transit Assistance Fund
- San Joaquin Regional Transit District
- Funds and accounts of the U.S. Bureau of Reclamation (USBR) on behalf of the Central Valley Project Water Association and various water districts including Santa Clara Valley Water District, East Bay Municipal Utility District, Contra Costa Water District, Sacramento Municipal Utility District and Placer County Water Agency

The services we provide to our government and other clients prove that we have the ability to provide the services that the City requires. Examples of these services include the following:

- We conduct the audits of the basic financial statements of numerous cities and special districts, including water and fire districts. Our experience performing these audits of basic and special purpose governmental financial statements has made us thoroughly familiar with the application of generally accepted governmental accounting principles.
- We have provided the Cities of West Sacramento, Elk Grove, Chico, American Canyon, Citrus Heights, Folsom, Rancho Cordova and Dixon and the Cosumnes (formerly Elk Grove) Community Services District, Sacramento Metropolitan Fire District, Fair Oaks Water District, Oakdale Irrigation District, Florin Resource Conservation District, San Juan Water District and San Joaquin Council of Governments with extensive assistance in the preparation of their ACFR, including the first ACFR the City of Rancho Cordova, Sacramento Metropolitan Fire District, Florin Resource Conservation District, Consumes (formerly Elk Grove) Community Services District and San Joaquin Council of Governments had ever prepared.
- We have provided federal compliance auditing services to numerous entities, including the Cities of Elk Grove, Chico, Colfax, West Sacramento, Citrus Heights, Marysville and Colusa, El Dorado Irrigation District, Yolo County Transportation District, El Dorado County Transit Authority, Marin County Transit District, Courtland Fire Protection District, Yuba-Sutter Transit Authority, the Transport System of the University of Davis and Paratransit and to several nonprofit organizations receiving federal grants that must also comply with *Government Auditing Standards* and the Single Audit Act, which are the same standards that apply to the City.

In addition, our key team members have gained extensive governmental accounting and auditing experience in their previous positions with Ernst & Young LLP, including the following:

- Provided auditing services to numerous state and local government units that face the same unique governmental accounting and auditing aspects as the City such as multifund structure, extensive reporting requirements, basis of accounting, and budgetary and other legal compliance requirements. These entities include the California Department of Water Resources Enterprise Fund, Sacramento County, Solano County Private Industry Council, City of Woodland, City of Lodi and California Housing Finance Agency. The audits of Sacramento County and City of Woodland also involved the preparation of award winning ACFRs.
- Established an audit approach for testing for compliance with federal, state and local grant requirements, including application of the Single Audit Act, for Sacramento County, City of Lodi and California Housing Finance Agency.

Quality Control and Peer Review

We are a member of the Center for Audit Quality of the American Institute of Certified Public Accountants (AICPA) and participate in the AICPA National Peer Review Program. We are registered with the Public Company Accounting Oversight Board (PCAOB) created by the Sarbanes-Oxley Act to inspect firms that audit SEC registrants. All firms that join the Center for Audit Quality agree to adhere to published quality control standards and submit to peer reviews and inspections of their practice every three years. We have passed all ten of our peer reviews with a "clean opinion" and three PCAOB inspections. The ten peer reviews cover the entire period our firm has been in existence. Our latest peer review is included on page 14. All of our peer reviews have included the review of specific government engagements.

The quality control policies for our auditing practice are described in detail in our firm's Quality Control Document. All employees and members of our firm are provided with a copy of our Quality Control Document and are responsible for understanding, implementing and adhering to these policies and procedures. Our policies and procedures cover each of the following six elements of quality control: 1) Leadership, 2) Relevant Ethical Requirements, 3) Acceptance and Continuance of Clients and Engagements, 4) Human Resources, 5) Engagement Performance and 6) Monitoring. The adequacy of our quality control system and our compliance with that system are independently evaluated every three years through a peer review.

We also demonstrate our commitment to providing quality service in many other ways, including:

- Organizing, staffing, and managing engagements to provide for appropriate levels of technical competence, experience, supervision and review.
- Undertaking quality control reviews of selected engagements to assure compliance with professional standards.
- Recognizing our obligation to the public as well as to our clients.
- Conducting engagements in accordance with clients whose concern for reputation and integrity is similar to our own.
- Promoting the growth of our firm primarily by referrals from existing clients satisfied with the quality of our services.

In addition to excellent peer review and inspection results, other examples of our commitment to quality include:

- Assisting numerous governmental entities with receiving the Certificate of Excellence in Financial Reporting awarded by the Government Finance Officers Association, including five that received the award on the first attempt.
- Engaging a nationally recognized accounting consultant who has authored several accounting and reporting manuals, including those dealing with SEC matters, as technical support for our firm in addition to the support customarily available through the American Institute and California Society of CPAs.
- Engaging a partner and Director of Audit and Banking Practices for a large midwestern firm to serve as the concurring reviewer for our SEC registrant bank as well as providing consultation with respect to audit and accounting issues for other clients. He has extensive experience auditing banks and public companies as result of more than twenty years with Ernst & Young, KPMG and his current firm.
- Auditing the California Department of Water Resources on behalf of a large Southern California water agency for the past thirty years, including twelve years while key personnel in our firm were with Ernst & Young. The Agency is a consortium of twenty-six cities and water districts serving nearly nineteen million people in the Los Angeles and San Diego areas. It is the largest water district in the world. This large, complex audit of the multi-billion dollar State Water Project managed by the California Department of Water Resources is on a scale and nature as to rarely be performed by other than "Big Four" international CPA firms.
- Performing several special investigative audits for governmental special districts that have received extensive statewide news media attention. Being selected several times to conduct this special audit work demonstrates that our firm has the resources and expertise

to successfully complete difficult, unusual auditing projects in a timely manner. Our investigations discovered several problems and our audit results were made public by the districts involved. The FBI, IRS and district attorney's office subpoenaed our workpapers to assist them with their investigations. We have testified in federal court and given depositions related to this work which, in certain cases, resulted in managers and assistants serving federal prison sentences.

- Preparing audited financial statements and other information for inclusion in several public offering documents reviewed by the SEC and other CPA firms, including Big Four firms, with minimal insignificant changes.
- Preparing audited financial statements reviewed by the State Board of Accountancy without change.

PEER REVIEW REPORT



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners Richardson & Company, LLP and the Peer Review Committee of the California Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Richardson & Company, LLP (the firm) in effect for the year ended March 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Richardson & Company, LLP in effect for the year ended March 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Richardson & Company, LLP has received a peer review rating of pass.

Jones. Male : Mattingly Pic

Louisville, Kentucky August 13, 2021

REFERENCES

We have emphasized throughout our proposal that Richardson & Company, LLP provides quality service. Please feel free to contact any of these clients to confirm our ability to provide the type of services you are seeking.

Name of reference entity: Cosumnes Community Services District and City of West

Sacramento

Name of principal contact, title: Nitish Sharma, Former Chief Administrative Officer

Sharma & Associates

nitishvsharma@outlook.com

Address and phone number: 8820 Elk Grove Boulevard

Elk Grove, California 95624

(916) 425-9888

Services performed: Audit of the financial statements in accordance with

generally accepted auditing standards, *Government Auditing Standards* and the Single Audit Act. Preparation of the Annual Comprehensive Financial Report for submission to the GFOA's certificate program. GFOA Certificate of Achievement was awarded. Audit of West Sacramento included the Port of Sacramento blended component unit, the Redevelopment Successor Agency, the West Sacramento Area Flood Control Agency and the Gann limit. We also perform Transportation Development Act compliance

auditing.

Completion dates: Audits for Cosumnes Community Services District

completed for the years ended June 30, 2021 and 2022. Audits completed for the City of West Sacramento for the

years ended June 30, 2013 through 2017.

Name of reference entity: City of Marysville, California

Name of principal contact, title: Jennifer Styczynski, Finance Director

jennifers@marysville.ca.us

Address and phone number: 526 C Street

Marysville, California 95901

(530) 749-3903

Services performed: Audits of the financial statements in accordance with

generally accepted auditing standards, Government Auditing Standards and the Single Audit Act. Preparation of the basic

financial statements. Audit includes the Gann Limit.

Completion dates: Audits completed for the fiscal years ended June 30, 2003

through 2006 and June 30, 2018 through 2022.

* * * * *

Name of reference entity: Placer County Transportation Planning Agency, (audits of

PCTPA's financial statements including the Cities of Auburn, Colfax, Lincoln, Rocklin and Roseville, Town of

Loomis and the County of Placer TDA)

Name of principal contact, title: Jodi LaCosse, Fiscal /Administrative Officer

jlacosse@pctpa.net

Address and phone number: 299 Nevada Street

Auburn, California 95603

(530) 823-4037

Services performed: Audit of the financial statements of transit agencies and the

special purpose financial statements of the TDA funds of the counties and municipalities listed above in accordance with generally accepted auditing standards, *Government Auditing Standards* and the Single Audit Act, where applicable. The audits included testing for compliance with the

Transportation Development Act.

Completion dates: Audits completed for the years ended June 30, 2014 through

2022.

SPECIFIC AUDIT APPROACH

Our extensive experience in auditing ensures that we will concentrate on those areas of highest risk and plan and coordinate our work with management. We will not waste your time and resources by auditing areas that have no material risk to the financial statements. We will perform an assessment of the internal controls for the purpose of determining the procedures necessary to perform our audit, and any recommended enhancements to internal controls that we note during our audit will be communicated to management.

Scope of Services

We understand that the City requires an audit of its basic financial statements, including the preparation of the financial statements, for the fiscal years ended June 30, 2023 through 2027 including all procedures necessary for the issuance of an opinion regarding the fairness of the presentation of the financial statements in conformity with generally accepted accounting principles. The audits are to be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA), standards for financial audits provided in the U.S. General Accounting Office's *Government Auditing Standards*, the provisions of the Single Audit Act of 1996 and the provisions of the Title 2 U.S. Code of Federal Regulations Part 2000, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) (formerly OMB Circular A-133) and the applicable laws, rules and regulations. These services will include the following:

- 1. Perform an audit of the Government-Wide Financial Statements of the City of Colfax in conformity with generally accepted accounting principles and issue a report on the fair presentation of the financial statements.
- 2. Evaluate internal controls sufficient to determine the nature and extent of procedures to perform and issue reports on internal control and compliance and management letter, if applicable.
- 3. Apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information.
- 4. Prepare the basic financial statement section of the City's financial statements.
- 5. Issue a report on internal control and compliance based upon the audit of the City's financial statements in accordance with *Government Auditing Standards*.
- 6. If federal expenditures exceed \$750,000 during the year, perform a Single Audit on the expenditures of federal grants in accordance with Uniform Guidance and render the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with Uniform Guidance.
- 7. Prepare a management letter addressed to the City Council of the City of Colfax setting forth recommendations (as applicable) for improvements in the City's accounting systems.
- 8. Test compliance with Proposition 111, Article XIII.B Review of Appropriation Limit Calculations.

- 9. Preparation of Annual Financial Transactions Report to the State Controller by the due date.
- 10. Assist the City with calculating its share of the net pension liability, deferred inflows and deferred outflows since CalPERS is not providing separate employer amounts.
- 11. We will communicate in a letter to the City Manager and Finance Officer any reportable conditions found during the audit. We will also make immediate, written notification to the City Manager and the Finance Officer of all irregularities and illegal acts or indications of illegal acts of which they become aware.
- 12. Prepare SF-SAC Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations for filing with the Federal Audit Clearinghouse.
- 13. Prepare any other reports to the governing body as may be required by the generally accepted auditing standards.
- 14. Adjusting journal entries will be discussed and explained to the Finance Officer personnel prior to recording and will be provided in a format that shows the lowest level of posting detail needed for data entry into the general ledger systems.
- 15. Attend City Council meeting when financial statements are presented for approval.

Audit Approach

Our audit approach to this engagement is divided into three stages as follows:

<u>Initial Planning</u>: We believe that a smoothly-run audit is based upon the early identification and resolution of reporting and auditing issues. Due to the extensive knowledge gained through auditing the City of Colfax, other cities and other governmental organizations, we will identify such issues in a timely manner and obtain a better understanding of your organization and the external and internal environments in which the City operates. We will examine significant contracts and agreements to determine the effect on the nature and extent of the auditing procedures and to determine laws and regulations subject to test work. Our familiarity with laws and regulations affecting cities, including those related to grant funding received, will also be used as a resource for determining the extent of testing needed. We will meet with your personnel to update our understanding of your internal control structure policies and procedures and to document the flow of information through the accounting system, including how the computer is used to process data, and prepare walkthrough questionnaires with the assistance of your staff.

In order to update our understanding of the City's accounting processes, including internal controls that are in place, we will provide the City with a list of questions and will meet with City personnel to discuss them. We will walk through controls over receipts, disbursements and payroll transactions while performing tests of controls and will update our documentation from our previous audits. We will also determine the provisions of any and all federal and state and county orders; statutes; ordinances; charters; bond covenants; administrative code or other rules and regulations that have a significant financial impact on the City. We will also review budgets, organization charts and any accounting procedures manuals to obtain an understanding of the City. We will evaluate information from other financial and management information systems used by the City to determine the potential use of the information from these systems in the audit process.

Program Development: Our risk assessment and evaluation of internal controls will provide the basis for determining the nature, timing and extent of audit procedures for specific transactions and accounts. Our approach to planning the audit will be in accordance with Statement of Audit Standard (SAS) Nos. 104 through 111, as updated by 122 through 125. Accordingly, we will focus on obtaining an understanding of the control environment, risk assessment, information and communication, and monitoring components. We will document the City's control environment and will perform a walkthrough of significant areas to assess control risk for the purpose of planning our substantive tests. We will perform additional testing of internal controls as needed based on our risk assessment. An overall audit program is the end product of our initial planning. The primary purpose of this phase of our audit approach is to assess the likelihood of material error in the accounts and transactions and to determine the most cost effective and cost efficient mix of audit procedures. In developing the audit program, our aim will be to:

- Provide a complete audit program for all important financial statement amounts.
- Eliminate redundant audit procedures.
- Use audit procedures that accomplish more than one purpose.

Our audit approach is based on an analysis and understanding of the external and internal risk currently facing the organization we are auditing. Risk analysis enables us to design the most effective and efficient audit program, which evaluates and includes audit tests in relation to the size and probability of these risks. This approach provides us with a uniform method for developing and documenting the basis for our audit program. We will use the City's budget to evaluate the need for committed and assigned fund balances as well as to perform analytical procedures for comparison to actual revenues and expenditures.

We provide our clients with a detailed list of items needed during the audit well in advance to allow for sufficient time to gather the information. This approach minimizes disruption to City staff during the course of the audit. We have a portal available that the City can upload documents to us electronically.

<u>Program Execution</u>: During this stage of our audit, we will perform the tests of transactions processed through the accounting system, direct tests of account balances and tests of compliance with laws, regulations and contracts. We plan to use either random or systematic sample selection methods to perform such tests. We will utilize analytical procedures in all areas of the audit, especially revenues and expenses. We will perform all requested tasks as one integrated engagement and will schedule the timing of our field work so that there will be minimal disruption of the day-to-day operations. We will utilize computer software during the engagement, including during the on-site fieldwork, for all workpaper preparation and for developing the lead schedules and trend analysis reports used in the audit process.

We will use analytical review over receivables, liabilities, revenues and expenditures by comparing balances to the prior year. The analytical review will assist us in identifying areas of risk for which substantive procedures will be performed. However, we believe analytical procedures alone will not identify all potential significant misstatements and will detail test certain balance sheet and income statement accounts that our experience has shown are frequently misstated, such as certain receivables, subsequent payments that may need to be accrued as liabilities, cut-off of grant revenues and classification of restrictions and commitments of fund balance.

The work plan below was developed with your deadlines in mind. Upon selection as your independent accountants, we will meet with you, and together we will determine a specific timetable which ensures minimal disruption of your employees. As can be seen from the following work plan, the service team is composed in such a way that each member has adequate supervision and technical support.

Work Plan

			Estimate	d Hours	G : /	
Task	Timing	Partner	Managers	Supervisor	Senior/ Staff	Total
Audit Planning:						
Begin audit planning process	May/June	5	10	5	5	25
Internal control/systems						
documentation and evaluation						
Develop audit programs						
Prepare audit assistance						
package and confirmation letters						
Risk assessment						
Compliance and Internal Control Testing	October		5		16	21
Tests of transactions for						
cash receipts, disbursements, payroll						
Tests of compliance with laws,						
regulations and contracts						
Substantive Testing:	October	25	55	60	84	224
Cash and investments						
Revenue and receivables						
Payroll and related liabilities						
Expenses for goods and services						
and related liabilities						
Capital assets						
Long-term liabilities						
Equity and other credits						
Reporting and Wrap-up:		10	10	15	15	50
Prepare financial statements and						
audit reports	October/November					
Draft financial statements	Late November					
Delivery of final reports	No later than					
	December 31					
Total Annual Audit Hours		40	80	80	120	320

Our audit will be planned so that delivery of all required reports will be accomplished in a timely manner. We believe that the staffing of the audit is sufficient to ensure the timely completion of the audit and to ensure that the work is properly supervised. We would work closely with management to ensure that we provide timely services consistent with your requirements. We will prepare the financial statements consistent with professional standards and your needs and will review the drafts of all of our reports with you prior to finalization.

Our firm philosophy centers around our commitment to the highest level of quality service-delivered by quality people. Our tradition of providing technical excellence through teamwork responsive to clients' needs and expectations--and doing so to the very best of our ability-requires that our single focus be on quality. Our commitment to quality results in:

- Satisfying the City's needs by providing value-added services.
- Attracting and retaining clients of the highest caliber.
- Providing personal satisfaction and opportunity for professional growth for every member of our organization.

Some of the specific benefits the City will realize from our audit approach include:

Ongoing Communications with Management--We will work closely with you to resolve issues and serve as the City's advisor on a timely basis. We do not take dogmatic, unyielding positions, and will keep the lines of communications open. We understand the concepts of materiality and will work with City personnel on all issues with materiality in mind. Members of our engagement team will be readily available to answer the City's questions and to respond to the City's needs.

<u>Relevant and insightful suggestions</u>--Our plan and approach requires us to obtain a complete knowledge of the City's operating environment and accounting systems. This will position us well as an "advisor" to City management.

Less disruption to the City--Our audit plan will result in the most effective and efficient combination of internal control and account balance testing. This will eliminate duplicate procedures and unnecessary tasks, minimizing the necessary number of auditors and, consequently, result in less disruption of City personnel. Our experience auditing the City in the past results in us already having permanent file and documentation of internal controls that will only need to be updated, which will save City staff time.

WHY WE ARE BEST QUALIFIED

Richardson & Company is the best qualified to perform the auditing services required by the City for the following reasons:

- Our selection to continue as your independent accountants would be the best decision you could make because audits are strengthened by audit firm continuity since there is a significant benefit to the audit process in being well acquainted with a client's operations and controls, which allows the auditor to focus on the real issues facing the organization, as discussed in studies conducted by the American Institute of Certified Public Accountants (AICPA) and the U.S. General Accounting Office (GAO).
- Auditors are required to gain and document an understanding of the internal control
 framework as part of the audit planning process. Understandably, this process is
 especially costly in the first year of an audit engagement, because the auditors are
 becoming acquainted with and documenting the internal control framework for the first
 time. Since we have already established the start-up documentation of the City's
 operations and controls, our selection to continue as your auditors would provide for less
 disruption to the City's staff.
- Our firm uses more experienced staff to actually perform the work than is typical of larger and other firms. Supervisors and above spend over fifty percent of our total audit time. Ingrid Sheipline has served as your engagement partner for the past sixteen years. As in past audits, she is hands-on and will continue to work on-site for the duration of fieldwork. The managers, Heidi McLucas has also been assigned to the City audit for the past thirteen years and Jean Liu has been assigned to the City audit for the past five years. These same individuals would continue to serve the City if we are selected, except that we would rotate partners for at least the 2027 audit to meet State requirements. This continuity of staff assigned to your audit will ensure minimal disruption to the City to train new auditors and will ensure a quality audit.
- We have a thorough audit approach that focuses on substantive testing of the City's
 accounts. Some firms provide lower cost audits by performing mostly analytical review
 procedures and the evaluation of internal controls instead of performing substantive
 testing of account balances. Our thorough approach ensures material misstatements are
 detected, which should provide a level of comfort to management and the City Council.

This proposal summarizes the key reasons why you will benefit from selecting us as your accountants as well as the background and resources of our firm, the experience and qualifications of the people who will work with you, the scope of services to be provided and our fee estimate. We are a solution to the need for high quality services priced at a reasonable cost and are an excellent alternative to large national and regional firms because of the expertise we gained as a result of our past international Big-Four firm experience and due to our firm's proven ability to serve our government and other clientele. The quality of our services exceeds that of national and other firms because our team uses more experienced professionals to actually perform the work and our rates are more competitive due to having lower local and national overhead. You will receive quality, thorough and timely service from us. If given the opportunity, we are confident in our ability to meet and exceed your expectations. We believe that selecting us as your auditors would be the best decision you could make.

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this **11**th **day of May** by and between the City of Colfax, a municipal corporation of the State of California ("City") and **Richardson & Company, LLP** ("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 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.
- C. 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.
- D. 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, officials, employees, and volunteers 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, any subconsultant, anyone directly or indirectly employed by them, or anyone they control in the performance of the Services. This indemnity does not apply to liability for damages or loss, arising from the sole negligence, active negligence, or 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 passive negligence of the City, its officers, agents, employees or volunteers, unless caused in part by Consultant. City agrees that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault unless otherwise allowed by California Civil Code Section 2782.8, as amended.

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 policies of insurance at least as broad as the following, 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. Workers' Compensation insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limits of no less than \$1,000,000.00 per accident for bodily injury or disease. 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.
- B. <u>Commercial General Liability Coverage (CGL)</u>. Commercial general liability insurance covering CGL on an "occurrence" basis, including products and completed operations, bodily injury, personal injury and advertising 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 the most recent Insurance Services Office (ISO) form and include a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1,000,000.00per occurrence. General liability coverage written on a claims-made basis shall not be acceptable absent prior written authorization from the City.
- C. <u>Automobile Liability Coverage.</u> Automobile liability insurance written on the most

recent Insurance Services Office (ISO) form 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 \$1,000,000.00 combined single limit for each occurrence.

- D. <u>Policy Endorsements.</u> Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
 - 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.
- E. <u>Professional Liability Coverage</u>. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1,000,000.00. 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.
- F. <u>Insurance Certificates and Endorsements</u>. 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.

- G. <u>Deductible and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. <u>Termination of Insurance</u>. 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 effective date 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: Richardson & Company, LLP

550 Howe Avenue, Suite 210 Sacramento, California 95825

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. In accordance with applicable law, the Parties may execute this Agreement by electronic signature and, if they do so, an electronic signature and this Agreement will have same legal validity and enforceability as a manually executed signature and agreement.

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.

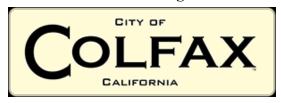
IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY	CONSULTANT
Signature:	Signature:
Printed Name:	_ Printed Name:
Title:	Title:
Date:	Date:

APPROVED AS TO FORM:
City Attorney

Exhibit A

Cost Proposal for Professional Auditing Services



For the Fiscal Year Ended June 30, 2023 (With the Option to Extend Four Subsequent Years)

CONTACTS:

Ingrid Sheipline, Managing Partner isheipline@richardsoncpas.com
Brian Nash, Partner
bnash@richardsoncpas.com



550 Howe Avenue, Suite 210 Sacramento, California 95825 Phone: (916) 564-8727 Fax: (916) 564-8728

April 10, 2023

PROFESSIONAL FEES

Our goal is to provide quality service using the highest professional standards at a reasonable cost. We plan each assignment carefully and set a time budget for each phase of the engagement. All of our staff are well indoctrinated in the need to use their time to the fullest efficiency.

Since Richardson & Company consists primarily of experienced auditors, you can be sure that you will receive the experience level and quality of service you expect. Our firm will bring to the audits strong technical backgrounds, government accounting expertise and outstanding engagement management skills.

Total All-Inclusive Maximum Price, Rates by Level and Out-of-pocket Expenses

Our cost proposal contains all pricing information relative to performing the audit engagement as described in the Request for Proposal. The rates by staff classification level times the anticipated hours for each fiscal year are included in the total all-inclusive maximum price. Our total all-inclusive maximum price contains all direct and indirect costs, including out-of-pocket expenses. Therefore, our fees are all inclusive and represent a <u>not to exceed</u> amount. A summary of our fee estimate by task is as follows:

Services	2023	2024	2025	2026	2027
City-Wide Audit	\$ 20,300	\$ 21,100	\$ 21,900	\$ 22,800	\$ 23,800
Preparation of financial statements	included	included	included	included	included
Preparation of State Controller's Report	2,960	3,100	3,200	3,300	3,500
Total Maximum Cost	\$ 23,260	\$ 24,200	\$ 25,100	\$ 26,100	\$ 27,300

The breakdown of our fee by classification is as follows:

	Hours	H	ourly		
Classification	Per Year	R	Rates		Fee
Partner	40	\$	200	\$	8,000
Senior Managers	80		180		14,400
Supervisor	80		140		11,200
Senior	60		120		7,200
Staff	60_		110		6,600
	320				47,400
Discount					(24,140)
Total audit fees, June 30, 2023				\$	23,260

The fees above do not include auditing federal award programs in conformance with Title 2 U.S. Code of Federal Regulations Part 200 (formerly OMB A-133). If federal awards expended exceed \$750,000, an audit of federal awards will be required. We estimate our fee will be \$4,800, \$5,000, \$5,200, \$5,450 and \$5,700 for auditing one major program for fiscal years 2023, 2024, 2025, 2026 and 2027, respectively. Additional major programs will be billed at \$3,500,

\$3,650, \$3,800, \$4,000 and \$4,200 per major program for fiscal years 2023, 2024, 2025, 2026 and 2027, respectively.

These estimates do not take into consideration changes in the scope of the audit that increase audit hours due to changes in accounting or auditing pronouncements and standards, laws or regulations, the loss of key accounting personnel, material weaknesses in the internal control environment, or significant changes in the scope of the City's operations. We will discuss a new fee estimate with the City if such events occur.

Should you have any questions about the details of our fees, or should our fees not appear competitive with those of the other firms, we would appreciate an opportunity to discuss them with you before you make your final decision.

Rates for Additional Professional Services

If it should become necessary for the City to request that we render any additional services to either supplement the services requested in the RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm. Any such additional work agreed to between the City and the firm shall be performed at the following rates.

	2	023	2	024	24 2025		2026		2026 20	
Partner	\$	200	\$	200	\$	200	\$	210	\$	210
Senior Managers		180		180		180		190		190
Managers		160		160		160		170		170
Supervisors		140		140		140		150		150
Seniors		120		120		120		130		130
Staff		110		110		110		120		120
Administrative Staff		65		65		65		70		70



Staff Report to City Council

FOR THE MAY 10, 2023 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager

Prepared by: Laurie Van Groningen, Finance Director

Subject: Quarterly Investment Report – Quarter ended March 31, 2023

Budget Impact Overview:

N/A: √ Funded: Un-funded: Amount: Fund(s):

RECOMMENDED ACTION: e tan i e

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 2022-2023 reflects nearly \$4.9M in annual operating expenditures; therefore, our target for liquid short term securities would be \$2.45M.

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

- The investments held at March 31, 2023 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 2.53% for the quarter ended March 31, 2023.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period April 01, 2023 through September 30, 2023.

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 03/31/2023)
- 3. State of California PMIA Average Monthly Effective Yields
- 4. Resolution 29-2014

City of Colfax Analysis of Treasury Investment Pool Quarterly Analysis - FY2022-2023

Report Date: 03/31/2023

	Quarter Ended 03/31/2023						
Type of Investment	Financial Institution	Date of Maturity	I	nvestment Amount	% of Total Investment	Average Investment Yield	
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$	8,716,720	97%	2.63%	
Corporate Checking	US Bank	N/A	\$	293,930	3%	0.16%	
	Total Investment Pool		\$	9,010,650	100%	2.53%	

Quarter Ended 12/31/2022						
Type of Investment	Financial Institution	Date of Maturity	I	nvestment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$	7,849,494	97%	1.98%
Corporate Checking	US Bank	N/A	\$	231,396	3%	0.16%
	Total Investment Pool		\$	8,080,890	100%	1.90%

	Quarter Ended 09/30/2022						
Type of Investment	Financial Institution	Date of Maturity	I	nvestment Amount	% of Total Investment	Average Investment Yield	
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$	8,594,953	98%	1.29%	
Corporate Checking	US Bank	N/A	\$	193,943	2%	0.16%	
	Total Investment Pool		\$	8,788,896	100%	1.24%	



PMIA/LAIF Performance Report as of 04/19/23



PMIA Average Monthly Effective Yields⁽¹⁾

March 2.831 February 2.624 January 2.425

Quarterly Performance Quarter Ended 03/31/23

LAIF Apportionment Rate⁽²⁾: 2.74

LAIF Earnings Ratio⁽²⁾: 0.00007493902135155

LAIF Fair Value Factor⁽¹⁾: 0.986510329

PMIA Daily⁽¹⁾: 2.87

PMIA Quarter to Date⁽¹⁾: 2.63 PMIA Average Life⁽¹⁾: 275

Pooled Money Investment Account Monthly Portfolio Composition (1) 03/31/23 \$191.2 billion

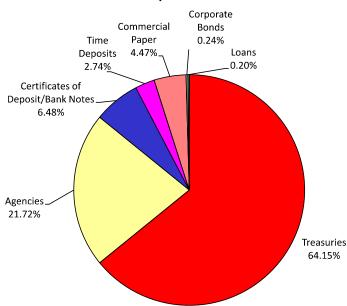


Chart does not include \$3,085,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

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).

Source:

 $^{^{(1)}}$ State of California, Office of the Treasurer

⁽²⁾ State of Calfiornia, Office of the Controller





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Time Deposits

LAIF

 $\underline{\mathsf{Home}} \mathrel{->>} \underline{\mathsf{PMIA}} \mathrel{->>} \mathsf{PMIA} \mathsf{Average} \mathsf{\ Monthly} \mathsf{\ Effective} \mathsf{\ Yields}$



POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

Щ	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		0.236	0.236	0.233	0.228		0.244		0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685	0.620	0.576	0.540
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212
2022	0.234	0.278	0.365	0.523	0.684	0.861	1.090	1.276	1.513	1.772	2.007	2.173
2023	2.425	2.624	2.831									

City of Colfax City Council

Resolution № 29-2014

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

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, Gity Clark

CITY OF COLFAX ADMINISTRATIVE POLICIES AND PROCEDURES

Subject: Effective Date:

Investment Policy October 8, 2014

Resolution:

Resolution No. 29-2014

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 REQUIRMENTS

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.

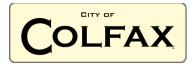
In selecting financial institutions for the deposit or investment of City funds, the City shall consider the credit-worthiness of the institution. Such credit-worthiness shall be monitored on a regular basis throughout the period in which City funds are deposited or invested.

- 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 MAY 10, 2023, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager Prepared by: Wes Heathcock, City Manager

Alfred A. "Mick" Cabral, City Attorney

Subject: Mayor Pro Tem Mendoza Resignation

Budget Impact Overview:

N/A: √ Funded: Un-funded: Amount: Fund(s):

RECOMMENDED ACTION: Discuss the process for filling the Council vacancy created by Mayor Pro Tem Mendoza's resignation and provide direction to staff.

Summary/Background

Councilmember Mendoza resigned from the City Council effective May 5. This means that as of May 5, 2023, her office will be vacant and there will only be four members of the City Council.

The Council must either appoint someone to fill the vacancy or call a special election to fill the vacancy. The Council has only 60 days to do either. See Government Code Section 36512 and Colfax Municipal Code §2.04.020. This means that the Council must either fill the vacancy or call a special election for that purpose by July 4, 2023.

The City Council's regular meetings between now and July 4 are on May 10 and 24, and June 14 and 28. The Council can make an appointment or call a special election at a special meeting, but it is preferable to do so at a regular meeting.

There is no legally prescribed process for filling a vacancy. The Council can take applications from interested citizens. It can directly solicit interested individuals. Any process that is reasonable can be followed.

When Ken Delfino resigned his seat in 2015, the Council published notice of its intent to fill the vacancy and solicited applications from individuals interested in being appointed. The Council reviewed the applications and appointed Will Stockwin to the Council during open session of a regular public meeting.

The Brown Act applies to Council discussions regarding the appointment. Although the Brown Act allows the Council to meet in closed session to discuss appointments, it cannot meet in closed session to discuss appointing Councilmember Mendoza's successor. Those discussions must occur in open session.

If the Council decides to call a special election instead of filling the vacancy by appointment, the election must be held on the next regularly scheduled election date not less than 114 days from the date the election is called. In all likelihood, that will mean calling a special election for November 7, 2023 or March 5, 2024.

Staff will be available to answer questions and provide additional information to assist the Council.

Fiscal Impacts

None of significance.

Attachments:

Letter of Resignation

To All:

This serves as my resignation from office as of 5/5/23, as I am going to be moving outside of the jurisdiction to explore new opportunities. I feel that the City should appoint a member of the public to council to fill my seat until the 2024 election to save Colfax a special election cost. My recommendation for that appointment is Andrea Harrison. She has the community leadership skills and dedication to the people of Colfax, is a multi generational citizen, and I feel she is the right person to fill the vacancy. Also, I recommend that Mayor Pro Tem Kim Douglass should remain in my former seat to rotate into 2024 Colfax Mayor position.

All my best, Marnie



Staff Report to City Council

FOR THE MAY 10, 2023, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager Prepared by: Wes Heathcock, City Manager Marguerite Bailey, City Clerk

Filling Temporarily Vacant Committee Assignments

Budget Impact Overview:

Subject:

N/A: √ Funded: Un-funded: Amount: Fund(s):

RECOMMENDED ACTION: Discuss and approve filling temporarily vacant committee assignments.

Summary/Background

The Colfax City Council may create or be a part of committees, boards, sub-committees, and commissions to assist in the conduct of the operation of the City government or which pertain to the business of the City with such duties as the Council may specify, consistent with the City Code. Past Practice in Colfax has been for the Mayor to propose appointments that are then subsequently approved by vote of the Council.

Mayor Pro Tem Mendoza resigned from the City Council effective May 5, 2023. This leaves 7 committee vacancies that must be filled. They are for the following committee assignments:

- Placer County Air Pollution Control District (Alternate)
- Placer Sierra Fire Safe Council (Alternate)
- League of California Cities Sacramento Valley Division Liaison (Primary)
- Bianchini Advisory Board (Primary)
- Placer Regional Homelessness Action Plan Ad Hoc (Primary)
- Colfax Skate Feature Ad Hoc
- Youth Commission Selection Committee

In addition to Mayor Pro Tem Mendoza's assignments, Council should appoint a representative to replace the City Manager on the following committees:

- Solid Waste Local Task Force
- Pioneer Community Energy

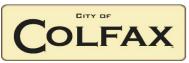
Staff will be available to answer any questions.

Fiscal Impacts

None of significance.

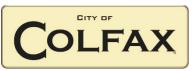
Attachments:

1. Mayor's Proposed Committee Appointments



2023 Committee Assignment List

External Board/Committee	Colfax Representative	Meeting Information	Meeting Location	Reimbursement/ Stipend
Placer County Economic Development Board (PCEDB)	Kim Douglass Alt: David Ackerman	11:30AM 3rd Thursday 4x/yr Jan/Apr/July/Sept	Auburn City Hall, 1225 Lincoln Wy Room 10 and via ZOOM	No Stipend
Weimar, Applegate, Colfax/Municipal Advisory Council (WAC/MAC)	David Ackerman Alt: Kim Douglass	6:00PM 3rd Wednesday every other month - Jan/Mar/May/July/Sept/Nov	Colfax City Hall	No Stipend
Sacramento Area Council of Governments (SACOG) Board of Directors	Trinity Burruss Alt: David Ackerman	9:30AM 3rd Thursday	1415 L. Street, Suite 300 Sacramento and via ZOOM	\$100 Stipend
Placer County Air Pollution Control District (PCAPCD)	Trinity Burruss Alt: Kim Douglass	2:30PM 2nd Thursday even numbered months	BOS Chambers 175 Fulweiler Ave Auburn	\$100 Stipend
Placer Mosquito & Vector Control District (PMVCD)	Will Stockwin Alt. David Ackerman	4:30PM 3rd Monday / Every Month	2021 Opportunity Dr Roseville	\$100 Stipend
Project Go (Conditional on City Participation)	Kim Douglass Alt. Sean Lomen	5:30PM 3rd Thursday	801 Vernon St Roseville	No Stipend
Placer County Transportation Planning Agency (PCTPA)	Trinity Burruss Alt: Sean Lomen	9:00AM 4th Wednesday / Every Month	BOS Chambers 175 Fulweiler Ave Auburn and via ZOOM	\$100 Stipend
Local Agency Formation Commission	Trinity Burruss	4:00PM 2nd Wednesday / Every Month	BOS Chambers 175 Fulweiler Ave Auburn and via ZOOM	\$100 Stipend
Solid Waste Task Force	TBD Alt: Sean Lomen	9:30AM 1st Thursday 4x/yr Feb/May/Aug/Nov	CRDC Cypress Room, 3091 County Center Dr, Suite 170, Auburn	No Stipend
Placer Sierra Fire Safe Council	Sean Lomen Alt: Kim Douglass	6:00PM 4th Thursday / Every Month	City of Colfax Council Chambers 33 S Main St	No Stipend



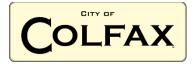
2023 Committee Assignment List

External Board/Committee (Continued)	Colfax Representative	Meeting Information	Meeting Location	Reimbursement/ Stipend
Placer County Selection Committee	Mayor	Yearly		No Stipend
League of California Cities Sacramento Valley Division Liaison	Kim Douglass Alt. Sean Lomen	1st Meeting March 31, 2023 in person in Colusa 4x/yr Additional Meetings TBD		No Stipend
Bianchini Advisory Board	Kim Douglass Alt. David Ackerman			No Stipend
Sierra Vista Community Center Liaison	David Ackerman Alt: Sean Lomen	6:00pm 3rd Wednesday	Community Center 55 School Street, Colfax	No Stipend
Colfax Schools Liaison	Trinity Burruss Alt: Sean Lomen			No Stipend
Pioneer Community Energy	TBD Alt: Kim Douglass	3:00PM 3rd Thursday	2510 Warren Drive, Suite B Rocklin, CA 95677	No Stipend
Placer County Flood Control and Water Conservation District (Board of Directors)	Sean Lomen	2nd Monday Monthly 4:00pm	Rocklin City Council Chambers 390 Rocklin Rd.	\$100 Stipend
Placer Regional Homelessness Action Plan Ad hoc	TBD Kim Douglass	As Needed		



2023 Committee Assignment List

Internal Board/Committee	Colfax Representative	Meeting Information	Meeting Location	Reimbursement/ Stipend
Colfax Bike Park	Kim Douglass David Ackerman	As Needed	To Be Determined	No Stipend
Colfax Skate Park	Sean Lomen David Ackerman	As Needed	To Be Determined	No Stipend
ISO Ad hoc	David Ackerman Sean Lomen	As Needed	To Be Determined	No Stipend
Council Policy Ad hoc	David Ackerman Trinity Burruss	As Needed	To Be Determined	No Stipend
Youth Commission Selection Committee	David Ackerman Kim Douglass 2-Elementary School Teachers 2-High School Teachers	Interview of Students in March. Decisions by March 31st.	City Hall, Colfax Elementary, Colfax High School	No Stipend
Colfax Youth Commission	5 Students (3-High Schoolers, 2-Sixth- Eighth Graders.)		Colfax Elemetary School	TBD



Staff Report to City Council

FOR THE MAY 10, 2023, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager Prepared by: Wes Heathcock, City Manager Marguerite Bailey, City Clerk

Establishing a Private Development Service Fees Ad Hoc Committee

Budget Impact Overview:

Subject:

N/A: √ Funded: Un-funded: Amount: Fund(s):

RECOMMENDED ACTION: Discuss and establish a Private Development Service Fees Ad Hoc Committee with the goal of adopting an ordinance that allows the City to charge and collect fees for services provided to private developments.

Summary/Background

At the March 8, 2023, City Council meeting, Mayor Burruss sought and obtained Council approval to discuss the feasibility and desirability of adopting an ordinance that would allow the City to charge and collect fees for services to private developments. The specific request related to snow removal from private roads during storm events. At the April 12, 2023 City Council meeting, the agenda item topic was discussed again and Council proposed the establishment of a Private Development Service Fees Ad Hoc Committee to provide specific advice and suggestions to the City Council for further consideration.

Fiscal Impacts:

None of significance at this time.

Attachments:

None