



CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



MAYOR WILL STOCKWIN • MAYOR PRO TEM MARNIE MENDOZA
COUNCILMEMBERS • STEVE HARVEY • KIM DOUGLASS

REGULAR MEETING AGENDA

March 14, 2018

Regular Session 7:00 PM

1. CALL TO ORDER

- 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. PRESENTATION

- 2A. **Union Pacific Railroad**
Francis Castillo, Director, Public Affairs

3. CONSENT CALENDAR

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

RECOMMENDED ACTION: Approve Consent Calendar

- 3A. **Minutes – Regular meeting February 28, 2018**
Recommendation: Approve the Minutes of the Regular Meeting of February 28, 2018.
- 3B. **Easements for Village Oak subdivision development**
Recommendation: Adopt Resolution 16-2018 authorizing acceptance of the Emergency Vehicle Access Easement, the Sewer Easement and the Public Utility Easement between the City of Colfax and the Village Oaks Community, LLC, Sierra Oaks Estates, LLC, and Pinetop Properties, LLC.
- 3C. **Sierra Vista Community Center Donation**
Recommendation: Authorize donating \$50 to organizers of the Chocolate, Wine and Art Indulgence event at Sierra Vista Community Center from the Council budget for Economic Development – Event Support.

4. PUBLIC COMMENT

Members of the audience are permitted to address the Council on matters of concern to the public within the subject matter jurisdiction of the City Council that are not listed on this agenda. Please make your comments as brief as possible; not to exceed three (3) minutes in length. The Council cannot act on items not included on this agenda; however, if action is required it will be referred to staff.



5. COUNCIL, STAFF AND OTHER REPORTS

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.

- 5A. Committee Reports and Colfax Informational Items - All Councilmembers**
- 5B. City Operations Update – City staff**
- 5C. Additional Reports – Agency partners**

6. COUNCIL BUSINESS

- 6A. Agreement with Vision Quest for Information Technology Services**
Staff Presentation: Wes Heathcock, City Manager
Recommendation: Adopt Resolution 17-2018 authorizing the City Manager to enter into a professional services agreement with Vision Quest Information Solutions Inc for a three year term with an option to renew for an additional two years

7. GOOD OF THE ORDER - INFORMAL COUNCIL STATEMENTS REGARDING THE BUSINESS OF THE CITY

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

8. ADJOURNMENT

I, Lorraine Cassidy, City Clerk for the City of Colfax declare that this agenda was posted at Colfax City Hall and the Colfax Post Office. The agenda is also available on the City website at www.Colfax-ca.gov.


Lorraine Cassidy, 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.





City of Colfax
 City Council Minutes
 Regular Meeting of Wednesday, February 28, 2018
 City Hall Council Chambers
 33 S. Main Street, Colfax CA

1 OPEN SESSION

1A. Call to Order

Mayor Stockwin called the Meeting to order at 7:00PM.

1B. Pledge of Allegiance

Sergeant Ty Conners, Colfax Sub-station Commander, led the Pledge of Allegiance.

1C. Roll Call

Council members present: Douglass, Harvey, Mendoza, Stockwin

1D. Approval of Agenda Order

On a motion by Councilmember Harvey, seconded by Councilmember Douglass, the City Council approved the agenda order.

AYES: Douglass, Harvey, Mendoza, Stockwin

2 CONSENT CALENDAR

2A. Minutes - Regular Meeting February 14, 2018

Recommendation: Approve the Minutes of the Regular Meeting of February 14, 2018.

2B. Cash Summary Report – January, 2018

Recommendation: Accept and file.

2C. First Amendment to the Sierra Oaks Estates/Village Oaks Reimbursement Agreement

Recommendation: Adopt Resolution 09-2018 approving the First Amendment to the Reimbursement Agreement for the Sierra Oaks Estates/Village Oaks Project.

2D. Staffing Adjustments

Recommendation: Adopt Resolution 10-2018 approving staffing adjustment to eliminate the Accounting Assistant position and revise the Accounting Technician position.

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Mendoza, Council approved the Consent Calendar.

AYES: Douglass, Harvey, Mendoza, Stockwin

3 PUBLIC COMMENT

There was no public comment.

4 COUNCIL, STAFF, AND OTHER REPORTS

4A. Committee Reports and Colfax Informational Items – All Councilmembers

Councilmember Harvey

- Councilmember Harvey represented the City on the Placer County Transportation Planning Agency board.

Councilmember Douglass

- Councilmember Douglass attended the 2nd Wednesday Meeting with Supervisor Montgomery.
- He represented the City on the SACOG board, the Sierra Vista Community Center board and Pioneer Energy board.

Mayor Pro Tem Mendoza

- Mayor Pro Tem Mendoza complimented City staff and first responders for their quick response to the train derailment last week.

Mayor Stockwin

- Mayor Stockwin spoke with Francisco Castillo from Union Pacific regarding the train derailment. He has asked Mr. Castillo to give a presentation to Council regarding the train derailment and general railroad safety.
- He represented the City at the Fire Safe Council meeting.

4B. City Operations – City Staff*City Manager Heathcock*

- City Manager Heathcock shared the public can contact Placer County Sheriff's Department if they need shelter during the upcoming storms to request the Sierra Vista Community Center open as a warming center. Staff will be running snowplows during snow events.
- Staff has sent the owner of the historic hotel a Notice of Intent to Lien the property.

4C. Additional Reports – Agency Partners*Sergeant Ty Conners, Placer County Sheriff Office Colfax Substation Commander*

- Sergeant Conners informed Council the deputies have ruled out the suspects in the break-in at the Corp Yard. Remember to catalogue your tools and equipment with serial numbers or mark your property for recovery in the event of a robbery.
- He is coordinating another active shooter drill at the high school to train new staff.
- On behalf of the Green Machine, Sergeant Conners reminded everyone to purchase tickets for the Crab Feed fundraiser which will be March 10, 2018 at the Sierra Vista Community Center.

Officer Chris Nave, California Highway Patrol (CHP) Gold Run Public Information Officer

- Officer Nave stated the winter safety event at Bass Pro Shops was successful, with over 100 attending.
- CHP will be hosting a Winter Driving Safety Clinic at the Gold Run Rest Stop this Friday.

Chief Brian Eagan, Colfax Fire Department Battalion Chief

- Chief Eagan stated the Fire Department took the lead as first responders during the train derailment episode in downtown Colfax.
- He is working with the volunteers to put together purchase orders for the \$37,000 matching funds received from the VFA Grant through Cal Fire.
- The vegetation clean-up at the Wastewater Treatment Plant and Landfill should commence in late April.

Councilmember Harvey thanked Chief Eagan for following up on the mastication of City properties. It is a very important step for town safety.

Frank Klein, President Colfax Area Chamber of Commerce

- Mr. Klein invited Council and Chamber members to attend the March 7, 2018 annual chamber luncheon.

Sharon Conners, Sierra Vista Community Center

- Ms. Conners highlighted the events on the Sierra Vista Community Center calendar.
- She handed out the flyer for the Chocolate, Wine and, Art Indulgence which will be hosted on April 28, 2018 at 6PM. Tickets are \$15.
- She requested Council consider donating \$50 to use towards purchase of a banner to advertise the annual Chocolate, Wine and, Art Indulgence.

Council agreed to place this on the next agenda.

Fred Abbott, City of Colfax Event Liaison

- Mr. Abbott announced he will be coordinating this year's Railroad Days event on September 15 and 16, 2018. He is proposing a Spaghetti Feed on the 15th and a Pancake Breakfast on the 16th as part of the weekend activities. He will need Volunteers for the event, particularly for overnight security.

5 **PUBLIC HEARING**

5A. **Second reading and possible adoption of an ordinance Establishing Commercial Cannabis Regulations.**

Staff Presentation: Alfred A. "Mick" Cabral, City Attorney

Recommendation: Read the proposed ordinance by title only, waive the second reading, conduct a public hearing and consider adopting Ordinance 536 establishing Commercial Cannabis Regulations to be effective in 30 days.

5B. **Second reading and possible adoption of an ordinance Colfax Municipal Code Chapter 17.162.**

Staff Presentation: Alfred A. "Mick" Cabral, City Attorney

Recommendation: Read the proposed ordinance by title only, waive the second reading, conduct a public hearing and consider adopting Ordinance 535 Amending Municipal Code Chapter 17.162 pertaining to Commercial Cannabis Regulations, to be effective in 30 days.

Mayor Stockwin opened the public hearing for both ordinances at 7:36PM.

City Attorney Cabral explained the purpose of the ordinances is to develop comprehensive regulations for commercial cannabis activities within the City. Ordinance 536 sets forth the regulations and Ordinance 535 moves the regulatory component from Chapter 17 of the Municipal Code while keeping the land use component of cultivation in Chapter 17. He complimented the ad hoc Cannabis Committee for doing a very thorough job.

There were no questions or comments from Council.

Rich Miller, an area resident, asked several specific questions regarding employee background checks, unannounced inspections, renewal timing and testing procedures.

Jim Dion, business owner, expressed concerns about the timing for the renewal process.

Council and staff discussed each question in turn and determined the ordinances were appropriate as written. If changes to the ordinance become necessary, Council can revisit the ordinances in the future.

Mayor Stockwin closed the public hearing at 8:00PM.

On a motion by Mayor Pro Tem Mendoza, seconded by Councilmember Douglass, Council waived the second reading and adopted Ordinance 536 establishing Commercial Cannabis Regulations to be effective in 30 days.

AYES: Douglass, Mendoza, Stockwin

NOES: Harvey

On a motion by Mayor Pro Tem Mendoza, seconded by Councilmember Douglass, Council waived the second reading and adopted Ordinance 535 Amending Municipal Code Chapter 17.162 Pertaining to Cannabis Regulations, to be effective in 30 days.

AYES: Douglass, Harvey, Mendoza, Stockwin

Councilmember Harvey mentioned he will vote yes on ordinances or resolutions only if he feels they are not in conflict with Federal Law.

6 COUNCIL BUSINESS

6A. Agreements for Federal Transportation Funds and the S. Auburn St. and I-80 Roundabout Project

Staff Presentation: Dane Schilling, City Engineer

Recommendation: Adopt Resolution 11-2018 authorizing the City Manager to execute a Master Agreement Administering Agency-State Agreements for Federal-Aid Projects, a Program Supplement Agreement, and Finance Letters for the S. Auburn St. and I-80 Roundabout Project.

City Engineer Schilling explained the City is required to have two agreements in place in order to receive federal and state funds. The first is an overarching Master Agreement and the second is project specific to acknowledge the Roundabout Project funds granted to the City for the project. These are basically a formality required by the State to administer the funding. Also included in this resolution is authorization for the City Manager to communicate with the State regarding the project on behalf of the City.

Councilmember Harvey stated it is imperative the City have an agreement in writing with the developer regarding his contribution to the project before Council moves beyond this point. Mayor Stockwin supported Councilmember Harvey's statement.

Staff assured Council they have communicated this clearly to the developer and are meeting with them again this week to work out the details.

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Mendoza, Council adopted Resolution 11-2018 authorizing the City Manager to execute a Master Agreement Administering Agency-State Agreements for Federal-Aid Projects, a Program Supplement Agreement, and Finance Letters for the S. Auburn St. and I-80 Roundabout Project.

AYES: Douglass, Harvey, Mendoza, Stockwin

6B. Adopt resolutions establishing the application process, fees and background check for commercial cannabis businesses.

Staff Presentation: Alfred A. "Mick" Cabral, City Attorney

Recommendation: 1) Adopt Resolution 12-2018 approving the procedures to operate a commercial cannabis business in Colfax; 2) Adopt Resolution 13-2018 establishing and adopting fees to process applications for Commercial Cannabis Activity Permits. 3) Adopt Resolution 14-2018 authorizing access to state and federal level Summary Criminal History Information for employment, licensing or certification purposes in order to implement Colfax Municipal Code Chapter 5.32 pertaining to Commercial Cannabis Regulation.

City Attorney Cabral explained the purposes of the three resolutions presented in this item. Resolution 12-2018 outlines a comprehensive process for application and approval of potential cannabis retailers. Resolution 13-2018 sets the application fees to be revenue neutral for the City's administration of the process. Resolution 14-2018 authorizes the City to access federal information for background checks.

City Manager Heathcock explained this is the next step required of Ordinance 536.

Mayor Stockwin expressed concern about the language in the guidelines pertaining to requiring a living wage for employees.

Council and staff discussed the point and determined it is not necessary to include in the guidelines. They agreed to amend the regulations by striking the bullet point in the guidelines regarding living wages.

Sharon Conners, local resident, asked who would be paying for the background checks and was assured these fees will not come from City general funds.

Mr. Miller asked when the application period will begin for cannabis retailers and learned it will be open on April 2, 2018.

On a motion by Mayor Pro Tem Mendoza, seconded by Councilmember Douglass, Council adopted Resolution 12-2018 approving the procedures to operate a commercial cannabis business in Colfax as amended.

AYES: Douglass, Mendoza, Stockwin

NOES: Harvey

On a motion by Mayor Pro Tem Mendoza, seconded by Councilmember Douglass, Council adopted Resolution 13-2018 approving establishing and adopting fees to process applications for Commercial Cannabis Activity permits.

AYES: Douglass, Mendoza, Stockwin

NOES: Harvey

On a motion by Mayor Pro Tem Mendoza, seconded by Councilmember Douglass, Council adopted Resolution 14-2018 authorizing access to State and Federal level Summary Criminal History Information for employment, licensing or certification purposes in order to implement Colfax Municipal Code Chapter 5.32 pertaining to Commercial Cannabis Regulation.

AYES: Douglass, Harvey, Mendoza, Stockwin

6C. Consolidation of the November 6, 2018 election and request for election services by the County Clerk

Staff Presentation: Lorraine Cassidy, City Clerk

Recommendation: Adopt Resolution 15-2018: declaring an election to be held in the City of Colfax jurisdiction on November 6, 2018; requesting the Placer County Board of Supervisors to consolidate this election with any other election conducted on said date; and requesting election services by the County Clerk.

City Clerk Cassidy explained this resolution is normally presented to Council in May or June, but staff is bringing it to Council now due to the vacancy on Council created by the resignation of Tony Hesch.

City Attorney Cabral clarified this is the last meeting in which the election can be called to fill the vacancy.

There was no comment by Council or the public.

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Mendoza, Council adopted Resolution 15-2018: declaring an election to be held in the City of Colfax jurisdiction on November 6, 2018; requesting the Placer County Board of Supervisors to consolidate this election with any other election conducted on said date; and requesting election services by the County Clerk.

AYES: Douglass, Harvey, Mendoza, Stockwin

6D. Mid-year Budget Review – Fiscal Year 2017-2018

Staff Presentation: Laurie Van Groningen, Finance Director

Recommendation: Review and accept the Mid-year Budget Report FY2017-2018.

Finance Director Van Groningen explained the report includes a thorough evaluation of each account and the projected expenses and revenues based on the financial activity of the City between July 2017 and December 2017. This analysis will serve as the baseline for building the two year budget which staff will immediately begin to develop for a Council workshop and approval before the end of June this year. She highlighted the significant details of the staff report noting that overall City funds are \$82,000 better than projected.

Council asked a few question and there was no public comment.

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Mendoza, Council accepted the Mid-year Budget Report for FY2017-2018.

AYES: Douglass, Harvey, Mendoza, Stockwin

7 GOOD OF THE ORDER – INFORMAL COUNCIL STATEMENTS REGARDING THE BUSINESS OF THE CITY

Councilmember Douglass asked City Attorney Cabral if it is legal to smoke marijuana in public. It is not.

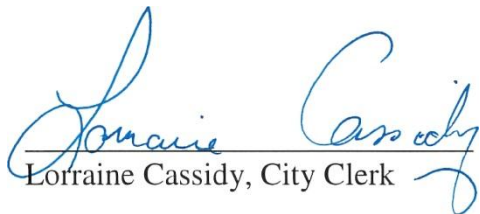
Councilmember Harvey stated the potholes on the highways near Colfax are indicative of the State's prioritization of SB1 funds. In contrast, San Diego has been granted millions of dollars to upgrade their public transit facilities.

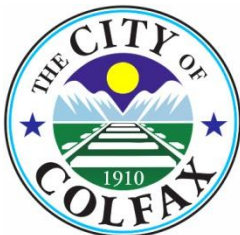
Mayor Stockwin remarked that the City will experience winter tonight but spring will be as early as next week!

8 ADJOURNMENT

As there was no further business on the agenda, Mayor Stockwin adjourned the meeting at 8:39PM.

Respectfully submitted to City Council this 14th day of March, 2018


Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MARCH 14, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Amy Feagans, Planning Director
DATE: February 28, 2018
SUBJECT: Easements for Village Oak subdivision development

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Adopt Resolution No. 16-2018 Authorizing Acceptance of the Emergency Vehicle Access Easement, the Sewer Easement and the Public Utility Easement between the City of Colfax and the Village Oaks Community, LLC, Sierra Oaks Estates, LLC, and Pinetop Properties, LLC.

PROJECT SUMMARY:

Village Oaks Emergency Vehicle Access Easement

The Village Oaks subdivision project was approved on February 14, 2018 creating 39 single family lots. Condition number 43 requires that emergency vehicle access (EVA) be provided from the neighboring Sierra Oaks Estates project, through the proposed single family lot subdivision to the existing Pinetop Apartments complex.

The EVA easement will be a nonexclusive agreement between the City of Colfax and the Village Oaks Community Limited Liability Corporation (LLC) for use primarily by emergency vehicles and also PCWA. It will not be available for daily use and access by the general public. The easement language has been prepared by the applicant as required and reviewed by the City Attorney (Exhibit A to the Resolution).

Village Oaks Sewer Easement

The majority of the sewer to be installed for the Village Oaks project will be privately owned and privately maintained. There is however, a portion of the sewer trunk line that will require upsizing to accommodate the City’s needs. The developer will be completing this work as part of the construction for the Village Oaks (and Sierra Oaks Estates) project but this portion of the line will be owned and maintained by the City. A separate document has been prepared for this easement. (Exhibit B to the Resolution)

Sierra Oaks Estates Sewer Easement

As with the Village Oaks sewer easement above, a portion of the City-owned trunk line will be within the Sierra Oaks Estates project. The developer will upsize the line to accommodate City demand and the City will own it and be responsible for the maintenance of the line. A separate document has been prepared for this easement. (Exhibit C to the Resolution)

Pinetop Properties Sewer Easement

As with the previous two easements, there is a portion of the sewer trunk line that is located within the parcel owned by Pinetop Properties, LLC. Again, the developer will do the construction work to upsize the line and the City will own and maintain the sewer pipe. A separate document has been prepared for this easement. (Exhibit D to the Resolution)

Public Utility Easement

The final easement requested as part of this action is for a Public Utility Easement (PUE) to be located along Iowa Hill Road within the parcel owned by Pinetop Properties, LLC. This PUE will provide for the installation of PG&E lines, and possibly for the installation of telecommunication lines or broadband service of public benefit. As with the other three easements, a separate document has been prepared for this easement. (Exhibit D to the resolution)

STAFF RECOMMENDATION:

Approve the attached Resolution with attachments.

Attachment:

1. Resolution 16-2018
2. Attachments to Resolution – Exhibits A-E

City of Colfax

City Council

Resolution № 16-2018

ACCEPTANCE OF THE EMERGENCY VEHICLE ACCESS EASEMENT, THE SEWER EASEMENT AND THE PUBLIC UTILITY EASEMENT FROM VILLAGE OAKS COMMUNITY, LLC, SIERRA OAKS ESTATES, LLC, AND PINETOP PROPERTIES, LLC

WHEREAS, conditions of approval for the Sierra Oaks Estates Vesting Tentative Subdivision Map and for the Village Oaks Communities Vesting Tentative Subdivision Map require certain easements to be provided; and,

WHEREAS, easements required to be granted to the City include the following:

- An Emergency Vehicle Easement (EVA) from Village Oaks Community, LLC as described in Exhibit A
- A Sewer Easement from Village Oaks Community, LLC as described in Exhibit B
- A Sewer Easement from Sierra Oaks Estates, LLC as described in Exhibit C
- A Sewer Easement from Pinetop Properties, LLC as described in Exhibit D
- A Public Utility Easement (PUE) from Pinetop Properties, LLC as described in Exhibit E; and

WHEREAS, Government Code Section 27281 requires an easement to include a certificate or resolution of acceptance; and

WHEREAS, the easement and certificate of acceptance language has been reviewed and found acceptable by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax authorizes the City Manager to sign certificates of acceptance for the aforementioned easements and as described in the attached exhibits.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 14th day of March 2018 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Will Stockwin, Mayor

Lorraine Cassidy, City Clerk

Exhibit A

Recording requested by
Village Oaks Community LLC

AND WHEN RECORDED MAIL TO:

The City of Colfax
Attn: City Manager
P.O. Box 702
Colfax CA 95713

Space above this line for recorder's use

EMERGENCY VEHICLE ACCESS EASEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Village Oaks Community LLC, a California limited liability company, (hereinafter called "GRANTOR") hereby grants to the City of Colfax, a public body (hereinafter called "CITY") a non-exclusive permanent easement in, on, over, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement (hereinafter called "PROPERTY"). In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is right-of-way for emergency services access by the CITY in, on, over and across the PROPERTY subject to the terms and conditions that follow.

1. GRANTOR grants to the CITY:

- (a) an easement over the GRANTOR's PROPERTY for the purpose of emergency services (including but not limited to fire, police and ambulance services) access;
- (b) the right of ingress and egress by the CITY's emergency vehicles over and across GRANTOR's PROPERTY over the streets and roadways that may exist from time to time thereon;
- (c) the right of ingress and egress by authorized CITY personnel engaged in emergency services and related emergency equipment.
- (d) the right from time to time to trim and to cut down and clear away any and all trees, brush and landscaping now or hereafter in the easement area and to trim and

cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the CITY's rights hereunder for clear passage of its emergency vehicles.

- (e) the right to use, access and open all current and future gates on all streets and roadways within the easement area, including any equipment or passcodes needed to unlock any such gates.

2. **Indemnification.** CITY must indemnify, defend and hold harmless GRANTOR from and against any and all liabilities, damages, claims, costs, actions, or suits, including for personal injury, death, property damage, and reasonable attorney's fees, which arise directly or indirectly out of, or in connection with the CITY's use of its right-of-way for emergency services access, unless the liabilities, damages, claims, costs, actions, or suits are solely caused by the negligence or willful misconduct of GRANTOR. Notwithstanding any other provision hereof, CITY shall not be required to indemnify GRANTOR for any damage to GRANTOR's streets and roadways caused solely by the acts or omissions of GRANTOR.

3. **Notice.** Any notice between the parties must be in writing and may be personally delivered or sent by certified U.S. mail to the following addresses or other addresses as the parties may from time to time designate in a written notice:

To GRANTOR : Village Oaks Community LLC
 Attn: Eric R. Stauss
 9724 Wedgewood Place
 Granite Bay, CA 95746

To CITY: City of Colfax
 33 South Main Street
 Colfax, CA 95713

4. **Attorney's Fees.** The prevailing party in any action to enforce or interpret this easement shall be entitled to recover the full amount of all costs, including reasonable attorney's fees that the prevailing party has incurred as a result of such action.

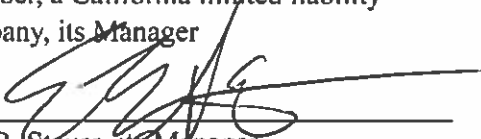
5. **Successors and Assigns.** The easement and covenants contained herein shall be and constitute easements and covenants running with the land. Each of the rights and obligations created by this Emergency Vehicle Access Easement shall be for the benefit of and shall be binding upon each successor owner of the GRANTOR'S PROPERTY.

6. Binding Effect. This Emergency Vehicle Access Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of GRANTOR and CITY.

IN WITNESS WHEREOF, GRANTOR has executed this Emergency Vehicle Access Easement.

GRANTOR

Village Oaks Community LLC
a California limited liability company
By: Pinetop Properties LLC, its sole member,
a California limited liability company, its
Managing Member
By: Monarch Mine Investments LLC,
Member, a California limited liability
company, its Manager

By: 
Eric R. Stauss, its Manager

Dated: February 27, 2018

Accepted:

CITY OF COLFAX

By _____
Wes Heathcock
City Manager

Dated: _____

EXHIBIT "A"

Description of
E.V.A. EASEMENT

Situated in the City of Colfax, County of Placer, State of California and being a portion of the southwest quarter of Section 2, Township 14 North, Range 9 East, M.D.B. & M., being also a portion of Parcel 4 as said Parcel is shown and delineated on the final map of "Pinetop Estates", filed for record in the Office of the Recorder of Placer County in Book 35 of Parcel Maps, at Page 103, being also a portion of that certain Grant Deed to Village Oaks Community, LLC, a California limited liability company, filed for record in the Office of said Recorder as Document No. 2018-0001934, and being described as follows:

Beginning at a point located on the north line of said Parcel 4 and said Grant Deed which bears North 87° 32' 39" West 215.05 feet from an angle point in said north line, said angle point being also the southeast corner of Parcel "A", as said Parcel "A" is shown on the Final Map of "Pinetop", filed for record in the Office of said Recorder in Book Q of Maps, at Page 15; thence from said POINT OF BEGINNING South 24° 41' 42" West 18.67 feet; thence South 02° 16' 17" West 73.38 feet; thence South 87° 32' 39" East 291.70 feet; thence North 44° 13' 06" East 25.61 feet; thence South 45° 46' 54" East 189.49 feet; thence South 72° 16' 54" East 3.57 feet to the east line of said Grant Deed; thence along said Grant Deed South 00° 25' 58" West 21.22 feet; thence leaving said Grant Deed line, curving to the right on an arc of a 374.93 foot radius curve, said arc having an interior angle of 02° 15' 34", an arc length of 14.79 feet and being subtended by a chord bearing North 70° 54' 08" West 14.78 feet; thence North 45° 46' 54" West 173.99 feet; thence South 44° 13' 06" West 14.56 feet; thence North 87° 32' 39" West 320.59 feet; thence North 02° 16' 17" East 97.28 feet; thence North 02° 41' 42" East 14.46 feet to the north line of said Parcel 4, being the north line of said Grant Deed; thence along said last mentioned line South 87° 32' 39" East 21.61 feet to the Point of Beginning.

The basis of bearings for this description is identical with that certain Parcel Map filed for record in the Office of the Recorder of Placer County in Book 35 of Parcel Maps, at Page 103.

End of Description


William F. McKinney, PLS 4715



JANUARY 26, 2018
Date:

EXHIBIT "B"

E.V.A. EASEMENT

PINETOP ESTATES

PORTION OF PARCEL 4 OF DOC. NO. 2017-0045327 O.R.P.C.

CITY OF COLFAX, PLACER COUNTY, CALIFORNIA

JANUARY 2018 SCALE 1"=40'

RFE ENGINEERING, INC.

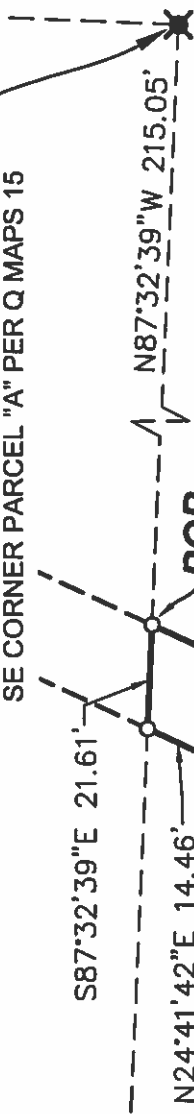
SHEET 1 OF 2



William F. McKinney
JANUARY 26, 2018

PARCEL "A"
Q MAPS 15

ANGLE POINT IN NORTH LINE OF PARCEL 4
PER DOC. NO. 2017-0045327 O.R.P.C., ALSO
SE CORNER PARCEL "A" PER Q MAPS 15



N87°32'39"W 215.05'

S24°41'42"W 18.67'

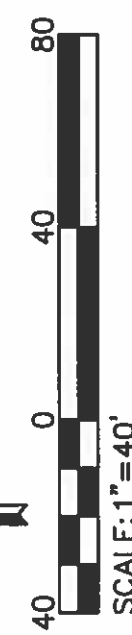
S02°16'17"W 73.38'
N02°16'17"E 97.28'

PARCEL 4 OF 35 PM 103
PER DOC. NO.
2018-0001934 O.R.P.C.
APN:101-170-029

S87°32'39"E 291.70'

N87°32'39"W 320.59'

20'



LEGEND:

- EASEMENT CONVEYED
- LOT LINE

AREA OF EASEMENT = 12,382 SQ FT

EXHIBIT "B"

E.V.A. EASEMENT

PINETOP ESTATES

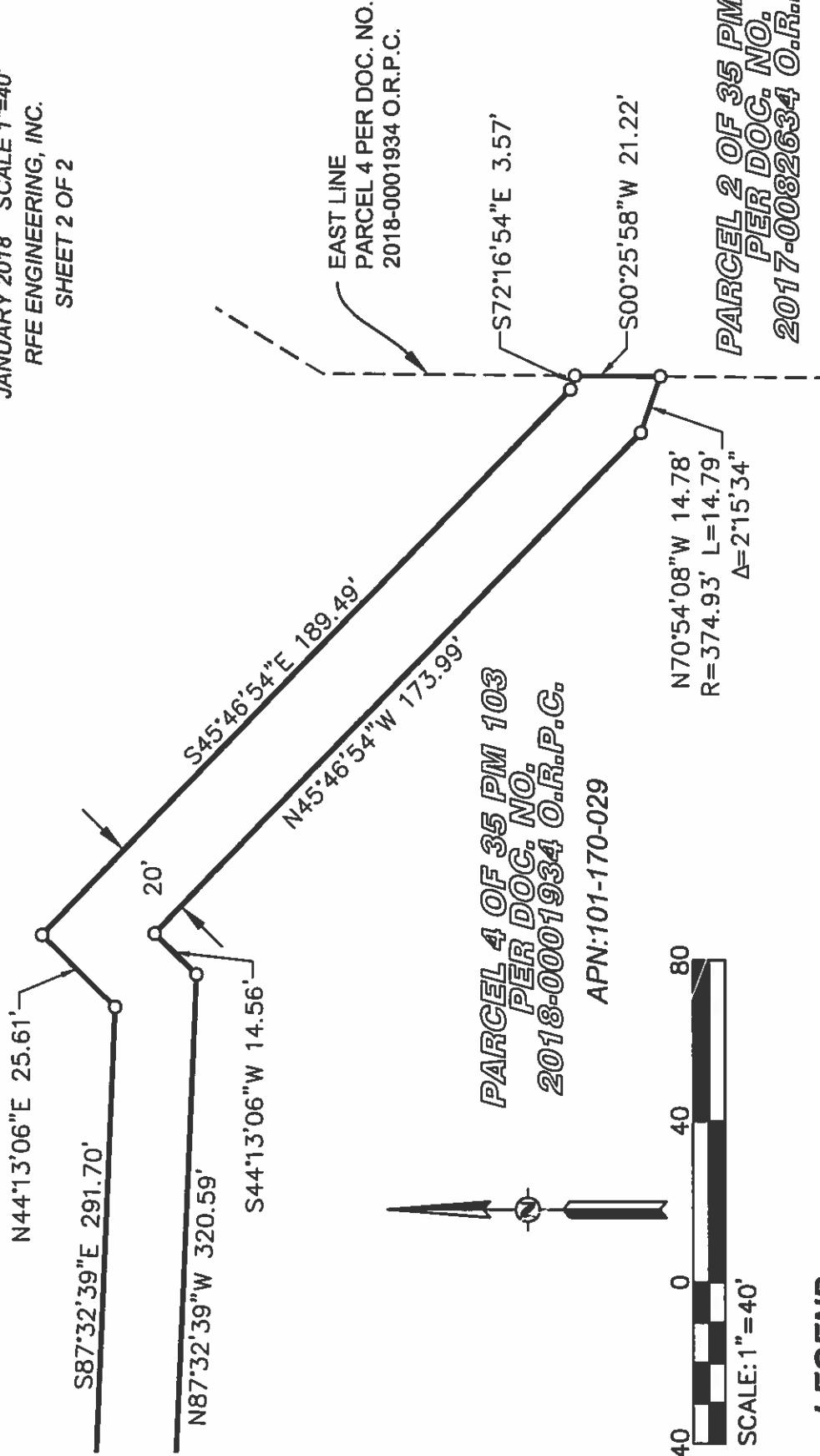
PORTION OF PARCEL 4 OF DOC. NO. 2017-0045327 O.R.P.C.

CITY OF COLFAX, PLACER COUNTY, CALIFORNIA

JANUARY 2018 SCALE 1"=40'

RFE ENGINEERING, INC.

SHEET 2 OF 2



PARCEL 4 OF 35 PM 103
PER DOC. NO.
2018-0001934 O.R.P.C.
APN:101-170-029

PARCEL 2 OF 35 PM 103
PER DOC. NO.
2017-0082634 O.R.P.C.

EAST LINE
PARCEL 4 PER DOC. NO.
2018-0001934 O.R.P.C.



LEGEND:

- EASEMENT CONVEYED
- - - LOT LINE

California All-Purpose Acknowledgment

Civil Code §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Placer)

On February 27, 2018 before me, Lorraine Cassidy (here insert name of Notary)

Notary Public, personally appeared Eric R. Stauso

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(place notary seal above)

Signature Lorraine Cassidy

Optional Additional Information:

DESCRIPTION OF ATTACHED DOCUMENT:

Emergency Vehicle Access Easement (Title or type of document)

Number of Pages 6 Document Date February 27, 2018

Signer(s) Other Than Named Above:

**CERTIFICATE OF ACCEPTANCE
(Government Code 27281)**

This is to certify that the City Council of the City of Colfax, State of California, on the _____ day of _____ 2018, by resolution n o . _____ regularly passed and entered in the minutes of said Council, did hereby accept, the interest in real property conveyed by the grant of easement dated _____, granted by _____, to the City of Colfax, a municipal corporation in the County of Placer, State of California and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Wes Heathcock

Its: City Manager

Reference APNs: _____

Project: _____

Exhibit B

Recording requested by
Village Oaks Community LLC

AND WHEN RECORDED MAIL TO:

Eric R. Stauss for
Village Oaks Community, LLC
9724 Wedgewood Place
Granite Bay, CA 95746

Space above this line for recorder's use

SEWER EASEMENT

FOR VALUABLE CONSIDERATION, Village Oaks Community LLC, a California Limited Liability Company, (hereinafter called "GRANTOR") hereby grants to the City of Colfax, a public body, (hereinafter called "CITY") a nonexclusive permanent easement in, on, over, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement (hereinafter called the "EASEMENT AREA"). In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is for city sewer line installation and maintenance by the CITY in, on, over and across the EASEMENT AREA subject to the terms and conditions that follow.

I. GRANTOR grants to the CITY:

- (a) an easement over the EASEMENT AREA for the purpose of installing, replacing and maintaining the city's underground sewer line;
- (b) the right from time to time to trim and to cut down and clear away any and all trees, tree roots, brush and landscaping now or hereafter on the EASEMENT AREA which may interfere, but only to the extent of the interference, with the exercise of the CITY's rights hereunder.

- (c) the right to use, access and open all current and future gates on all streets and roadways within the EASEMENT AREA or which are controlled by GRANTOR and which control access to the EASEMENT AREA, including any equipment or pass codes needed to unlock any such gates, for the purpose of CITY exercising its rights hereunder.
- (d) the right to pass over adjacent land owned by GRANTOR to the minimum extent required for the purpose of accessing the EASEMENT AREA in performance of activities in accordance with CITY'S rights hereunder.
2. Limited Construction. GRANTOR shall not construct any permanent structure in the EASEMENT AREA. CITY shall not construct any above ground or ground level facility except for sewer manholes used for maintenance of the sewer line.
3. Repairs. The CITY shall promptly repair any and all damage caused to the EASEMENT AREA, landscaping, fencing, and other improvements within and outside the EASEMENT AREA, caused by or related to CITY'S exercise of its rights hereunder.
4. Indemnification. CITY shall indemnify, defend and hold harmless GRANTOR from and against any and all liabilities, damages, claims, costs, actions, or suits, including for personal injury, death, property damage, and reasonable attorney's and consultant's fees and costs, which arise directly or indirectly out of, or in connection with, this Agreement and/or the CITY's use, operation or maintenance of its easement granted herein, unless the liabilities, damages, claims, costs, actions, or suits are solely caused by the active negligence or willful misconduct of GRANTOR. Notwithstanding any other provision hereof, CITY shall not be required to indemnify GRANTOR for any damage to GRANTOR's streets and roadways caused solely by the acts or omissions of GRANTOR.
5. Notice. Any notice between the parties must be in writing and may be personally delivered or sent by certified U.S. mail to the following addresses or other addresses as the parties may from time to time designate in a written notice:

To GRANTOR : Village Oaks Community LLC
c/o Eric R. Stauss
9724 Wedgewood Place
Granite Bay, CA 95604

To CITY: City of Colfax
33 South Main Street
Colfax, CA 95713

4. Attorney's Fees. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover the full amount of all costs, including reasonable attorney's fees that the prevailing party has incurred as a result of such action.

5. Successors and Assigns. The easement and covenants contained herein shall be and constitute easements and covenants running with the land. Each of the rights and obligations created by this Sewer Easement shall be for the benefit of and shall be binding upon each successor owner of the EASEMENT AREA.

6. Binding Effect. This Emergency Vehicle Access Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of GRANTOR and CITY.

IN WITNESS WHEREOF, GRANTOR has executed this Sewer Easement.

GRANTOR

Village Oaks Community LLC,
a California Limited Liability Company
By: Pinetop Properties LLC, its sole
member, a California Limited Liability
Company, its Managing Member,
By: Monarch Mine Investments LLC,
Member, a California Limited Liability
Company, its Manager

By  _____
Eric R. Stauss, its Manager

Dated: March 5, 2018

Accepted:

CITY OF COLFAX

By _____
Wes Heathcock

Dated: _____


EXHIBIT "A"

Description of
SEWER EASEMENT

Situated in the City of Colfax, County of Placer, State of California and being a portion of the southwest quarter of the southwest quarter of Section 2, Township 14 North, Range 9 East, M.D.M., being also a portion of Parcel 4 of that certain Parcel Map entitled "Pinetop Estates", filed for record in the Office of the Recorder of Placer County in Book 35 of Parcel Maps, at Page 103, being also a portion of that certain Grant Deed to Village Oaks Community, LLC, a California limited liability company, filed for record in the Office of said Recorder in Document No. 2018-0001934 of Official Records, being described as follows:

Beginning at the northwest corner of said Parcel 4, said POINT OF BEGINNING being also located on the southerly line of Area "K", as said Area "K" is dedicated by and shown on that certain Parcel Map filed for record in the Office of said Recorder in Book 19 of Parcel Maps, at Page 105; thence from said POINT OF BEGINNING along the north line of said Parcel 4, being also the south line of said Area "K", curving to the left on an arc of a 580.00 foot radius curve, said arc having an interior angle of $06^{\circ} 05' 44''$, an arc length of 61.70 feet and being subtended by a chord bearing South $69^{\circ} 11' 07''$ East 61.68 feet; thence leaving said north line and said south line South $60^{\circ} 37' 36''$ East 26.58 feet; thence South $73^{\circ} 21' 40''$ East 150.74 feet; thence South $71^{\circ} 04' 35''$ East 121.60 feet to the easterly line of said Parcel 4, being the easterly line of said Grant Deed; thence along said easterly line South $15^{\circ} 49' 42''$ West 20.03 feet; thence leaving said easterly line North $71^{\circ} 04' 35''$ West 122.28 feet; thence North $73^{\circ} 21' 40''$ West 152.57 feet; thence North $60^{\circ} 37' 36''$ West 84.28 feet to the west line of said Parcel 4 and said Grant Deed; thence along said west line North $02^{\circ} 18' 43''$ East 12.15 feet to the POINT OF BEGINNING.

End of Description


William F. McKinney, PLS 4715



FEB 9, 2018
Date

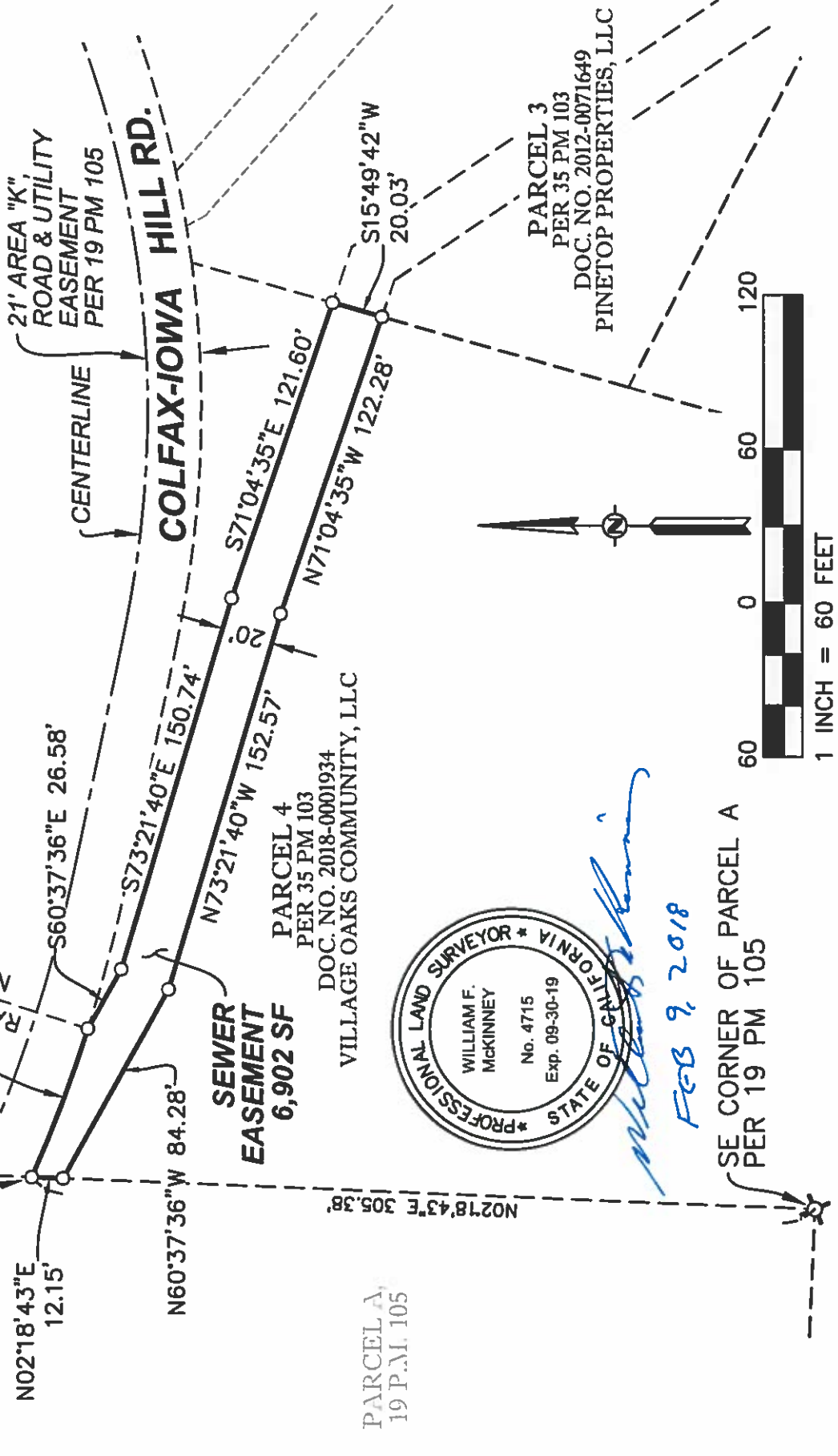
EXHIBIT 'B'

SANITARY SEWER EASEMENT

PORTION OF SW 1/4 OF SECTION 2,
TOWNSHIP 14 NORTH, RANGE 9 EAST, M.D.M.
PORTION OF PARCEL 4 OF 35 PM 103
CITY OF COLFAX, PLACER COUNTY, CA

JANUARY, 2018 SCALE: 1"=60'
RFE ENGINEERING, INC.
SHEET 1 OF 1

POB
NW CORNER PARCEL 4
PER 35 PM 103
S69°11'07"E 61.68'
R=580.00' L=61.70'
Δ=06°05'44"
RADIAL BEARING
N17°46'02"E



FEB 9, 2018

SE CORNER OF PARCEL A
PER 19 PM 105



**CERTIFICATE OF ACCEPTANCE
(Government Code 27281)**

This is to certify that the City Council of the City of Colfax, State of California, on the _____ day of _____ 2018, by resolution n o . _____ regularly passed and entered in the minutes of said Council, did hereby accept, the interest in real property conveyed by the grant of easement dated _____, granted by _____, to the City of Colfax, a municipal corporation in the County of Placer, State of California and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Wes Heathcock

Its: City Manager

Reference APNs: _____

Project: _____

Recording requested by
Sierra Oaks Estates LLC

AND WHEN RECORDED MAIL TO:

Eric R. Stauss for Sierra Oaks Estates, LLC
9724 Wedgewood Place
Granite Bay, CA 95746

Space above this line for recorder's use

SEWER EASEMENT

FOR VALUABLE CONSIDERATION, Sierra Oaks Estates LLC, a California Limited Liability Company, (hereinafter called "GRANTOR") hereby grants to the City of Colfax, a public body, (hereinafter called "CITY") a nonexclusive permanent easement in, on, over, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement (hereinafter called the "EASEMENT AREA"). In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is for city sewer line installation and maintenance by the CITY in, on, over and across the EASEMENT AREA subject to the terms and conditions that follow.

1. GRANTOR grants to the CITY:

- (a) an easement over the EASEMENT AREA for the purpose of installing, replacing and maintaining the city's underground sewer line;
- (b) the right from time to time to trim and to cut down and clear away any and all trees, tree roots, brush and landscaping now or hereafter on the EASEMENT AREA which may interfere, but only to the extent of the interference, with the exercise of the CITY's rights hereunder.
- (c) the right to use, access and open all current and future gates on all streets and roadways within the EASEMENT AREA or which are controlled by

GRANTOR and which control access to the EASEMENT AREA, including any equipment or pass codes needed to unlock any such gates, for the purpose of CITY exercising its rights hereunder.

(d) the right to pass over adjacent land owned by GRANTOR to the minimum extent required for the purpose of accessing the EASEMENT AREA in performance of activities in accordance with CITY'S rights hereunder.

2. Limited Construction. GRANTOR shall not construct any permanent structure in the EASEMENT AREA. CITY shall not construct any above ground or ground level facility except for sewer manholes used for maintenance of the sewer line.

3. Repairs. The CITY shall promptly repair any and all damage caused to the EASEMENT AREA, landscaping, fencing, and other improvements within and outside the EASEMENT AREA, caused by or related to CITY'S exercise of its rights hereunder.

4. Indemnification. CITY shall indemnify, defend and hold harmless GRANTOR from and against any and all liabilities, damages, claims, costs, actions, or suits, including for personal injury, death, property damage, and reasonable attorney's and consultant's fees and costs, which arise directly or indirectly out of, or in connection with, this Agreement and/or the CITY's use, operation or maintenance of its easement granted herein, unless the liabilities, damages, claims, costs, actions, or suits are solely caused by the active negligence or willful misconduct of GRANTOR. Notwithstanding any other provision hereof, CITY shall not be required to indemnify GRANTOR for any damage to GRANTOR's streets and roadways caused solely by the acts or omissions of GRANTOR.

5. Notice. Any notice between the parties must be in writing and may be personally delivered or sent by certified U.S. mail to the following addresses or other addresses as the parties may from time to time designate in a written notice:

To GRANTOR : Sierra Oaks Estates LLC
 c/o Eric R. Stauss
 9724 Wedgewood Place
 Granite Bay, CA 95604

To CITY: City of Colfax
 33 South Main Street
 Colfax, CA 95713

4. Attorney's Fees. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover the full amount of all costs, including reasonable attorney's fees that the prevailing party has incurred as a result of such action.

5. Successors and Assigns. The easement and covenants contained herein shall be and constitute easements and covenants running with the land. Each of the rights and obligations created by this Sewer Easement shall be for the benefit of and shall be binding upon each successor owner of the EASEMENT AREA.

6. Binding Effect. This Emergency Vehicle Access Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of GRANTOR and CITY.

IN WITNESS WHEREOF, GRANTOR has executed this Sewer Easement.

GRANTOR:

Sierra Oaks Estates LLC,
a California Limited Liability Company
By: Pinetop Properties LLC, its sole member
a California Limited Liability Company, its
Managing Member,
By: Monarch Mine Investments LLC,
Member, a California Limited Liability
Company, its Manager

By 
Eric R. Stauss, its Manager

Dated: March 5, 2018

Accepted:

CITY OF COLFAX

By _____
Wes Heathcock
City Manager

Dated: _____

Exhibit C

EXHIBIT "A"

Description of
SEWER EASEMENT

Situated in the City of Colfax, County of Placer, State of California and being a portion of the southwest quarter of the southwest quarter of Section 2, Township 14 North, Range 9 East, M.D.M., being also a portion of Parcel 2 of that certain Parcel Map entitled "Pinetop Estates", filed for record in the Office of the Recorder of Placer County in Book 35 of Parcel Maps, at Page 103, being also a portion of that certain Grant Deed to Sierra Oaks Estates, LLC, a California limited liability company, filed for record in the Office of said Recorder in Document No. 2017-0082634 of Official Records, being described as follows:

Beginning at a point located on the northeasterly line of said Parcel 2 which bears North 27° 46' 30" West 18.45 feet from the corner common to said Parcel 2, Parcel 1 of said Parcel Map and the east line of said Parcel Map; thence from said Point of Beginning North 82° 18' 25" West 6.48 feet; thence North 27° 52' 19" West 88.73 feet; thence curving to the left on an arc of a 691.29 foot radius curve, said arc having an interior angle of 17° 27' 11", an arc length of 210.58 feet and being subtended by a chord bearing North 81° 47' 18" West 209.76 feet; thence South 64° 46' 52" West 255.12 feet; thence North 34° 01' 27" West 17.96 feet to the northwesterly line of said Parcel 2; thence along said northwesterly line the following two (2) courses: (1) South 62° 30' 16" East 3.86 feet and (2) North 28° 56' 38" East 20.39 feet; thence leaving said northwesterly line South 34° 01' 27" East 6.69 feet; thence North 64° 46' 52" East 197.70 feet to the northerly line of said Parcel 2; thence along said northerly line the following four (4) courses: (1) North 86° 37' 30" East 39.49 feet, (2) curving to the right on an arc of a 488.00 foot radius curve, said arc having an interior angle of 13° 40' 00", an arc length of 116.40 feet and being subtended by a chord bearing South 86° 32' 30" East 116.13 feet, (3) South 79° 42' 30" East 100.66 feet and (4) South 27° 46' 30" East 98.94 feet to the Point of Beginning.

End of Description


William F. McKinney, PLS 4715

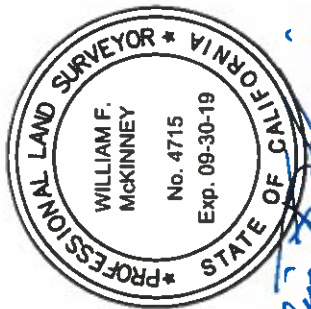


FEB 9, 2018
Date

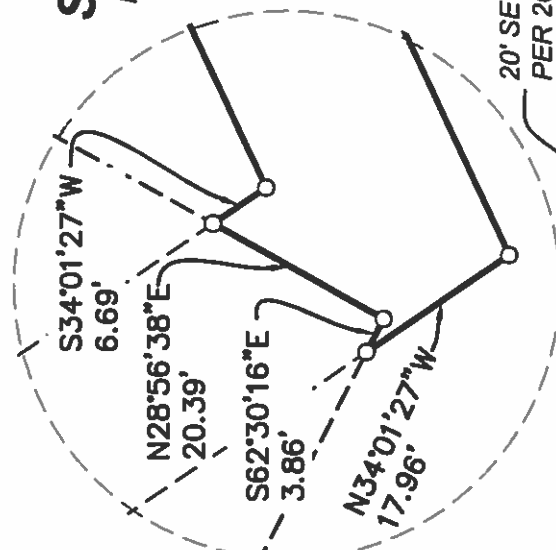
EXHIBIT 'B' SANITARY SEWER EASEMENT

PORTION OF SW 1/4 OF SW 1/4 OF SECTION 2,
TOWNSHIP 14 NORTH, RANGE 9 EAST, M.D.M.
PORTION OF PARCEL 2 OF 35 PM 103
CITY OF COLFAX, PLACER COUNTY, CA

JANUARY, 2018 SCALE: 1"=80'
RFE ENGINEERING, INC.
SHEET 1 OF 1



William F. McKinney
FEB 9, 2018



DETAIL
SCALE: 1"=20'

PARCEL 1
PER 35 PM 103

S86°32'30"E 116.13'
R=488.00' L=116.40'
Δ=13°40'00"

NORTH LINE
PARCEL 2
PER 35 PM 103

N86°37'30"E 39.49'

PARCEL 3
PER 35 PM 103

DOC. NO. 2012-0071649
PINETOP PROPERTIES, LLC

N81°47'18"W 209.76'
R=691.29' L=210.58'
Δ=17°27'11"

N64°46'52"E 197.70'

S64°46'52"W 235.12'

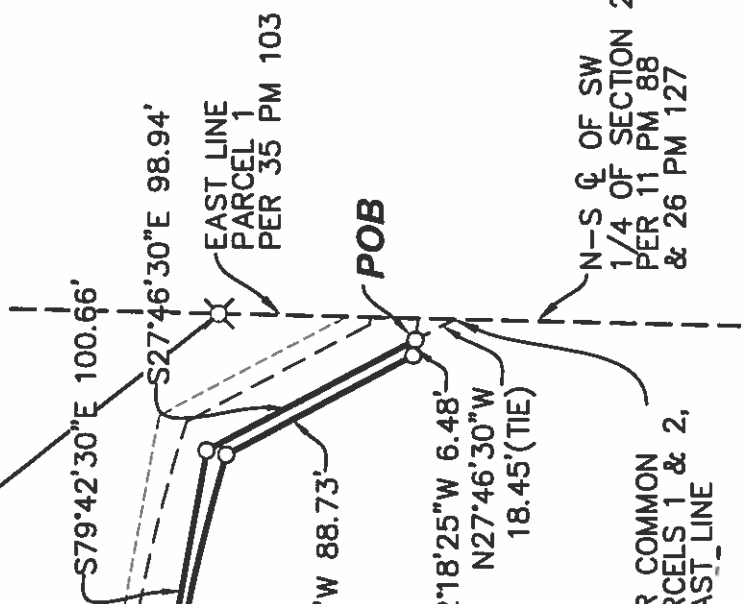


SEWER
EASEMENT
X,XXX SF

SEE DETAIL
(ABOVE)



1 INCH = 80 FEET



POB

EAST LINE
PARCEL 1
PER 35 PM 103

N-S C. OF SW
1/4 OF SECTION 2
PER 11 PM 88
& 26 PM 127

CORNER COMMON
TO PARCELS 1 & 2,
AND EAST LINE

PARCEL 2
PER 35 PM 103

DOC. NO. 2017-0082634
SIERRA OAKS ESTATES, LLC

N82°18'25"W 6.48'
N27°46'30"W
18.45'(TIE)

**CERTIFICATE OF ACCEPTANCE
(Government Code 27281)**

This is to certify that the City Council of the City of Colfax, State of California, on the _____ day of _____ 2018, by resolution n o . _____ regularly passed and entered in the minutes of said Council, did hereby accept, the interest in real property conveyed by the grant of easement dated _____, granted by _____, to the City of Colfax, a municipal corporation in the County of Placer, State of California and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Wes Heathcock

Its: City Manager

Reference APNs: _____

Project: _____

Recording requested by
Pinetop Properties LLC

AND WHEN RECORDED MAIL TO:

Eric R. Stauss for Pinetop Properties, LLC
9724 Wedgewood Place
Granite Bay, CA 95746

Space above this line for recorder's use

SEWER EASEMENT

FOR VALUABLE CONSIDERATION, Pinetop Properties LLC, a California Limited Liability Company, (hereinafter called "GRANTOR") hereby grants to the City of Colfax, a public body, (hereinafter called "CITY") a nonexclusive permanent easement in, on, over, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement (hereinafter called the "EASEMENT AREA"). In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is for city sewer line installation and maintenance by the CITY in, on, over and across the EASEMENT AREA subject to the terms and conditions that follow.

1. GRANTOR grants to the CITY:

- (a) an easement over the EASEMENT AREA for the purpose of installing, replacing and maintaining the city's underground sewer line;
- (b) the right from time to time to trim and to cut down and clear away any and all trees, tree roots, brush and landscaping now or hereafter on the EASEMENT AREA which may interfere, but only to the extent of the interference, with the exercise of the CITY's rights hereunder.
- (c) the right to use, access and open all current and future gates on all streets and roadways within the EASEMENT AREA or which are controlled by

GRANTOR and which control access to the EASEMENT AREA, including any equipment or pass codes needed to unlock any such gates, for the purpose of CITY exercising its rights hereunder.

- (d) the right to pass over adjacent land owned by GRANTOR to the minimum extent required for the purpose of accessing the EASEMENT AREA in performance of activities in accordance with CITY'S rights hereunder.

2. Limited Construction. GRANTOR shall not construct any permanent structure in the EASEMENT AREA. CITY shall not construct any above ground or ground level facility except for sewer manholes used for maintenance of the sewer line.

3. Repairs. The CITY shall promptly repair any and all damage caused to the EASEMENT AREA, landscaping, fencing, and other improvements within and outside the EASEMENT AREA, caused by or related to CITY'S exercise of its rights hereunder.

4. Indemnification. CITY shall indemnify, defend and hold harmless GRANTOR from and against any and all liabilities, damages, claims, costs, actions, or suits, including for personal injury, death, property damage, and reasonable attorney's and consultant's fees and costs, which arise directly or indirectly out of, or in connection with, this Agreement and/or the CITY's use, operation or maintenance of its easement granted herein, unless the liabilities, damages, claims, costs, actions, or suits are solely caused by the active negligence or willful misconduct of GRANTOR. Notwithstanding any other provision hereof, CITY shall not be required to indemnify GRANTOR for any damage to GRANTOR's streets and roadways caused solely by the acts or omissions of GRANTOR.

5. Notice. Any notice between the parties must be in writing and may be personally delivered or sent by certified U.S. mail to the following addresses or other addresses as the parties may from time to time designate in a written notice:

To GRANTOR : Pinetop Properties LLC
 c/o Eric R. Stauss
 9724 Wedgewood Place
 Granite Bay, CA 95604

To CITY: City of Colfax
 33 South Main Street
 Colfax, CA 95713

4. Attorney's Fees. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover the full amount of all costs, including reasonable attorney's fees that the prevailing party has incurred as a result of such action.

5. Successors and Assigns. The easement and covenants contained herein shall be and constitute easements and covenants running with the land. Each of the rights and obligations created by this Sewer Easement shall be for the benefit of and shall be binding upon each successor owner of the EASEMENT AREA.

6. Binding Effect. This Emergency Vehicle Access Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of GRANTOR and CITY.

IN WITNESS WHEREOF, GRANTOR has executed this Sewer Easement.

GRANTOR

PINETOP PROPERTIES LLC
a California limited liability corporation
By: Monarch Mine Investments LLC,
Member, a California limited liability
corporation, its Manager

By  _____
Its Manager

Dated: March 5, 2018

Accepted:

CITY OF COLFAX

By _____
Wes Heathcock
City Manager

Dated: _____

EXHIBIT "A"

Description of
SEWER EASEMENT

Situated in the City of Colfax, County of Placer, State of California and being a portion of the southwest quarter of the southwest quarter of Section 2, Township 14 North, Range 9 East, M.D.M., being also a portion of Parcels 1 and 3 of that certain Parcel Map entitled "Pinetop Estates", filed for record in the Office of the Recorder of Placer County in Book 35 of Parcel Maps, at Page 103, being also a portion of that certain Grant Deed to Pinetop Properties, LLC, a California limited liability company, filed for record in the Office of said Recorder in Document No. 2012-0071649 of Official Records, being described as the following two (2) strips of land:

STRIP NO. 1:

Beginning at a point located on the westerly line of said Parcel 3 which bears South 15° 49' 42" West 57.18 feet from the northwest corner of said Parcel 3; thence from said Point of Beginning South 71° 04' 35" East 22.83 feet; thence South 34° 01' 27" East 211.42 feet to the southeasterly line of said Parcel 3; thence along said southeasterly line the following two (2) courses: (1) South 28° 56' 38" West 20.39 feet and (2) North 62° 30' 16" West 3.86 feet; thence leaving said southeasterly line North 34° 01' 27" West 210.59 feet; thence North 71° 04' 35" West 15.05 feet to the northwesterly line of said Parcel 3; thence along said northwesterly line North 15° 49' 42" East 20.03 to the Point of Beginning.

STRIP NO. 2:

Beginning at a point located on the east line of said Parcel 1 that bears North 01° 16' 59" East 15.12 feet from the most southeasterly corner of said Parcel 1, said southeasterly corner being a corner common to Parcel 1, Parcel 2 of said Parcel Map and the east boundary of said Parcel Map: thence from said Point of Beginning North 82° 18' 25" west 9.02 feet to the southerly line of said Parcel 1; thence along the southerly line the following four (4) courses: (1) North 27° 46' 30" West 98.94 feet, (2) North 79° 42' 30" West 100.66 feet, (3) curving to the left on an arc of a 488.00 foot radius curve, said arc having an interior angle of 13° 40' 00", an arc length of 116.40 feet and being subtended by a chord bearing North 86° 32' 30" West 116.13 feet and (4) South 86° 32' 30" West 39.49 feet; thence leaving said south line North 64° 46' 52" East 44.63 feet; thence curving to the right on an arc of a 711.29 foot radius curve, said arc having an interior angle of 18° 28' 58", an arc length of 229.45 feet and being subtended by a chord bearing South 81° 37' 43" East 228.46 feet; thence South 27° 52' 19" East 86.70 feet; thence South 82° 18' 17" East 2.96 feet to the east line of said Parcel 1; thence along said east line south 01° 16' 59" West 20.13 feet to the Point of Beginning.

End of Description




William F. McKinney, PLS 4715

FEB 9, 2018
Date

EXHIBIT 'B' SANITARY SEWER EASEMENT

PORTION OF SW 1/4 OF SW 1/4 OF SECTION 2,
TOWNSHIP 14 NORTH, RANGE 9 EAST, M.D.M.
PORTION OF PARCELS 1 & 3 OF 35 PM 103
CITY OF COLFAX, PLACER COUNTY, CA

JANUARY, 2018
RFE ENGINEERING, INC.
SCALE: 1"=80'
SHEET 1 OF 1

21' AREA "K",
ROAD & UTILITY
EASEMENT
PER 19 PM 105

CENTERLINE

COLFAX-IOWA
HILL RD.

NW COR
PARCEL 3
PER 35 PM 103

N15°49'42"E
57.18'(TIE)

S71°04'35"E
22.83'

PARCEL 3
PER 35 PM 103
DOC. NO. 2012-001649
PINETOP PROPERTIES, LLC

PARCEL 1
PER 35 PM 103

20' SEWER EASEMENT
PER 2089 O.R. 426

PARCEL 4
PER 35 PM 103
DOC. NO. 2018-0001934
VILLAGE OAKS COMMUNITY, LLC

N71°04'35"W
20.03'

N15°49'42"E
20.03'

S34°01'27"E
211.42'

N34°01'27"W
210.59'

N62°30'16"W
3.86'

S28°56'38"W
20.39'

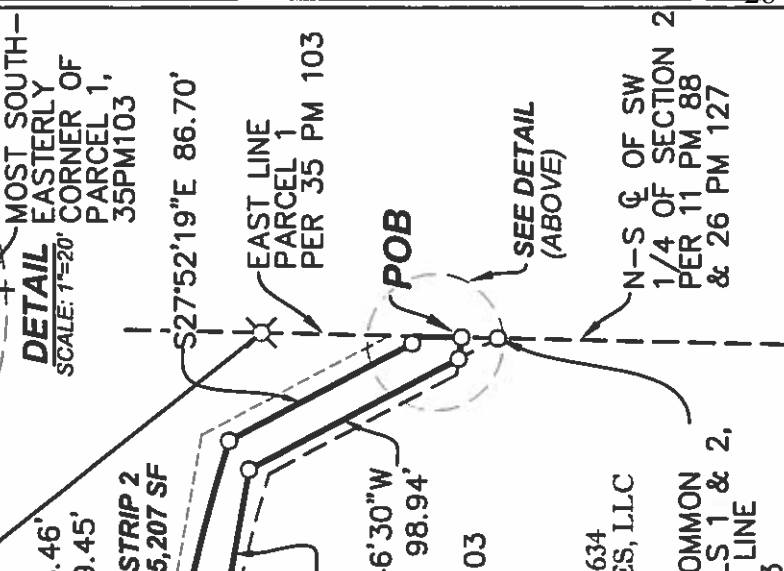
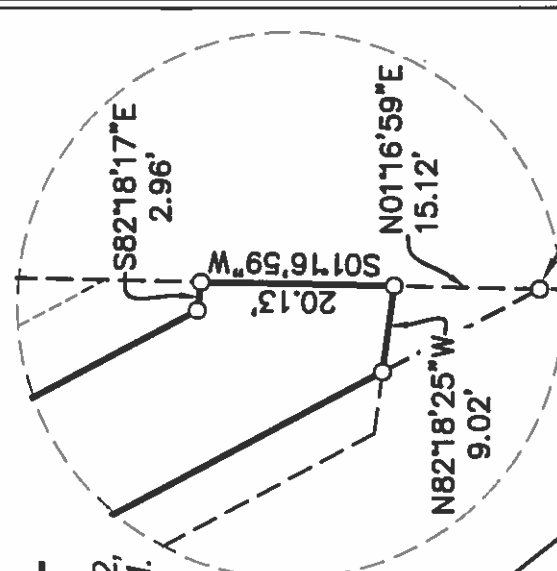


William F. McKinney
Feb 9, 2018



PARCEL 2
PER 35 PM 103
DOC. NO. 2017-0082634
SIERRA OAKS ESTATES, LLC

CORNER COMMON
TO PARCELS 1 & 2,
AND EAST LINE
35 PM 103



**CERTIFICATE OF ACCEPTANCE
(Government Code 27281)**

This is to certify that the City Council of the City of Colfax, State of California, on the _____ day of _____ 2018, by resolution n o . _____ regularly passed and entered in the minutes of said Council, did hereby accept, the interest in real property conveyed by the grant of easement dated _____, granted by _____, to the City of Colfax, a municipal corporation in the County of Placer, State of California and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Wes Heathcock

Its: City Manager

Reference APNs: _____

Project: _____

Exhibit E

Recording requested by
Pinetop Properties LLC

AND WHEN RECORDED MAIL TO:

The City of Colfax
Attn: City Manager
P.O. Box 702
Colfax CA 95713

Space above this line for recorder's use

PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, Pinetop Properties LLC, a California limited liability company, (hereinafter called "GRANTOR") hereby grants, for the purposes stated herein, to the City of Colfax, a public body (hereinafter called "CITY") a non-exclusive permanent easement in, on, over, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement (hereinafter called "PROPERTY"). In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

1. GRANTOR grants to the CITY for good and valuable consideration, the receipt of which is acknowledged:

- (a) an easement over the GRANTOR's PROPERTY for the purpose installation and maintenance of above ground and below ground electrical service, including but not limited to cabling, wires, conduits, distribution boxes and poles by Pacific Gas and Electric Company or its successor;
- (b) an easement over the GRANTOR's PROPERTY for the purpose of installation and maintenance of telecommunications and broadband service.
- (c) the right from time to time to trim and to cut down and clear away any and all trees, brush and landscaping now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the CITY's rights hereunder.

2. **Indemnification.** CITY must indemnify, defend and hold harmless GRANTOR from and against any and all liabilities, damages, claims, costs, actions, or suits, including for personal injury, death, property damage, and reasonable attorney's fees, which arise directly or indirectly out of, or in connection with the CITY's use of its right-of-way for emergency services access, unless the liabilities, damages, claims, costs, actions, or suits are solely caused by the negligence or willful misconduct of GRANTOR. Notwithstanding any other provision hereof, CITY shall not be required to indemnify GRANTOR for any damage to GRANTOR's streets and roadways caused solely by the acts or omissions of GRANTOR.

3. **Notice.** Any notice between the parties must be in writing and may be personally delivered or sent by certified U.S. mail to the following addresses or other addresses as the parties may from time to time designate in a written notice:

To GRANTOR : Pinetop Properties LLC
 Attn: Eric R. Stauss
 9724 Wedgewood Place
 Granite Bay, CA 95746

To CITY: City of Colfax
 33 South Main Street
 Colfax, CA 95713

4. **Attorney's Fees.** The prevailing party in any action to enforce or interpret this easement shall be entitled to recover the full amount of all costs, including reasonable attorney's fees that the prevailing party has incurred as a result of such action.

5. **Successors and Assigns.** The easement and covenants contained herein shall be and constitute easements and covenants running with the land. Each of the rights and obligations created by this Public Utility Easement shall be for the benefit of and shall be binding upon each successor owner of the GRANTOR'S PROPERTY.

6. **Binding Effect.** This Public Utility Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of GRANTOR and CITY.

IN WITNESS WHEREOF, GRANTOR has executed this Public Utility Easement.

Signatures are on following page.

GRANTOR

Pinetop Properties LLC, its sole member,
a California limited liability company, its
Managing Member

By: Monarch Mine Investments LLC,
Member, a California limited liability
company, its Manager

By: 
Eric R. Stauss, its Manager

Dated: March 5, 2018

Accepted:

CITY OF COLFAX

By _____
Wes Heathcock
City Manager

Dated: _____

EXHIBIT "A"

Description of
P.U.E. EASEMENT

Situated in the City of Colfax, County of Placer, State of California and being a portion of the southwest quarter of the southwest quarter of Section 2, Township 14 North, Range 9 East, M.D.M., being also a portion of Parcel 3 of that certain Parcel Map entitled "Pinetop Estates", filed for record in the Office of the Recorder of Placer County in Book 35 of Parcel Maps, at Page 103, being also a portion of that certain Grant Deed to Pinetop Properties, LLC, a California limited liability company, filed for record in the Office of said Recorder in Document No. 2012-0071649 of Official Records, being described as follows:

Beginning at the most northerly corner of said Parcel 3 and said Grant Deed; thence from said Point of Beginning along the easterly line of said Parcel 3 and said Grant Deed South $44^{\circ} 15' 47''$ East 20.37 feet; thence leaving said east line, curving to the right on an arc of a 460.00 foot radius curve, said arc having a beginning radial bearing of North $33^{\circ} 31' 53''$ West, an interior angle of $17^{\circ} 44' 46''$, an arc length of 142.47 feet and being subtended by a chord bearing South $65^{\circ} 20' 29''$ West 141.91 feet to the easterly line of "Area M" as shown on said Parcel Map; thence along said easterly line, curving to the right on an arc of a 25.00 foot radius curve, said arc having a beginning radial bearing of North $84^{\circ} 13' 48''$ East, an interior angle of $76^{\circ} 56' 59''$, an arc length of 33.58 feet and being subtended by a chord bearing North $32^{\circ} 42' 17''$ East 31.11 feet to the northerly line of said Parcel 3, being also the southerly line of Area "K" as shown on said Parcel Map; thence along said northerly line of Parcel 3, being also the southerly line of said Area "K", curving to the left on an arc of a 440.00 foot radius tangent curve, having an interior angle of $14^{\circ} 13' 02''$, an arc length of 109.18 feet and being subtended by a chord bearing North $64^{\circ} 04' 16''$ East 108.90 feet to the Point of Beginning.

The basis of bearings for this description is identical with that certain Parcel Map filed for record in the Office of the Recorder of Placer County in Book 35 of Parcel Maps, at Page 103.

End of Description


William F. McKinney, PLS 4715



FG3 13, 2018
Date:

EXHIBIT "B"

P.U.E. EASEMENT

PINETOP ESTATES

PORTION OF PARCEL 3 OF 35 PM 103,

PORTION OF INSTRUMENT. NO. 17-03 O.R.P.C.

CITY OF COLFAX, PLACER COUNTY, CALIFORNIA

FEBRUARY, 2018 SCALE 1"=20'

RFE ENGINEERING, INC.

SHEET 1 OF 1

POB

MOST NORTHERLY CORNER

OF PARCEL 3 PER 35 PM 103, ALSO

NW CORNER PARCEL 1 PER 35 PM 103

COLFAX-IOWA HILL ROAD

N32.4277"E 31.11'
R=25.00' L=33.58'
Δ=76.56'59"

N84°13'48"E(R)

AREA "M" & E.A.E.
PER 35 PM 103

SIERRA OAKS DR.

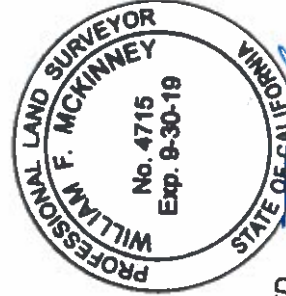
N64°04'16"E 108.90'
R=44.00' L=109.18'
Δ=14°13'02"

20'

S65°20'29"W 14.91'
R=460.00' L=142.47'
Δ=17°44'46"

PARCEL 1
PER 35 PM 103

PARCEL 3 & INST.
PER 35 PM 103 & INST.
NO. 17-03 O.R.P.C.



1 INCH = 20 FEET

LEGEND:

— EASEMENT CONVEYED

- - - LOT LINE

(R)=RADIAL BEARING FEB 13, 2018

AREA OF EASEMENT = 2,634 SQ FT

**CERTIFICATE OF ACCEPTANCE
(Government Code 27281)**

This is to certify that the City Council of the City of Colfax, State of California, on the _____ day of _____ 2018, by resolution n o. _____ regularly passed and entered in the minutes of said Council, did hereby accept, the interest in real property conveyed by the grant of easement dated _____, granted by _____, to the City of Colfax, a municipal corporation in the County of Placer, State of California and the grantee consents to recordation thereof by its duly authorized officer.

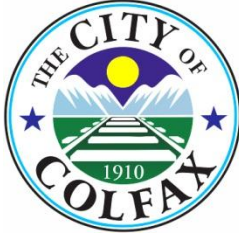
Dated: _____

By: _____
Wes Heathcock

Its: City Manager

Reference APNs: _____

Project: _____



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MARCH 14, 2018 CITY COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Staff
DATE: March 7, 2018
SUBJECT: Sierra Vista Community Center Donation

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$50	FROM FUND: General Fund
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RECOMMENDED ACTION: Authorize donating \$50 to organizers of the Chocolate, Wine and Art Indulgence event at Sierra Vista Community Center from the Council budget for Economic Development – Event Support.

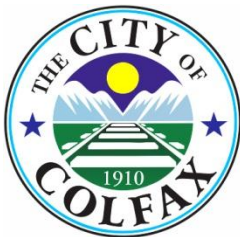
SUMMARY

The City Council of the City of Colfax traditionally donates funds to serve as seed money for certain events each year. There are monies remaining in in the FY2017-2018 budget for economic development – event support.

Council heard a presentation from Sharon Conners regarding the Sierra Vista Community Center’s Chocolate, Wine and Art Indulgence event which will be held on April 28, 2018. This annual event is the main fund-raiser for the Community Center. Ms. Conners requested the Council consider donating \$50 towards the purchase of an over-the-street banner to be used each year to advertise the event. Council directed staff to place her request on the next meeting agenda.

RECOMMENDATION

Staff recommends authorizing the donation of \$50 to support the Sierra Vista Community Center’s fundraising efforts.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MARCH 14, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Lorraine Cassidy, City Clerk
DATE: March 7 2018
SUBJECT: Agreement with Vision Quest for Information Technology Services

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$17,928 Annually \$3,200 Web design	FROM FUNDS: 100, 572, 250, 560
--------------------------	-----	-------------------------------------	--------	--------------------------	-----------	---	--

RECOMMENDED ACTION: Adopt Resolution 17-2018 authorizing the City Manager to enter into a professional services agreement with Vision Quest Information Solutions Inc for a three year term with an option to renew for an additional two years.

DISCUSSION AND SUMMARY

In July of 2017, the City had an urgent need for information technology (IT) services. Vision Quest Information Solutions Inc. was strongly recommended by neighboring jurisdictions. Staff contacted Vision Quest and the company responded immediately to provide the services needed. Vision Quest has continued to deliver commendable IT services on an on-call basis since July. Staff believes it is in the City's best interest to continue with Vision Quest and formalize the relationship with an extended contract. Vision Quest's "Gold Plan" will provide unlimited services on an as-needed basis for a flat rate of \$1,494/month or \$17,928 annually.

In addition the City's website is in need of an overhaul. Currently all updates to information on the website must be handled by IT staff. It is uncommon for the City Clerk to need to rely on other staff to upload agendas and other required, time sensitive notifications. A new website would allow on-site staff to keep the website information current. Also, new laws governing website accessibility have recently gone into effect demonstrating the need for a flexible website format to remain in compliance as regulations change. Staff solicited several IT firms for quotes to upgrade the website and received three responses (See attached):

Company	Design	Hosting and Maintenance	Support per hour
CivicPlus	\$6,000-\$9,000	N/A	N/A
Municode	\$4,000	\$1,500 annually	\$125/hour
Vision Quest	\$3200	Included in Gold Plan	\$50/hour

FISCAL IMPACT

Staff recommends Council authorize contracting with Vision Quest for IT services and website design, hosting and maintenance for three years with an option to renew in years 4 and 5. These services were previously provided by staff and are now being handled via contracted services with the same allocation.

Attachment:

1. Resolution 17 -2018
2. Quotes
3. Contract and Scope of Services

City of Colfax

City Council

Resolution № 17-2018

AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH VISION QUEST INFORMATION SOLUTIONS INC FOR INFORMATION TECHNOLOGY SERVICES FOR A THREE YEAR TERM WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS.

WHEREAS, the City is in need of professional information technology (IT) services and an update of the City website to ensure regulatory compliance; and,

WHEREAS, Vision Quest Information Solutions Inc. (Vision Quest) has successfully provided IT services on an on-call basis and staff recommends continuing services from Vision Quest; and,

WHEREAS, staff has solicited three bids for website design and staff has determined the proposal from Vision Quest best meets the needs of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax as follows:

1. The City Manager is authorized on behalf of the City to execute a contract with Vision Quest Information Solutions for IT Services and Website Design, Hosting and Development in the form attached to this resolution.
2. To execute all other documents necessary to perform the City's obligations under the contract.
3. To appropriate encumber and expend sufficient funds to pay all amounts due and payable by the City under that contract.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 14th day of March 2018 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

Lorraine Cassidy

From: Jordan Cairns <cairns@civicplus.com>
Sent: Thursday, February 15, 2018 2:20 PM
To: Lorraine Cassidy
Subject: RE: Colfax, CA

Hi Lorraine,

This e-mail is per your request for some ballpark pricing after we spoke on the phone.

Ballpark costs for our core offering without project scoping: \$6,000 to \$9,000 for the examples below.

<http://www.centralfpd.com/>

<http://www.townofbartonville.com/>

<http://avondalestates.org/>

Above are some examples of our core projects for a community of your size. All are powered by our CivicEngage Content Management System, which includes several features and modules:

- Document Management
- Fillable Online Form Builder
- NotifyMe™
- New Flash Announcements
- Calendar with iCal
- Slideshow Management
- Staff Directory
- Site Analytics
- Departmental FAQs
- Predictive Search
- SEO
- Dynamic SiteMap and Breadcrumbs
- Configurable Group and User Rights (with Intranet)
- Action Items Queue
- Links Redirect

And our drag-and-drop LiveEditing feature.

We at CivicPlus worry about ADA compliance (which now mirrors WCAG 2.0,) security, technology updates, and DDoS attacks. We do this as a service so our clients don't have to worry.

I recommend setting some time for a 30 minute demo so see our CMS in action and to answer any additional questions.

Thank you for your interest!

Regards,

Jordan Cairns | CivicPlus
Inside Sales Representative
p: 785.370.7764 | f: 785.587.8951

Website Redesign, Hosting, and Support for the City of Colfax, California

Exhibit A



municode
CONNECTING YOU & YOUR COMMUNITY

Website Design
Codification Services
Online Payments



Brian Gilday

415 North State St Suite 138 Lake Oswego, OR 97034

971-206-7082 bgilday@municode.com

LETTER OF INTEREST

1/12/2018

City of Colfax
33 South Main Street
Colfax, California 95713

Dear Website Selection Team:

Thank you for the opportunity to present Colfax with our quote for website redesign, hosting, and support services. It is our goal to deliver a mobile-friendly website that is professional, easy-to-use, and easy-to-maintain.

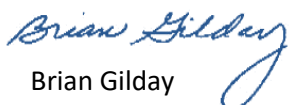
Our team has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties and other local government agencies for over sixty-five years continually striving to make your job easier. When it comes to posting content on the web, our solution is simple and straight-forward.

Our websites make it easier for your community to find content by providing multiple navigation paths to each page. Our designs reinforce self-service to enable 24x7 online access to your organization's services.

We create your website using Drupal, an industry-leading content management system. Since Drupal is open-source, your website is truly yours unlike those of many other government redesign companies that use their own proprietary software.

We are thrilled at the opportunity to partner with Colfax on such an important initiative.

Sincerely,



Brian Gilday
President, Municode Web

CONTENTS

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Payment Schedule	11

QUALIFICATIONS

Company Profile

Municode's mission is to connect public sector organizations with their communities. We provide local government agencies with solutions that promote transparency and efficiency such as custom website design, online payment portals, the legal codification process, and our robust suite of online legislative search tools.

Municode has been in business for over sixty-five years and partners with more than 4,200 government agencies across all fifty states. Municode is a privately-owned Corporation and is financially sound with no debt. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is

conducive to the longevity of our employees; Our clients can establish a long-term partnership with our experienced and stable workforce.

Municode's website division (formerly Aha Consulting), was founded in 2008

with a focus on improving a municipality's image and profile, providing simple-to-use online tools for self-service, and allows non-technical staff to easily post information on the site. Our "keep it simple" and "attention to detail" priorities have proven extremely successful and we have quickly gained the confidence of municipalities across the country. We have retained that trust and confidence by placing extra emphasis on superior customer support. We listen to your concerns.

It is no coincidence that cities, towns, and other local government agencies across the country are increasingly switching from other well-known municipal website providers to Municode. It is also no coincidence that we have an industry leading 98% customer retention rate. We truly value our customers who place their trust and confidence in us. We are committed to handling each customer with honesty and integrity. We work daily to earn and keep your trust.



4,200

Municipal Clients

66 Years

Serving Municipalities

180 Million

Citizens using our solutions

REFERENCES AND DESIGN EXAMPLES

Standard Designs

Our standard designs come as part of our base price and are a great option for those who want a professional, mobile friendly design without the added expense of custom graphic design work. You choose from one of our standard layouts and still get to customize the color palette and background photos.

Aurora Oregon

<https://www.ci.aurora.or.us>

Population: 1,003

Kelly Richardson, City Recorder/Clerk

503-678-1283

recorder@ci.aurora.or.us



Senoia Georgia

<https://senoia.com>

Population: 3,328

Debby Volk, City Clerk
770-599-3679

dvolk@senoia.com



Onancock Virginia

<http://www.onancock.com>

Population: 1,263

Bill Kerbin, Town Manager
757-787-3363

wkerbin@onancock.com



Polson Montana

<https://www.cityofpolson.com>

Population: 4,488

Kyle Roberts, City Planner
406-883-8213

cityplanner@cityofpolson.com



Custom Designs

There is a reason why we have loyal customers! It is because we have a great solution, we take care of our customers, and we are committed to working with you for the long haul. When you pick up the phone and call us, we answer! When you email, we respond quickly – usually within 30 minutes. When you need us, we will be there for you. **But don't take our word for it, ask our clients.**

Naples

<https://www.naplesgov.com>

Population: 20,115

Launch: 2017

Pat Rambosk, City Clerk

239-213-1015

prambosk@naplesgov.com



Greenacres

<http://greenacresfl.gov>

Population: 37,573

Launch: 2017

Monica Powery, Purchasing Administrator

561-642-2039

mpowery@ci.greenacres.fl.us



Great Falls

<http://www.greatfallsmt.net>

Population: 59,351

Launch: 2016

Rachel Arms, Webmaster

406-455-8445

rarms@greatfallsmt.net



McMinnville

<http://www.ci.mcminnville.or.us/>

Population: 32,187

Launch: 2016

Scott Burke, IT Director

503-434-7385

scott.burke@mcminnvilleoregon.gov



WEBSITE FEATURES

Municode WEB was designed for local governments by experts in local government. It utilizes Drupal, an open source platform that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

Key Base Features

- ★ Responsive Mobile Friendly Design
- ★ Simple Page Editor
- ★ Best-in-Class Search Engine
- ★ **ADA/Section 508 Compliance**
- ★ Social Media Integration
- ★ Unlimited Online Fillable Forms
- ★ Emergency Alerts
- ★ Meeting Agendas/Minutes/Videos
- ★ Event Calendar
- ★ Page Versioning / Audit Trail

Additional Base Features

- ⊙ Web Page Categories - create a page once, have it show up in multiple places
- ⊙ Department Micro-sites (sites-within-a-site)
- ⊙ Rotating Banners and Headline Articles
- ⊙ Online Job Postings
- ⊙ Online Bid/RFP Postings
- ⊙ Photo Album Slideshows
- ⊙ Google Maps Integration
- ⊙ Resource/Document Center
- ⊙ Image auto-scaling and resizing
- ⊙ Site Metrics (Google Analytics)
- ⊙ Content Scheduling (Publish Today, Unpublish Tomorrow)
- ⊙ Unlimited User logins
- ⊙ Unlimited Content
- ⊙ Word-like WYSIWYG Editor
- ⊙ Online Payments
- ⊙ Latest News / Press Releases
- ⊙ Anti-spam controls
- ⊙ Email Harvesting Protection
- ⊙ Broken Link Finder
- ⊙ Dynamic Sitemap
- ⊙ Support for Windows, Mac, Linux
- ⊙ Video integration (YouTube, Vimeo, etc.)
- ⊙ Client owns rights to all data
- ⊙ Organization/Staff Directory
- ⊙ Frequently Asked Questions (FAQs)
- ⊙ Ordinances and Resolutions
- ⊙ Google Translate
- ⊙ Share This Button (Facebook/Twitter)
- ⊙ Secure Pages / SSL
- ⊙ Printer Friendly Pages
- ⊙ RSS Feeds Inbound/Outbound

Optional Features

- Email Subscriptions / Notifications
- Parks and Trails Directory
- Projects Directory
- Property Locator (Commercial/Industrial)
- Business Directory
- Specialty sub-site graphic designs
- Design refresh every 4 years
- Custom development

Online Payments (Municode PAY)

Municode PAY is a highly flexible and comprehensive electronic payment solution that lets you collect and process payments from multiple types and channels – quickly and efficiently. Once deployed within your organization, you will be able to accept payment via the web or through your own customer service agents.

Easy for your community to use

Provide your residents and business owners the payment options that empower them to pay you anytime, anywhere, the way that makes the most sense for them.

- Online quick pay option
- Mobile payments & alerts
- Choose from multiple funding sources: Credit Card, Debit Card, Electronic Check

Easy for you to manage

Your staff will have 24/7 access to the industry's most comprehensive administrative portal to provide customer support before, during and after payment processing, as well as reporting and other tools for overall payment management.

- Schedule or cancel payments on citizen's behalf
- Capture and process payments in real-time or batch modes
- Flexible settlement and reconciliation options tailored to your needs
- Complete accounting and settlement functions that integrate with finance and general ledger systems
- Role and privilege based security rights to manage staff from multiple departments one platform
- Streamline financial processes including collection, payment & settlement
- Comprehensive reporting reports exportable in multiple formats (HTML, PDF, CSV and Excel)

Flexible Pricing Model

We will work with you to find the right pricing model for your needs. Whether it is a similar citizen convenience fee model like the one you are utilizing today or a more aggressive municipal fee model to drive electronic payment adoption. For this proposal, we have included both the customer convenience fee model and municipal absorbed fee model for you to compare.

Total Fee = Transaction Fees + Annual Service Fee

Transaction Fees

- Municipal Absorbed Fee Model: \$0.80 + merchant processing fees OR
- Citizen Convenience Fee Model: TBD - depends on type of payments

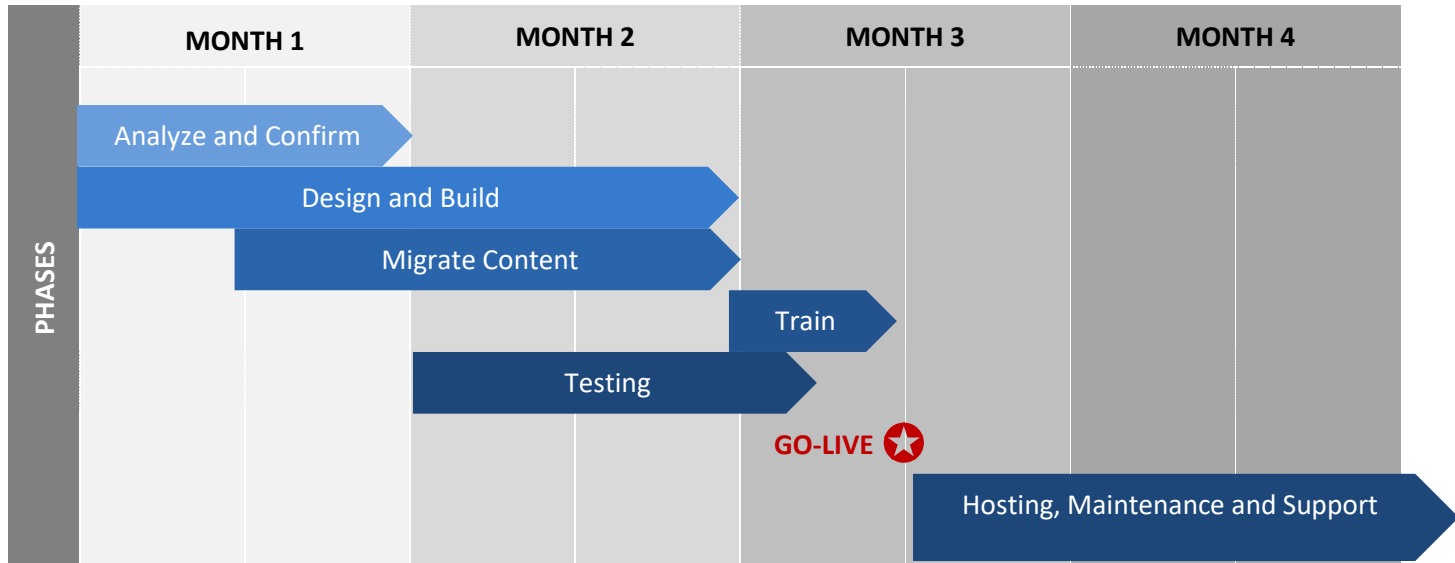
Annual Service Fee only applies if < 365 transactions per year (1 per day average)

- >= 365 transactions per year - annual service fee waived
- < 365 transactions per year - \$400

PROJECT TIMELINE AND APPROACH

The typical project takes from 3 to 6 months. The high-level timeline below is an approximation. We will finalize the schedule once we meet with you:

Project Timeline Sample



Client Responsibilities

The client's responsibility and the key to a smooth on-time deployment is providing the initial information and approving proofs quickly.

- ☑ The Client will make available to Municode relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort. The Client will create new content copy as needed.
- ☑ The Client will assign a single point of contact for Municode to interact with that will be responsible for coordinating the schedules of other project stakeholders.
- ☑ The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.
- ☑ The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
- ☑ The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps to access those features. Municode is not responsible for Google's decisions related to discontinuing services or changing current APIs.

Project Phase Descriptions

Phase 1: Analyze and Confirm Requirements

Website Assessment:

Municode will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.

Organizational Overview Inventory/Survey:

Municode will provide an organizational overview document for you to complete as part of this assessment.

Website Design Meeting:

Municode will conduct a design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 6 members. This design meeting will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.

Deliverables

- ⦿ Summary assessment sheet
- ⦿ Organization Survey
- ⦿ Website design specification sheet (graphic design and information / navigation design)

Phase 2: Design and Build phase

Design Concept Creation and Approval (Custom Designs):

Municode will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all the graphical elements as well as the high-level sitemap. You will select a winning concept after going through a series of iterative design revision meetings. We allow for a total of 6 revisions.

Website Setup, Configure, and Customization:

Municode will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup, Municode will finalize any remaining elements to the approved design and navigation.

Deliverables

- ⦿ Design concepts
- ⦿ Finalized design (Photoshop PSD)
- ⦿ Functional beta website with approved design
- ⦿ Content migration

Phase 3: Migrate Content

Content Finalization and Departmental Acceptance

Municode migrates initial content and your trained staff finalizes prior to go-live. See pricing section for specific number of included pages.

Meeting Agendas and Minutes: Client completes an excel template with information regarding each meeting plus corresponding files. Municode will then auto-import that content. Files must be provided with a standard naming convention to allow for auto parsing of date. (i.e. minutes_061516.pdf, etc.)

Standard Web Pages: A standard web page is defined as a page that contains a title, body text, and up to a total of 5 links, file attachments, or images. If you require migration of more complex pages, we can provide a custom quote.

Deliverables

- ⦿ Content creation and migration
- ⦿ Departmental content 'signoff'

Phase 4: Staff Training

Staff Training

Throughout the development and after launch, our customers have access to training, resources and educational opportunities that help them thrive. Our initial training is offered to administrators and content contributors.

Deliverables

- ⦿ On-site (if applicable)
- ⦿ Web teleconference
- ⦿ Videos and User guides

Phase 5: Testing

Municode Functional Testing

Municode will perform a series of tests across multiple browser and operating system versions to confirm site functionality. Test will confirm proper functionality of all features documented in this proposal.

Acceptance Testing

Staff will review the website for completeness. Municode will have completed functional testing and cross-browser compatibility testing.

Deliverables

- ⦿ Completing Testing Checklists
- ⦿ Site acceptance by client

Go Live ★

Go-Live

We will work with you to make the appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address.

Deliverables

- ⦿ Accepted Final Live Website

Hosting, Maintenance and Customer Support

We provide first-class hosting services in a high-availability, secure data center. Our solution is quite secure, and we take cyber security seriously. Your website will be secure from multiple perspectives:

■ Data Center

We host your website in a secure data center with a high-availability network architecture that provides an up-time networking service level of 99.999%. The data center is manned 24x7x365. The data center hosts federal, state, and local government websites that require the highest security standards including Fed RAMP, FISMA, PCI, HIPAA, and SSAE 16. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server with master-master replication. We apply security updates to the entire web server stack on a regular basis.

⚡ Data transmission

Our data center relies on several backup ISPs, including: Telia, PCCW, GTT, Zayo, and Yellow Fiber. We guarantee up to 1 Terabyte of data transfer per month.

♥ Redundant high-availability failover (optional):

We have the capability of providing premium hosting service levels by offering a mirrored copy of your site on a separate infrastructure and time zone. We would need to talk through the required service levels and bandwidth to provide pricing for this item.

🔒 Web CMS software security

We apply security updates to your Drupal-based CMS whenever updates are posted. Your website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.

🔒 Web transmission security

Your website will be secured with SSL to encrypt transmission of data. We will SSL-enable every page on your website for maximum security.

🔒 User authentication security

Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also offer a [two-factor authentication option](#) using Google Authenticate if that should be something you are interested in pursuing.

■ Data Backup

We back up your data in multiple time zones. We backup daily, weekly, monthly, and up to 7 years of annual data backups.

🏆 Guaranteed Uptime

Municode will guarantee web server uptime of 99.99%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

Maintenance and Customer Support

📞 24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine website operation questions from staff.

🔒 Security upgrades:

Municode will apply security upgrades to your solution's core and contributed modules as they are published by drupal.org ensuring that your website stays secure. Municode will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

❤️ Site Monitoring and Site Recovery:

Municode will install auto-monitoring software routines that continually monitor website performance and instantly alert us when problems occur. We will act as soon as possible and no later than two hours after problems are detected.

★ Free feature upgrades:

As we update our base Municode features, you receive those upgrades for FREE.

PROJECT COSTS

Design, Development, and Implementation Phase \$4,000

- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with **standard** design
- Content migration: 25 standard pages and 5 years meeting minutes
- Training: web teleconference, video training series, user guides

Annual Hosting, Maintenance, and Customer Support \$1,500/ year

- 10GB disk space and up to 1 terabyte data transfer per month
- 99.9% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours’ webinar refresher trainings per year

Additional Website Options

<input type="checkbox"/> Custom Design	\$2,500
<input type="checkbox"/> Email Subscriptions / Notifications	\$600 per year
<input type="checkbox"/> Parks and Trails Directory	\$200 per year
<input type="checkbox"/> Projects Directory	\$200 per year
<input type="checkbox"/> Property Listings (Commercial/Industrial)	\$200 per year
<input type="checkbox"/> Business Directory	\$200 per year
<input type="checkbox"/> On-site visits (training, consultation, etc.)	\$1500 day 1, \$1000 per day (days 2+)
<input type="checkbox"/> Custom Feature Development	\$125 per hour or fixed bid quote

PAYMENT SCHEDULE

Traditional Payment Schedule

- Year 1
 - Sign contract – 50% of project costs \$2,000
 - Implement design and features – 50% project costs \$2,000
 - Conduct training (site moved to production / annual support begins) \$1,500
 - Total** **\$5,500**
- Years 2-5
 - Yr2 - \$1500, Yr3 - \$1500, Yr4 - \$1500, Yr5 - \$1575
- Payment schedule will be adjusted accordingly based on selected optional features
- Years 6+ hosting and support increases in accordance with the prevailing consumer price index (CPI)

Interest Free Payment Schedule

- 2, 3, or 4-year interest-free payment plan available upon request

Proposal:
**Quote for
Wordpress CMS* Website**

Created on

Jan 26th, 2018

Quote for Wordpress CMS* Websites

Objective:

Design, build and implement a new website to replace the existing City of Colfax Website.

Images are important with an image rotator prominent on the home page, the ability to assign a unique “hero” image to each individual page, and the ability to add images and image galleries within pages.


The home page will have a section for news/announcements that will display from newest to oldest. After a certain number of announcements, they will drop off the homepage but still be accessible from a “view all” link that will link to the announcements page. The announcements page will have all past announcements listed from newest to oldest. Some announcements may need to remain at the top of the list for a while instead of dropping off to the home page. An option will be available to make an announcement “sticky”, keeping it at the top of the list regardless of its age until the “sticky” feature is turned off for that announcement.

The website should be editable by City of Colfax staff. To that end, the website will be built on the WordPress content management system for its ease of use and wide adoption across the internet. Sure to its flexibility and ease of use, Wordpress is the most widely used content management system on the internet. This means there are a lot of resources available for learning to use it or adding/removing features in the future. It also means that if the VisionQuest team airplane falls out of the sky one day, you will not have difficulty finding someone who can take over management of the website.

Accessibility and ease of use will be key components of the website structure and navigation. It’s important to note that regardless of what platform is used, some things are required of someone updating the website to make those updates accessible. These include things like filling out image descriptions for automated screen readers to read aloud to the visually impaired and making sure PDF files meet accessibility guidelines before they are uploaded to the site.

Included:

- Set up website on server
- Update website framework with new visual styles and custom design
 - Create website header banner.
 - Includes text, gradients, basic textures and shapes.
 - Includes incorporating logo provided by customer.
 - Create Banner (rotating)
 - Cropping images provided by customer and placing them in the banner (up to 10)
 - Developing website layout in Wordpress
 - Includes changing positions, colors, spacing, size, etc. of framework elements.
 - Includes creating simple graphic backgrounds like linear gradients or repeating textures.

- 
- Incorporate customer provided content**
 - Up to 27 (the number counted from the existing website) pages of customer provided content – text, images, PDFs, etc. (text & photos).
 - Homepage
 - A page for each department
 - Announcements archive page
 - Calendar
 - About/history page (as appropriate)
 - Employee resources page
 - **Additional Pages:** Please see note under “optional”.
 - Includes contact forms where needed
 - Complex or additional forms quoted separately.
 - Social media integration
 - Basic Follow Us (twitter) and Like Us (facebook) buttons
 - Social sharing icons for pages/articles
 - Twitter, Facebook, Instagram feed widgets
 - A training video on using Wordpress CMS to make changes to site content.
 - Training video will be made after the website using your live website.

Optional:

- Creating banner images from scratch or by combining/altering images provided by customer
- Creating additional graphic elements [new icons, banners, etc] from scratch or by altering images provided by customer
- Major changes/additions to the regular functionality of Wordpress not already included in this quote.
(Quoted individually upon request)
- Additional pages of customer content (text, Photos, Etc)
 - This Quote covers 27 pages of content plus announcements archive & calendar. Two or three extra pages will not affect the quote. If larger numbers of additional standard content pages are necessary, add \$30/page.
- Additional Training
 - Additional remote training [hourly]

Timeframe*:**

- Website will take 4-6 weeks to complete minus time spent awaiting approvals & content.
- Timeframe begins 72 hours after Vision Quest accepted proposal.
- Inclusion of optional features and services will extend the timeframe.

Revision Process:

This Quote allows for three revisions. One major revision and 2 minor revisions.

The process is outlined below:

Revision 1 – the major revision

Following the initial build the customer will view the site and ask for changes. This is the first time the customer will see the site since providing the initial content and design requests (e.g. color requirements, examples from other websites, etc.) It is expected that this first rendition may need significant changes. This is the time to request them. These include things like changing up the whole color pallet or visual style of the site.

Revision 2 – the first minor revision

After making the Revision 1 changes the customer again views the website and makes additional change requests. These are smaller changes that affect a few elements of the site. (e.g. changing the font used for headings, the spacing around images, moving an image so the text wraps on the right instead of the left, etc.)

Revision 3 – the second minor revision

After making the Revision 2 changes we repeat the same process we just used for Revision 2 one more time. This is the final revision.

After the Revision 3 changes are made any further revisions may incur additional charges.

Hosting:****

- We offer 6 months of free web hosting with this package *if hosted with Vision Quest.* (see note under **Ongoing Maintenance and Support Packages**).

Total

The total for the work in this proposal is \$3200

*CMS (Content Management System) is how you will create new pages, update text, create blog entries, etc.

** Vision Quest Information Solutions Inc does not write the content, and the writing is not included in this quote.

*** Vision Quest will not be held liable for any reason or dollar amount if timeline takes longer than expected.

**** Vision Quest's hosting package is \$99 dollars a year or \$12.95 a month. This offers unlimited bandwidth, storage space, subdomains, etc. You will not get nickel and dimed as with cheaper hosting companies.



Ongoing Maintenance & Support Packages

Note from Shaun (the primary designer): To this point, we have been doing work on your existing website at our standard IT rates. We have significantly lower rates for work we do on WordPress CMS websites that we've designed and built.

Also, it's my understanding you've discussed with Mark the possibility of using our Gold Managed Services plan and that he has offered to include basic hosting & the standard website maintenance in that package. That would include regularly updating the systems that run the website and backing up the website on a regular basis. If you go with that plan, the pricing below would only apply for making changes to the site content, adding new pages/features - those sorts of things.

All pricing on this page applies only to WordPress CMS Websites designed and built by Vision Quest Information Solutions.

Non-contract changes, maintenance & support is \$75/hr

Optional ongoing website maintenance package - \$75 every 3 months

- Modern websites require regular updates to the software that operates them. This includes the Content Management System and plugins/extensions that add functionality to the CMS. The optional website maintenance package includes checking every 3 months for these updates and applying them to the site, then making a backup of the website in case it is damaged or lost (hacking, hardware failure, etc...) These backups can be quickly deployed in place of a compromised website. *This is the most basic support package and is not necessary if you choose a monthly support package.*

Monthly Support Packages

Monthly support packages are billed each month in advance. They include website design changes, content additions, maintenance, troubleshooting, graphic design work for the website (or for social media posting), design consulting, SEO consulting, building landing pages for marketing, etc. Any time spent beyond the contract's hours is billed at the reduced contract price. Contracts are billed the month prior and may be canceled anytime. If requests for work do not use the full contract time before the last several days of the month, Vision Quest will make a good faith effort to use whatever time is left doing CMS & plugin updates with backups and any other work on the back end of the site we feel would be beneficial (for example; reviewing metadata, optimizing for faster page loading, cleaning out unused images and files from the filesystem, etc). *Package pricing is subject to change with prior notification.*

2hr/mo Contract
\$68/hr

4hr/mo Contract
\$60/hr

6hr/mo Contract
\$50/hr

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 15 day of March, 2018 by and between the City of Colfax, a municipal corporation of the State of California ("City") and Vision Quest Information Solutions ("Consultant").

RECITALS

- A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A and Exhibit B 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. **The contract term is for three years with an option for a two year extension.** 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, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the

performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

Section 6. Insurance.

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

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

- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior

written authorization from the City.

- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
 4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.

- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the

selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

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

If to Consultant: Vision Quest
 PO Box 455
 Loomis, CA 95650

Section 23. Execution.

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

Section 24. Successors.

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

Section 25. Attorney's Fees.

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

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

CITY

CONSULTANT

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

Proposal:
Offer of Services

Created for:
City of Colfax
on

Tuesday, September 05, 2017

Prepared by: Paul Deniz

**Request**

- **Contract services**

Requirements

- **Gold Plan Quote**

Covered Equipment:

- **10 Workstations**
- **1 Server**
- **1 Router/Firewall**
- **2 Network Switches**

Option**Details/Features***

Gold Plan – This is an all you can eat plan for the equipment covered unlimited During business hours' support. Strongly recommended during this transition period. This would be a 12-month contract. Things like fixing Workstations, Upgrading Servers/Networking Equipment all will be covered under this contract minus parts of course and done within the business hours of 8-5pm.

Totals

- **Gold Plan Monthly Cost:**

Total: \$1494

Proposal:
**Quote for
Wordpress CMS* Website**

Created on

Jan 26th, 2018



Quote for Wordpress CMS* Websites

Objective:

Design, build and implement a new website to replace the existing City of Colfax Website.

Images are important with an image rotator prominent on the home page, the ability to assign a unique “hero” image to each individual page, and the ability to add images and image galleries within pages.

The home page will have a section for news/announcements that will display from newest to oldest. After a certain number of announcements, they will drop off the homepage but still be accessible from a “view all” link that will link to the announcements page. The announcements page will have all past announcements listed from newest to oldest. Some announcements may need to remain at the top of the list for a while instead of dropping off to the home page. An option will be available to make an announcement “sticky”, keeping it at the top of the list regardless of its age until the “sticky” feature is turned off for that announcement.

The website should be editable by City of Colfax staff. To that end, the website will be built on the WordPress content management system for its ease of use and wide adoption across the internet. Sure to its flexibility and ease of use, Wordpress is the most widely used content management system on the internet. This means there are a lot of resources available for learning to use it or adding/removing features in the future. It also means that if the VisionQuest team airplane falls out of the sky one day, you will not have difficulty finding someone who can take over management of the website.

Accessibility and ease of use will be key components of the website structure and navigation. It's important to note that regardless of what platform is used, some things are required of someone updating the website to make those updates accessible. These include things like filling out image descriptions for automated screen readers to read aloud to the visually impaired and making sure PDF files meet accessibility guidelines before they are uploaded to the site.

Included:

- Set up website on server
- Update website framework with new visual styles and custom design
 - Create website header banner.
 - Includes text, gradients, basic textures and shapes.
 - Includes incorporating logo provided by customer.
 - Create Banner (rotating)
 - Cropping images provided by customer and placing them in the banner (up to 10)
 - Developing website layout in Wordpress
 - Includes changing positions, colors, spacing, size, etc. of framework elements.
 - Includes creating simple graphic backgrounds like linear gradients or repeating textures.



Incorporate customer provided content**

- Up to 27 (the number counted from the existing website) pages of customer provided content – text, images, PDFs, etc. (text & photos).
 - Homepage
 - A page for each department
 - Announcements archive page
 - Calendar
 - About/history page (as appropriate)
 - Employee resources page
 - **Additional Pages:** Please see note under “optional”.
- Includes contact forms where needed
 - Complex or additional forms quoted separately.
- Social media integration
 - Basic Follow Us (twitter) and Like Us (facebook) buttons
 - Social sharing icons for pages/articles
 - Twitter, Facebook, Instagram feed widgets
- A training video on using Wordpress CMS to make changes to site content.
 - Training video will be made after the website using your live website.

Optional:

- Creating banner images from scratch or by combining/altering images provided by customer
- Creating additional graphic elements [new icons, banners, etc] from scratch or by altering images provided by customer
- Major changes/additions to the regular functionality of Wordpress not already included in this quote.
(Quoted individually upon request)
- Additional pages of customer content (text, Photos, Etc)
 - This Quote covers 27 pages of content plus announcements archive & calendar. Two or three extra pages will not affect the quote. If larger numbers of additional standard content pages are necessary, add \$30/page.
- Additional Training
 - Additional remote training [hourly]


Timeframe*:**

- Website will take 4-6 weeks to complete minus time spent awaiting approvals & content.
- Timeframe begins 72 hours after Vision Quest accepted proposal.
- Inclusion of optional features and services will extend the timeframe.

Revision Process:

This Quote allows for three revisions. One major revision and 2 minor revisions.

The process is outlined below:

Revision 1 – the major revision

Following the initial build the customer will view the site and ask for changes. This is the first time the customer will see the site since providing the initial content and design requests (e.g. color requirements, examples from other websites, etc.) It is expected that this first rendition may need significant changes. This is the time to request them. These include things like changing up the whole color pallet or visual style of the site.

Revision 2 – the first minor revision

After making the Revision 1 changes the customer again views the website and makes additional change requests. These are smaller changes that affect a few elements of the site. (e.g. changing the font used for headings, the spacing around images, moving an image so the text wraps on the right instead of the left, etc.)

Revision 3 – the second minor revision

After making the Revision 2 changes we repeat the same process we just used for Revision 2 one more time. This is the final revision.

After the Revision 3 changes are made any further revisions may incur additional charges.

Hosting:****

- We offer 6 months of free web hosting with this package *if hosted with Vision Quest.* (see note under **Ongoing Maintenance and Support Packages**).

Total

The total for the work in this proposal is \$3200

*CMS (Content Management System) is how you will create new pages, update text, create blog entries, etc.

** Vision Quest Information Solutions Inc does not write the content, and the writing is not included in this quote.

*** Vision Quest will not be held liable for any reason or dollar amount if timeline takes longer than expected.

**** Vision Quest's hosting package is \$99 dollars a year or \$12.95 a month. This offers unlimited bandwidth, storage space, subdomains, etc. You will not get nickel and dimed as with cheaper hosting companies.



Ongoing Maintenance & Support Packages

Note from Shaun (the primary designer): To this point, we have been doing work on your existing website at our standard IT rates. We have significantly lower rates for work we do on WordPress CMS websites that we've designed and built.

Also, it's my understanding you've discussed with Mark the possibility of using our Gold Managed Services plan and that he has offered to include basic hosting & the standard website maintenance in that package. That would include regularly updating the systems that run the website and backing up the website on a regular basis. If you go with that plan, the pricing below would only apply for making changes to the site content, adding new pages/features - those sorts of things.

All pricing on this page applies only to WordPress CMS Websites designed and built by Vision Quest Information Solutions.

Non-contract changes, maintenance & support is \$75/hr

Optional ongoing website maintenance package - \$75 every 3 months

- Modern websites require regular updates to the software that operates them. This includes the Content Management System and plugins/extensions that add functionality to the CMS. The optional website maintenance package includes checking every 3 months for these updates and applying them to the site, then making a backup of the website in case it is damaged or lost (hacking, hardware failure, etc...) These backups can be quickly deployed in place of a compromised website. *This is the most basic support package and is not necessary if you choose a monthly support package.*

Monthly Support Packages

Monthly support packages are billed each month in advance. They include website design changes, content additions, maintenance, troubleshooting, graphic design work for the website (or for social media posting), design consulting, SEO consulting, building landing pages for marketing, etc. Any time spent beyond the contract's hours is billed at the reduced contract price. Contracts are billed the month prior and may be canceled anytime. If requests for work do not use the full contract time before the last several days of the month, Vision Quest will make a good faith effort to use whatever time is left doing CMS & plugin updates with backups and any other work on the back end of the site we feel would be beneficial (for example; reviewing metadata, optimizing for faster page loading, cleaning out unused images and files from the filesystem, etc). *Package pricing is subject to change with prior notification.*

2hr/mo Contract
\$68/hr

4hr/mo Contract
\$60/hr

6hr/mo Contract
\$50/hr