



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

April 11, 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. **Placer Mosquito and Vector Control Awareness Week**

Joel Buettner, General Manager of Placer County Mosquito and Vector Control District

Recommendation: Receive presentation and adopt Resolution 20-2018 recognizing West Nile Virus and Mosquito and Vector Control Awareness Week 2018.

2B. **Proclaim April 2018 as Child Abuse Prevention Month**

Barbara Besana, Executive Director Kids First

Recommendation: Receive a presentation from KidsFirst and adopt Resolution 21-2018 declaring April 2018 as Child Abuse Prevention Awareness Month in the City of Colfax.

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 March 28, 2018**

Recommendation: Approve the Minutes of the Regular Meeting of March 28, 2018.

3B. **Vacant Land Purchase of APN # 006-066-028 a portion of the area on Main Street known as “Lot of Arts”**

Recommendation: Adopt Resolution 22- 2018 authorizing the City Manager to enter into a Vacant Land Purchase Agreement on behalf of the City to purchase APN #006-066-028, a portion of the area on Main Street known as “Lot of Arts,” from Scott Miles for \$45,000.

3C. **Cannabis Background Check Authorization**

Recommendation: Adopt Resolution 23-2018 approving an application for authorization to access State and Federal level Summary Criminal History Information for employment, volunteers and contractors, licensing or certification purposes.

3D. **Project List for Road Repair – SB 1 Funding**

Recommendation: Adopt Resolution 24-2018 adopting a list of potential projects to be funded in full or in part by SB 1: The Road Repair and Accountability Act ensuring eligibility for State of California Road Maintenance and Rehabilitation Account (RMRA) revenues.



Colfax City Council Meetings are ADA compliant. If you need special assistance to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

April 11, 2018

Page 1 of 2

3E. **Agreement for Information Technology Services and Website Design**

Recommendation: Adopt Resolution 25-2018 authorizing the City Manager to enter into a professional services agreement with Vision Quest Information Solutions Inc for a one year term with an option to evaluate service levels for years two and three.

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

Recommendation: For Information Only

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. **Amendment to Engineering Design Services Contract for S. Auburn Street and I-80 Roundabout Project**

Staff Presentation: Dane Schilling, City Engineer

Recommendation: Adopt Resolution 26-2018 authorizing the City Manager to execute Amendment No. 1 to the Consultant Services Agreement between the City of Colfax and Omni-Means, A GHD Company, for the S. Auburn Street and I-80 Roundabout Project

6B. **Access Easement to 29 & 45 East Grass Valley Street (Ann Wendell)**

Staff Presentation: Alfred A. “Mick” Cabral, City Attorney

Recommendation: Discuss and consider adopting Resolution 27-2018 authorizing the City Manager to execute and deliver a grant of nonexclusive access easement to Ann Wendell.

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.

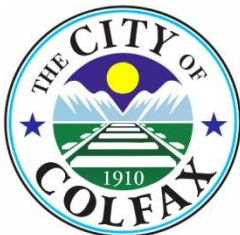
8. ADJOURNMENT

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.





STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 11, 2018 COUNCIL MEETING

FROM: Wes Heathcocl, City Manager
PREPARED BY: Staff
DATE: April 5, 2018
SUBJECT: Mosquito and Vector Control Awareness Week April 16-25, 2017

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RECOMMENDED ACTION: Receive presentation from Joel Buettner, General Manager of the Placer County Mosquito and Vector Control District and adopt Resolution 20-2018 Recognizing West Nile Virus and Mosquito and Vector Control Awareness Week 2018

BACKGROUND AND SUMMARY:

The City of Colfax has potential mosquito breeding habitat which could lead to mosquito caused health issues. In 2017, West Nile virus resulted in 28 human deaths in California and over 502 individuals in 27 counties tested positive for West Nile. The California Department of Public Health and the federal Centers for Disease Control and Prevention predict West Nile virus will again pose a public health threat in California in 2018.

Adequately funded mosquito and vector control, disease surveillance and public awareness programs are the best way to prevent outbreaks of diseases transmitted by mosquitoes and other vectors. As a means of increasing public awareness, the Placer Mosquito and Vector Control District has supported the Mosquito and Vector Control Association of California by designating the week of April 15 to April 21, 2018 as West Nile Virus and Mosquito and Vector Control Awareness Week. In addition to increasing public awareness to the threat of diseases, West Nile Virus and Mosquito and Vector Control Awareness Week will encourage the public to take action in preventing mosquito and vector-transmitted diseases, and will highlight the activities of various mosquito and vector research and control agencies working to reduce the health threat within California. Staff recommends that the City Council join the Placer County Mosquito and Vector Control District in declaring April 15-21, 2018 as West Nile Virus and Mosquito and Vector Control Awareness Week.

ATTACHMENTS:

Resolution 20-2018

City of Colfax

City Council

Resolution № 20-2018

RECOGNIZING WEST NILE VIRUS AND MOSQUITO AND VECTOR CONTROL AWARENESS WEEK 2018

WHEREAS, the Mosquito and Vector Control Association of California has designated the week of April 15 to April 21, 2018 as West Nile virus and Mosquito and Vector Control Awareness Week; and

WHEREAS, West Nile virus is a mosquito-borne disease that can result in debilitating cases of meningitis and encephalitis and death to humans, horses, avian species, and other wildlife; and

WHEREAS, mosquitoes and other vectors, including, but not limited to, ticks, rats, fleas, and flies, continue to be a source of human suffering, illness, and death, and a public nuisance in California and around the world; and

WHEREAS, excess numbers of mosquitoes and other vectors spread diseases, reduce enjoyment of both public and private outdoor living spaces, reduce property values, hinder outdoor work, reduce livestock productivity, and have a negative impact on the environment; and

WHEREAS, in 2017, West Nile virus resulted in 28 human deaths in California, and 502 individual cases in 27 counties; and,

WHEREAS, in 2017, West Nile virus surveillance resulted in 59 West Nile virus-positive mosquito samples, 4 West Nile virus-positive dead birds, 5 sentinel chicken seroconversions, and 2 asymptomatic human cases in Placer County; and

WHEREAS, two invasive mosquito species in California, *Aedes albopictus*, and *Aedes aegypti*, are posing new public health threats in central and southern California due to their capability to transmit potentially deadly or debilitating diseases, such as dengue, yellow fever, chikungunya, and Zika virus, diseases that are not currently transmitted in California but are at epidemic levels in the Americas and other continents; and

WHEREAS, professional mosquito and vector control based on scientific research has made great advances in safely reducing mosquito and vector populations and the diseases they transmit; and

WHEREAS, adequately funded mosquito and vector control, disease surveillance, and public awareness programs, coupled with best management practices emphasizing nonchemical approaches, are the best ways to prevent outbreaks of West Nile virus and other diseases borne by mosquitoes and other vectors; and

WHEREAS, the Placer Mosquito and Vector Control District, along with mosquito and vector control agencies throughout the State of California, works closely with local public and environmental health officials, the United States Environmental Protection Agency and the State Department of Public Health to reduce pesticide risks to humans, animals, and the environment while protecting human health from mosquito vectors; and

WHEREAS, the public's awareness of the health benefits associated with safe, professionally applied mosquito and vector control methods will support these efforts, as well as motivate the state and the public to eliminate mosquito and vector breeding sites on public and private property; and

WHEREAS, West Nile Virus and Mosquito and Vector Control Awareness Week will increase the public's awareness of the threat of diseases and encourage the public to take action in preventing mosquito and vector-transmitted diseases, and will highlight the activities of various mosquito and vector research and control agencies working to reduce the health threat within California; and

WHEREAS, The Mosquito and Vector Control Association of California has designated the week of April 15 to April 21, 2018, inclusive, as West Nile Virus and Mosquito and Vector Control Awareness Week in the State of California;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Colfax hereby recognizes April 15 to April 21, 2018 as West Nile Virus and Mosquito and Vector Control Awareness Week.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the City Council of the City of Colfax on the 11th day of April, 2018 by the following vote:

Ayes:

Noes:

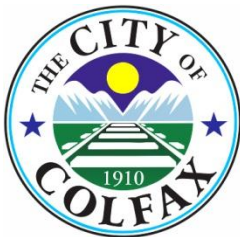
Absent:

Abstain:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 11, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Staff
DATE: April 6, 2018
SUBJECT: Proclaim April 2018 as Child Abuse Prevention Month

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RECOMMENDED ACTION: Receive a presentation from KidsFirst and adopt Resolution 21-2018 Proclaiming April 2018 as “Child Abuse Prevention Awareness Month” in the City of Colfax.

BACKGROUND AND SUMMARY:

In 2016/2017, Placer County investigated over 3,000 reports of child abuse and neglect which affects and average of 2 children per household

The majority of child abuse cases stem from situations and conditions that are preventable. KidsFirst was established in 1989 as a private, non-profit organization with a mission to end child abuse and neglect. The organization envisions an environment where all children live in a safe, healthy, and nurturing home. They are dedicated to helping families by providing them with the tools needed to cope with difficult life circumstances before they become overwhelming. With counseling and family resource centers in Auburn and Roseville, their programs target the most vulnerable children, families, and neighborhoods. They strengthen families by educating, advocating and changing lives through programs which include Wellness, Information and Referral, and Education and Outreach.

The City can support the efforts of KidsFirst by proclaiming April 2018 as Child Abuse Prevention Awareness Month and urging all citizens to join KidsFirst and it engaged partners to support each family’s efforts to keep themselves and their children safe, healthy and in a nurturing environment.

ATTACHMENTS:
 Resolution 20-2018

City of Colfax

City Council

Resolution № 21-2018

DECLARING APRIL 2018 AS “CHILD ABUSE PREVENTION AWARENESS MONTH” IN THE CITY OF COLFAX

WHEREAS, in 2016/2017, Placer County investigated 3,113 reports of child abuse and neglect, affecting an average of 2 children per household; and

WHEREAS, all adults and caregivers have a responsibility, as neighbors, community members and citizens of the community to help create healthy, safe and nurturing environment for children and youth; and

WHEREAS, safe and healthy childhoods help produce confident, successful and independent adults; and

WHEREAS, child abuse and neglect often occurs when people find themselves in isolated or stressful situations, without community resources don't know how to cope; and

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable when communities are supportive, active and engaged; and

WHEREAS, child abuse and neglect can be reduced by making sure every family has the support it needs and deserves to raise their children in a healthy environment; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective prevention programs succeed because of meaningful connections and partnerships created between agencies, schools, faith-based organizations, law enforcement agencies, and the business community; and Placer County's collaborative is among the most effective in the country; and

WHEREAS, For 29 years, KidsFirst, Counseling and Family Resource Centers, has functioned as a Child Abuse Prevention Council for Placer County, with two locations strategically located in Roseville and Auburn to serve Western/Southern Placer County;

NOW THEREFORE, BE IT PROCLAIMED by the City Council of the City of Colfax that April 2018 is Child Abuse Prevention Awareness Month, urging all citizens to join KidsFirst and its engaged partners as they support each family's efforts to keep themselves and their children safe, healthy and in a nurturing environment.

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 11th day of April, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Will Stockwin, Mayor

Lorraine Cassidy, City Clerk



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

1 CLOSED SESSION

1A. **Call to Order**

Mayor Stockwin called the Meeting to order at 6:30PM.

1B. **Roll Call**

Council members present: Douglass, Harvey, Mendoza, Stockwin

1C. **Public Comment**

There were no comments from the public.

1D. **Closed Session**

Conference with Real Property Negotiations pursuant to Government Code 54956.8.

Property under review: 006-066-027-000

Negotiating parties: Edward F. Marson/Miles

Under negotiation: Price and terms of payment

City Attorney Cabral announced the Council is going to convene in Closed Session to confer with its real property negotiators pursuant to Government Code Section 54956.8. The properties the Council will discuss are Placer County Assessor's Parcel (APN) #006-066-027-000, and #006-066-028-000 commonly known as the "Lot of Arts" properties. The negotiating parties are the City of Colfax, Edward Marson and Scott Miles. Under negotiation are price and terms of payment.

Closed session ended at 6:50PM.

2 OPEN SESSION

2A. **Call to Order**

Mayor Stockwin called the Open Session to order at 6:59PM.

2B. **Report from Closed Session**

City Attorney Cabral announced there was nothing to report from Closed Session.

2C. **Pledge of Allegiance**

Foxy McCleary, Colfax resident, led the Pledge of Allegiance.

2D. **Roll Call**

Council members present: Douglass, Harvey, Mendoza, Stockwin

2E. **Approval of Agenda Order**

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Mendoza, the City Council approved the agenda order.

AYES: Douglass, Harvey, Mendoza, Stockwin

3 PRESENTATIONS

3A. Maidu Village Concept Plan

Jeff Bordelon, Representative for the Maidu Development

Mr. Bordelon updated Council regarding the status of the eight acre parcel known as Maidu Village. He explained development of the parcel has been hindered in the past due to traffic and access issues. The City conducted a traffic study and determined a roundabout would be the most viable solution to improve overall traffic problems and at the same time allow the land to be developed. After years of stalemate, the City was able to secure grant funding for the majority of construction of the roundabout. The developers realize this is a unique opportunity and are grateful to the City for moving forward with the project. The developers would normally pay mitigation and development fees to the City later in the development process but have agreed to put “skin in the game” at this early stage in order to ensure the project can move forward. They would like assurance of approval of their project while allowing the City to progress with the roundabout construction.

Councilmember Harvey stated this move by the developer to front the costs is imperative to safeguard the City in the event the developer decides not to develop the land, or develop after the roundabout is built.

Mr. Bordelon agreed and stated the developers are not looking for a windfall; they desire to pay their fair share.

3B. Sewer Rate Study Findings

Mary Fleming and Karen McBride, RCAC Rural Development Specialist

Ms. Fleming and Ms. McBride gave a presentation explaining the very thorough process used to evaluate all aspects of the current status of the City’s budget related to wastewater treatment, projected costs and the appropriate rates for the wastewater treatment system. Ms. Fleming stated Colfax has been a good steward and this is one of the best utilities she has seen.

Given that the City cannot compromise service or sustainability, there are very few areas in which the City can reduce costs. The Capital Improvement Project (CIP) list is very lean. Also, it is not wise to defer the maintenance on the plant. The City has switched to Pioneer Energy to reduce electricity costs by 9% of the rates charged by PG&E. Reallocation of expenses may reduce apparent costs but will not appreciably alleviate the projected budget shortfall.

The presenters explained the hardships to citizens caused by “kicking the can down the road” to delay rate increases. In the end, the residents pay far more in “catch up” costs than to gradually cover costs with small increases.

RCAC is recommending a 2.45% annual increase for the next 5 years, at which time the rates should be reevaluated. With this recommendation, the City will experience a budget shortfall for the first two years. The City will be conducting a Proposition 218 process to ensure the rate increases are in compliance. The team emphasized the importance of being proactive in adjusting rates to stay in compliance with state demands and to potentially obtain grant funding for Capital Improvement Projects.

Council and staff discussed the findings of the report.

Council commended the City Wastewater Treatment Plant Operators for the great job they are doing to run the plant correctly. The State has noticed how well run the plant is running and is lessening some of the more egregious monitoring requirements with a new operating permit. Council asked staff and the consultants to:

- Evaluate the impacts of waiting one year to raise the rates,
- Look into the amounts being subsidized according to agreements with the Schools and Sierra Vista Community Center,
- If Solar Power could be used to reduce costs or even supplement income.

They emphasized the need for the public to help by being cautious of fats, oils, grease or medications being added to the wastewater system.

Staff is aggressively working to fix all areas where storm water is flowing into the sewer system and increasing the amount of water needing to be processed.

Larry Hillberg, Colfax resident, asked if the rate increase will be automatic even if the costs don't increase. City Manager Heathcock explained the rates could only be reduced if there is a significant change in the projected costs. Mr. Hillberg thanked Council and staff for keeping on top of this issue.

4 CONSENT CALENDAR

4A. Minutes - Regular Meeting March 14, 2018

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

4B. Cash Summary – February 2018

Recommendation: Receive and file.

4C. City Manager authorization to request Federal/State Funds for Pond III Fissure repairs

Recommendation: Adopt Resolution 17-2018 designating the City Manager as authorized agent to execute and file applications with the California Governor's Office of Emergency Service for the purpose of obtaining federal financial assistance and/or state financial assistance.

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

AYES: Douglass, Harvey, Mendoza, Stockwin

5 PUBLIC COMMENT

Larry Hillberg, Colfax resident

- Mr. Hillberg commended the City staff for keeping the downtown area looking great. The Public Works crew is obviously taking pride in their work.

Lynda Locatel, Colfax business owner

- Ms. Locatel invited everyone to visit her new business, "For a Good Cause," which is a thrift and gift. Her ultimate plan is to funnel the profits back into the community as part of a 501(c)(3) organization.

Carmen Armstrong, Area resident

- Ms. Armstrong stated she thinks it is confusing that Colfax is a train town but the trains don't whistle.
- She asked the Council to allow volunteers to dig up the daffodils which were planted at the I-80 interchange before the roundabout is built.

Council directed staff to ensure the volunteers are notified before construction begins.

Elijah Zachary, Area resident

- Mr. Zachary handed out invitations to a fundraising event in honor of Justine Vanderschoot's Fund to benefit local law enforcement support organizations. The event will be held at the Gold Country Fairgrounds on April 21, 2018.

6 COUNCIL, STAFF, AND OTHER REPORTS

6A. Committee Reports and Colfax Informational Items – All Councilmembers

Councilmember Harvey

- Councilmember Harvey stated the Placer County Transportation Planning Agency board continues to interview candidates for the Executive Director position.

Councilmember Douglass

- Councilmember Douglass represented the City at the Sacramento Area Council of Governments board meeting.
- He mentioned Pioneer Energy plans to set rates 9% under PG&E rates.
- The Sierra Vista Community Center is looking for 2 new members for its board.

Mayor Pro Tem Mendoza

- Mayor Pro Tem Mendoza attended the American Legion Dinner which is held on the 3rd Thursday of every month, a St. Patrick's Day celebration, the opening ceremony for the Colfax High School spirit week, an awards event for 7th and 8th grade students at Colfax Elementary School, and an Art Party at the Sierra Vista Community Center.
- She continues to work with the seniors to help them resolve issues as they arise.

Mayor Stockwin

- Mayor Stockwin was a judge for the Colfax High School spirit week and presented awards at the elementary school along with Mayor Pro Tem Mendoza.
- He represented the City on the Placer County Mosquito and Vector Control board.
- Mayor Stockwin gave a rain report: After a very wet March, the season stands at the low end of normal rainfall – 42.3 inches for the season.

6B. City Operations – City Staff

City Manager Heathcock

- City Manager Heathcock informed Council the claim for repairs of the fissure in the Pond III levee caused by the January 2017 storms has been submitted to the insurance company.
- He requested Council form an ad hoc committee to discuss the emergency service contracts. Mayor Stockwin and Mayor Pro Tem Mendoza will be on the committee. Councilmember Harvey will serve as an alternate.
- City Manager Heathcock introduced the new Community Services Director, Chris Clardy. He is doing a great job!

6C. Additional Reports – Agency Partners

Chief Brian Eagan, Colfax Fire Department Battalion Chief

- Chief Eagan informed Council the CEQA process should be completed by April so mastication of the landfill and the Wastewater Treatment Plant should be completed this spring.

Councilmember Harvey suggested the department look into selling oak tree rounds resulting from the mastication process with proceeds going to the volunteer fire department.

Sergeant Ty Conners, Placer County Sheriff Office Colfax Substation Commander

- Sergeant Conners reported the County is installing AR15's in all patrol cars and including them in the training for deputies.

Council asked about progress on finding the culprit for recent break-ins and the value of surveillance cameras. Sergeant Conners stated all suspects for the break-ins have been cleared and cameras are only useful if the images produced are clear.

Frank Klein, President Colfax Area Chamber of Commerce

- Mr. Klein stated the Chamber has already begun planning Winterfest which will be December 8, 2018. It promises to be an even better event than last year.
- The Chamber Mixers are in the planning stages.

Sharon Conners and Foxey McCleary, Sierra Vista Community Center

- Ms. McCleary invited everyone to the monthly VFW Breakfast held the 2nd Sunday each month.
- Ms. Conners reminded everyone the Chocolate, Wine, and Art Indulgence will be on April 28th.
- The Sierra Vista Community Center Art Studio is open on Tuesdays and Wednesdays with \$5.00 painting classes.

7 COUNCIL BUSINESS

7A. Maidu Village Road Improvement Deposit Agreement

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

Recommendation: Discuss and consider adopting Resolution 18-2018 authorizing the City Manager to execute a Road Improvement Deposit Agreement with the developers of the Maidu Village Project.

City Attorney Cabral explained this agreement is one piece of a large puzzle to fund the roundabout. The City has obtained \$2.1 million in grant funding and needs an additional \$450,000 to complete the project. When the property known as Maidu Village is developed, the City will receive those funds through land development fees, but needs the funds before completion of the roundabout.

The developer needs to improve the roadway, sidewalks, and access on Maidu property when the development is constructed. It makes little sense to wait until after construction of the roundabout to construct improvements to the Maidu frontage.

The agreement before Council provides a solution to the funding shortfall needed up front for the roundabout project while avoiding extra costs to the developer. The agreement does impose requirements on the City to ensure the roundabout project commences construction by July 2019.

A member of the public reiterated the request to ensure the tulip bulbs at I-80 are preserved before construction begins on the roundabout.

On a motion by Councilmember Harvey, and a second by Councilmember Douglass, Council approved Resolution 18-2018 by the following unanimous roll call vote:

Ayes: Douglass, Harvey, Mendoza, Stockwin

- 7B. **Caltrans Cooperative Agreement for the S. Auburn St and I-80 Roundabout Project**
Staff Presentation: Marc Fernandez, Coastland Engineering
Recommendation: Adopt Resolution 19-2018 authorizing the City Manager to execute a Cooperative Agreement with Caltrans under the State Highway Operations and Protection Program (SHOPP) for the S. Auburn St. and I-80 Roundabout Project.

City Manager Heathcock introduced Marc Fernandez of Coastland Engineering and acknowledged the great job he is doing as Project Manager for the Roundabout Project.

Mr. Fernandez explained this agreement is a standard State requirement to access the grant funding for the Roundabout Project.

There was no comment from Council or the public.

On a motion by Councilmember Harvey, and a second by Councilmember Douglass, Council approved Resolution 19-2018 by the following unanimous roll call vote:

Ayes: Douglass, Harvey, Mendoza, Stockwin

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

Councilmember Douglass requested an updated copy of the Committee Assignment sheet.

Mayor Pro Tem Mendoza requested an agenda item on the April 11, 2018 Council meeting to proclaim April Child Abuse Prevention Month. All agreed to direct staff to place this on the agenda.

Councilmember Harvey thanked Mr. Hillberg for acknowledging the efforts of staff. He concurred that staff is working hard for the citizens of Colfax.

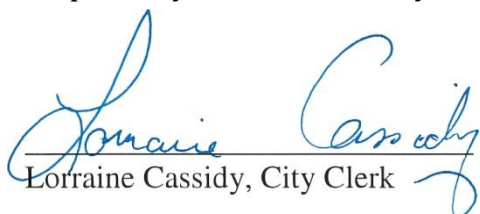
Mayor Stockwin agreed.

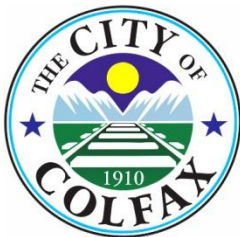
9 ADJOURNMENT

Councilmember Harvey made a motion, seconded by Councilmember Douglass, to adjourn the meeting.

As all were in favor, Mayor Stockwin adjourned the meeting at 9:12PM.

Respectfully submitted to City Council this 11th day of April, 2018


Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 11, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Wes Heathcock
DATE: April 3, 2018
SUBJECT: Vacant Land Purchase of APN # 006-066-028 a portion of the area on Main Street known as "Lot of Arts"

N/A FUNDED UN-FUNDED AMOUNT: \$45,000 FROM FUNDS: 213

RECOMMENDED ACTION: Adopt Resolution 22- 2018 authorizing the City Manager to enter into a Vacant Land Purchase Agreement on behalf of the City to purchase APN #006-066-028, a portion of the area on Main Street known as "Lot of Arts," from Scott Miles for \$45,000.

Discussion and Summary

The City of Colfax was approached to purchase the undeveloped land (APN #066-066-028) located on the lot between 5 South Main Street and 25 South Main Street. Assessor Parcel Number (APN) #006-066-028 is approximately 50' x 100' and includes two lots. The letter of intent dated February 13, 2018 stated the owner is interested in selling the parcel to the City of Colfax for \$45,000. The purchase price equates to \$22,500 per lot. Staff believes the asking price is reasonable.

The City currently leases the land from Scott Miles (owner) for the Lot of Arts Park. The City is interested in making future improvements the Lot of Arts Park. Under the current leased arrangement, it is not in the City's best interest to make the permanent improvements to land not owned by the City.

The City of Colfax Parks and Recreation Master Plan (Plan) states the City should acquire additional property for the benefit of the community. Currently, the City owns 3.26 acres of parkland. The Plan indicates the City should acquire an additional 5 acres by 2021 to meet community needs. This location is approximately .11 acres and will bring the City's parkland total to 3.37 acres.

Staff is recommending Council authorize the City Manager to sign on behalf of the City a purchase agreement for Parcel # 006-066-028 from Scott Miles for the amount of \$45,000.

FINANCIAL IMPACT

The City receives Parks and Recreation funding from new development that is placed in Fund 213. Fund 213 currently has \$54,000 available for park and recreational purposes.

ATTACHMENTS:

1. Resolution 22-2018
2. Letter of Intent
3. Parcel Map
4. Fund 213 Budget Sheet
5. Vacant Land Purchase Agreement

City of Colfax

City Council

Resolution № 22-2018

AUTHORIZING THE CITY MANAGER TO ENTER INTO A VACANT LAND PURCHASE AGREEMENT ON BEHALF OF THE CITY TO PURCHASE APN #006-066-028, A PORTION OF THE AREA ON MAIN STREET KNOWN AS "LOT OF ARTS," FROM SCOTT MILES FOR \$45,000

WHEREAS, the City was approached to purchase the undeveloped land at APN#006-066-028 located between 5 South Main Street and 25 S. Main Street which is two-thirds of the area commonly known as "Lot of Arts"; and,

WHEREAS, the City Council has determined the \$45,000 purchase price for the parcel is reasonable; and,

WHEREAS, the City Parks and Recreation Plan identifies the need to expand park land; and

WHEREAS, the acquisition will allow the City to make permanent improvements to the parcel.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to execute on behalf of the City a Vacant Land Purchase Agreement in the form attached to purchase APN #066-066-028 from Scott Miles for \$45,000.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 11th day of April, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Will Stockwin, Mayor

Lorraine Cassidy, City Clerk

Foothill Properties



February 13, 2018

Wes Heathcock
City Manager
PO Box 702
Colfax, CA 95713

RE: Main Street APN: 006-066-028

Dear Wes:

I am writing you to advise you of Scott D. Miles intent to sell his portion of the parcel next to Marson's, specifically APN: 006-066-028.

This property is being offered to the City of Colfax for \$45,000.00.

Please contact Tami Hampshire at 530-308-3320 to discuss this further.

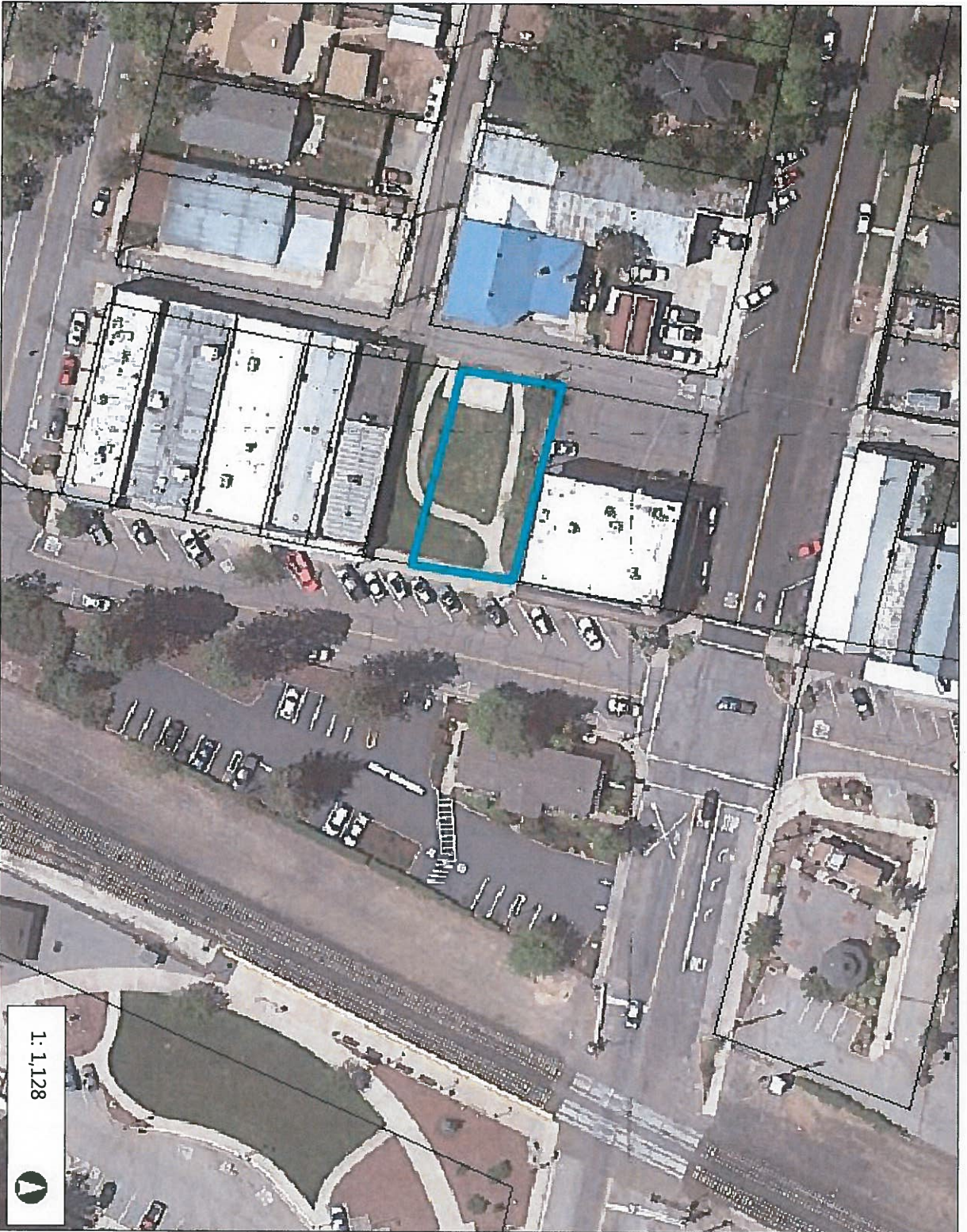
Sincerely,

DocuSigned by:

Tami Hampshire

F102FE0306B4C4

Tami L. Hampshire
Realtor

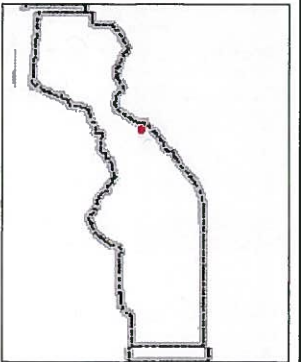


1: 1,128



THIS MAP IS NOT TO BE USED FOR NAVIGATION

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



- Legend
- Parcels
 - County Boundary
 - World Street Map

Notes

City of Colfax
 Adopted Budget
 For the Fiscal Years 2016-2017 and 2017-2018

Mitigation Funds - Parks and Rec
 Fund #213

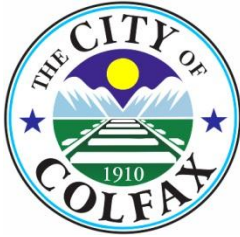
NUMBER	DESCRIPTION	Actuals 2014-15	Actuals 2015-16	Estimate 2016-17	Budget 2015-16	Adopted Budget:		
						2016-2017	2017-2018	2017-2018 REV

REVENUES								
4225	Mitigation Fees	\$5,467	\$0	\$0	\$0	\$0	\$0	\$0
4980	Interest	220	387	625	150	350	350	625
TOTAL REVENUE		5,687	387	625	150	350	350	625

EXPENDITURES								
5440	Printing and Advertising	0	0	0	0	0	0	0
5660	Professional Services	0	0	0	0	0	0	0
TOTAL EXPENDITURES		0	0	0	0	0	0	0

CAPITAL OUTLAY								
9998	Shade Structure for ballpark bleachers	0	0	0	0	0	0	45,000
TOTAL OTHER SOURCES (USES)		0	0	0	0	0	0	45,000

BEGINNING FUND BALANCE		91,767	97,454	97,841	97,454	97,804	98,154	98,466
ENDING FUND BALANCE		\$ 97,454	\$ 97,841	\$ 98,466	\$ 97,604	\$ 98,154	\$ 98,504	\$ 54,091



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 11, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Staff
DATE: April 5, 2018
SUBJECT: Cannabis Background Check Authorization

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	REIMBURSABLE	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Adopt Resolution 23-2018 approving an application for authorization to access State and Federal level summary criminal history information for employment, volunteers and contractors, licensing or certification purposes.

SUMMARY:

Ordinance 536 includes a comprehensive background check of applicants for Retail Cannabis Applicants. Resolution 14-2018 addressed the need for background checks and authorized the City to apply for access to State and Federal background check information.

Staff was recently notified the City’s request has been placed on hold pending a resolution in a format acceptable to the State and Federal bureaucracies. The attached resolution satisfies the modified format requested.

FISCAL IMPACT:

No impact to the general fund at this time.

ATTACHMENTS:

1. Resolution 23-2018

City of Colfax

City Council

Resolution № 23-2018

APPROVING AN APPLICATION FOR AUTHORIZATION TO ACCESS STATE AND FEDERAL LEVEL SUMMARY CRIMINAL HISTORY INFORMATION FOR EMPLOYMENT, VOLUNTEERS, AND CONTRACTORS, LICENSING OR CERTIFICATION PURPOSES

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts, and joint powers authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, districts, and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject or record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the City Council, Board of Supervisors, governing body of a city, county, or district or joint powers authority to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes..

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of Colfax that that the City of Colfax is hereby authorized to access state and federal level summary criminal history information for employment, including volunteers and contract employees, licensing and certification of commercial cannabis operations for retail sales purposes and may not disseminate the information to a private entity.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 11th day of April 2018 by the following vote of the Council:

AYES:

NOES:

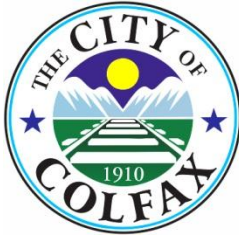
ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 11, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Dane Schilling, City Engineer; Paul Anderson, Associate Engineer
DATE: April 4, 2018
SUBJECT: Project List for Road Repair – SB 1 Funding

<input checked="" type="checkbox"/> X	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Adopt Resolution 24-2018 adopting a list of potential projects to be funded in full or in part by SB 1: The Road Repair and Accountability Act, ensuring eligibility for State of California Road Maintenance and Rehabilitation Account (RMRA) revenues.

SUMMARY:

State Senate Bill (SB 1), also known as the Road Repair and Accountability Act (RMRA) of 2017, was signed into law by Governor Brown on April 28, 2017. SB 1 establishes funding to address deferred maintenance on the State highway system and local street and road systems. The bill provides that funds shall be used for: Road Maintenance and Rehabilitation, Safety Projects, Railroad Grade Separations, Complete Street Components or, Traffic Control Devices.

The City is expected to receive about \$34,375 in SB 1 Funds in Fiscal Year 2018-2019. SB 1 revenues should increase in subsequent years.

To be considered for funding, SB 1 requires all projects proposed for SB 1 Funding be named and acknowledged by resolution. Staff is recommending the following project priorities in order of appearance:

- **S. Auburn Street & I-80 Roundabout Project** - All SB 1 Funding for Fiscal Year 2018-2019 will be added to other funding sources for this project first. The cost of this project is approximately \$2,600,000. The project is intended to improve traffic flow and the quality of the roadway; improve pedestrian, bicycle, and vehicle safety.
- **Rising Sun Road Pavement Resurfacing Project** – The Fiscal Year 2017-2018 SB 1 funds were designated to be used on this approximately \$216,000 project (City Council Resolution No. 42-2018) however, more SB 1 funds may be needed to construct the project. This project is intended to provide a new roadway surface on Rising Sun from Ben Taylor Road to Grass Valley Street.
- **Culver Street Reconstruction** – This project involves reconstructing Culver Street from W. Oak Street to Newman Street. The project is estimated at \$225,000. The project is intended to provide a new roadway surface to improve traffic flow and the quality of the roadway.

FISCAL IMPACT:

There is no direct fiscal impact, since the SB 1 Funding is in addition to anticipated Gas Tax revenues which are included in the City's Budget. Projects funded from SB 1 in future fiscal years will be recognized, listed, and adopted to continue City eligibility for SB 1 Funding. Staff will continue to pursue grant opportunities to supplement SB 1 Funding.

ATTACHMENTS:

1. Resolution 24-2018

City of Colfax

City Council

Resolution № 24-2018

ADOPTING A LIST OF POTENTIAL PROJECTS TO BE FUNDED IN FULL OR IN PART BY SB 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT, ENSURING ELIGIBILITY FOR STATE OF CALIFORNIA ROAD MAINTENANCE AND REHABILITATION ACCOUNT REVENUES

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 was passed by the State Legislature and signed into law by the Governor on April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, the City of Colfax must adopt a list by resolution of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Colfax, will receive an estimated \$34,375 in RMRA funding in Fiscal Year 2018-19 from SB 1; and

WHEREAS, the City of Colfax adopted its City of Colfax 2018 Pavement Management Plan and used said Pavement Management Plan to develop the SB 1 project list to SB 1 funds are being used on the highest-priority projects and in the most cost-effective way.

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

1. The foregoing recitals are true and correct.
2. The City of Colfax hereby adopts the following list of projects planned to be funded in fiscal year 2018-19 with Road Maintenance and Rehabilitation Account revenues in the following priority order:
 - South Auburn Street & I-80 Roundabout
 - Description: This project proposes to replace, realign, and reconstruct the existing South Auburn Street and I-80 on and off ramp intersection (new roundabout) and portions of South Auburn Street to address safety and congestion needs.

- Location: On South Auburn Street between Hwy 174 and Whitcomb Avenue at I-80 Westbound on and off ramps.
- Estimated Useful Life of Project: 20 years
- Estimated Year of Construction: 2018

- Rising Sun Road Pavement Resurfacing Project
 - Description: Fiscal Year 2017-2018 SB 1 funds were designated to be used on this approximately \$216,000 project (City Council Resolution No. 42-2018) however, more SB 1 funds may be needed to construct the project. This project is intended to provide a new roadway surface.
 - Location: On Rising Sun from Ben Taylor Road to Grass Valley Street.
 - Estimated Useful Life of Project: 10 years.
 - Estimated Year of Construction: 2018

- Culver Street Reconstruction
 - Description: Street reconstruction involving re-use of existing asphalt materials. The project is estimated at \$225,000. The project is intended to provide a new roadway surface to improve traffic flow and the quality of the roadway.
 - Location: Culver Street from W. Oak Street to Newman Street.
 - Estimated Useful Life of Project: 20 years.
 - Estimated Year of Construction: 2018

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 11th day of April 2018 by the following vote of the Council:

AYES:

NOES:

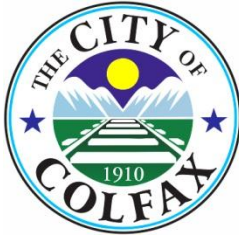
ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 11, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Lorraine Cassidy, City Clerk
DATE: April 5, 2018
SUBJECT: Agreement for Information Technology Services and Website Design

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$17,928 Managed Services \$3,200 Web Design	FROM FUNDS: 100, 572, 250, 560
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RECOMMENDED ACTION: Adopt Resolution 25-2018 authorizing the City Manager to enter into a professional services agreement with Vision Quest Information Solutions Inc for a one year term with an option to evaluate service levels for years two and three.

DISCUSSION AND SUMMARY

At the March 14, 2018 meeting Staff brought a proposal to Council to formalize the relationship for Information Technology (IT) services with the contractor currently providing IT services on an on-call basis. Council requested a more thorough evaluation of the City’s IT service needs before committing to a long-term contract. Council created an ad hoc committee consisting of Mayor Stockwin, Councilmember Douglass, City Manager Heathcock and City Clerk Cassidy.

Staff subsequently solicited proposals from additional regional IT businesses.

The committee met to discuss the proposals for IT services and the proposals for website design. After reviewing the estimated monthly hours needed for IT services new proposals, and proposed IT projects. (See attached analysis), the committee suggests Council contract with Vision Quest Information Solutions, Inc. for one year with an all-inclusive managed service plan and subsequently continue their services at an appropriate level for years two and three. The committee also recommends the City contract with Vision Quest for design and implementation of a new website.

FISCAL IMPACT

Information Technology Services were previously provided by staff and are now being handled via contracted services with the same allocation. The proposed contract will solidify the relationship with the consultant and allow staff to move forward with much needed upgrades. The all-inclusive managed service plan will allow the City to purchase a new server and desktop computers as well as equipment to streamline the City’s IT infrastructure without incurring costs for installation of the equipment. The proposed upgrades will be included in the upcoming budget discussions.

Attachment:

1. Resolution 25 -2018
2. IT Services Analysis
3. Proposals
4. Contract and Scope of Services

City of Colfax

City Council

Resolution № 25-2018

AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH VISION QUEST INFORMATION SOLUTIONS INC FOR INFORMATION TECHNOLOGY SERVICES FOR A ONE YEAR TERM WITH AN OPTION TO EVALUATE SERVICE LEVELS FOR YEARS TWO AND THREE

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, demonstrates the best value when compared to proposals from two other businesses, and the Information Technology Ad Hoc Committee recommends continuing services from Vision Quest; and,

WHEREAS, staff has solicited three bids for website design and the Information Technology Ad Hoc Committee 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, 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 11th day of April 2018 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

AVERAGE HOURS	Invoiced Amount	Hours of Labor
August	2745.5	Start up costs and recovery
September	2109.75	19
October	1153.5	12
November	1016	11
December	493.5	5
January	713.5	8
February	1036.19	11
March	1621	17
AVERAGE HOURS		11

IT SERVICE PROPOSALS

	PC Solutions	Doctor PC	Vision Quest
Initial Setup Costs	?	?	Done
Managed Services - Unlimited call-out	N/A	\$1,346	\$1,494
Plan 1 - 6 hours onsite/ 1 hour phone	N/A	\$576	\$630
Plan 2 - 4 hours onsite/ 1 hour phone	N/A	\$408	\$440
PC Solutions 4 hours/month	\$380		
Site Visit	\$95/hour+\$15 travel	\$96-\$102/hour	\$105-\$110/hour
Remote Fix	\$75 + tax		

If the City continues services as is at an average of **11 hours/month**, monthly costs would be:

\$1,080.00	\$1,056.00	\$1,155.00
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Annual at 11 hours/month	\$12,960.00	\$12,672.00	\$13,860.00
Annual Managed Services Quotes	NA	\$16,152.00	\$17,928.00

ESTIMATED LABOR NEEDED FOR UPGRADING (Not including equipment purchases)

at \$100/hour

Website Hosting	\$600.00 *
Server Replacement	\$2,500.00 *
3 New Computers	\$900.00 *
New Hard Drive Migration	\$150.00 *
PoE Switch	\$400.00 *
New Router	\$1,100.00 *
VPN	\$1,300.00 *
	\$6,950.00 *

*included in Vision Quest Managed Service Plan

WEBSITE QUOTES

	PC Solutions	Doctor PC	Vision Quest	Municode
Design		\$2,975	\$3,200	\$4,000
Monthly support		5 hr/month \$275	6hr/month \$300*	
Additional support		\$55/hour	\$50/hour*	\$125
Hosting		?	6 months free/ \$99/month*	\$1500/year
ADA Compliance		?	yes	yes
Flexibility		yes	yes	no

*included in Vision Quest Managed Service Plan

Doctor PC

Maintenance & Support

Preliminary Proposal

For

City of Colfax

By

Pedro Pires

Doctor PC

Email: support@doctorpc-ca.com

Website: www.doctorpc-ca.com

Phone: (530) 885-2076

Tuesday, March 27, 2018

Services Proposal

Doctor PC

Maintenance & Support

Proposal

- Managed Services
- Service Plans

Proposed Equipment:

- 10 Workstations
- 1 Server
- 1 Router/Firewall
- 2 Switches managed/non managed

Options

Managed Services;

Doctor PC agrees to provide support related to computer hardware, software, network configuration, windows operating systems and networks, database development and programming. Work include: repair and maintenance, upgrades, patch management, backup, data recovery and Server maintenance. Such work will be done on behalf of Client and will be performed at a location or locations to be determined by Doctor PC.

Work may be performed at the client's site or remotely, at Doctor PC's discretion.

Client is responsible for the cost of all hardware, software, licenses, accessories, and related costs for repair or replacement of hardware not covered under warranty;
Managed Services agreement is a contract for 12 months and renewable on month to month thereafter.

Doctor PC MSA Plan month cost: \$1,346

Doctor PC

Maintenance & Support

Services Plans:

Discount Service Plans ***

Doctor PC	Plan 15	Plan 20
Scheduled monthly visit	<i>Included</i>	<i>Included</i>
24/7 Remote Monitoring**	Included	Included
Remote or Onsite Support*	4hours	6hours
Telephone Support*	1 hour	1 hour
Additional Time	\$102	\$96
Plan cost	\$408/month	\$576/month

*: Time does not carry over under any plan

**: RMM include patches updates and Antivirus Protection

*** Server maintenance or Network equipment are not include under these plans.

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

Quote

PC SOLUTIONS OF AUBURN

1249 Grass Valley Hwy.
Auburn, CA 95603

Date	Quote #
4/2/2018	5062

Name / Address
City of Colfax P.O. Box 702 Colfax, CA 95713 530-346-2313 off 530.346.6214 fax

Rep	Project
SR	

Description	Qty	Total
<p>Monthly Quote Estimate for the city of Colfax.</p> <p>A Server and 10 workstations that have been in use for several years are in need of security and regular maintenance. Typically a smaller office / Sever environment needs 4 to 8 hours of service time in a 30 day period. It is hard to know how much time will be needed until proper assessment and regular use of systems are evaluated and just see how day to day functions take place as we get a process put into place.</p> <p>On Site Service Call, Hourly Rate: Request out to office in need to correct network or system errors and any needed updates installed also to keep systems functioning correctly.</p> <p>Remote control of workstation during normal business hours, to fix smaller system problems. Hour Rate.</p> <p>Travel Charge to Colfax, one way</p> <p>If additional time is needed during any month we can just bill for those hours. If Colfax wants to do a regular 4 hr per month maintenance block of time, this would be at \$ 380.00. Then we will just schedule time per month to just come and fix, update etc. PC Solutions can be flexible.</p> <p>At first we do recommend some time setup to come and do a full evaluation of all systems and make any needed corrections to get all of network clean and consistent.</p> <p>2017 Sales Tax</p>		<p>95.00</p> <p>75.00T</p> <p>15.00</p> <p>5.44</p>
Total		\$190.44

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

Doctor PC

Maintenance & Support

Proposal:
City of Colfax Website
Created on March 27, 2018

Website Proposal

Doctor PC

Maintenance & Support

Summary:

The City of Colfax would like an effective, modern website presence to represent the numerous departments, organizations, and activities that the City provides.

Objectives:

Placer Marketing will provide the City of Colfax with a responsive, modern website redesign that gives visitors an engaging web experience, educates them on the various activities in Colfax, and provides ease of access to contact departments.

Website Redesign Includes:

- Modern, device-responsive design that creates a memorable, engaging user experience
- Unlimited pages to ensure effective, efficient organization of content
- On-site SEO to maximize reach and visibility on search engines
- Implementation of event calendar, announcements, and other ongoing informative functions
- Social media integration to encourage users to share and connect with the various social channels used by the City of Colfax
- Email marketing integration to grow email list and better inform citizens of upcoming events and activities

Extra Items Included:

- 4 hour photography session to provide unique, proprietary imagery for use on website (includes aerial photography)
- 2 minute promotional video for the City of Colfax for use on website (also able to upload and optimize on YouTube)

Ongoing Maintenance:

- Defendant on needs and requirements of the City of Colfax
Optional maintenance package may include site updates, backup etc.

Price range \$125 to maximum \$425

Doctor PC

Maintenance & Support

Monthly Support:

Monthly support includes website design changes, content updates, maintenance, graphic design re-work or additional material for social media, SEO support and ongoing consulting,

Monthly support cost: 5hr/month \$55/hour

Investment:

- Website Design = **\$2,975**

Timeframe:

The full website redesign will be completed within 30 days of the accepted proposal, providing responsive communication and delivery of required content for progressing the Design

Please note that Doctor PC is available to discuss any details this proposal and tailored our service according to your needs.

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

Created on
Jan 26th, 2018

Website Proposal

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 12th day of April, 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 a year 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

Attachment A
Scope of Services

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

Attachment B
Scope of Services

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
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- 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.

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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

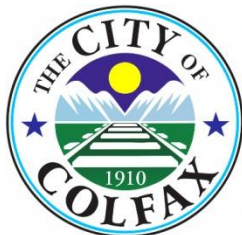
\$68/hr

4hr/mo Contract

\$60/hr

6hr/mo Contract

\$50/hr



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 11, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: March 9, 2018
SUBJECT: Schedule of Activities for Collecting Delinquent Sewer and Garbage Charges on Annual Tax Rolls

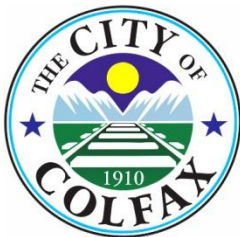
<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$	FROM FUND:
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RECOMMENDED ACTION: Information Only

Annually, the City collects delinquent sewer and garbage (on behalf of the Franchisee) charges which have accrued, together with the interest thereon, on the Placer County tax roll in the same manner and at the same time as general property tax.

Staff has initiated the process for FY2017-2018 collection and is providing the schedule of activities for Council information.

City of Colfax - 2017-2018 Auditor Direct Charges			
Schedule of Activities for Placing Delinquent Sewer and Garbage Charges on Annual Tax Rolls			
Compile delinquent report - City Sewer	City	5/4/2018	All accounts > 60 days past due
Compile delinquent report - Recology Garbage	Recology	5/4/2018	Recology submits delinquent list to City
Recology submits draft delinquent letter to City for review	Recology	5/4/2018	
City send Delinquent Letter to affected property owners	City	5/11/2018	Same letter as last year - Describes processing and hearing date
Recology send Delinquent Letter to affected property owners	Recology	5/11/2018	Same letter as last year - Describes processing and hearing date
Public Hearing Notice - Auburn Journal	City	5/24/2018	Must be noticed for two consecutive weeks - same notice as last year. Needs to be to newspaper by 05/16/18
Public Hearing Notice - Auburn Journal	City	5/31/2018	Must be noticed for two consecutive weeks - same notice as last year
Hold Public Hearing - Sewer and Garbage combined hearing	City	6/27/2018	Regularly scheduled Council Meeting
Resolutions to place delinquents on Tax Rolls	City	6/27/2018	Council confirms sewer and garbage reports and placing liens
Submit Unsecured amounts to County	City	6/28/2018	Estimated date - Required date to be provided by County
Submit Secured amounts to County	City	7/20/2018	Estimated date - Required date to be provided by County



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 11, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Dane Schilling, City Engineer
DATE: April 4, 2018
SUBJECT: Amendment to Engineering Design Services Contract for S. Auburn Street and I-80 Roundabout Project.

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$18,200 less \$5,200 (reimbursable)	FROM FUND: 385
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RECOMMENDED ACTION: Adopt Resolution 26-2018 authorizing the City Manager to execute Amendment No.1 to the Consultant Services Agreement between the City of Colfax and Omni-Means, a GHD Company, for the S. Auburn Street and I-80 Roundabout Project.

BACKGROUND AND DISCUSSION:

On November 9, 2017, the City Council authorized the City Manager to enter into an agreement with Omni-Means, a GHD Company, for design of the S. Auburn St. & I-80 Roundabout Project (“Project”). The scope of services includes preliminary design, final design (plans, specifications and estimates), right-of-way services, utility coordination services, coordination with Caltrans, and bid support services.

The federal funding sources for the project require that the City submit a preliminary environmental study (PES) in accordance with the National Environmental Protection Act (NEPA). The PES is a summary of anticipated studies, reports and monitoring programs that comply with NEPA. Omni-Means submitted a PES for the project to Caltrans on the City’s behalf and Caltrans determined that the project requires two additional studies to evaluate potential historical resources and to rule out the potential presence of hazardous waste in the project area. These additional studies were not included in Omni-Means’ original scope of work so the City requested that Omni-Means provide the attached scope of work and fee proposal for the additional services.

In addition, during the design phase, the Consultant identified the need to relocate existing Placer County Water Agency (PCWA) water facilities due to location the proposed roundabout improvements. On February 15, 2018, staff met with representatives from PCWA to discuss relocation of existing water facilities and it was agreed that the City would relocate waterlines in S. Auburn Street within the project area. Based on previous agreements and discussions, PCWA staff indicated that PCWA would reimburse the City for all engineering design and construction costs associated with relocation of PCWA facilities. Staff anticipates coming to City Council in the

coming months for authorization to enter into a reimbursement agreement with PCWA for the relocation work.

FISCAL IMPACT:

The proposed amendment to the agreement with Omni-Means is in an amount not to exceed \$18,200, increasing their total not to exceed amount to \$344,234. It should be noted, \$5,200 of the amendment amount is for design services for relocating PCWA facilities and will be reimbursed by PCWA upon completion of the project. The current budget includes \$472,294 for the design of the Project.

ATTACHMENTS:

1. Resolution 26-2018
2. Contract Amendment and Scope of Work

City of Colfax

City Council

Resolution № 26-2018

AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT № 1 TO THE CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF COLFAX AND OMNI-MEANS, A GHD COMPANY, FOR THE S. AUBURN STREET AND I-80 ROUNDABOUT PROJECT

WHEREAS, the City of Colfax adopted Resolution 51-2017 authorizing the City Manager to enter into a Consultant Services Agreement with Omni-Means for preliminary design, final design (plans, specifications and estimates), right-of-way services, utility coordination services, Caltrans coordination services, and bid support services for the S. Auburn Street and I-80 Roundabout Project (“Project”) in the amount of \$326,034; and

WHEREAS, Caltrans has determined the City of Colfax is required to perform additional environmental services for the Project; and,

WHEREAS, the Placer County Water Agency (PCWA) and the City have determined: PCWA water facilities within the Project area should be relocated with the understanding PCWA agrees to reimburse the City for the design costs (estimated at \$5,200) and construction costs of the proposed relocation; and

WHEREAS, neither the required additional environmental studies nor the design for relocation of PCWA water facilities were included in the original scope of services for Omni-Means for this project; and

WHEREAS, Omni-Means has provided a scope and fee to the City for the additional services in the amount of \$18,200.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Colfax authorizes the City Manager to execute Amendment № 1 to the Consultant Services Agreement between the City of Colfax and Omni-Means, A GHD Company, in the form attached, for additional environmental studies and design services to relocate PCWA water facilities in an amount not to exceed \$18,200 for a total revised contract amount of \$344,234.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 11th day of April, 2018 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

AMENDMENT Nº 1 TO CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF COLFAX AND OMNI-MEANS, A GHD COMPANY, FOR THE S. AUBURN STREET AND I-80 ROUNDABOUT PROJECT

This Amendment Nº 1 to the Consultant Services Agreement ("Amendment Nº 1") dated April 11, 2018 is entered into by and between the City of Colfax ("City") and Omni-Means, A GHD Company ("Consultant").

City and Consultant entered into that certain Consultant Services Agreement dated November 9, 2017 ("Agreement"), whereby Consultant agreed to provide those services specified in the exhibits of the Agreement.

City and Consultant now desire to amend the Agreement to include additional environmental and design phase services for the South Auburn Street and I-80 Roundabout Project. The specific scope of additional services is provided as Exhibit A.

City and Consultant now desire to amend the Agreement to include additional compensation in the amount of \$18,200 for a total not-to-exceed amount of \$344,234.

Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

CITY OF COLFAX

OMNI-MEANS, A
GHD COMPANY

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

Exhibit A – Scope of Work

Supplemental Scope of Services

South Auburn Street and Interstate 80 Roundabout Project

City of Colfax

March 23, 2018

Since entering into the Agreement for Contract Services with the City of Colfax (City) for Engineering Design Services for the South Auburn Street and Interstate 80 Roundabout Project (Project), additional services have been identified. These additional services include:

- Preparation of a Historical Resources Property Report as requested by Caltrans to support the environmental document;
- Preparation of an Initial Site Assessment Report as requested by Caltrans;
- Design of a relocated PCWA waterline not originally anticipated or included in the original design scope of work.

These additional services are further described below.

Task 4 – Environmental Services

The Task 4 Environmental Services is amended to read as follows. These additional tasks will be performed by our subconsultants De Novo Planning Group and WRECO, and include oversight budget for CONSULTANT.

Task 4.4 Prepare an Historical Resources Property Report (HPSR)

Peak and Associates, who is a qualified firm that specializes in Cultural Resources, will prepare the HPSR under direction from De Novo Planning Group. A copy of the Area of Potential Effect (APE) is required, which we anticipate will be prepared by the Project Engineer. We anticipate that after we are provided the APE, the boundary will not change. With a draft APE established for initiation of the research, the project will involve the following tasks:

1. Record search through the North Central Information Center for the Area of Potential Effect (APE) and a one-half mile radius. This will provide information on resources and surveys in the project vicinity.
2. A check will be made of the sacred lands files through the Native American Heritage Commission (NAHC). The NAHC will also provide a list of Placer County groups and individuals who may have knowledge regarding cultural resources within or near the APE. Letters will be sent to these individuals and groups asking for information on known resources or concerns after completion of field survey or prepared for Caltrans signature to send to groups.

Note: From our experience in the area we anticipate the United Auburn Indian Community (UAIC) will likely request Native American consultation. We have done consultation with this organization via phone in the past and would anticipate the same

for this project. We have not budgeted for in-person meetings but can provide this additional service for time and materials.

3. A letter will also be prepared requesting the concerns of the Colfax Area Historical Society regarding the project.
4. Conduct a field survey of the APE, using complete coverage. Any sites within the APE will be recorded.
5. The Archaeological Survey Report (ASR) will be prepared following the Caltrans guidelines on their website. Required maps will be prepared for inclusion in the document.
6. The Historic Properties Survey Report (HPSR) will then be prepared using the latest version of the form and following their guidance manual. An electronic draft of this document will be submitted with the draft ASR and all supportive documentation to the client for transmittal to Caltrans.
7. After Caltrans review, we will make any corrections requested, and resubmit the second draft.
8. If the second draft is approved by and signed by Caltrans, we will submit a final electronic document to the client, for final transmittal to Caltrans.

Deliverables: One (1) electronic copy of the Admin Draft HPSR. One (1) electronic copy of the Second Admin Draft HPSR. One (1) electronic copy of the final HPSR.

Task 4.4 Proposed Fee: \$7,500

Task 4.5 Initial Site Assessment (ISA)

WRECO General Scope of Work

For the South Auburn Street and Interstate 80 Roundabout Project (Project), WRECO will be responsible for providing the Initial Site Assessment Report and aerially deposited lead (ADL) Study. A preliminary review of the State Water Resources Control Boards Geotracker Database, and the Department of Toxic Substances Control's Envirostor Database reveals a low likelihood of shallow soil or groundwater hazards at the site likely to be encountered during the project other than ADL.

Task 4.5A Initial Site Assessment

WRECO will review available data provided by the Project Team, City, and other sources, including previous studies, federal and state databases for a range of 1 mile of the Project site pursuant to ASTM Standard E1527-13 and Caltrans Standard Environmental Reference Chapter 10. WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

WRECO will perform an Initial Site Assessment (ISA) and summarize the results in a technical memorandum. WRECO will incorporate the comments received on the draft technical memorandum and prepare the final technical memorandum. The memorandum will comply with Caltrans and CEQA/NEPA requirements.

Deliverables: One (1) electronic copy of Draft Initial Site Assessment Report. One (1) electronic copy of Final Initial Site Assessment Report.

Task 4.5A Proposed Fee: \$5,500

Assumptions:

- The ISA will confirm that there is no need for an ADL or a Lead Paint study.
- There are no structures to be removed which have the potential to contain lead paint, asbestos, or universal waste.

Task 7 – Design Phase & Preparation of Bid Documents

Task 7.2.2 70% PS&E

The following will be added to this task.

Preparation of Plan and Profile sheet for the relocation of the PCWA waterline, which will include meetings with PCWA in Auburn and additional coordination with PCWA for their approval of the design.

Proposed Fee: \$5,200

Total Proposed Additional Fee: \$18,200

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STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 11, 2018 REGULAR COUNCIL MEETING

FROM Wes Heathcock, City Manager
PREPARED BY: Alfred A. "Mick" Cabral, City Attorney
SUBJECT: Access Easement to 29 & 45 East Grass Valley Street (Ann Wendell)

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Discuss and consider adopting Resolution No.27-2018 authorizing the City Manager to execute and deliver a grant of nonexclusive access easement to Ann Wendell

ISSUE STATEMENT AND DISCUSSION:

Ann Wendell owns two parcels of real property in Colfax: 29 East Grass Valley Street (Placer County APN 006-071-005) and 45 East Grass Valley Street (Placer County APN 006-071-005). Although the addresses are on Grass Valley Street, neither parcel fronts on nor has direct access to East Grass Valley Street. A copy of Assessor’s Map Book 6, Page 7 is attached. Ms. Wendell’s parcels are outlined in red.

The City of Colfax owns a small triangular parcel, Placer County APN 006-071-009, that fronts on East Grass Valley Street and adjoins Ms. Wendell’s property at 29 East Grass Valley Street. The City’s parcel is highlighted yellow on the attached Assessor’s map. Both parcels are also superimposed on the attached aerial photograph.

Ms. Wendell offered to purchase the City’s parcel for \$1,500 so she could secure access to her property from East Grass Valley Street. City staff is not willing to recommend selling the property, but it is willing to recommend granting her a nonexclusive easement.

The proposed easement grants Ms. Wendell the right to use the City’s property for ingress to and egress from her property that is currently being utilized as the driveway access for the aforementioned addresses. It is “nonexclusive”, so the City can continue to use the easement area for purposes not inconsistent with Ms. Wendell’s use. The City can also grant easements or user rights to other individuals or entities so long as they do not interfere with Ms. Wendell’s rights. The easement requires Ms. Wendell to maintain the easement area, precludes her from building any structures on it, and obliges her to defend and indemnify the City from claims that arise from her use or use by others with her permission.

Staff will be available to answer any questions or provide additional information.

FINANCIAL AND/OR POLICY IMPLICATIONS:

Ms. Wendell was required to reimburse the City \$832.50, which represents the legal fees and costs incurred in researching and evaluating the request, and preparing the easement and related documents.

ATTACHMENTS:

1. Assessor’s Map and Aerial Photograph
2. Resolution 27-2018

**City of Colfax
City Council**

Resolution № 27-2018

**AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER A
GRANT OF NONEXCLUSIVE EASEMENT TO ANN WENDELL**

WHEREAS, Ann Wendell owns the real property in the City of Colfax commonly known and described as 29 East Grass Valley Street (Placer County, California APN 006-071-005) and 45 East Grass Valley Street (Placer County, California APN 006-071-006) (the “Wendell Parcels”); and

WHEREAS, the City of Colfax owns Placer County, California Assessor’s Parcel Number 006-071-009 within the City (the “City Parcel”); and

WHEREAS, Ann Wendell desires to acquire a nonexclusive easement over the City Parcel to access the Wendell Parcels on the terms and conditions of the Grant of Nonexclusive Easement attached to this Resolution; and

WHEREAS, the City is willing to grant Ann Wendell a nonexclusive easement over the City Parcel to access the Wendell Parcels on the terms and conditions of the Grant of Nonexclusive Easement attached to this Resolution.

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

- 1) The foregoing recitals are true and correct statements of fact and are incorporated into this Resolution.
- 2) The City Manager is hereby authorized to execute on behalf of and in the name of the City, and to cause to be recorded and delivered, a Grant of Nonexclusive Easement in the form attached to this Resolution.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 11th day of April 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Will Stockwin, Mayor

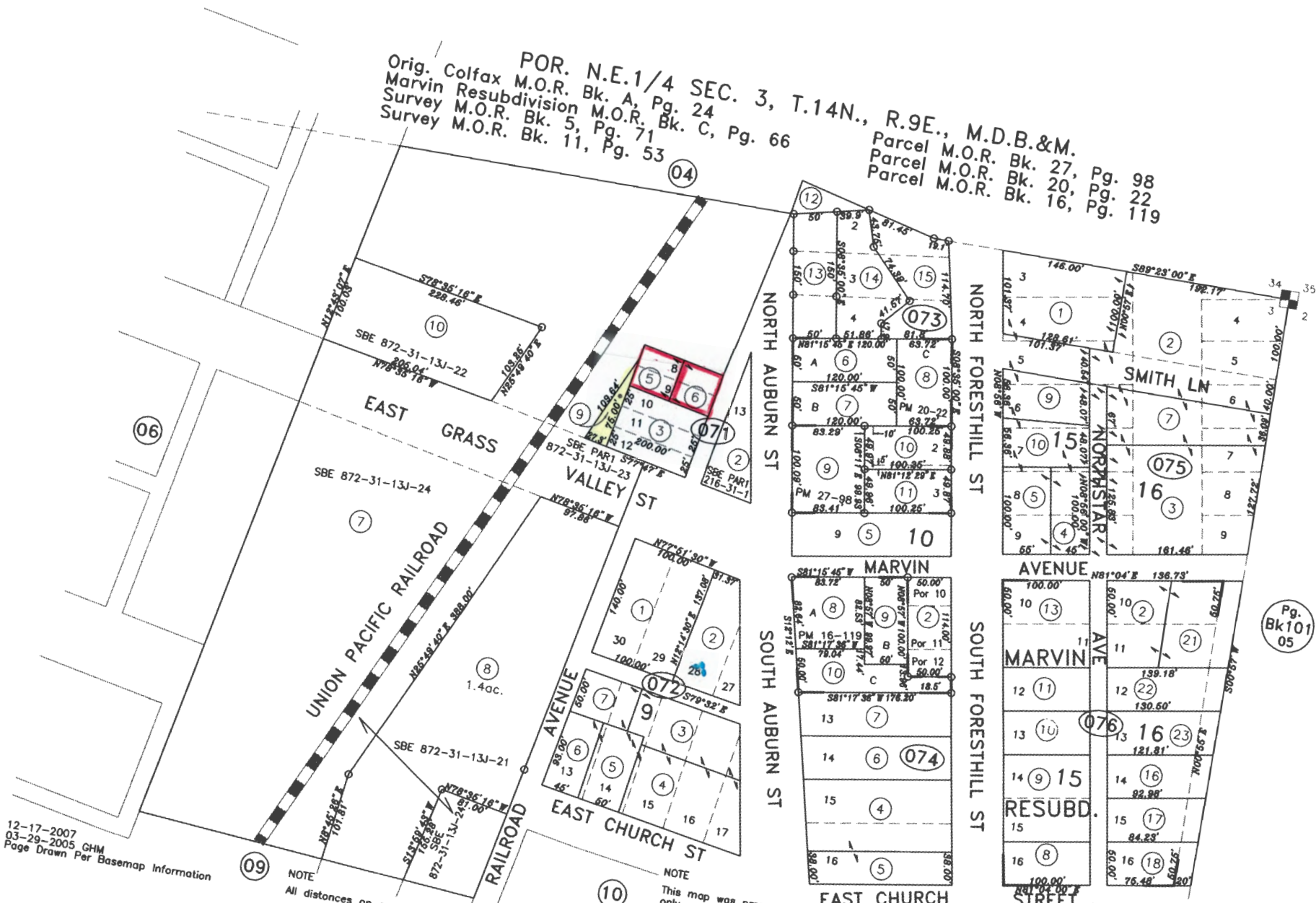
ATTEST:

Lorraine Cassidy, City Clerk

Orig. Colfax M.O.R. N.E.1/4 SEC. 3, T.14N., R.9E., M.D.B.&M.
Marvin Resubdivision M.O.R. Bk. A, Pg. 24
Survey M.O.R. Bk. 5, Pg. 71
Survey M.O.R. Bk. 11, Pg. 53

Parcel M.O.R. Bk. 27, Pg. 98
Parcel M.O.R. Bk. 20, Pg. 22
Parcel M.O.R. Bk. 16, Pg. 119

6-07



Pg. 05
Bk 101

12-17-2007
03-29-2005 GHM
Page Drawn Per Basemap Information

NOTE
All distances on curved lines are chord measurements.

NOTE
This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

City of Colfax
Assessor's Map Bk.6 Pg.07
County of Placer, Calif.

NOTE
Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.



FOR DEMONSTRATION PURPOSES ONLY

June 9, 2014