



GRASS VALLEY

City Council Regular Meeting, Capital Improvements Authority and Redevelopment "Successor Agency"

Tuesday, November 26, 2024 at 6:00 PM

Council Chambers, Grass Valley City Hall | 125 East Main Street, Grass Valley, California

Telephone: (530) 274-4310 - Fax: (530) 274-4399

E-Mail: info@cityofgrassvalley.com

Web Site: www.cityofgrassvalley.com

AGENDA

Any person with a disability who requires accommodations to participate in this meeting should telephone the City Clerk's office at (530)274-4390, at least 48 hours prior to the meeting to make a request for a disability related modification or accommodation.

**Mayor Jan Arbuckle, Vice Mayor Hilary Hodge, Councilmember Bob Branstrom,
Councilmember Haven Caravelli, Councilmember Tom Ivy**

MEETING NOTICE

City Council welcomes you to attend the meetings electronically or in person at the City Hall Council Chambers, located at 125 E. Main St., Grass Valley, CA 95945. Regular Meetings are scheduled at 6:00 p.m. on the 2nd and 4th Tuesday of each month. Your interest is encouraged and appreciated.

This meeting is being broadcast "live" on Comcast Channel 17 by Nevada County Media, on the internet at www.cityofgrassvalley.com, or on the City of Grass Valley YouTube channel at <https://www.youtube.com/@cityofgrassvalley.com>

Members of the public are encouraged to submit public comments via voicemail at (530) 274-4390 and email to public@cityofgrassvalley.com. Comments will be reviewed and distributed before the meeting if received by 5pm. Comments received after that will be addressed during the item and/or at the end of the meeting. Council will have the option to modify their action on items based on comments received. Action may be taken on any agenda item.

Agenda materials, staff reports, and background information related to regular agenda items are available on the City's website: www.cityofgrassvalley.com. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Grass Valley website at www.cityofgrassvalley.com, subject to City staff's ability to post the documents before the meeting.

Please note, individuals who disrupt, disturb, impede, or render infeasible the orderly conduct of a meeting will receive one warning that, if they do not cease such behavior, they may be removed from the meeting. The chair has authority to order individuals removed if they do not cease their disruptive behavior following this warning. No warning is required before an individual is removed if that individual engages in a use of force or makes a true threat of force. (Gov. Code, § 54957.95.)

Council Chambers are wheelchair accessible and listening devices are available. Other special accommodations may be requested to the City Clerk 72 hours in advance of the meeting by calling (530) 274-4390, we are happy to accommodate.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA APPROVAL - *The City Council reserves the right to hear items in a different order to accomplish business in the most efficient manner.*

REPORT OUT OF CLOSED SESSION

INTRODUCTIONS AND PRESENTATIONS

1. Wreaths Across America Proclamation

PUBLIC COMMENT - *Members of the public are encouraged to submit public comments via voicemail at (530) 274-4390 and email to public@cityofgrassvalley.com. Comments will be reviewed and distributed before the meeting if received by 5pm. Comments received after 5pm will be addressed during the item and/or at the end of the meeting. Council will have the option to modify their action on items based on comments received. Action may be taken on any agenda item. There is a time limitation of three minutes per person for all emailed, voicemail, or in person comments, and only one type of public comment per person. Speaker cards are assigned for public comments that are on any items not on the agenda, and within the jurisdiction or interest of the City. Speaker Cards can be pulled until the opening of public comment at which time sign ups will no longer be allowed. These cards can be found at the City Clerks desk. If you wish to speak regarding a scheduled agenda item, please come to the podium when the item is announced. When recognized, please begin by providing your name and address for the record (optional). Thirty minutes of public comment will be heard under this item in order of the speaker card assigned and the remaining general public comments will be heard at the end of the meeting. We will begin with number one.*

CONSENT ITEMS -*All matters listed under the Consent Calendar are to be considered routine by the City Council and/or Grass Valley Redevelopment Agency and will be enacted by one motion in the form listed. There will be no separate discussion of these items unless, before the City Council and/or Grass Valley Redevelopment Agency votes on the motion to adopt, members of the Council and/or Agency, staff or the public request specific items to be removed from the Consent Calendar for separate discussion and action but Council action is required to do so (roll call vote). Unless the Council removes an item from the Consent Calendar for separate discussion, public comments are invited as to the consent calendar as a whole and limited to three minutes per person.*

2. Approval of the Regular Meeting Minutes of November 12, 2024.

Recommendation: Council approve minutes as submitted.

3. Close City Hall to the Public the week of 12/23-12/27

CEQA: Not a project

Recommendation: That Council approves the motion to close the City Hall office to the public during the week of Christmas (12/23-12/27) and resume normal operating hours on Monday, December 30th, to allow for flexible staff schedules during this period.

4. A Resolution Adopting Rosenberg’s Rules of Order (2011)

CEQA: Not a project

Recommendation: That Council adopt Resolution 2024-81 to establish simplified rules of procedure for meetings of the Council, committees, boards, and commissions of the City.

5. Electronic and Digital Signature Policy

CEQA: Not a project

Recommendation: The Council should adopt Resolution 2024-82, establishing a policy authorizing the execution of the city documents under the Uniform Electronic Transactions Act (UETA) to allow the city to balance flexibility with the need for signature security and integrity.

6. Staffing allocation and job description adoption

CEQA: Not a project

Recommendation: That the Council: (1) adopt the attached job descriptions and associated salary schedules; (2) authorize the filling of job classes as presented; and (3) direct the Finance Director to make necessary budget adjustments.

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION OR SEPARATE ACTION AND / OR ANY ADDED AGENDA ITEMS

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

7. Amendments to the Waste Management Franchise Agreement tied to state-mandated implementation of SB 1383, AB 341, and AB 1826 (Recycling and Organic Waste programs)

CEQA: Not a project.

Recommendation: That Council adopt a resolution amending agreement between the City of Grass Valley and Waste Management for solid waste collection.

8. Fee schedule amendment for solid waste collection rates for services provided by Waste Management.

CEQA: Not a project.

Recommendation: That Council 1) hold a public hearing, 2) consider public testimony and a tabulation of protest, and 3) adopt a resolution amending solid waste collection rates for the agreement between the City of Grass Valley and Waste Management.

ADMINISTRATIVE

9. E Daniels Park Potential Partnership with the Nevada County Library

CEQA: Not a Project

Recommendation: That Council 1) consider the concept of a partnership with the Nevada County Library for upgrading and using E. Daniels Park; and 2) authorize the City Manager to negotiate an agreement with the Nevada County Library for the use of E. Daniels, subject to City Council approval at a later date.

BRIEF REPORTS BY COUNCIL MEMBERS

CONTINUATION OF PUBLIC COMMENT

ADJOURN

POSTING NOTICE

This is to certify that the above notice of a meeting of The City Council, scheduled for Tuesday, November 26, 2024 at 6:00 PM was posted at city hall, easily accessible to the public, as of 5:00 p.m. Thursday, November 21, 2024.

Taylor Whittingslow, City Clerk



PROCLAMATION
NATIONAL WREATHS ACROSS AMERICA DAY
DECEMBER 14TH, 2024

Whereas, each December on National Wreaths Across America Day, their mission to Remember, Honor and Teach is carried out by coordinating wreath-laying ceremonies at Arlington National Cemetery, as well as at more than 2,500 additional locations in all 50 U.S. states, at sea and abroad.

Whereas, from the Revolutionary War to present day conflicts, veterans are devoted sons and daughters, fathers and mothers, sisters, and brothers. They come from all backgrounds in life to place those lives on the line for our freedoms. There are millions of individual stories to tell.

Whereas, Wreaths Across America’s mission touches the lives of thousands of schools, scout, civic and religious groups across the country through fundraising for wreath sponsorships. These groups help to ensure that they reach their goal to place a wreath on each hero’s grave. In return, they receive fundraising dollars that assist in furthering their own goals and projects.

Whereas, in many homes, there is an empty seat for one who is serving or one who made the ultimate sacrifice for our country. There is no better time to express our appreciation than during the hustle and bustle of the holiday season. We hope you will join them at any of their more than 2,500 participating locations to show our veterans and their families that we will not forget. We will never forget.

Whereas, Wreaths Across America will be having a ceremony in Grass Valley on Saturday, December 14th, 2024, at Saint Patrick’s Cemetery at 12:00 pm. Wreaths will be placed immediately following the ceremony.

NOW, THEREFORE, the City Council of the City of Grass Valley, so hereby proclaims December 14th, 2024, as National Wreaths across America Day.

Dated this 28th day of November 2023

Jan Arbuckle, Mayor

Hilary Hodge, Vice Mayor

Bob Branstrom, Council Member

Haven Caravelli, Council Member

Tom Ivy, Council Member



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MINUTES

CALL TO ORDER

The meeting was called to order at 6:02 pm.

PLEDGE OF ALLEGIANCE

Vice Mayor Hodge led the pledge of allegiance.

ROLL CALL

PRESENT

- Councilmember Bob Branstrom
- Councilmember Haven Caravelli
- Councilmember Tom Ivy
- Vice Mayor Hilary Hodge

ABSENT

- Mayor Jan Arbuckle

AGENDA APPROVAL -

Staff requests that item #7 (Nevada County Multi-Jurisdictional All Hazard Pre-Disaster Mitigation Plan) and Item #9 (Loma Rica Ranch—Accept Open Space Dedication)) be removed from the agenda for discussion at a later date.

Motion to approve agenda with noted changes by Councilmember Caravelli, Seconded by Councilmember Branstrom.

Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge

REPORT OUT OF CLOSED SESSION

Nothing to report.

INTRODUCTIONS AND PRESENTATIONS

1. 2024 Nevada County Toy Run Proclamation
2. November 2024 National Hospice and Palliative Care Month Proclamation

3. Selected for awarding of an Active Transportation Program Grant for Wolf Creek Trail.

PUBLIC COMMENT -

In-person public comment: Speakers 1 thru 4

CONSENT ITEMS -

Tim Kiser, City Manager, announced that on item #12 (Community Risk Reduction Manager Job Description), the Measure B Oversight Committee approved the expenditure change from contracted work to hiring the agenized position.

A motion was made to approve consent for the removal of items #7 and #9 by Councilmember Branstrom, seconded by Councilmember Caravelli.

Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge

4. Approval of the Regular Meeting Minutes of October 22, 2024

Recommendation: Council approve minutes as submitted.

5. Contract with California Consulting for Grant Writing Services

CEQA: Not a project

Recommendation: The Council authorizes the City Manager to enter into an agreement with California Consulting for grant writing services in the amount of \$52,800, subject to legal review.

6. Consent to Transfer of Ownership in Springhill Gardens Apartments pursuant to the Loan Agreement with Springhill Gardens Associates, L.P.

CEQA: Not a project

Recommendation: That the Council approve in its capacity as the legislative body of the Successor Agency to the Grass Valley Redevelopment Agency the requested transfer of ownership interest in the Springhill Gardens Apartments Complex pursuant to the Loan Agreement by and between the City of Grass Valley Redevelopment Agency and Springhill Gardens Associates, L.P., dated October 1, 2008.

7. ~~Nevada County Multi-Jurisdictional All Hazard Pre-Disaster Mitigation Plan~~

~~**CEQA:** Not a project as defined by the Public Resources Code section 21065 and CEQA Guidelines sections 15060 and 15378.~~

~~**Recommendation:** That Council adopt Resolution 2024-78 to adopt and approve the Nevada County Multi-Jurisdictional All Hazard Pre-Disaster Mitigation Plan~~

8. Loma Rica Ranch Subdivision - Approve Final Maps

CEQA: N/A - Not A Project/ Administrative Action

Recommendation: That Council 1) approve the Final Maps 18PLN-45 for the Loma Rica Ranch Subdivision, Phase 1, Phase 2, and Phase 3; 2) approve Resolution 2024-77, accepting all the dedications of real property for public purposes and public utility easements; and 3) authorize the Mayor to execute a Subdivision Improvement Agreement, subject to legal review.

9. ~~Loma Rica Ranch – Accept Open Space Dedication~~

~~**CEQA:** Exempt – Not a Project~~

~~**Recommendation:** That Council 1) accept a Grant Of Open Space Land (“Agreement”) across portions of the Loma Rica Ranch property, 2) authorize the City Manager to execute the Agreement, subject to legal review, and 3) authorize the City Clerk to sign the Certificate of Acceptance for the grant deed.~~

10. Administrative EMS Coordinator

CEQA: Not a project

Recommendation: That Council approve an updated job description for Administrative EMS Coordinator

11. 2025 Annual Measure E Street Rehabilitation Project - Authorization to Bid

CEQA: Categorically Exempt - Section 15301 “Existing Facilities”

Recommendation: That Council 1) approve the findings that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) and 2) authorize the advertisement for bids.

12. Community Risk Reduction Manager

CEQA: Not a Project

Recommendation: That Council 1) review and approve the job description and associated salary schedule for the Community Risk Reduction Manager, subject to legal review; 2) approve adding the Community Risk Reduction Manager to the allotted/authorized City positions; 3) review the proposed agreements (including Appendix A) for the Community Risk Reduction Manager position; 4) authorize the City Manager to execute the Community Risk Reduction Manager agreement subject to legal review; and 5) authorize the Administrative Services Director to make any necessary budget adjustments and/or amendments to complete these actions.

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION OR SEPARATE ACTION AND / OR ANY ADDED AGENDA ITEMS

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

13. Loma Rica Landscaping and Lighting District - Annexation 2024-1

CEQA: N/A - Not A Project/ Administrative Action

Recommendation: That Council 1) conduct a public hearing regarding annexation of the Zone VI Loma Rica Ranch Annexation No 2024-1 into the Residential Landscaping and Lighting District No. 1988-2; and 2) order the City Clerk to tabulate the ballot and provided there is not a majority protest, adopt Resolution 2024-76 ordering annexation of property to Residential Landscaping and Lighting District No. 1988-2, levying assessments for fiscal year 2025-2026 and ordering maintenance services.

[Bjorn Jones, City Engineer, gave overview of the item to the Council.](#)

[No public comments.](#)

Motion made to 1) conduct a public hearing regarding annexation of the Zone VI Loma Rica Ranch Annexation No 2024-1 into the Residential Landscaping and Lighting District No. 1988-2; and 2) order the City Clerk to tabulate the ballot and provided there is not a majority protest, adopt Resolution 2024-76 ordering annexation of property to Residential Landscaping and Lighting District No. 1988-2, levying assessments for fiscal year 2025-2026 and ordering maintenance services by Councilmember Ivy, Seconded by Councilmember Branstrom. Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge

14. PG&E Rule 20A Project - Utility District Formation and Intra County Donation

CEQA: N/A - Not A Project/ Administrative Action

Recommendation: That Council 1) hold a public hearing and consider public feedback on the formation of a new Underground Utility District on La Barr Meadows Road; 2) adopt Resolution 2024-75 establishing the La Barr Meadows Road Underground Utility District; 3) accept an Intra-County donation of \$1.5million in PG&E Rule 20A funds from Nevada County; and 4) authorize the City Manager to sign a Memorandum of Understanding with Nevada County regarding the transfer of Rule 20A funds.

Councilmember Caravelli recused herself because she owns a business in the area.

Bjorn Jones, City Engineer, gave the council an overview of the item.

Public comment: Sherly Osgood & Matthew Coulter

Motion to 1) hold a public hearing and consider public feedback on the formation of a new Underground Utility District on La Barr Meadows Road; 2) adopt Resolution 2024-75 establishing the La Barr Meadows Road Underground Utility District; 3) accept an Intra-County donation of \$1.5million in PG&E Rule 20A funds from Nevada County; and 4) authorize the City Manager to sign a Memorandum of Understanding with Nevada County regarding the transfer of Rule 20A funds made by Councilmember Branstrom, Seconded by Councilmember Ivy.

Voting Yea: Councilmember Branstrom, Councilmember Ivy, Vice Mayor Hodge

15. Update Municipal Code Section 8.16 Fire Control Regulations

CEQA: Not a project

Recommendation: That Council: 1) introduce and adopt urgency ordinance 831 repealing Municipal Code Chapter - 8.16 Fire Control Regulations and replacing with new Municipal Code Chapter 8.16 Fire Control Regulations, waive the full reading and read by title only, 2) introduce ordinance 832 repealing Municipal Code Chapter - 8.16 Fire Control Regulations and replacing with new Municipal Code Chapter 8.16 Fire Control Regulations, waive the full reading and read by title only

Mark Buttron, Fire Chief, updated the council on updating the municipal codes' fire control regulations.

Public Comment: Preston Lindsey

Motion to 1) introduce and adopt urgency ordinance 831 repealing Municipal Code Chapter - 8.16 Fire Control Regulations and replacing with new Municipal Code Chapter 8.16 Fire Control Regulations, waive the full reading and read by title only,

2) introduce ordinance 832 repealing Municipal Code Chapter - 8.16 Fire Control Regulations and replacing with new Municipal Code Chapter 8.16 Fire Control Regulations, waive the full reading and read by title only by Councilmember Branstrom, Seconded by Councilmember Caravelli.

Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge

ADMINISTRATIVE

16. Highway 49 Overpass Transportation Art Project

CEQA: Not a project

Recommendation: That Council 1) direct staff to proceed with the process of a transportation art project application at the proposed site; 2) give feedback on the proposed renders as submitted; 3) solicit public comment on this item as required by the Caltrans Transportation Art process; 4) direct staff to put the renderings and application through the City's mural process.

Councilmember Caravelli recused herself because her business is a donor to the project.

Lieutenant Brian Blakemore and Brian Chamber from the Chamber Project gave a presentation to the council to help explain the efforts involved in the proposed project.

Public Comment: Robin Galvin-Davis, Heather Heckle, & Matthew Coulter

Motion made to 1) direct staff to proceed with the process of a transportation art project application at the proposed site; 2) give feedback on the proposed renders as submitted; 3) solicit public comment on this item as required by the Caltrans Transportation Art process; 4) direct staff to put the renderings and application through the City's mural process by Councilmember Ivy, Seconded by Councilmember Branstrom.

Voting Yea: Councilmember Branstrom, Councilmember Ivy, Vice Mayor Hodge

17. Downtown Parking

CEQA: Not a Project

Recommendation: That Council 1) authorize a contract with Dixon Resources Unlimited for \$22,940.00 for parking consultant services; 2) authorize the City Manager to execute the agreement, subject to legal review; and 3) authorize the Administrative Services Director to transfer funds from the FY 2024/25 contingency to fund the proposed agreement.

Councilmember Caravelli recused herself because she owns a business in the area.

Tim Kiser, City Manager, gave an overview to the council.

Public comment: Robin Galvin Davis, Preston Lindsey, Matthew Coulter

Motion made to 1) authorize a contract with Dixon Resources Unlimited for \$22,940.00 for parking consultant services; 2) authorize the City Manager to execute the agreement, subject to legal review; and 3) authorize the Administrative Services Director to transfer funds from the FY 2024/25 contingency to fund the proposed

agreement by Councilmember Branstrom, Seconded by Councilmember Ivy.
Voting Yea: Councilmember Branstrom, Councilmember Ivy, Vice Mayor Hodge

BRIEF REPORTS BY COUNCIL MEMBERS

Councilmember Caravelli attended a GVDA board meeting, Safe Trick-or-Treat, and met with the Arts Council and ERC board meeting. Councilmember Ivy attended many events downtown and recommended that the City of Grass Valley hear a Cease-Fire Resolution. Councilmember Branstrom attended the Howl-o-ween parade, Yuba Net's 25th anniversary, and the Tree-Lighting Ceremony downtown. Vice Mayor Hodge attended the Howl-o-ween Dog Mob, Safe Trick-or-Treat, and Tree Lighting ceremony and is excited about the upcoming Cornish Christmas.

CONTINUATION OF PUBLIC COMMENT

ADJOURN

The meeting was adjourned at 7:51 pm.

Jan Arbuckle, Mayor

Taylor Whittingslow, City Clerk

Adopted: _____



CITY OF GRASS VALLEY CITY COUNCIL MEETING

11/12/2024

Item # 2.

GENERAL PUBLIC COMMENT SIGN IN SHEET

WELCOME to the City of Grass Valley City Council meeting! Public Comments provide an opportunity for the public to address the City Council on any subject which is not on the agenda but in the jurisdiction of the council. If you wish to speak, please indicate in the appropriate box when you sign in and take the number corresponding to your name. Each individual can have up to 3 minutes of public comment. At the beginning of the meeting, there will be an allotted 30 minutes of general public comments and the remainder of comments will be heard at the end of the agenda. Speakers will be called in order of the numbers given.

When you are recognized by the mayor:

1. Please stand before the podium and give your name and address. (optional)
2. Please limit your comments to three minutes per speaker.
3. If previous speakers have made the same point, you may simply indicate your support or disagreement, unless you have new information.

Thank you for your participation.

#'s	Print Name or N/A	Address (optional)	Self/Business (optional)
1	Shirley		
2	Preston Lindsay		NCCAPP
3	ROBIN GALVAN		EVDA/CHAMBER
4	LIZ Newman		
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			



City of Grass Valley City Council Agenda Action Sheet

Title: Close City Hall to the Public the week of 12/23-12/27

CEQA: Not a project

Recommendation: That Council approves the motion to close the City Hall office to the public during the week of Christmas (12/23-12/27) and resume normal operating hours on Monday, December 30th, to allow for flexible staff schedules during this period.

Prepared by: Taylor Whittingslow, Deputy City Manager

Council Meeting Date: 11/26/2024

Date Prepared: 11/20/2024

Agenda: Consent

Background Information: In 2021, 2022, & 2023, the Council approved for staff closing City Hall the week between Christmas and New Year’s Day. These closures were successful and resulted in no complaints from the public regarding the office being closed. Staff is requesting to close City Hall again for the week of Christmas. The closure would allow City Hall staff to have the option to either continue to work during this period or to have the flexibility to take time off to spend with their families.

Council Goals/Objectives: This item executes portions of work tasks toward achieving/maintaining High Performance Government and Quality Service.

Fiscal Impact: N/A.

Funds Available: N/A

Account #: N/A

Reviewed by: __ City Manager

Attachments:



City of Grass Valley City Council Agenda Action Sheet

Title: A Resolution Adopting Rosenberg’s Rules of Order (2011)

CEQA: Not a project

Recommendation: That Council adopt Resolution 2024-81 to establish simplified rules of procedure for meetings of the Council, committees, boards, and commissions of the City.

Prepared by: Taylor Whittingslow

Council Meeting Date: 11/26/2024

Date Prepared: 11/20/2024

Agenda: Consent

Background Information: The Council has expressed its preference to adopt the rules of order for Council meetings and meetings of all subordinate legislative bodies to ensure meetings are conducted in an orderly, fair, efficient, and democratic manner. The proposed Resolution adopts the 2011 Rosenberg’s Rules of Order, a simplified version of Robert’s Rules of Parliamentary Procedure more suited to bodies with fewer numbers than those for which Robert’s Rules were designed. These rules were drafted by Davis City Attorney (and later Yolo Superior Court Judge) David Rosenberg and are widely adopted by California local governments.

To the knowledge of present staff, the Council has not adopted rules of order. As a result, no clear rule governs the treatment of abstention. So, for example, was the recent vote to urge support for Proposition 36 passed by two “yes” votes, one “no” vote, one abstention, and one absence? After a study, the City Attorney’s office concluded it was, but adoption of Rosenberg’s Rules would provide a simple, clear answer – abstentions acquiesce in the action or non-action of most of those who vote.

Rosenberg’s Rules of Order identify two treatments of abstention. If the Rules instruct to count the votes of “those present,” then an abstention vote counts both towards quorum and against the motion. The other strategy and Rosenberg’s default rule (which staff recommends) is to count an abstention only for a quorum, not as a vote on the motion. Thus, abstaining members are present for the purpose of determining quorum but do not weigh for or against the motion.

Article VI, section 3 of the Charter allows a majority of a quorum (i.e., two “yes” votes of a quorum of three) to approve an action other than the budget (for which at

least three votes are required). Thus, Rosenberg's default rule is consistent with the Charter.

Council Goals/Objectives: Orderly, fair, efficient, and democratic public meetings.

Fiscal Impact: None. This resolution was prepared and can be implemented with budgeted resources.

Funds Available: N/A

Account #: N/A

Reviewed by: _City Manager

Attachments:

- Resolution 2024-81
- Rosenberg's Rules of Order (2011)

RESOLUTION NO. 2024-81**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GRASS VALLEY
TO ADOPT THE 2011 ROSENBERG RULES OF ORDER**

WHEREAS, the City Council and City commissions, committees, and subsidiary bodies consider matters affecting the interests of the residents of Grass Valley, and it is necessary and desirable to establish rules of procedure for these meetings; and

WHEREAS, this resolution is intended to facilitate the orderly and efficient conduct of such meetings; and

WHEREAS, Article VI, section 6 of the City Charter authorizes the City Council to adopt and enforce reasonable rules of procedure; and

WHEREAS, with respect to counting votes and abstentions, Rosenberg's Rules of Order, dated 2011 distinguishes "those present" from those "present and voting," making the "present and voting" rule the default unless changed; and

WHEREAS, the Council wishes it and its other subsidiary bodies' vote-counting rule to be the default, "present and voting" rule.

NOW, THEREFORE, the City Council of the City of Grass Valley resolves as follows:

SECTION 1. The foregoing recitals are each true and correct and incorporated herein by this reference.

SECTION 2. The City Council of the City of Grass Valley adopts the 2011 Rosenberg Rules of Order, a copy of which is on file in the office of the City Clerk, to govern meetings of the Council and all other boards, committees and commissions of the City.

SECTION 3. This resolution is not a project subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) because it has no potential to effect the physical environment.

SECTION 4. This Resolution will become effective immediately upon adoption.

ADOPTED as a Resolution of the Council of the City of Grass Valley at a meeting thereof held on the 26th day of November 2024 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Jan Arbuckle, Mayor

ATTEST:

Approved as to Form:

Taylor Whittingslow, City Clerk

Michael G. Colantuono, City Attorney



Rosenberg's Rules of Order

REVISED 2011

Simple Rules of Parliamentary Procedure for the 21st Century

By Judge Dave Rosenberg



MISSION AND CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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ABOUT THE AUTHOR

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.

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INTRODUCTION

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — *Robert's Rules of Order* — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then *Robert's Rules of Order* is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of *Rosenberg's Rules of Order*.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

1. **Rules should establish order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
3. **Rules should be user friendly.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:

First, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the chair takes a vote. Simply asking for the “ayes” and then asking for the “nays” normally does this. If members of the body do not vote, then they “abstain.” Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: “The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body.”

Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member’s desired approach with the words “I move . . .”

A typical motion might be: “I move that we give a 10-day notice in the future for all our meetings.”

The chair usually initiates the motion in one of three ways:

1. **Inviting the members of the body to make a motion**, for example, “A motion at this time would be in order.”
2. **Suggesting a motion to the members of the body**, “A motion would be in order that we give a 10-day notice in the future for all our meetings.”
3. **Making the motion**. As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body’s consideration. A basic motion might be: “I move that we create a five-member committee to plan and put on our annual fundraiser.”

The motion to amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: “I move that we amend the motion to have a 10-member committee.” A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

The substitute motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: “I move a substitute motion that we cancel the annual fundraiser this year.”

“Motions to amend” and “substitute motions” are often confused, but they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a “motion to amend” or a “substitute motion” is left to the chair. So if a member makes what that member calls a “motion to amend,” but the chair determines that it is really a “substitute motion,” then the chair’s designation governs.

A “friendly amendment” is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, “I want to suggest a friendly amendment to the motion.” The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accepts the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The chair can reject a fourth motion until the chair has dealt with the three that are on the floor and has resolved them. This rule has practical value. More than three motions on the floor at any given time is confusing and unwieldy for almost everyone, including the chair.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed *first* on the *last* motion that is made. For example, assume the first motion is a basic “motion to have a five-member committee to plan and put on our annual fundraiser.” During the discussion of this motion, a member might make a second motion to “amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser.” And perhaps, during that discussion, a member makes yet a third motion as a “substitute motion that we not have an annual fundraiser this year.” The proper procedure would be as follows:

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passed*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions.

Second, if the substitute motion *failed*, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would then move to consider the main motion (the first motion) as *amended*. If the motion to amend *failed*, the chair would then move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or if *amended*, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

Motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

Motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

Motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: “I move we adjourn this meeting at midnight.” It requires a simple majority vote.

Motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on “hold.” The motion can contain a specific time in which the item can come back to the body. “I move we table this item until our regular meeting in October.” Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

Motion to limit debate. The most common form of this motion is to say, “I move the previous question” or “I move the question” or “I call the question” or sometimes someone simply shouts out “question.” As a practical matter, when a member calls out one of these phrases, the chair can expedite matters by treating it as a “request” rather than as a formal motion. The chair can simply inquire of the body, “any further discussion?” If no one wishes to have further discussion, then the chair can go right to the pending motion that is on the floor. However, if even one person wishes to discuss the pending motion further, then at that point, the chair should treat the call for the “question” as a formal motion, and proceed to it.

When a member of the body makes such a motion (“I move the previous question”), the member is really saying: “I’ve had enough debate. Let’s get on with the vote.” When such a motion is made, the chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body.

NOTE: A motion to limit debate could include a time limit. For example: “I move we limit debate on this agenda item to 15 minutes.” Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super majority) to pass:

Motion to limit debate. Whether a member says, “I move the previous question,” or “I move the question,” or “I call the question,” or “I move to limit debate,” it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body (such as the chair), nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

Counting Votes

The matter of counting votes starts simple, but can become complicated.

Usually, it’s pretty easy to determine whether a particular motion passed or whether it was defeated. If a simple majority vote is needed to pass a motion, then one vote more than 50 percent of the body is required. For example, in a five-member body, if the vote is three in favor and two opposed, the motion passes. If it is two in favor and three opposed, the motion is defeated.

If a two-thirds majority vote is needed to pass a motion, then how many affirmative votes are required? The simple rule of thumb is to count the “no” votes and double that count to determine how many “yes” votes are needed to pass a particular motion. For example, in a seven-member body, if two members vote “no” then the “yes” vote of at least four members is required to achieve a two-thirds majority vote to pass the motion.

What about tie votes? In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion. For example, in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated.

Vote counting starts to become complicated when members vote “abstain” or in the case of a written ballot, cast a blank (or unreadable) ballot. Do these votes count, and if so, how does one count them? The starting point is always to check the statutes.

In California, for example, for an action of a board of supervisors to be valid and binding, the action must be approved by a majority of the board. (California Government Code Section 25005.) Typically, this means three of the five members of the board must vote affirmatively in favor of the action. A vote of 2-1 would not be sufficient. A vote of 3-0 with two abstentions would be sufficient. In general law cities in

California, as another example, resolutions or orders for the payment of money and all ordinances require a recorded vote of the total members of the city council. (California Government Code Section 36936.) Cities with charters may prescribe their own vote requirements. Local elected officials are always well-advised to consult with their local agency counsel on how state law may affect the vote count.

After consulting state statutes, step number two is to check the rules of the body. If the rules of the body say that you count votes of “those present” then you treat abstentions one way. However, if the rules of the body say that you count the votes of those “present and voting,” then you treat abstentions a different way. And if the rules of the body are silent on the subject, then the general rule of thumb (and default rule) is that you count all votes that are “present and voting.”

Accordingly, under the “present and voting” system, you would **NOT** count abstention votes on the motion. Members who abstain are counted for purposes of determining quorum (they are “present”), but you treat the abstention votes on the motion as if they did not exist (they are not “voting”). On the other hand, if the rules of the body specifically say that you count votes of those “present” then you **DO** count abstention votes both in establishing the quorum and on the motion. In this event, the abstention votes act just like “no” votes.

How does this work in practice?

Here are a few examples.

Assume that a five-member city council is voting on a motion that requires a simple majority vote to pass, and assume further that the body has no specific rule on counting votes. Accordingly, the default rule kicks in and we count all votes of members that are “present and voting.” If the vote on the motion is 3-2, the motion passes. If the motion is 2-2 with one abstention, the motion fails.

Assume a five-member city council voting on a motion that requires a two-thirds majority vote to pass, and further assume that the body has no specific rule on counting votes. Again, the default rule applies. If the vote is 3-2, the motion fails for lack of a two-thirds majority. If the vote is 4-1, the motion passes with a clear two-thirds majority. A vote of three “yes,” one “no” and one “abstain” also results in passage of the motion. Once again, the abstention is counted only for the purpose of determining quorum, but on the actual vote on the motion, it is as if the abstention vote never existed — so an effective 3-1 vote is clearly a two-thirds majority vote.

Now, change the scenario slightly. Assume the same five-member city council voting on a motion that requires a two-thirds majority vote to pass, but now assume that the body **DOES** have a specific rule requiring a two-thirds vote of members “present.” Under this specific rule, we must count the members present not only for quorum but also for the motion. In this scenario, any abstention has the same force and effect as if it were a “no” vote. Accordingly, if the votes were three “yes,” one “no” and one “abstain,” then the motion fails. The abstention in this case is treated like a “no” vote and effective vote of 3-2 is not enough to pass two-thirds majority muster.

Now, exactly how does a member cast an “abstention” vote?

Any time a member votes “abstain” or says, “I abstain,” that is an abstention. However, if a member votes “present” that is also treated as an abstention (the member is essentially saying, “Count me for purposes of a quorum, but my vote on the issue is abstain.”) In fact, any manifestation of intention not to vote either “yes” or “no” on the pending motion may be treated by the chair as an abstention. If written ballots are cast, a blank or unreadable ballot is counted as an abstention as well.

Can a member vote “absent” or “count me as absent?” Interesting question. The ruling on this is up to the chair. The better approach is for the chair to count this as if the member had left his/her chair and is actually “absent.” That, of course, affects the quorum. However, the chair may also treat this as a vote to abstain, particularly if the person does not actually leave the dais.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to consider is made and passed.

A motion to reconsider requires a majority vote to pass like other garden-variety motions, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body — including a member who voted in the minority on the original motion — may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is “no.” There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be, “point of privilege.” The chair would then ask the interrupter to “state your point.” Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person’s ability to hear.

Order. The proper interruption would be, “point of order.” Again, the chair would ask the interrupter to “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, “return to the agenda.” If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair’s determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.




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**City of Grass Valley
City Council
Agenda Action Sheet**

Title: Electronic and Digital Signature Policy

CEQA: Not a project

Recommendation: The Council should adopt Resolution 2024-82, establishing a policy authorizing the execution of the city documents under the Uniform Electronic Transactions Act (UETA) to allow the city to balance flexibility with the need for signature security and integrity.

Prepared by: Taylor Whittingslow, Deputy City Manager

Council Meeting Date: 11/26/2024

Date Prepared: 11/20/2024

Agenda: Consent

Background Information: With the enactment of the UETA (Uniform Electronic Transactions Act) by the State of California on January 1, 2000, electronic execution of contracts has become a standard and widely accepted method for entering into agreements, including purchasing transactions. Each year, the City processes many documents that could be managed and stored more efficiently through the use of electronic signatures. While requests for electronic contract execution are increasing, the City currently lacks a policy from the City Council authorizing their use.

Adopting electronic signatures offers numerous benefits, including:

- Reducing the time, paper, and costs associated with transmitting and approving physical documents.
- Enhancing customer service and providing greater convenience for individuals conducting transactions with the City.
- Improving records management practices.
- Establishing a clear and accessible audit trail for tracking document modifications and signatures.

Implementing electronic signatures aligns with the city's goal of offering additional convenience and efficiency, which is especially relevant in the era of flexible schedules and remote work.

The proposed policy authorizes the City Manager to select acceptable technologies and vendors that adhere to industry best practices, ensuring data security and signature integrity. In collaboration with the City Attorney and the City Clerk, the City Manager will determine which documents are eligible for electronic signatures.

Council Goals/Objectives: This action executes portions of work tasks towards achieving/maintaining Strategic Plan - Productive and Efficient Workforce.

Fiscal Impact: There is no fiscal impact due to this policy.

Funds Available: N/A

Account #: N/A

Reviewed by: _____ City Manager

Attachments:

- Resolution 2024-82
- Electronic & Digital Signature Policy

RESOLUTION NO. 2024-82

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
APPROVING AND ADOPTING A POLICY AUTHORIZING THE USE AND ACCEPTANCE
OF ELECTRONIC SIGNATURES (E-SIGNATURES) ON CITY DOCUMENTS**

WHEREAS, federal and state regulations have provided sufficient guidelines to allow for the Implementation of electronic content, electronic transactions and electronic signatures; and

WHEREAS, technology has developed to a level of sophistication to enable secure and verifiable electronic signatures; and

WHEREAS, the use of e-signatures and digital signatures in City business will not only increase efficiency for staff, but also will provide a layer of convenience and efficiency for City residents who are in need of City services; and

WHEREAS, current law clarified that government agencies may use all types of electronic signatures, which includes digital signatures, in accordance with the Uniform Electronic Transaction Act, California Civil Code section 1633.1 *et.seq.*; and

WHEREAS, the California Secretary of State has issued an opinion that the "digital" signature requirements of the Secretary of State Regulations (2 CCR 22000, *et seq.*) do not apply to the use of "electronic" signatures;

WHEREAS, the City Manager will oversee and determine, with the recommendation of the City Attorney and the City Clerk or other designee, the appropriate use of electronic signatures for City documents; and

WHEREAS, adoption of an electronic signature policy is not a project subject to environmental review.

Now, therefore, the City Council of the City of Grass Valley does hereby resolve as follows:

1. The City Council hereby approves and adopts the Electronic Signature Use Policy, authorizing the use and acceptance of electronic signatures on City documents, which is attached as Exhibit A to this Resolution, and incorporated herein by this reference

PASSED AND ADOPTED by the City Council of the City of Grass Valley at a regular meeting held the 26th day of November 2024, by the following vote:

AYES:
NOES:
ABSENT:
NOT VOTING:

Jan Arbuckle, Mayor
City of Grass Valley

ATTEST:

Taylor Day Whittingslow, City Clerk
City of Grass Valley

APPROVED AS TO FORM:

Michael G. Colantuono, City Attorney
City of Grass Valley

CITY OF GRASS VALLEY ADMINISTRATIVE
POLICIES AND PROCEDURES



Number: _____
Effective Date: 11/26/2024
Revised: _____
Authority: City Manager
City Administrator: _____

SUBJECT: Electronic & Digital Signature Use

I. **PURPOSE.** The purpose of this policy is to implement Resolution 2024-82 and further define when and how electronic signatures may be used, including the documents and transactions approved for electronic signature use, and how the documents and transactions are to be processed. This policy is designed to increase efficiency and staff productivity by leveraging technology to manage the signing process for certain documents.

II. **POLICY:**
Definitions:

1. "Digital signature," as defined by California Government Code Section 16.5, means an electronic identifier created by a computer intended by the party using it to have the same force and effect as the use of a manual signature.
2. "Electronic record" is a record that is created, generated, transmitted, communicated, or stored using electronic means.
3. "Electronic signature" means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person intending to sign the electronic record. For purposes of this title, a "digital signature" as defined in subdivision (d) of Section 16.5 of the Government Code is a type of electronic signature.
4. "Manual signature" means an original wet signature applied to a document.
5. For purposes of this Policy, the term "electronic signature" includes reference to digital signatures, and the term "digital signature" includes reference to electronic signatures.

General Use of Electronic Signatures:

Use of electronic signatures is intended to show authorship, approval, authorization, or certification and encouraged for internal and external activities, documents, and transactions when it is operationally feasible, where technology permits, and when it is otherwise appropriate in the discretion of the City Manager, in accordance with Resolution 2764 (2020) and the following provisions.

Approved Classes of Documents for Electronic Signature Use:

All documents routed for electronic signature must comply with the regulations set forth in Resolution 2764 (2020) and this policy. When the parties to an agreement desire to use electronic signatures for executing the agreement, a term shall be included in the agreement to memorialize the use of electronic signatures.

Document Class*	Office of Record
<ul style="list-style-type: none"> • Agreements for Consultant & Professional Services, Contractors & Service Providers, and other documents or agreements as may be approved for electronic signature use by the City Clerk. • Resolutions • Ordinances • Minutes 	City Clerk
<ul style="list-style-type: none"> • PAFs • Onboarding Documents (where allowed) 	Human Resources
<ul style="list-style-type: none"> • Internal documents that are approved for electronic signature by the initiating department's director and the City Clerk. 	Various

** Additional document classes may be approved by the City Manager. Contact the City Clerk to initiate a request for approval.*

Valid Electronic Signatures:

When a signature is required, the parties may agree that an electronic signature satisfies that requirement if:

- A. The signature is in accordance with the requirements of the UETA;
- B. The signature is created using an electronic signature technology that has been approved by the City Manager, or designee, in accordance with the provisions of this Policy; and
- C. The signature is in accordance with any and all other applicable laws and regulations.

Valid Digital Signatures:

Digital signatures used in compliance with this Policy shall have the same force and effect as the use of a manual signature provided that the digital signature has all of the following attributes:

- A. It is unique to the person using it;
- B. It is capable of verification;
- C. It is under the sole control of the person using it;
- D. It is linked to data in such a manner that if the data is changed, the digital signature is invalidated; and
- E. It conforms to the regulations adopted by the California Secretary of State.

Department Authorized to Initiate Electronic Signature Request:

Only the department designated as the Office of Record is authorized to initiate an electronic signature request, except that the City Clerk may initiate an electronic signature process on behalf of another department when requested for operational efficiency.

Approved Electronic Signature Technologies and Vendors:

- Adobe Sign (*effective on date on policy approval*)
- Other technologies and vendors as may be approved by the City Manager and City Clerk in consultation with the City Attorney

Prohibited Uses of Electronic Signatures:

- Documents or transactions that require a signature to be notarized or acknowledged
- Documents or transactions that require a handwritten signature, including but not limited to transfers of interests in real property
- Documents or transactions that are not specified in the “Approved Classes of Documents and Transactions for Electronic Signature Use” section
- Documents or transactions that are not signed using approved electronic signature technologies and/or vendors
- Documents or transactions exempt from electronic signatures by law, such as:
 - The creation and execution of wills, codicils, or testimony trusts;
 - General provisions of the Uniform Commercial Code, except as otherwise specified by statute;
 - Provisions of the Uniform Commercial Code governing negotiable instruments, bank deposits and collections, letters of credit, investment securities, secured transactions, and fund transfers; and
 - Documents or transaction wherein the law specifically requires that identifiable text or disclosures in a record or portion of a record be separately signed, including initialed, from the record; and

Records Retention:

It is the responsibility of the initiating department to retain and store signed documents in accordance with Citywide records retention requirements.

Change or Error in Electronic Record:

If a change is needed or an error is being corrected within the electronic record of the fully executed document, those actions will comply with the requirements of Civil Code section 1633.10 or will be addressed through an amendment to the document.

- III. **RESPONSIBILITY FOR REVIEW:** The City Manager shall review this policy at least once every 3 years.



**City of Grass Valley
City Council
Agenda Action Sheet**

Title: Staffing allocation and job description adoption

Recommendation: That the Council: (1) adopt the attached job descriptions and associated salary schedules; (2) authorize the filling of job classes as presented; and (3) direct the Finance Director to make necessary budget adjustments.

Prepared by: Alexander K. Gammelgard, Chief of Police

Council Meeting Date: 11/26/2024

Date Prepared: 11/21/2024

Agenda: Consent

Background Information: Over the past year, the police department (inclusive of animal services) staffing has developed a need for reallocation of resources. Primary drivers of this need are in response to attrition, retirement, service demands as well as the passage of Measure B. The following actions will provide information staffing actions and changes that will provide quality service delivery into the future.

Summary of staffing changes:

Police Department

Sworn Peace Officers - Within the past year, the police department has experienced the attrition of one senior police officer who moved out of state as well as the retirement of another senior police officer. As a result of these vacancies, the department reassigned the downtown officer position back to patrol for the time being. The total cost of these two senior positions provides savings when hiring new officers to backfill the positions. Information below will outline the costs related to use of the savings as well as costs to backfill these positions with new-hire police officers. After hiring and training the new officers, the department intends to re-assign a downtown/business liaison officer position, absent other operational needs arising.

Fiscal Analysis:

The hiring of two entry level officers will afford significant budgetary savings to the police budget. A portion of these savings have been identified for use within the recent contract negotiations process. Additional savings, not yet allocated for use, will be utilized toward the following additional staffing actions.

Property and Evidence - Over the past year or more, the police department has assessed its capabilities related to evidence processing and maintenance. The ability to respond to the field with specialized evidence response is an important gap in our service delivery. By adding to our existing evidence technician job description we are able to create a flexibly staffed position with a I/II job class. This provides flexibility into the future, both for improved recruitment, but also enhanced retention and staff development opportunities. Information below will outline the cost related to creating the flexibly staffed I/II job description. Staff has met and conferred with the labor unit and the job description update is attached for adoption (as well as an updated salaries).

Fiscal Analysis:

Below is an updated salary schedule for the flexibly staffed Police Evidence/Property Technician I/II job class.

	A	B	C	D	E
<i>Police Evidence/Property Technician I (existing)</i>	25.24	26.50	27.82	29.21	30.67
<i>Police Evidence/Property Technician II (new)</i>	31.48	33.03	34.68	36.41	38.23

The estimated fiscal impact is between \$5,000-\$10,000 annually dependent upon placement on the salary scale.

Records - With the increase in workload across the police department, primarily related to legislative actions and workflow related to police report processing, release, sealing, and archiving, the need for additional staff time in the existing Public Safety Analyst I/II job class is necessary. The department’s staffing is currently allocated at one full time equivalent (FTE), split between two part time staff. Information below will outline the cost of adding .2FTE to the Public Safety Analyst I job class, still split among two employees (totaling 1.2FTE from 1FTE).

Fiscal Analysis:

The estimated fiscal impact of adding .2FTE to this role is estimated at approximately \$23,000 annually.

Fuels Mitigation

A full-time police officer was temporary assigned to fuels mitigation efforts, funded by the City general fund. The passage of Measure B provides for long term commitment of funding toward a fuel mitigation position. The City has drafted a Community Risk and Enforcement Specialist job description, to be adopted by this action (attached). It will allow for the assignment of a qualified person to assume the duties that were most recently assigned to a police officer. This position will report to the recently created Community Risk Reduction Manager position and be responsible for vegetation and fuels management activities within the City. Information below will outline the cost allocation of filling the attached job description for adoption.

Fiscal Analysis:

The Measure B Oversight Committee has concurred with the use of \$100,000 of Measure B funds toward this position. Because this position will also conduct other code

enforcement activities, the remainder of the costs of the position (estimated at \$53,000 annually) will be borne by the general fund, of which the sworn officer cost saving will absorb.

Below is a salary schedule:

	A	B	C	D	E
Community Risk and Enforcement Specialist:	35.68	37.45	39.35	41.29	43.37

Animal Services

Animal Services is overseen by the police department. Over the past many years, there have been efforts to streamline and modify the staffing allocation to run the Grass Valley Animal Shelter as well as provide animal control field services. Today, animal services operates with two full time staff members and limited temporary (part time) support. There is one Community Service Officer specializing in animal control duties and one Animal Shelter Kennel Attendant/Office Assistant position. The City has created a new job class - Animal Shelter Specialist (attached for adoption). The purpose of this position is to increase the responsibilities of the current shelter position, providing for a broader scope of duties and functions to enhance the shelter operations. The full-time Animal Shelter Kennel Attendant/Office Assistant position would be vacated, and the new position would be filled. Part time Animal Shelter Kennel Attendant/Office Assistant staffing would remain with some increases in hours, subject to funds availability. The cost related to this action will be described below but will reflect the cost differential between the job classes, as no additional FTE positions are being contemplated with this action.

Fiscal Analysis:

Cost differential between the existing kennel position and the new Animal Shelter Specialist position is estimated to be approximately \$15,000 annually. An additional \$10,000 for part time kennel support will be added to the Animal Services part time staffing budget, for a total cost impact of \$25,000.

Below is an updated salary schedule for the flexibly staffed Animal Shelter Specialist I/II job class.

	A	B	C	D	E
Animal Shelter Specialist I	22.57	23.70	24.88	26.12	27.43
Animal Shelter Specialist II	24.87	26.12	27.42	28.80	30.24

The above changes will allow for continued recruitment of Grass Valley police officers to fill vacancies as well as provide for necessary staffing in the police department and City initiatives.

Council Goals/Objectives: The execution of this action attempts to achieve the following Strategic Goals:

GOAL #6 - SAFE PLACE TO LIVE, WORK AND PLAY

Fiscal Impact: In summary, these actions are cost neutral or cost savings to the City general fund budget as a whole, inclusive of salary negotiations actions that have already taken place across departments and labor units. Existing departmental budget funds will cover the expenses related to the above actions, with the exception of a new expense in the Measure B fund related to the Community Risk Enforcement Specialist position.

Funds Available: Yes

Account #: Various

Reviewed by: City Manager



COMMUNITY RISK ENFORCEMENT SPECIALIST

Department: Code Enforcement

FSLA Status: Non-Exempt

Reports To:

Community Risk Reduction Manager; Other

Unit: 3, Full-Time Position

SUMMARY OF JOB PURPOSE *Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

Under the general supervision of the Community Risk Reduction Manager, this position performs a variety of landscape, vegetation and fuels management activities on City owned or controlled property, included but not limited to parks, public and private open-space and parcels, trails, rights-of-way, creeks, and public facilities; using a variety of tools including hand tools, power tools, and light, medium, and heavy-duty power-driven equipment. At the direction of the Community Risk Reduction Manager, this position implements vegetation treatment plans for city owned and controlled property, provides support to private abatement projects through city defined programs, and documents before and after conditions for all activities. The position may work alone or as part of a crew in the execution of their duties.

In addition, the Community Risk Enforcement Specialist performs code enforcement duties as assigned. Duties include performing a variety of administrative tasks; conducting field inspections pertaining to the administration-of / compliance with zoning, nuisance, vehicle, and other codes and ordinances; preparing reports, citations, and testifying in court.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Community Risk Reduction Manager, City manager, and works in coordination with other department heads or their designees. Exercises direct supervision over assigned staff at the direction of the Community Risk Reduction Manager.

This job description indicates in general the nature and levels of work, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER

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COMMUNITY RISK ENFORCEMENT SPECIALIST

ESSENTIAL FUNCTIONS (includes but is not limited to listed tasks)

The following duties are typical for this classification. Incumbents may not perform all the listed duties and/or may be required to perform additional or different duties from those set forth below to address needs and changing practices.

- Properly and safely operate heavy machinery (i.e. masticator, backhoe, woodchipper), hand tools, and gas powered or electric power tools
- Identify and remove hazardous vegetation from assigned locations
- Assist with fire safety inspections for special outdoor events (i.e. public fireworks displays)
- Conduct assessments of land parcels for wildland fire threat
- Provide information to violators, the general public, business community and other government agencies regarding City and state codes, laws and ordinances; respond to questions, complaints and inquiries.
- Maintain files and records related to citations and violations; prepare a variety of written reports, memoranda and correspondence.
- Confer and coordinate with other agencies and City departments, including Planning and Building, Public Works, Fire, and Police, on the investigation and disposition of vegetation nuisances, and related violations.
- Input and retrieve a variety of information using a computer terminal, tablet or other electronic device.
- Conduct Defensible Space Inspections/Re-inspections of Properties
- Identify, investigate code violations of various types
- Prepare correspondence, reports of investigations, and other required documentation for use by administrative and/or judicial authorities supporting civil actions and/or criminal prosecutions
- Confer and coordinate with city staff and other agencies pursuant to code enforcement issues and respond to locations as needed
- Prepare and deliver courtroom testimony related to code violations
- Issue citations, notice of violations and/or letters for violations or non-compliance
- Or perform related duties as required

This job description indicates in general the nature and levels of work, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER

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COMMUNITY RISK ENFORCEMENT SPECIALIST

QUALIFICATIONS

To perform this job successfully, the incumbent must be able to perform each of the essential duties satisfactorily. Reasonable accommodation may be made to enable incumbents with disabilities to perform the essential functions. The requirements listed are representative of the knowledge, skill, and/or ability required.

Knowledge of:

- Basic codes, ordinances, laws and regulations pertaining to building and zoning compliance, including sections of California penal codes, vehicle codes and health and safety codes.
- Basic principles and procedures of record keeping.
- Occupational hazards and standard safety procedures.
- Pertinent federal, state, and local laws, codes, and regulations including those impacting vegetation management areas.
- Techniques for providing a high level of customer service to the public and City staff.
- Report writing and research methods.
- City of Grass Valley, CalFire and defensible space standards, best practices, and codes/ordinances
- Heavy equipment/machine operation safety standards
- Laws and ordinances pertaining zoning, nuisances, vehicle abatements, and other codes and regulations
- Investigative principles and practices
Rules of evidence, courtroom demeanor and testimony

Ability to:

- Review, understand, and implement provisions of applicable codes, ordinances, and regulations enforceable by the City
- Apply laws, regulations, codes, and departmental policies
- Recognize, prioritize, and accomplish needed/assigned tasks
- Research, prepare, and write clear and concise technical reports
- Learn the applicable laws, ordinances, and regulations
- Communicate clearly and concisely both orally and in writing

This job description indicates in general the nature and levels of work, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER

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COMMUNITY RISK ENFORCEMENT SPECIALIST

- Prepare clear, accurate, and concise notes, reports, and other correspondence
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Be self-motivated and able to motivate others.
- Use tact, initiative, prudence, and independent judgement.
- Operate a motor vehicle, radio and other necessary and essential equipment.

EDUCATION AND EXPERIENCE

Any combination of education and experience that would demonstrate the knowledge, skills and abilities as outlined above is qualifying. A typical way to obtain the knowledge and skills is:

- High school diploma, or GED
- One or more years prior experience in law enforcement, code enforcement, and/or fire fuels abatement/inspection, or similar experience
- Commercial Driver's License is preferred

Preferred Education and experience but not required:

- Prior employment in a Law or Code Enforcement capacity
- Prior experience in fire fuels abatement
- California, Class A Driver's License
- AA/AS degree, or higher
- Knowledge of California Penal Code, California Vehicle Code, and/or Health and Safety Code

This job description indicates in general the nature and levels of work, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER

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COMMUNITY RISK ENFORCEMENT SPECIALIST

CERTIFICATES, LICENSES, REGISTRATIONS

Must have an acceptable driving record and possess an appropriate California Driver's License, Class C.

Through California Association of Code Enforcement Officers:

Within twelve (12) months of appointment, attend and pass Training Module I

Within twenty-four (24) months of appointment, attend and pass Training Module II

Within thirty-six (36) months of appointment, attend and pass Training Module III

LANGUAGE SKILLS

Ability to read, write and communicate in English at a level required for successful job performance.

PHYSICAL DEMANDS

The employee is required to be able to work in rough terrain with potential exposure to bees/wasps, poison oak, and snakes, among other natural hazards. The employee must be able to work in temperature extremes, such as outdoor heat in excess of 100°F. The employee is frequently required to stand, walk, and sit. The employee must use hands and fingers to: handle, pinch, or feel objects, tools or controls; reach with hands and arms; balance; stoop, kneel, crouch or crawl; talk and hear. The employee must occasionally lift or move up to 45 pounds. Specific vision abilities required by the job, with or without correction, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus.

WORKING ENVIRONMENT

While performing the duties of this job the employee is regularly exposed to outside conditions, wet and/or humid conditions, sun, rain, snow, and heat. The employee is occasionally exposed to risk of hazardous chemicals, biohazards, and injury and is required to frequently lift heavy loads.

This job description indicates in general the nature and levels of work, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent.

It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of

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ANIMAL SHELTER SPECIALIST I/II

Department: Police Department – Animal Control FSLA Status: Non-Exempt

Reports To: Animal Services Manager

Unit: 3, Full-Time Position

SUMMARY OF JOB PURPOSE

Under general supervision, provides oversight of the City’s animal shelter activities including impounding, treatment, and disposition of animals; oversees shelter facilities, ensuring safe, sanitary, and secure facilities for shelter animals and the public as well as the humane handling and care of shelter animals; provides oversight of shelter staff and volunteers working at the shelter facility; assists the public in locating, adopting, and handling animals; performs office clerical functions related to shelter functions.

This is a fully competent lead classification responsible for performing a variety of duties related to the care of animals and the maintenance and cleaning of City animal shelter facilities. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

DISTINGUISHING CHARACTERISTICS:

- Animal Shelter Specialist I is an entry-level position in this series, with a primary responsibility of operations of the animal shelter. Specialist I employees have typically served in a municipal animal services department, or equivalent, for two or more years and are fully versed in the operating policies and procedures of the City’s animal shelter. Specialist I shall be capable of obtaining euthanasia and/or vaccine administration certificates within 24 months of appointment.
- Animal Shelter Specialist II is a journey-level position in this series. In addition to the roles of the Specialist I, Specialist II will possess euthanasia certification and vaccine administration certification.

This job description indicates in general the nature and levels of work, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER

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ANIMAL SHELTER SPECIALIST I/II

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Animal Services Manager, typically a member of police administration. Exercises direct supervision over assigned staff at the direction of the Animal Services Manager.

ESSENTIAL FUNCTIONS (includes but is not limited to listed tasks)

The following duties are typical for this classification. Incumbents may not perform all the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Animal Shelter Specialist I-

In addition to all the essential job duties of the Animal Shelter Kennel and Office Assistant:

- Prepares the scheduling, assigning, monitoring the work of shelter staff and volunteers.
- Participates in the oversight of volunteer program.
- Ensures the safe and humane handling and kenneling of all animals; handles and kennels animals and oversees the work of staff and volunteers performing these functions.
- Coordinates and participates in the screening and selection of animals to be made available for adoption.
- Provides input regarding the performance of lower-level staff members and volunteers to the Animal Services Manager for consideration in employee performance evaluations and reviews.
- Administers microchips in accordance with department policies and procedures.
- Coordinates and participates in the screening and selection of animals to be made available for adoption.
- Provides guidance to the public in claiming lost animals, relinquishing animals, or selecting pets for adoption; collects various fees and fines, prepares daily deposits, and maintains related records.

This job description indicates in general the nature and levels of work, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of

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ANIMAL SHELTER SPECIALIST I/II

- Reviews adoption applications to ensure the appropriate placement of animals; counsels citizens regarding animal behavior and temperament.
- Provides effective customer service; responds to complaints and requests for information; interprets and applies regulations, policies, and procedures in response to inquiries and complaints from the public.
- Operates City vehicle to transport sick/injured animals to veterinary clinics, pick up supplies, and deliver laboratory specimens; cleans and fuels vehicle as needed.
- Organizes and participates at shelter clinics and other shelter events.
- Participates in developing and implementing shelter goals.
- Attends training, meetings, and workshops as required to enhance job knowledge and skills.
- Performs related duties as assigned.

Animal Shelter Specialist II-

In addition to all the essential job duties of the Animal Shelter Specialist I:

- Performs limited temperament testing, evaluation, selection, and disposition of animals for euthanasia in accordance with established laws, departmental policy, and procedures; when necessary, performs the euthanasia of animals by administration of controlled substances, in accordance with established laws and departmental policy.
- Maintains records of impoundment, adoption, transfers of animals, and use of controlled drugs for euthanasia, tranquilization, and treatment of animals in the shelter.
- Directs and assists community service workers in the performance of animal shelter work.

This job description indicates in general the nature and levels of work, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER

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ANIMAL SHELTER SPECIALIST I/II

QUALIFICATIONS

To perform this job successfully, the incumbent must be able to perform each of the essential duties satisfactorily. Reasonable accommodations may be made to enable incumbents with disabilities to perform the essential functions. The requirements listed are representative of the knowledge, skill, and/or ability required.

Knowledge of:

- Laws and ordinances pertaining to animal control and care.
- Safe and humane animal handling principles and practices.
- Animal behavior and principles of care and feeding.
- Techniques used in the disposal of animals.
- Techniques for recordkeeping.
- Safe work practices.
- Modern office procedures, methods, and computer equipment.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Review, understand, and implement provisions of applicable codes, ordinances, and regulations enforceable by the City.
- Apply laws, regulations, codes, and departmental policies.
- Recognize, prioritize, and accomplish needed/assigned tasks.
- Research, prepare and write clear and concise technical reports.
- Perform basic accounting and cash handling principles.
- Learn the applicable laws, ordinances, and regulations governing the keeping of animals within the City.
- Perform a variety of customer service tasks in support of assigned function.
- Communicate clearly and concisely both orally and in writing.
- Prepare clear, accurate, and concise notes, reports, and other correspondence.

This job description indicates in general the nature and levels of work, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER

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ANIMAL SHELTER SPECIALIST I/II

EDUCATION AND EXPERIENCE

Any combination of education and experience that would demonstrate the knowledge, skills and abilities as outlined above is qualifying. A typical way to obtain the knowledge and skills is:

- Equivalent to the completion of the twelfth grade, or GED.
- Two or more years prior experience in an animal shelter or similar experience involving the handling and care of a variety of animals preferred.
- Prior office experience is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

Must have an acceptable driving record and possess an appropriate California Driver's License.

Shelter Specialist II- Valid euthanasia certification as required by California Code of Regulations, Title 16, Sec. 2039.

LANGUAGE SKILLS

Ability to read, write and communicate in English at a level required for successful job performance.

PHYSICAL DEMANDS

- Must be free from any physical, emotional, or mental condition which might adversely affect the ability to perform essential job duties.
- Must be able to sit at a confined workstation for extended periods while performing essential duties.
- On a continuous basis, sit at a desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk, perform simple grasping and fine manipulation, use telephone, and communicate through written means.
- Run, walk, and stand during kennel cleaning and animal handling activities.
- Bend, squat, kneel and twist.
- Climb stairs and/or ladders while performing daily kennel/animal control functions,

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ANIMAL SHELTER SPECIALIST I/II

- Perform simple and power grasping, pushing, pulling, and fine manipulation.
- Regularly carry weight of 35 pounds or less and intermittently carry weight of 75 pounds.
- Walk on uneven ground.
- While performing the duties of this job the incumbent is regularly required to stand, walk, sit, drive, use hands and fingers, handle or feel, reach with hands and arms, grasp, hold, and manipulate tools and talk and hear.
- Occasionally required to climb, balance and stoop, kneel, crouch, or crawl. See in the normal visual range with or without correction.
- Hear in the normal audio range with or without correction.

WORKING ENVIRONMENT

While performing the duties of this job the employee is regularly exposed to outside conditions, wet and/or humid conditions, rain, snow, and heat. The employee is occasionally exposed to risk of dangerous animals, hazardous chemicals, biohazards, and injury and is required to frequently lift heavy loads.

This job description indicates in general the nature and levels of work, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER

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POLICE EVIDENCE / PROPERTY TECHNICIAN I
POLICE EVIDENCE / PROPERTY TECHNICIAN II

Department: Police

FSLA Status: Non-Exempt

**Reports To: Police Evidence Sergeant/
Police Lieutenant**

Unit: 3, Full-Time Position

SUMMARY OF JOB PURPOSE

To perform a variety of non-sworn technical and specialized duties related to crime scene investigation and property and evidence management; to collect, process, and analyze physical evidence obtained from crime scenes; to receive, inventory, and maintain custody of property and evidence received or confiscated by the Police Department; and to assist investigative staff as required.

Police Evidence/Property Technician I is the entry-level class in the professional Police Evidence/Property Technician series. This class is distinguished from the journey level by the performance of the more routine tasks and duties assigned to positions within this series. Employees at this level are not expected to perform with the same independence of direction and judgment on matters allocated to the journey level.

Police Evidence/Property Technician II is the journey-level class within the professional Evidence/Property Technician series. This class is distinguished from the entry-level by the assignment of the full range of duties. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. Positions in this class are flexibly staffed and are usually filled by advancement from the Police Evidence/Property Technician I position. Appointment to the higher class requires that the employee perform the full range of duties for the class and meet qualification standards for the class.

SUPERVISION RECEIVED AND EXERCISED

Police Evidence / Property Technician I & II receives general supervision from a Police Evidence Sergeant & Lieutenant.

This job description indicates in general the nature and levels of work, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of

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ESSENTIAL FUNCTIONS (includes but is not limited to listed tasks)

The following duties are typical for this classification. Incumbents may not perform all the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices. Depending upon assignment, duties may include, but are not limited to, the following:

Police Evidence/Property Technician I, Typical Duties:

- Collect, package, and process all items submitted to the property room each day; enter all property room submissions into the records management system; update and maintain evidence tracking system to reflect chain of custody for each item whenever it is removed from the property room; maintain property room integrity and security.
- Dispose of all items approved for destruction or move the property to a pre-disposal storage area; research older case files to determine the appropriate disposition of items; comply with all laws and policies regarding property disposal.
- Prepare, check out, and release evidence to appropriate persons; track property checked out to the lab or the District Attorney's Office.
- Enter, update, and track property and evidence through the records management system; enter firearm data into CLETS.
- Prepare, process, facilitate, and document all narcotics and weapons booked for destruction; properly track, document, and report all destroyed firearms; ensure compliance with current law and policy.
- Identify property and evidence ready for auction or donation; coordinate appropriate disposition of items with auction vendors.
- Assist in preparing a variety of evidence and property-related documents and reports.
- Prepare, process, and deposit all non-evidentiary cash into appropriate bank accounts.
- Conduct routine inventory and audits of all items in the property and evidence room.
- Prepare and send notifications to property owners; aid the general public regarding requests and inquiries concerning the release of property.
- Assist other agencies, including the District Attorney's Office, with service requests.
- Ship, receive, and distribute items as assigned.

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- Participate in a variety of special events for the department to bring department services to the awareness of the public.
- Perform related duties as assigned in support of the records department and other police functions.

Police Evidence/Property Technician II, Additional Duties:

Depending upon assignment, duties may include, but are not limited to, the following:

- Respond to and process crime scenes, including securing the scene and evidence from contamination; collecting, identifying, and preserving evidence; search for and lift fingerprints; collect body fluids and clothing, and make plaster impressions.
- Photograph, video record, sketch, and diagram crime scenes to ensure documentation of crime scenes and evidence; prepare reports and maintain records of crime scenes and evidence collected.
- Process, evaluate, and analyze evidence and perform preliminary tests to identify various types of substances including narcotic and toxic substances; determine findings in comparing physical evidence; forward evidence for further examination and analysis as necessary.
- Process evidence for latent and known fingerprints; compare fingerprints with records on file; photograph, enter, and trace unknown fingerprints using the Automated Fingerprint Identification System (AFIS).
- Assist patrol and/or investigative staff as appropriate, including in service of search warrants to recover evidence.
- Prepare various narrative and statistical reports on crime scene processing, evidence collection, property, and evidence storage and custody.

QUALIFICATIONS

To perform this job successfully, the incumbent must be able to perform each of the essential duties satisfactorily. Reasonable accommodations may be made to enable incumbents with disabilities to perform the essential functions. The requirements listed are representative of the knowledge, skill and/or ability required.

Knowledge of:

- State and Federal laws related to the retention and disposition of evidence and property in a law enforcement setting.
- Best practices in law enforcement property room management.

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- Principles and practices of record keeping and reporting.
- Modern office equipment and procedures including use of word processing and spreadsheet applications.
- English usage, spelling, grammar, and punctuation.
- Principles of customer service.
- Local and State laws governing the release and distribution of law enforcement records.
- Proper use of various law enforcement databases and software.

Skills in:

- Interpreting and complying with provisions of applicable codes, ordinances, and regulations related to property room management and police department records.
- Applying laws, regulations, codes, and departmental policies.
- Researching, preparing, and writing clear and concise reports.

Ability to:

- Receive, process, store, document, release, and dispose of evidence and property.
- Effectively maintain control of and account for police property and evidence.
- Maintain a current knowledge of evidence and property storage and release procedures.
- Apply and explain pertinent laws, regulations, policies, and procedures related to property and evidence.
- Understand the criminal and civil judicial systems.
- Respond to requests and inquiries from the general public.
- Safely perform the physical requirements necessary for storing and moving materials.
- Exercise good judgment and maintain confidentiality with critical and sensitive information, records, and reports.
- Organize, prioritize, and follow up on work assignments.
- Work independently and as part of a team.

Police Evidence/ Property Technician II, Additional Knowledge, and Abilities:

- Knowledge of Law enforcement procedures, operations, and regulations. Methods and techniques of photography and photographic equipment and related processing techniques and equipment.

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- Knowledge of Fingerprint identification techniques, comparisons, and classification systems; operation and requirements of the Automated Fingerprint Identification Systems (AFIS) fingerprint recognition system.
- Ability to continuously analyze crime sites or field situations; develop evidence to be processed; identify, interpret, explain, and enforce evidentiary and other police procedures; review and interpret case reports; know and understand the operations of the property and evidence section; identify and locate property and evidence; and always maintain awareness of safety.
- Ability to observe and document details at crime scenes; take accurate measurements; draw detailed and accurate sketches or diagrams that graphically represent evidence and show spatial relationships among items of evidence.
- Ability to collect, process, and analyze evidence without contamination; use testing and photographic equipment commonly used in analyzing physical evidence; take, classify, analyze, and identify fingerprints; use the Automated Fingerprint Identification Systems (AFIS).
- Ability to operate a video and digital camera and other associated equipment at crime scenes and/or in laboratory or office environments; process and digitally archive photographs and video as necessary; care for and maintain equipment.
- Ability to prepare evidence, exhibits, and reports for use in court; provide expert and compelling testimony in court.
- Ability to prepare technical reports on crime scene investigation, property and evidence issues, and operations.

EDUCATION AND EXPERIENCE

- An Associate of Arts degree or above from an accredited college or university with major coursework in general education, criminal justice, business, accounting, or a related field.
 - *Police Evidence/Property Technician I*- Two years of experience in customer service, clerical work, and processing police records is desirable.
 - *Police Evidence/Property Technician II*- Two years of experience as a Police Evidence/Property Technician I or comparable position at another agency.

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CERTIFICATES, LICENSES, REGISTRATIONS

- Must have an acceptable driving record and possess an appropriate California Driver's License.
- Pass criminal/personal history background check prior to hire date.
- Must attend and satisfactorily complete a POST-certified Property Room Management course within one year of hiring. (City to schedule time for this class and cover the costs.)
- Attend and complete other certification programs/classes as assigned to accomplish job duties more effectively.

Police Evidence/Property Technician II, Additional Certificates:

- Possession of a current Basic Fingerprint Certificate.
- Possession of a Crime Scene Investigation Certificate.
- Possession of a Property Evidence Specialist Certificate.

LANGUAGE SKILLS

Ability to read, write, and communicate in English at a level required for successful job performance. Effectively present information and respond to questions from managers, employees, and the general public.

PHYSICAL DEMANDS

- Must be free from any physical, emotional, or mental condition which might adversely affect the ability to perform essential job duties.
- Must be able to sit at a confined workstation for extended periods while performing essential duties.
- Continuously, sit at a desk for long periods. Intermittently twist to reach equipment surrounding the desk, perform simple grasping and fine manipulation, use the telephone, and communicate through written means.
- While performing the duties of this job the incumbent is regularly required to stand, walk, sit, drive, use hands and fingers, handle or feel, reach with hands and arms, grasp, hold, and manipulate tools, and talk and hear. The incumbent is occasionally required to climb, balance, and stoop, kneel, crouch, or crawl and must frequently lift and/or carry up to 20 pounds alone, and up to 40 pounds with assistance. See in the normal visual range with or without correction. Hear in the normal audio range with or without correction.

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MATHEMATICAL SKILLS

Ability to use and understand basic mathematical concepts such as: adding, subtracting, multiplying, and dividing.

REASONING ABILITY

Ability to apply common sense and understanding to carry out instructions furnished in written, oral, or diagram form. Resolve problems involving several known variables in standardized situations using standard industry and departmental processes and/or procedures.

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City of Grass Valley City Council Agenda Action Sheet

Title: Amendments to the Waste Management Franchise Agreement tied to state-mandated implementation of SB 1383, AB 341, and AB 1826 (Recycling and Organic Waste programs)

CEQA: Not a project.

Recommendation: That Council adopt a resolution amending agreement between the City of Grass Valley and Waste Management for solid waste collection.

Prepared by: Zac Quentmeyer, Deputy Public Works Director

Council Meeting Date: 11/26/2024

Date Prepared: 11/20/2024

Agenda: Administrative

Background Information: In 2022, staff began contract amendment negotiations with Waste Management (WM) related to the implementation of SB 1383, AB 341 and AB 1826. A draft amended contract is included as an attachment to this report. Significant contract updates include fee schedule adjustment, compliance language with SB 1383, AB 1826, and AB 341, implementing WM Smart TruckSM technology, transitioning to electric notifications for customer set out violations, and an audit and review of free City services. Additionally, the contract now contains an addendum to include performance standards. Corresponding liquidated damage procedures and amounts have been added relative to specific performance measures.

Expanding collection services related to the new organics program required an adjustment to the fee schedule. Over the past several years, City committees and WM staff have diligently investigated various rate models in a concerted effort to minimize rate increases related to additional services required by SB 1383. After concluding this lengthy investigative process and considering cost, convenience to customers, logistics of implementing the organics collection services, staff recommend for council to replace the existing residential rate structure with a 3-cart bundled service rate model in the amended WM Agreement. This model provides every week garbage and organics collection and every other week recycling collection. Under this bundled model, customers who subscribe to WM services are automatically provided 3 bins (garbage, recycling and organics). Customers will not have the option to opt out of individual services if subscribed to WM services. Residents would have an option to apply for a waiver and choose to self-haul, opting out of all WM services.

Waste Management is prepared to begin delivering organic carts to customers who don't already have one in December. On January 6, 2025, Waste Management will begin the curbside collection of organic waste from residential and commercial customers.

Council Goals/Objectives: High performance government and quality service.

Fiscal Impact: The implementation of SB 1383 is an unfunded state-mandate and requires the City to dedicate staff and general fund money.

Funds Available: Implementation requires the City to fund this effort.

Account #: General Fund

Reviewed by: City Manager

Attachments: Resolution 2024-79 and Draft Contract Amendment

RESOLUTION NO. 2024-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AMENDING THE FRNACHISE AGREEMENT WITH WASTE MANAGEMENT

WHEREAS, the City Council adopted an updated franchise agreement with Waste Management in 2012, and

WHEREAS, amendments and rate modifications to the existing franchise agreement with Waste Management have been negotiated to address the minimum requirements of SB 1383, AB 341 and AB 1826 and establishment of collection programs being January 2025; and

WHEREAS, these revisions have been incorporated into and are now reflected in the proposed Amended Agreement between the parties; and

WHEREAS, since 2022, staff have been working with Waste Management and community stakeholders to identify the most cost-effective solution to the mandated 3 cart collection program and organics waste processing requirements; and

WHEREAS, SB1383 is an unfunded state mandate; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY, as follows:

1. That the foregoing statements are true and correct.
2. That the Amended Agreement between the City of Grass Valley and Waste Management is hereby approved, in substantially the form attached hereto.

PASSED AND ADOPTED as a Resolution by the City Council of the City of Grass Valley at a regular meeting thereof held on the 26th day of November 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jan Arbuckle, MAYOR

APPROVED AS TO FORM:

ATTEST:

Michael G. Colantuono, CITY ATTORNEY

Taylor Whittingslow, CITY CLERK

AMENDED AND RESTATED
FRANCHISE AGREEMENT
BETWEEN THE CITY OF GRASS VALLEY
AND
USA WASTE OF CALIFORNIA INC.,
DBA WASTE MANAGEMENT OF GRASS VALLEY,
FOR COLLECTION OF SOLID WASTE, ORGANIC WASTE, AND
RECYCLABLE MATERIALS

THIS AMENDED AND RESTATED FRANCHISE AGREEMENT (this “Franchise Agreement”) is made and entered into effective as of [REDACTED], 2024 between the City of Grass Valley (the “City”) and USA Waste of California Inc., dba Waste Management of Grass Valley (the “Company”). Unless otherwise specified in this Franchise Agreement, any action authorized, or required to be taken by the City may be taken by the City Council (the “Council”) or by the City Manager.

In consideration of the mutual covenants in this Franchise Agreement, as amended, and restated and intending to be legally bound, the parties agree as follows:

1. DEFINITIONS.

For purposes of this Franchise Agreement the following words or phrases shall have the following meanings.

1.1. **Act.** Act means the California Integrated Waste Management Act of 1989, California Public Resources Code (“PRC”) sections 40000 et seq., as amended, supplemented, superseded, and replaced by the California legislature from time to time. All state code references are to the PRC unless otherwise noted. In the event of any inconsistency between the definitions set forth below and those in the PRC or the California Code of Regulations (“CCR”) related to solid waste the PRC and/or the CCR shall prevail.

1.2. **Applicable Law.** Applicable Law means all laws, ordinances, municipal code, resolutions, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the collection, handling, processing, and disposition of Franchise Materials that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Franchise Agreement.

1.3. **Approved C&D Processing Facility.** Approved C&D Processing Facility means Lockwood Landfill, located at 2700 East Mustang Road, Sparks, NV 89434.

1.4. **Approved Disposal Facility.** Approved Disposal Facility means Lockwood Landfill.

1.5. **Approved Facilities.** Approved Facilities means any one of or any combination of the: Approved C&D Processing Facility; Approved Disposal Facility, Approved Organic Waste Processing Facility; Approved Source Separated Recyclable Materials Processing Facility; and Approved Transfer Facility. City and Company may modify the Approved Facilities upon written agreement.

1.6. **Approved Organic Waste Processing Facility.** Approved Organic Waste Processing Facility means Green Solutions and More (Lincoln, CA), Recology Ostrom Road Landfill (Wheatland, CA), Lockwood Landfill (NV), and Anderson Landfill (CA).

1.7. **Approved Source Separated Recyclable Materials Processing Facility.** Approved Source Separated Recyclable Materials Processing Facility means Sacramento Recovery and Transfer Station (Sacramento, CA) (SRTS).

1.8. **Approved Transfer Facility.** Approved Transfer Facility means McCourtney Road Transfer Station (Grass Valley, CA).

1.9. **Bagster.** A Bagster® is a portable dumpster made of woven material that is approximately 8' long by 4' wide by 2'6" high that will hold up to 3 cubic yards of debris, and up to 3,300 pounds.

1.10. **Bins.** Bins shall mean a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from Company.

1.11. **Blue Container.** Blue Container means a Container into which Customers shall place Recyclable Materials. Recyclable Materials containers placed into service after the Effective Date shall comply with Public Resources Code Section 18982.2(a)(5) requirements for Blue Containers.

1.12. **City Representative.** City Representative means the City Manager, or designee.

1.13. **Cart.** Cart means an industry standard receptacle for disposal of Franchise Materials, in a range of sizes including approximately 35, 64, or 96 gallons. A Cart will have wheels, a handle for ease of movement and a fitted, attached lid, and is designed to be dumped mechanically into a Solid Waste, Organic Waste or Recyclable Materials collection vehicle.

1.14. **CCR.** CCR has the meaning provided in Section 1.1.

1.15. **Collection or Collection Service.** Collection or Collection Service shall mean all or any part of the activities involved in the collection of Franchise Materials and

its transportation to a Disposal Site or Processing Site.

1.16. **Commercial Business or Commercial.** “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility, as defined in 14 CCR Section 18982(a)(6), with the exception that Multi-Family Dwellings are excluded from the definition of Commercial Business for the purposes of this Franchise Agreement.

1.17. **Compactor.** Compactor means a compacting unit that loads a detachable or non-detachable Bin or Debris Box. The detachable or non-detachable Bin or Debris Box serves as a receptacle of Solid Waste, and has a capacity of one (1) cubic yard or larger. The Bin or Debris Box is picked up by a collection vehicle for emptying at a separate location.

1.18. **Company Service Fee.** Company Service Fee means the compensation provided to the Company for services performed pursuant to this Franchise Agreement.

1.19. **Construction and Demolition Debris or C&D.** Construction and Demolition Debris or C&D has the meaning provided in Title 14, Division 7, Section 17388(c) of the CCR or successor laws and regulations as may be amended from time to time, but not including any Excluded Waste.

1.20. **Container.** Container means a Bin, Cart or Debris Box.

1.21. **Contamination.** Contamination means the presence of Prohibited Container Contaminants in any Container. For purposes of Section 6.1, (a) a Recyclable Materials container will have Contamination if there is more than 10% non-Recyclable Materials or any amount of Excluded Waste, and (b) an Organic Waste container will have Contamination if there is more than 3% non-Organic Waste or any amount of Excluded Waste.

1.22. **CPI Adjustment.** CPI Adjustment means the annual Service Rate adjustment as specified in Section 8.2.

1.23. **CPI Change.** CPI Change is defined in Section 8.2.

1.24. **Curb or Curbside.** Curb or Curbside shall mean that part of the homeowner’s property within five feet of the Public Street or alley without blocking sidewalks, driveways or on-street parking. If extraordinary circumstances preclude a location, Curbside shall be considered a placement suitable to the resident convenient to the Company's equipment, and mutually agreed to by the homeowner and the Company.

1.25. **Customer.** Customer means an individual or entity that subscribes for and receives Franchise Services provided by the Company. Customer shall also mean the

person, organization or corporation receiving Disposal service for Franchise Materials to which billing statements are sent. Customer also means those Generators of Organic Waste or Recyclable Materials in the Service Area to whom the Company provides and the Customer pays for Collection Service under this Franchise Agreement.

1.26. **Debris Box.** Debris Box means a receptacle for Solid Waste and C&D having a capacity of greater than six (6) cubic yards that is picked up in its entirety by a dedicated truck for emptying at a separate location. Also known as a roll-off box or drop box.

1.27. **Discarded Materials.** Discarded Materials means Franchise Materials set out for collection by Company.

1.28. **Disabled Customer.** Disabled means a Residential Customer who is disabled as a doctor's certification that is no more than 12 months old certifying he or she is eligible for a California Disabled Person Parking Placard or Disabled Person License Plate, and who provides a signed affidavit stating that no able-bodied person resides on the premises.

1.29. **Extraordinary Adjustment.** Extraordinary Adjustment is defined in Section 8.3.

1.30. **Disposal.** Disposal has the meaning provided in PRC Section 40120.1 or successor laws and regulations as may be amended from time to time.

1.31. **Disposal Fees.** Disposal Fees shall mean the charges imposed by the Disposal Site.

1.32. **Disposal Site.** Disposal Site has the meaning provided in PRC Section 40122 or successor laws and regulations as may be amended from time to time.

1.33. **Effective Date.** Effective Date means July 1, 2025, the date that Franchise Services shall commence under this Franchise Agreement as amended.

1.34. **Environmental Law.** Environmental Law means any statute, ordinance or regulation relating to pollution or protection of human health or the environment (including ambient surface water, ground water, land surface or subsurface strata).

1.35. **Electronic Waste.** Electronic Waste means discarded electronic equipment including, but not limited to, televisions, computer monitors, central processing units (CPUs), laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Waste or components thereof may be Hazardous Waste or include Hazardous Substances and thus require special handling, Processing, or Disposal.

1.36. **Excluded Waste.** Excluded Waste means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Approved Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in the Company's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the Company or Jurisdiction to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in SFD or MFD Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

1.37. **Food Scraps.** Food Scraps means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

1.38. **Franchise.** Franchise means the rights granted to the Company under the terms and conditions of this Franchise Agreement.

1.39. **Franchise Fee.** Franchise Fee means an amount paid to the City by Company for the right to provide Collection Services as further agreed in Section 3.1 of this Franchise Agreement.

1.40. **Franchise Materials.** Franchise Materials means all Solid Waste, Recyclable Materials, Construction & Demolition Debris and Organic Waste generated in the Service Area, except as provided in Section 2.3. At the Company's option, "Franchise Materials" shall also include any other materials that can now or in the future be disposed of in Class III landfills. It is the intention of the Parties to maximize the scope of the Company's exclusive franchise within the Service Area by including within the definition of "Franchise Materials" those materials that can be safely Collected, Transported, Disposed of or Processed using commercially reasonable methods.

1.41. **Franchise Services.** Franchise Services means all of the duties and obligations of the Company hereunder as stated in this Franchise Agreement.

1.42. **Generator.** Generator has the meaning used in the laws governing Hazardous Waste, but applies in this Franchise Agreement not only to Hazardous Waste but also to all other materials. City is not a "generator" or "arranger" as those terms are used in the context of CERCLA Section 107(a)(3), and that it is Company, not City, which is "arranging for" the collection, transport, recycling and disposal of Franchise Materials.

1.43. **Gray Container.** Gray Container means a Container into which Customers shall place Gray Waste and no Contamination. Gray Containers placed into service after the Effective Date shall comply with Public Resources Code Section 18982(a)(29) requirements for Gray Containers.

1.44. **Gray Waste.** Gray Waste means Solid Waste, excluding Organic Waste, Recyclable Materials and Excluded Waste.

1.45. **Green Container.** Green Container means a Container into which Customers shall place Organic Waste and no Contamination. Organic Waste containers placed into service after the Effective Date shall comply with Public Resources Code Section 18982(a)(29) requirements for Green Containers.

1.46. **Green Waste.** Green Waste means all tree and plant trimmings, grass cuttings, dead plants, weeds, leaves, branches, and similar materials that fit into a Green Waste Cart, but not including Excluded Waste or items with a diameter greater than 10 inches.

1.47. **Gross Revenues.** Gross Revenues has the meaning provided in Section 3.1.1.

1.48. **Hazardous Substance.** "Hazardous Substance" shall mean any of the following: (a) any substance defined, regulated or listed (directly or by reference) as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601, et seq.; (ii) the Hazardous Materials Transportation Act, 49 USC Section 5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; (iv) the Clean Water Act, 33 USC Section 1251, et seq.; (v) California Health and Safety Code Sections 25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC Section 7401, et seq.; and (vii) California Water Code Section 13050; (b) any amendments, rules, or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereinafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other applicable federal, State, and local environmental laws currently existing or hereinafter enacted, including without limitation, friable asbestos, polychlorinated biphenyl ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

1.49. **Hazardous Waste.** "Hazardous Waste" or "Hazardous Wastes" means any waste which meets the definitions set forth in 22 CCR Section 66261.3, et seq. and is required to be managed; as defined in 14 CCR Section 17402(a)(7). Hazardous Waste includes hazardous wood waste, which means wood that falls within the definition of "treated wood" or "treated wood waste" in 22 CCR Section 67386.4, as

defined in 14 CCR Section 18982(a)(30.5).

1.50. **Inaccessible Area.** Inaccessible Area shall mean any road, alley or property that does not allow safe access, turn-around, or clearance for standard collection vehicles.

1.51. **Liquidated Damages.** Liquidated Damages shall mean the amount due by Company for failure to meet specific quantifiable standards of performance as described in Section 12.5 and Exhibit 5.

1.52. **Medical and Infectious Waste.** Medical Waste or Infection Waste means any Solid Waste that is generated or has been used in the diagnosis, treatment, or immunization of human beings or animals, or research pertaining thereto, and shall include, but not be limited to, biomedical, biohazardous and medical waste, or other Solid Waste resulting from medical activities or services as defined by any State or federal law or regulation, all as currently enacted or subsequently amended.

1.53. **Multi-Family Dwelling or MFD.** Multi-Family Dwelling or MFD means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family Dwelling do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Premises. References to "Multi-Family Dwelling Unit" refer to an individual residential unit of the Multi-Family Dwelling.

1.54. **Organics Commencement Date.** Organics Commencement Date means on or before March 1, 2025, or the date on which the McCourtney Road Transfer Station improvements are completed, whichever is later, on which all services related to Organic Waste collection shall commence. City and Company may agree in writing on an earlier Organic Commencement Date with respect to Commercial Customers.

1.55. **Organic Waste.** Organic Waste means Food Waste and Green Waste.

1.56. **Owner.** Owner shall mean the person, organization or corporation holding legal title to the real property constituting a Commercial or Residential Premises to which Collection Service for Franchise Materials is provided. For the purposes of provisions in this Franchise Agreement pertaining to the sending of notices, billings or other communications by Company to an Owner, Company may regard as Owner the person, organization, corporation or other entity shown in the records of the assessor of Nevada County or as may be indicated documents recorded in the Nevada County Clerk-Recorder's Office.

1.57. **Parties.** Parties mean and the Company.

1.58. **PRC.** PRC has the meaning provided in Section 1.1.

1.59. **Private Drive(s).** Private Drive(s) shall mean a privately owned or maintained way serving less than one Residence for every 100 yards distance.

1.60. **Private Road(s).** Private Road(s) shall mean a privately owned or maintained way that allows for access by a small wheel base service truck and which serves four or more Residences.

1.61. **Process, Processed, or Processing.** "Processing" means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, as defined in 14 CCR Section 17402(a)(20).

1.62. **Prohibited Container Contaminants.** "Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Blue Container that are not identified as acceptable Recyclable Materials; (ii) Discarded Materials placed in the Green Container that are not identified as acceptable Organic Waste; (iii) Discarded Materials placed in the Gray Container that are acceptable Recyclable Materials and/or Organic Waste; and (iv) Excluded Waste placed in any Container.

1.63. **Public Street(s).** Public Street(s) shall mean a public way used for public travel.

1.64. **Quarterly Remittance.** Quarterly Remittance is defined in Section 3.1.

1.65. **"Recyclable Construction and Demolition Debris" or "Recyclable C&D".** "Recyclable Construction and Demolition Debris" or "Recyclable C&D" means Construction and Demolition Debris or C&D that is disposed of in a Cart or Debris Box or other receptacle that contains no more than 10% non-Recyclables.

1.66. **Recycle/Recycling.** "Recycle" or "Recycling" means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. Recycling includes processes deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

1.67. **Recyclable Materials, Recyclables.** Recyclable Materials or Recyclables means the materials described as such in Exhibit 1.

1.68. **SB 1383.** "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing

methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

1.69. **SB 1383 Regulations.** “SB 138 Regulations” or “SB 1383 Regulatory” refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

1.70. **Self Haul.** Self Haul means the transport of Franchise Materials from a Residential or Commercial Premises, where the materials being generated are taken directly to an authorized landfill or transfer station. The transport must be accomplished by the resident Owner or commercial/business/industrial entity that generates the Franchise Materials and may not be transported by a company, agent or other third-party hired for such use except as provided in Section II.C. of this Franchise Agreement.

1.71. **Service Area.** Service Area shall mean the jurisdictional boundary of the City including all areas hereafter annexed or otherwise added to the territorial limits of the City.

1.72. **Service Rates.** Service Rates means the Company Service Fees for Franchise Service billed and collected by the Company from each Customer receiving service under this Franchise as provided in Section 8. The Service Rates include the Franchise Fee. The initial Service Rates are set forth in Exhibit 2.

1.73. **Single-Family or Single-Family Dwelling (SFD).** “Single-Family” or “Single-Family Dwelling” or “SFD” means any residential premises in the Service Area with less than five (5) units.

1.74. **Signature Date.** Signature Date means the date of execution of this Franchise Agreement by both Parties.

1.75. **Solid Waste.** Solid Waste shall mean and include all Solid Waste as defined in PRC Section 40191 and regulations or successor laws and regulations as may be amended from time to time generated within the Service Area that can be disposed of in Class III landfills.

1.76. **Special Services.** Special Services are specific service-related activities, including without limitation lock, gate, and long walk services, or other services that is provided by the Company to Customers for which the Company may charge an additional Fee, with prior notice to the City.

1.77. **Special Waste.** Special Wastes include flammable waste, waste transported in a bulk tanker, liquid waste, sewage sludge, pollution control process waste, residue and debris from the cleanup of a hazardous material spill or release of chemical substances, commercial products or any other Special Wastes; contaminated

soil, waste, residue, debris and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, Recycling, reclamation, or Disposal of any other Special Wastes; dead animals, manure, waste water, explosive substances, and radioactive substances.

1.78. **State.** State means the State of California.

1.79. **Ton.** Ton means a “short ton” of 2,000 pounds.

1.80. **Transport.** Transport means the hauling of Franchise Materials to a Disposal Site.

1.81. **Uncontrollable Circumstances.** Uncontrollable Circumstances are any acts of God, such as landslides, lightning, fires, storms, floods, pestilence, freezing, and earthquakes; pandemics, epidemics, or the threat thereof, explosions, sabotage, civil disturbances, acts of a public enemy, wars, blockades, riots, labor unrest, eminent domain, condemnation or other taking, or other events of a similar nature, not caused or maintained by the City or Company, which event is not reasonably within the control of excuse from its obligations due to such event, to the extent event has a material adverse effect on the ability of a Party to perform its obligations thereunder. Events which could have been prevented by reasonable precautions, including compliance with agreements and applicable laws, shall not be considered an Uncontrollable Circumstance. Labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action lawfully conducted by the Company's employees or lawfully directed at the Company, or a subsidiary, are not considered Uncontrollable Circumstances, but shall excuse performance to the extent provided in Section 10.5.

2. GRANT OF EXCLUSIVE AGREEMENT.

2.1. SCOPE OF EXCLUSIVE FRANCHISE.

2.1.1. City hereby grants to Company, for the term hereinafter set forth, the exclusive right and privilege to collect and transport to any legally authorized Disposal Site or Processing Site all Franchise Materials and, to the extent permitted by Applicable Law, unless otherwise exempt from Collection pursuant to the terms and conditions of Section 2.3 of this Franchise Agreement.

2.1.2. The Company shall have the right to select the transfer station, Disposal Site (which must be a Class III disposal site), and Processing Site for Franchise Materials. The Company may change the Disposal Site at any time, with ninety (90) days' written notice to City. As of the Effective Date, Franchise Materials will be transported to the McCourtney Road Transfer Station, from where they will be transported for subsequent disposal or processing.

2.2. **COMPANY RESPONSIBILITY.** The Company hereby accepts and

assumes responsibility to perform and fulfill all the terms, covenants, conditions, and obligations required under this Franchise Agreement. Company agrees to perform all of its obligations under this Franchise Agreement for the term hereof. Company shall furnish all the labor and equipment necessary for the Collection, Transport, and Disposal or Processing of all Franchise Materials, subject to the terms, conditions and provisions of this Franchise Agreement.

2.3. EXCEPTIONS TO FRANCHISE. The following services and materials are expressly excluded from this Franchise Agreement. However, the granting of this Franchise shall not preclude an Owner or Customer from contracting for the categories of services and materials described below to be delivered to, collected and/or transported by the Company or others, provided that nothing in this Franchise is intended to or shall be construed to excuse any person from any authorization from the City which is otherwise required by law.

2.3.1. Compactors for Recyclables. Rental, lease or sale of Compactors, provided that the Company shall have the exclusive right to provide hauling services for Compactors unless used exclusively for the collection of Recyclable Materials, including Recyclable C&D, in which at least ninety-five percent (95%) of each load is actually Recycled and for which the Generator receives a net payment. For purposes of this provision, "net payment" shall include and offset any sums of money or service fees paid or owed to the person(s) or entity(ies) providing hauling and collection services for Recyclable Materials, including Recyclable C&D. This provision does not allow persons or entities to collect an additional fee or otherwise earn a profit for providing hauling and collection services for Recyclable Materials, including Recyclable C&D.

2.3.2. Self-Hauling. Self-Haul materials, which are delivered by a person or entity directly to a disposal facility. Persons or entities cannot subcontract any portion of the Self-Haul to any entity other than the Company. This provision does not allow persons or entities to purchase, borrow or rent Bins or Carts or other containers and have them collected by a third-party.

2.3.3. Incidental Hauling. Materials which would otherwise constitute Franchise Materials that are removed from a premise by a company as an incidental part of a gardening, landscaping, tree trimming, cleaning, maintenance, construction, handyman, tractor or similar service offered by that company rather than as a waste hauling service. This provision does not allow the hauling of materials by any business hired solely for the purposes of hauling and/or removal of debris.

2.3.4. Construction and Demolition Debris. Construction and Demolition Debris materials removed from a work or construction/demolition site by a company or business generating the C&D and Self Hauled or incidentally hauled as provided in Section 2.3.3.

2.3.5. Recyclable C&D. Recyclable C&D, in which at least ninety-five percent (95%) of each load is actually Recycled and for which the Generator receives a

net payment. For purposes of this provision, “net payment” shall include and offset any sums of money or service fees paid or owed to the person(s) or entity(ies) providing hauling and collection services for Recyclable C&D. This provision does not allow persons or entities to collect an additional fee or otherwise earn a profit for providing hauling and collection services for Recyclable C&D.

2.3.6. Residential Recyclables. Recyclable Materials donated or sold by Residential Customers to any party of their choice, in which at least ninety-five percent (95%) of each load is actually Recycled, and not disposed of, and for which the Generator receives a net payment. For purposes of this provision, “net payment” shall include and offset any sums of money or service fees paid or owed to the person(s) or entity(ies) providing hauling and collection services for Recyclable Materials. This provision does not allow persons or entities to collect an additional fee or otherwise earn a profit for providing hauling and collection services for Recyclable Materials.

2.3.7. Commercial Recyclables. Recyclable Materials donated or sold by Commercial Customers to any party of their choice, in which at least ninety-five percent (95%) of each load is actually Recycled, and not disposed of, and for which the Generator receives a net payment. For purposes of this provision, “net payment” shall include and offset any sums of money or service fees paid or owed to the person(s) or entity(ies) providing hauling and collection services for Recyclable Materials. This provision does not allow persons or entities to collect an additional fee or otherwise earn a profit for providing hauling and collection services for Recyclable Materials.

2.3.8. Governmental Entities. The Company's exclusive Franchise in this Franchise Agreement shall not include governmental entities if and to the extent the City has no legal power to include them in the exclusive Franchise.

2.4. **TERM OF AGREEMENT**. The term of this Franchise Agreement shall commence on the Effective Date and end on June 30, 2032. The parties may agree in writing to extend the term of this Franchise Agreement for additional five (5) year terms.

2.5. **TITLE TO FRANCHISE MATERIALS**. It is expressly understood that all Franchise Materials collected under this Franchise shall remain the property of the Customer until such time as they are collected for Disposal or Processing. That ownership shall transfer to Company once the Franchise Materials are collected. The Company is hereby granted the right to retain, dispose of and otherwise use such Franchise Materials, or any part thereof, in any fashion or for any lawful purpose desired by the Company, and to retain any benefit or profit resulting therefrom.

2.6. **ANTI-SCAVENGING ENFORCEMENT**. The City will cooperate with the Company in the Company's enforcement of the exclusive rights granted to the Company in this Franchise Agreement and anti-scavenging laws, including without limitation the institution of civil actions against a person or entity alleged to have violated the exclusive rights created in this Franchise Agreement or the anti-scavenging provisions of Public Resources Code Section 41950 (which provides for treble damages, as

measured by the value of the material removed, or a civil penalty of not more than \$2,000.00, whichever is greater, for each unauthorized removal, in accordance with Public Resources Code Section 41953). If City is required to take administrative, law enforcement, or other legal action against any person who infringes on the Company's exclusive rights, the Company shall reimburse the City for all reasonable costs, staff time and legal costs related to any such action. Nothing herein precludes the Company from taking such legal action against third parties as it deems appropriate to protect the exclusive nature of its franchise.

3. FRANCHISE FEE.

3.1. CITY FRANCHISE FEE.

3.1.1. Company will pay City ten percent (10%) of all revenues collected by the Company resulting from the full amount of the Service Rates for the exclusive Collection Services provided by the Company on or after the Effective Date of this Franchise Agreement within the Service Area, but excluding revenue for services provided by the Company prior to the Effective Date and from services other than Collection Services, non-exclusive or excepted services, exempt materials, or sales of processed materials (collectively, "Gross Revenues"). If the Franchise Fee is increased after the date of this Franchise Agreement, the Service Rates shall be adjusted in the same manner as adjustments for increases in Disposal Fees as provided in Section 8.4.

3.1.2. The Franchise Fee shall be computed and paid on the basis of the Company's cash receipts from Gross Revenues after the Effective Date of this Franchise Agreement. Company shall make payments to City on a quarterly basis within 30 days following the completion of each calendar quarter ("Quarterly Remittance"). The Company shall remit the Franchise Fee as part of the Quarterly Remittance.

3.1.3. Payment schedule and late fees. Within thirty (30) calendar days of the end of each calendar quarter, following the Commencement Date, Company shall remit to the City all fees as described in this section. If such remittance is not paid to the City on or before the thirtieth (30th) calendar day following the end of a calendar quarter, all fees due shall be subject to a delinquency penalty of one and one-half percent (1.5%), which attaches on the first day of delinquency. The delinquency penalty shall be increased an additional one and one-half percent (1.5%) for each additional month the payment remains delinquent up to the amount authorized by law. Each quarterly remittance to the City and individual Customers shall be accompanied by a statement listing the amount of each fee paid; calculation of each fee; and, statement of Gross Revenues, by type for the period collected from all operations conducted or permitted by this Franchise Agreement. The City may, at any time during the term of this Franchise Agreement, request a detailed calculation of Gross Revenues which may include, but is not necessarily limited to, the number of Customers charged at each service level and rate charged for each billing period. The City may, at any time during the term of this Franchise Agreement, perform an audit of Company's billings and

payment of fees. Company shall cooperate with the City in any such audit. Should City perform this review and identify billing errors or other errors in payment of fees valued at one (1) percent or more of Gross Revenues, Company shall, in addition to compensating the City and individual customers as applicable for lost fees, reimburse the City's cost of the review.

3.1.4. In the event the Franchise Fee or any other fee under this Franchise Agreement is determined by a court to be invalid or unenforceable, in whole or in part, City and Contractor will, as promptly as reasonably practicable following such court decision, meet and confer to negotiate in good faith and using reasonable efforts to agree upon adjustments to each of the Service Rates, which adjustments shall in the aggregate, as applied to collection services, equal the amount of the City fees determined to be invalid or unenforceable. To the extent the Customers are entitled to a reimbursement of any such fees, City will directly reimburse such Customers such City fees to the extent the same have been paid by such Customers either directly or indirectly (through Company) to the City.

3.1.5. **UNDER AND OVER PAYMENTS.** If the Company fails to pay the entire amount of compensation due the City through error or otherwise, the difference due the City shall be paid by the Company within thirty (30) days from discovery of the error or determination of the correct amount. Any overpayment to the City through error or otherwise shall be offset against the next payment due from the Company.

3.2. **FINANCIAL REVIEW.** The relevant books and records of the Company shall be subject to review and inspection for the purpose of reviewing billing operations, accounts receivable and customer service, by either party, its auditors or other agents, at any reasonable time upon reasonable notice.

4. **SERVICES OF COMPANY.**

4.1. **SERVICES PROVIDED BY COMPANY.** The Company shall, in accordance with the terms of this Franchise Agreement, Applicable Law and best industry practices, provide all labor, materials, facilities, services and equipment necessary to Collect, Process, Recycle or Dispose of (as appropriate), market and transport all set out Franchise Materials.

4.2. **CONTAINERS.**

4.2.1. Company shall deliver Containers (Gray, Blue, and Green, as applicable) to new Customers within seven (7) working days after notice. Company will own all such Containers. All Containers placed in service after the Effective Date shall comply with color and labeling requirements specified in 14 CCR Section 18984.7 and 14 CCR Section 18984.8 respectively, provided that all Containers in service will comply with the applicable color requirements by January 1, 2036.

4.2.2. Company will repair or replace Containers that are damaged. Such

repair or replacement shall occur within seven (7) days after receiving notice from the Customer or City. Company may bill Customers for Container repair or replacement costs, unless damage is the result of normal wear and tear or Company mishandling.

4.2.3. Company will replace lost or stolen Containers. Such replacement shall occur within seven (7) days after receiving notice from the Customer or City. One free Cart replacement shall be provided every four years. Company will bill Customers for additional replacements based on actual costs of Carts and delivery, unless such replacement is the result of Company damaging the Cart.

4.2.4. Customers may request a change in Container size once every twelve (12) months, at no cost.

4.2.5. Customer may not, itself or by others, mechanically compact materials in Company-owned containers except with Company-provided compaction devices.

4.3. **SOLID WASTE COLLECTION.**

4.3.1. Commercial Premises and Multi-Family Dwellings. Company shall provide Containers (Carts or Bins) to all Commercial Premises and Multiple-Family Dwellings in the Service Area, into which Solid Waste shall be placed by the Customer for Collection by Company. The size of Container(s) and the frequency of their collection (which shall not be less than once a week) shall be determined between the Customer and Company. Containers shall be placed on hard surface locations which are accessible to Company and consistent with applicable municipal code and development approvals. Bins supplied by Company shall at all times be maintained by Company in a well-kept appearance. Front load bins must be maintained with lids. Customers shall be responsible for sanitation and deodorizing of such Bins; provided, however, Company shall provide Bin cleaning service at the request of the Customer for a fee. The initial delivery of such Bins and Carts shall occur as provided in accordance with the implementation schedule agreed upon by the Parties.

4.3.2. Single-Family Dwellings. Company shall provide Carts to all Single-Family Dwellings in the Service Area, into which Solid Waste shall be placed by the Customer for Collection by Company. Customers may select the size of Cart, though 64-gallon Carts shall be the default size. The frequency of collection shall be once per week. Customers may request additional Solid Waste Carts, in which case an additional fee set forth in Exhibit 2 shall apply.

4.3.3. City Solid Waste Service. Company will provide the City Solid Waste services as provided for in Exhibit 4.

4.3.4. Hours of Collection. Collection Service of all Bins and Carts shall not start before 5:00 a.m. for commercial and 6:00 a.m. for residential or continue after 6:00 p.m., subject to change by action of the City Council.

4.3.5. Company Assisted Service. For a Disabled Customer who subscribes for Collection Services, the Company will provide backyard service at the existing Cart service rate. The Company will have no obligation to provide service for a driveway that is longer than 50 feet or for more than a single Cart.

4.4. **RECYCLABLE MATERIALS COLLECTION.**

4.4.1. Commercial Premises and Multi-Family Dwellings. Unless an exception applies under Section 2.3, Company shall provide Containers (Carts or Bins) to all Commercial Premises and Multi-Family Dwellings in the Service Area, into which they shall place Recyclables for Collection by Company. The size of Container(s) and the frequency of their collection (which shall not be less than once a week) shall be determined between the Customer and Company. Containers shall be placed on hard surface locations which are accessible to Company and consistent with applicable municipal code and development approvals. Bins supplied by Company shall at all times be maintained by Company in a well-kept appearance. Front load bins must be maintained with lids. Customers shall be responsible for sanitation and deodorizing of such Bins; provided, however, Company shall provide Bin cleaning service at the request of the Customer for a fee. The initial delivery of such Bins and Carts shall occur as provided in accordance with the implementation schedule agreed upon by the Parties.

4.4.2. Single-Family Dwellings. Company shall provide Carts to all Single-Family Dwellings in the Service Area, into which Recyclables shall be placed by the Customer for Collection by Company. Customers may select the size of Cart, though 96-gallon Carts shall be the default size. The frequency of collection shall be every other week. Customers may request additional Recyclables Carts. One additional Cart shall be provided and serviced at no additional charge. More than one additional Cart shall be provided and services for an additional fee set forth in Exhibit 2 shall apply.

4.4.3. Collection Days and Times. To the maximum extent possible, Collection of Recyclables from all SFD Customers shall be made on a regular schedule on the same day as Solid Waste collection. Collection from Commercial Premises shall be made on a regular schedule.

4.4.4. Construction and Demolition. The Company shall encourage builders and demolition companies to source-separate their C&D for future recycling. Prior to disposal, Company shall have the right to salvage C&D collected pursuant to this Franchise Agreement and to retain funds derived therefrom.

4.4.5. Materials to be Recycled. Company shall collect and Recycle all of the materials listed in Exhibit 1.

4.5. **ELECTRONIC WASTE AND EXCLUDED WASTE COLLECTION.** Three times each year on days mutually selected by the City and Company, Company shall

conduct an E-Waste/Electronic Waste and shred event where Customers may Dispose of E-Waste and Excluded Waste at no charge. The location of the event shall be determined by mutual agreement of the City and Company.

4.6. GREEN WASTE (OR ORGANIC WASTE) COLLECTION

4.6.1. Commercial Premises and Multi-Family Dwellings. Company shall provide Carts or Bins to all Commercial Premises and Multiple-Family Dwellings in the Service Area, into which Organic Waste shall be placed by the Customer for Collection by Company. The size of Cart(s) and the frequency of their collection (which shall not be less than once a week) shall be determined between the Customer and Company. Containers shall be placed on hard surface locations which are accessible to Company and consistent with applicable municipal code and development approvals. Bins supplied by Company shall at all times be maintained by Company in a well-kept appearance. Front load bins must be maintained with lids. Customers shall be responsible for sanitation and deodorizing of such Bins; provided, however, Company shall provide Bin cleaning service at the request of the Customer for a fee. The initial delivery of such Bins and Carts shall occur as provided in accordance with the implementation schedule agreed upon by the Parties.

4.6.2. Single-Family Dwellings. Company shall provide Carts to all Single-Family Dwellings in the Service Area, into which Organic Waste shall be placed by the Customer for Collection by Company. Customers may select the size of Cart, though 64-gallon Carts shall be the default size. The frequency of collection shall be once every week. Customers may request additional Organic Waste Carts, in which case an additional fee set forth in Exhibit 2 shall apply.

4.6.3. Hours of Collection. Collection Service of all Bins and Carts shall not start before 5:00 a.m. for commercial and 6:00 a.m. for residential or continue after 6:00 p.m., subject to change by action of the City Council. Company shall notify the City within twenty-four (24) hours when Organic Waste Services have been delayed. Organic Waste Carts shall be collected using an automated collection system. The standard service level for SFD Customers shall be the same as their Solid Waste Cart.

4.6.4. Company Assisted Service. For a Disabled Customer who subscribes for Collection Services, the Company will provide backyard service at the existing Cart service rate. The Company will have no obligation to provide Organic Waste service for a driveway that is longer than 50 feet or for more than a single Cart.

4.6.5. Christmas Trees. Company shall collect un-flocked Christmas trees at the curbside cut up and placed in their Organic Waste cart on the regular day of Collection Service on a schedule mutually agreed upon with the City. Customers will also have the option to drop off trees at a central location at no cost to the City or Customers on a schedule mutually agreed upon with the City.

4.7. **OVERAGE**. "Overage" is defined as (i) Solid Waste, Recyclable Material,

or Organic Waste exceeding its container's intended capacity such that the lid is lifted by 6 inches or more (or would be lifted by six (6) inches or more if there was a lowered lid), or (ii) Solid Waste, Recyclable Material, or Organic Waste placed on top of or in the immediate vicinity of the container. Company is not obligated to collect Overage, unless caused by Company spillage of non-overloaded containers during collection. If Company elects to collect Overage, it may charge the customer the Overage Rate set forth in Exhibit 2. Company will provide photographic evidence of the Overage to customer upon their request. If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Solid Waste, Recyclable Material, or Organic Waste), and Company has photographic evidence of each instance, Company may increase the customer's service level (i.e., larger container or more frequent service) to mitigate the Overage, and may increase the charges to such customer according to the increased service level. After twelve (12) months of having no Overage incidents, the Customer may request to revert to their previous service level.

5. PUBLIC EDUCATION AND OUTREACH

5.1. Company shall submit a public education and outreach plan to the City annually that meets the mutual goals and requirements of the Parties and applicable law. The plan shall include, but is not limited to, distribution of billing inserts and flyers; distribution of posters and flyers to schools, community centers, libraries, and other facilities; speeches and slideshows to schools; preparation of community service announcements; and displays at community events, festivals, and similar activities. The City shall approve the plan prior to implementation; such approval will not be unreasonably withheld or delayed. Company's annual budget for public education and outreach will be \$15,000. If the City and Company agree that Company will spend more than that, then such additional amount will be recovered by Company through an adjustment to Company's customer rates. Company and City may amend an annual public education and outreach plan at any time.

5.1.1. **Program Objectives.** Company's public education and outreach strategy shall focus on improving Customer understanding of the benefits of and opportunities for source reduction, reuse, Recycling, and composting. In general, Company-provided public education and outreach should: (i) inform Customers about the services that are provided under this Franchise Agreement with specific focus on describing the methods and benefits of source reduction, reuse, Recycling, and composting, (ii) instruct Customers on the proper method for placing materials in Containers for collection and setting Containers out for collection with specific focus on minimizing Contamination of Recyclable and Organic Waste, and (iii) clearly define the Excluded Waste and educate Customers about the hazards of such materials and their opportunities for proper handling.

5.1.2. **Coordination with City and County's Educational Efforts.** Company acknowledges that it is part of a multi-party effort to operate and educate the public about the regional integrated waste management system. Company shall cooperate and coordinate with the City and County of Nevada as applicable, to

minimize duplicative, inconsistent, or inappropriately timed education campaigns. Company is aware that the County is responsible for regional public education and outreach for schools, self-hauled waste, and home Composting. Company shall not engage in public education and outreach around these subjects without coordination with and approval of the City, as applicable. Company shall allow the City a reasonable opportunity to review, request modifications to, and approve all public education materials including, but not limited to: print, radio, television, or internet media before publication, distribution, and/or release. The City shall have the right to request that Company include the City's and/or County's identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld.

6. SB 1383 REQUIREMENTS.

6.1. **CONTAMINATION MONITORING.** Company and the City anticipate that Customers will participate in Company's Recyclable Material and Organic Waste programs in a manner so as not to result in Contamination. The City and the Company agree to utilize the following procedures to assist in minimizing Contamination.

6.1.1. Review Period. For purposes of Section 6.1, a "Review Period" will commence when a Customer has a Contamination occurrence, and will continue until twelve months after the latest Contamination occurrence. For example, if a Customer has a Contamination occurrence on June 1, 2025, and has no further occurrences of Contamination for twelve months thereafter, the Review Period would be June 1, 2025 – May 31, 2026. If, however, the Customer had Contamination occurrences on June 1, 2025 and September 1, 2025, and no further Contamination occurrences prior to September 1, 2026, then the Review Period would be June 1, 2025 – August 31, 2026.

6.1.2. First, Second and Third Occurrences. For the first, second and third occurrences within a Review Period, where the Company documents that a particular Customer has a Recyclable Materials or Organic Waste Container with Contamination, the Company shall service the Recyclable Materials or Organic Waste Container, unless Excluded Waste is identified. The Company must notify the Customer in writing (U.S. mail, e-mail, other electronic means) and provide the following information:

- the date Contamination was present in the Container;
- photographic evidence of the violation(s);
- a description of the materials that are appropriate for collection in the Container;
- an explanation that subsequent incidents of Contamination may result in non-collection, the imposition of a contamination service charge, and where warranted, requiring additional or larger-sized collection Containers; and
- a phone number to contact the Company to obtain additional information and/or receive responses to questions the Customer may have.

6.1.3. Fourth and Subsequent Occurrences. For the fourth and subsequent occurrences within a Review Period, where the Company documents that a particular Customer has a Recyclable Materials or Organic Waste container with Contamination, the Company may refuse collection or service the Recyclable Materials or Organic Waste container and/or charge the premises a Contamination fee in the amount set forth on Exhibit 2. In addition, the Company may, as reasonably required to prevent future incidents of Contamination: (i) deliver additional or larger containers to the premises, or require additional weekly collections and charge the premises for such increased or additional services at the rate set forth on Exhibit 2; (ii) for customers receiving Bin service, install locking Bins and charge the customer for such in accordance with Exhibit 2; or (iii) remove the offending Container. Any increased capacity or collection frequency, or the removal of an offending Container, will remain in effect until the Company determines that it is no longer needed to prevent Contamination. After twelve (12) months of having no Contamination incidents, the Customer may request to revert to their previous service level.

6.1.4. At the end of a Review Period, the number of "Contamination occurrences" for purposes of Sections 6.1.2 and 6.1.3 shall be reset to zero.

6.1.4.1. At least ten (10) days prior to taking the actions described in 6.1.1 or 6.1.2 above, the Company's representative shall contact the customer by phone, text, other electronic means, U.S. mail, e-mail or in person to confirm that customer has the appropriate level of service. The Company shall notify the City within five (5) business days of taking these actions. The City will consider, and pursue as applicable, appropriate legal remedies against offending customers in order to secure discontinuance of Contamination. All City costs of pursuing such remedies shall be recoverable from the offending customers.

6.1.5. Identification of Excluded Waste. If the Company's personnel observe Excluded Waste in an uncollected Container, the Company's personnel shall issue a non-Collection notice for any such Container in accordance with this Section and shall not Collect the Discarded Materials that contain Excluded Waste. The Company's personnel shall record that observation in accordance with this Section and immediately inform their route supervisor.

6.1.6. Disposal of Contaminated Containers. If the Company observes visible Contamination in a customer's Recyclable Materials or Organic Waste Containers, the Company may dispose of the Container's contents provided that the Company complies with the noticing requirements in Section 6.1.4.1.

6.1.7. Route Review Contamination Monitoring by Company.

6.1.7.1. Methodology and Frequency. Commencing within a reasonable time of the Organics Commencement Date, the Company shall conduct route reviews for Contamination in Containers in a manner that is deemed safe by the

Company and is conducted in a manner that results in all routes being reviewed at least annually.

6.1.7.2. The Company shall conduct route reviews that include inspection of the contents of Recyclable Materials, Organic Waste, or Solid Waste Containers for Contamination in a manner that a minimum of 10% of Containers on each and every route are inspected annually.

6.1.7.3. The Company shall develop a route review methodology to accomplish the above container inspection requirements and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b).

6.1.8. Waste Composition Studies. During the term of this Franchise Agreement, the Company may, in its sole discretion, incorporate waste composition studies in addition to, or as an alternative to, route reviews under Section 6.1 of this Franchise Agreement to monitor contamination of one or more waste streams Collected by the Company pursuant to this Franchise Agreement. Any such waste composition studies conducted by the Company shall comply with Applicable Law.

6.1.9. Container Colors and Labeling. All Carts and Bins placed in service after January 1, 2025 shall comply with color and labeling requirements specified in 14 CCR Section 18984.7 and 14 CCR Section 18984.8 respectively, provided that all Carts and Bins in service will comply with the applicable color requirements by January 1, 2036.

6.1.10. The parties may agree in writing to modify the scope of Company's SB 1383-related services, and any resulting compensation adjustment to Company.

6.2. **GENERATOR WAIVERS.**

6.2.1. The Company shall use reasonable efforts to assist City to verify that Commercial Generators' de minimis, physical space constraint, and collection frequency waivers meet the applicable thresholds under 14 CCR Section 18984.11. The Company shall use reasonable efforts to re-verify de minimis and physical space constraint waivers issued by City at least once every five (5) years from the date of issuance of the waiver. The Company shall provide City with documentation provided by Generator to the Company to support the Generator's request for waiver.

6.2.2. Company Change in Customer Service Levels. When City grants a waiver to a Generator, City shall notify the Company within 7 days of the waiver approval with information on the Customer and any changes to the service level or service requirements for the Customer. The Company shall have 7 days to modify the Customer's service level as needed.

6.2.3. Company Recordkeeping of Generators Granted Waivers. Upon

Company's request, no more than twice per year, City shall provide the Company an updated listing of waivers granted by City, including the Generators' names, mailing address, service address, type of waiver, and date of issuance. The Company shall maintain waiver-related records in accordance with Applicable Law.

7. OTHER COMPANY REQUIREMENTS.

7.1. GENERAL.

7.1.1. Company Provided Equipment and Vehicles. Company shall provide an adequate number of vehicles and equipment for the Collection, Disposal and Transportation services for which it is responsible under this Franchise Agreement. All vehicles used by Company under this Franchise Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, shall be, uniformly painted and shall be washed at least once every seven (7) calendar days during good weather. Company's name, phone number and vehicle number shall be prominently displayed on its vehicles. Company shall furnish a listing of equipment utilized to perform all services included in this Franchise Agreement upon request by City.

The City and Contractor agree that Contractor's obligations and/or scope of services under this Franchise Agreement exclude any existing requirements regarding the future conversion of fleets, or any part thereof, to Zero-emissions (ZEV) or Near-zero-emissions (NZEV) vehicle(s) or the future acquisition, hiring or use of ZEVs or NZEVs under Applicable Law, including without limitation Sections 2015 et seq. of Title 13 of the California Code of Regulations. Should such existing Applicable Law apply to any Contractor's vehicles used in the provision of services under this Franchise Agreement during the Term, then the City and Contractor agree to meet and confer in good faith to amend this Franchise Agreement to incorporate provisions and obligations reasonably necessary to comply with such Applicable Law, and Contractor shall be entitled to a rate adjustment in accordance with Section 8.3 for such change in Contractor's obligations and/or scope of services under this Franchise Agreement.

7.1.2. Collection on Holidays. If the day of Collection on any given route falls on Christmas Day, New Year's Day or Thanksgiving Day or a holiday observed by the Disposal Site to which the City's Franchise Materials are disposed, Company shall provide Collection Service for such route on the next workday following such holiday, thereby adjusting subsequent workdays that week.

7.1.3. Disabled Special Service. At no additional cost, the Company shall provide special service to Disabled Customers. Collection shall be from the back porch, carport, or other outside storage location. The Company shall screen applicants (must be name shown on bill or rental agreement) and provide service only in cases of legitimate need. Eligibility for this Special Service shall be on an annual basis.

7.1.4. Private Drives and Inaccessible Areas. For Customers on Private

Drives or other inaccessible areas, the Company shall Collect Solid Waste, Green Waste (or Organic Waste) and Recyclables on the nearest Public Street or Private Road connecting to the Private Drive or other inaccessible area.

7.1.5. Employees. Company shall exercise reasonable care to hire responsible Employees, to supervise the work of such Employees, and to discipline and, if necessary and consistent with Company's legal and contractual obligations, discharge an Employee failing to meet reasonable standards for performance of work under this Franchise Agreement. Company shall comply with applicable state and federal law pertaining to employment including, but not limited to, applicable equal opportunity employment and affirmative action requirements.

7.1.6. Driver Qualifications. All drivers must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Company shall use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.

7.1.7. Safety Training. Company shall provide suitable operational and safety training for all of its employees who operate vehicles or equipment. Company shall train its employees involved in operations to identify, and not to collect or Dispose, Excluded Waste. Upon request from the City, Company shall provide a copy of its safety policy and safety training program, the name of their safety officer(s), and the frequency of their trainings.

7.1.8. Manner of Collection. The Company shall perform all Collection Services in a quiet and courteous manner and ensure that all Carts and Bins are placed on the premises from which they were removed in an upright position and within five (5) feet of where they were originally placed before collection so as to not block traffic.

7.1.9. Service Schedule. In January of each calendar year, the Company shall provide calendars (which may be in "pdf" or other similar format) identifying the schedule for Solid Waste, Recyclables, and Organic Waste Collection for that calendar year. The calendar shall provide adequate detail for customers to identify specific service days for specific service areas. Hard copies of the calendars shall be made available to Customers upon request.

7.1.10. Inclement Weather. In the event of inclement or severe weather that makes it unsafe for Collection vehicles or personnel to perform Collection Services, the Company will be excused from performing services in accordance with the normal Collection schedule and will make commercially reasonable efforts to provide Collection Services within a one-week time period (or earlier if reasonably practicable) provided the roads are safely accessible and may double-up on Collections at no additional charge. If Customers have a Company account, Company will notify them of a service interruption based on the Customer's selected preferred method of contact. Company will also provide notice of service interruptions on social media.

7.1.11. Code Revisions. The City shall use reasonable efforts to update its Municipal Code to be consistent with the terms of this Franchise Agreement and to reflect new program requirements if requested by the Company and deemed necessary by the City Council.

7.1.12. Complaints. All service complaints shall be directed to Company. Company shall record all complaints duly received and respond as provided below.

7.1.12.1. Complaint. The Company agrees to maintain a written log of all oral and written service complaints registered with the Company from Customers, service recipients, or the public within Franchise area ("Complaint Log"). The Company shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all complaints. Complaints that cannot be reasonably resolved may be appealed to the City Manager or designee for final resolution. The Company shall record in the Complaint Log all written and oral complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. Such log shall be kept so that representatives of the City, upon request, may conveniently inspect it.

7.1.12.2. Complaint Response. The Company shall respond to all properly submitted complaints, other than missed pickups, within twenty-four (24) hours if the complaint is received during a weekday or by the next business day if the complaint is received on a Saturday, Sunday or a holiday.

7.1.12.3. Missed Pickups. In the event of a missed pickup (which had been properly placed by customer), the Company shall complete the pickup the same day if the complaint is received by 12:00 p.m. or by 12:00 p.m. the following day if the complaint is received after 12:00 p.m.

7.1.12.4. Telephone. The Company shall maintain a toll-free telephone system during office hours (8:00 a.m. to 5:00 p.m.), which will have available service representatives sufficient to handle the volume of calls typically experienced by the Company. Customers must be able, with reasonable convenience, to reach the Company's office by phone during office hours. The Company shall also maintain a method for customers to contact Company after-hours, which may include online chat. The Company shall provide the City the means to contact the Company directly by telephone on a 24-hour basis in the event of an emergency.

7.2. **CHANGE IN OPERATIONS, ADMINISTRATION OR SCHEDULE**. The Company shall provide a route map with pick up schedules and notify the City in writing

of any material changes in or to the operation to provide Franchise Services (e.g., vehicle routes, equipment type, crew size), administration (e.g., management), and schedule five (5) days in advance of the time such material change is implemented. Any changes to the Company's Collections operation shall meet the service requirements and performance standards and all other terms of this Franchise Agreement. In the case of changes to the Collection schedule the Company must notify all affected Customers at least (14) days prior to any change in the Collection day. The Company shall not permit any Customer to go more than seven (7) days without Solid Waste Collection Service in connection with a Collection schedule change other than in the event of an Uncontrollable Circumstance.

7.3. ADDITION OF NEW NON-FRANCHISE SERVICES. Upon receiving a written request from the City, the Company shall provide any other exclusive or non-exclusive services not covered by this Franchise, and that it is qualified to provide, including, but not limited to, assistance to the City in the event of natural disasters, subject to establishment of appropriate and mutually agreed upon compensation for providing the service.

8. SERVICE RATES.

8.1. AMOUNT OF SERVICE RATES. As of the Effective Date of this Franchise Agreement, Company may not charge rates in excess of those set forth in Exhibit 2. The Company may establish charges for Special Services that are not specified in Exhibit 2 subject to notification of the City, at least 30 days prior to implementation. The City may consider making such charges a part of the rates and charges provided for in Exhibit 2 as part of the annual review provided for.

8.2. CPI ADJUSTMENT. The Service Rates shall be increased annually on July 1st, beginning July 1, 2025 as described below in this Section 8.2 (the "CPI Adjustment"). Each year, the Company shall calculate and submit to the City Representative the percentage increase in the CPI-U: Garbage and trash collection index, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI") during the 12 month period ending the preceding March (the "CPI Change").

8.2.1. If the CPI Change is more than 1% and less than or equal to 3.5%, then the service portion (meaning that portion of the maximum Service Rates other than Disposal charges) of the maximum Service Rates shall be increased by 2.5%.

8.2.2. If the CPI Change is greater than 3.5%, then the service portion of the maximum Service Rates shall be increased by 2.5%, plus an amount equal to 75% of the difference between the CPI Change and 3.5%.

8.2.3. If the CPI Change is less than or equal to 1%, then the service portion of the maximum Service Rates shall be increased by the amount equal to the

Change in CPI but not less than 0%.

8.2.4. The CPI Adjustment to the maximum rates will not exceed 10% in any single year.

8.2.5. Provided that adequate supporting information has been submitted to the City by the Company, any requested CPI Adjustment shall be deemed approved and shall take effect on the following July 1st. Changes in the maximum Service Rate as provided for herein will be filed with the City Manager by June 15 of each year. The Company shall reimburse the City its actual costs in reviewing any CPI Adjustment or change in the maximum Service Rate hereunder. Such costs will be reimbursed to Company in such Service Rate adjustment.

8.3. **EXTRAORDINARY ADJUSTMENT.** In addition to the annual CPI adjustment provided by Section 8.2, the Service Rates shall, upon written request of Company, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Franchise Services hereunder due to any one or more of the following causes:

8.3.1. Uncontrollable Circumstance;

8.3.2. Change in Applicable Law that is effective after the Effective Date of this Franchise Agreement;

8.3.3. Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Franchise Services; or

8.3.4. Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs.

If Company requests a Service Rate adjustment pursuant to this Section, it shall prepare a Service Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Service Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Company, and may retain, at Company's expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Company. The City shall approve all properly calculated Service Rate adjustments within ninety (90) days of Company's request.

Notwithstanding the foregoing, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall use good faith efforts to approve the Service Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to customers by the date the same are effective.

8.4. DISPOSAL/PROCESSING FEE ADJUSTMENT.

8.4.1. Service Rates shall be increased or decreased based on a change in costs associated with disposal and processing of Franchise Materials, including tip fees and transportation costs. Such changes in costs would include changes in facilities and changes in tip fees imposed by currently used facilities. Such adjustments shall be equal to the amount derived by multiplying (A) the portion of the previous Service Rate representing Disposal Fees/Processing Fees by (B) the percentage change in the Disposal Fees/Processing Fees.

8.4.2. In the event that the City identifies an alternative processing facility for the processing of organic waste, which can provide service at the same or lower cost as the current, applicable Approved Facility, the Company shall use and transport applicable Franchise Materials to the alternative facility.

8.5. **BILLING AND COLLECTION OF ACCOUNTS.** Company shall bill Customers for all Collection Services (including Disposal) for Franchise Materials as part of a single all-inclusive Service Rate, except as otherwise provided in the Franchise Agreement.

8.5.1. Residential. SFD and MFD Customers may be billed for up to two (2) months in advance or based on arrears/advanced billing combinations implemented at the discretion of the Company. Payment shall be due within 30-days of the billing date. If not paid when due, the bill may thereafter bear a late charge to be determined by Company (subject to City approval) which shall be collectible along with the charge for service. Company shall diligently pursue collection of delinquent accounts by every means reasonably available to Company.

8.5.2. Non-Residential. All non-residential Customers shall be billed monthly in advance, except for roll-off services, which may be billed in arrears. Payment with respect to each such bill shall be due on or before the 30th day following the end of the service period for which the bill is rendered; thereafter the bill shall be considered delinquent and Company shall provide written notice to the business owner and, if different, the property owner of the delinquent amount. Company may charge interest not to exceed the maximum interest rate allowed by law for such time as the bill remains unpaid after the due date.

8.5.3. Company may discontinue Collection Services to Customers with an invoice more than 90 days past due. If Company pursues legal action to collect past due amounts, Customers shall be liable for Company's attorneys fees' and court costs.

8.5.4. Special Services. Company shall also receive fees for performance of special services as agreed upon in separate contracts between Company and each Customer requesting such special service. Company shall provide the City with notice of such special services and the fees charged.

8.6. **CUSTOMER SERVICE.** Company shall at all times be in compliance with this section.

8.6.1. Office Location and hours. Company will have an operation and maintenance yard located at 13083 Grass Valley Avenue, Grass Valley, California 95945. Company will have a drop box at this locations where Customers may leave payments (checks or money orders only; no cash).

8.6.2. Website. Company shall develop a comprehensive website which fully explains and effectively promotes the Collection service options offered to its Customers. The website shall contain the full approved rate schedules as well as any other information that may be helpful to the Members and Customers in meeting the Agency's and Members' Diversion goals. The website shall also allow Customers to submit inquiries, complaints and queries which shall be answered as provided for in the following paragraph.

8.6.3. Service Requests, Compliments, Complaints. Company shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer service requests and complaints. Company shall record in a separate computerized log, approved as to form by the City's designated representative, all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. Company customer service representatives will be available to customers by calling a local or toll free number, 8am – 5pm, Monday - Friday. Company shall retain this complaint log for the Term plus two (2) years after its expiration or earlier termination. Upon request by the City's designated representative, Company shall promptly compile and submit a summary statistical table of the complaint log. Company shall respond to all complaints received within twenty-four (24) hours, weekends and Holidays excluded. If a complaint involves a failure to Collect Solid Waste, Recyclable Materials or Organic Materials from a Premises in the Service Area which is the fault of Company, Company shall Collect the material in question within twenty-four (24) hours of receipt of the Complaint, provided that the Generator has properly placed materials for Collection.

9. **REPORTS.** The Company will provide the City with reports that contain the information in this Section 9 required by the City for compliance with Applicable Law and for the City to measure the Company's performance of items in this Franchise Agreement, but limited to information directly attributable to the Collection Services provided under this Franchise Agreement:

9.1. Company shall keep an auditable journal recording each instance reported to Company that Solid Waste, Organic Waste, or Recyclable Materials are not collected in compliance with the terms of this Franchise Agreement or applicable ordinance or regulation. The journal shall include the reason for non-collection, including but not limited to instances of Hazardous Waste found in the Solid Waste, Organic Waste or Recyclable Materials;

9.2. **MONTHLY REPORTS.** Company shall compile and keep the following information for each month and shall deliver a written report, to the City Manager, within 10 days of the preceding month:

9.2.1. Solid Waste weight tickets from landfill;

9.2.2. Total tons of Recyclable Materials and Organic Waste collected from residential and commercial premises, by type;

9.2.3. The name, address and telephone number of each waste disposal facility used by Company during the reporting month;

9.2.4. The name, address and telephone number of each facility where Solid Waste, Organic Waste and Recyclable Materials were delivered by Company during the reporting month;

9.2.5. Summaries of the net amount of all waste disposed during the reporting period and where the waste was disposed of, by residential and commercial/industrial service sectors or monthly report currently generated by the Company;

9.2.6. City may review all supporting documentation (which Company shall retain for a period of 24 months) for Company's summaries on Company's business premises after giving 48 hours written notice of such a request; and

9.2.7. Company shall maintain relevant financial information consistent with generally accepted business practices regarding the operation of Company's waste collection business and annually provide financial information to the City in manner that allows for the review of the collection and payment of franchise fees. All financial information provided to City must be held strictly confidential and not publicly disclosed.

9.3. **ANNUAL REPORTS.** Company shall submit an annual report, in such form and utilizing such media as approved by City, within ninety (90) days after the close of each calendar year. This report shall include, but is not limited to, the following information:

9.3.1. A summary of the previous year's activities including, but not limited to, services begun or discontinued during the reporting year, and the number of customers for each service route; and

9.3.2. A list of Company's officers and members of its board of directors.

9.4. **AUDIT.** In order to verify reports of the amounts of Solid Waste, Organic

Waste, and Recyclable Materials collected by Company from each designated route and disposed of, City shall be entitled to conduct an audit of any designated route upon demand. The audit demand will be made by City by telephone 48 hours prior to the regularly scheduled collection day of the designated route. Telephone notice shall be followed by written notice and facsimile transmission (Fax) to Company. The audit demand shall entitle City to conduct a physical route audit of any or all designated routes for the purposes of verifying customers served, disposal amounts collected, and any other information as may be deemed necessary and beneficial to City so long as the audit activity does not interfere with Company's personnel who are servicing the route being audited. The standard route audit will include, but is not limited to: (1) verification of the addresses which are served by the designated collection vehicle; (2) verification of the landfill or other facility to which the Solid Waste, Organic Waste, or Recyclable Materials are taken; and (3) the quantity of Solid Waste, Organic Waste, and Recyclable Materials in tons collected from the designated route.

9.5. **SB 1383 REPORTING.** Company shall provide a report to the City, covering the most recently completed calendar year. Such report shall include the following information:

9.5.1. Contamination Monitoring Report. Company's report under this section shall include:

9.5.1.1. Route Reviews. The Company shall submit the following information regarding contamination monitoring route reviews conducted by Company under this Franchise Agreement:

- The number of route reviews conducted;
- Description of the Company's process for determining the level of contamination;
- Summary report of non-Collection notices and courtesy Collection notices issued;
- A record of each contamination incident which shall include, at a minimum:
 - Name of the Customer;
 - Address of the Customer;
 - The date the contaminated Container was observed;
 - The staff who conducted the inspection; and
 - The total number of violations found and a description of what action was taken for each.
- Documentation of the total number of Containers Disposed of due to observation of Prohibited Container Contaminants; and
- Any other information reasonably requested by City related to route reviews that does not create additional cost to Company.

9.5.2. Compliance Monitoring and Enforcement Report. Company's report under this section shall include:

- The total number of route reviews conducted;
- A copy of written and/or electronic records and documentation for all audits, studies, and compliance reviews conducted; and
- The number of Commercial Customers that were included in a compliance review performed by the Company and the number of violations found and corrected through compliance reviews; including a list with each Generator's name or account name, address, and Generator type.

10. INDEMNITY, INSURANCE.

10.1. **INDEMNIFICATION OF THE CITY.** Company shall indemnify, defend (with counsel selected by City) and hold harmless City, its officers, agents, and employees from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Franchise Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Franchise Agreement and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury or death arising out of or connected with Company's performance of its obligations pursuant to this Franchise Agreement or arising from or attributable to any alleged breach of warranty of merchantability or fitness of purpose or other laws relating to product liability for Recyclable Materials collected pursuant to this Franchise Agreement, or to the repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or Hazardous Wastes at any place where Company transfers, stores or disposes of Solid Waste or Recyclable Materials pursuant to this Franchise Agreement, or its activities pursuant to this Franchise Agreement result in a release of hazardous substances into the environment. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA," 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify City, unless such claim is due to the negligence or willful acts of the City its elected officials, officers, employees, agents or contractors. Company's obligation to indemnify, defend and save harmless City as stated hereinabove shall include, but not be limited to, paying all legal fees and cost incurred by the legal counsel selected as provided above in representing City in connection with any such claims, losses, lawsuits or actions. In connection with claims, liability, lawsuits or actions arising out of the Environmental Law, this clause shall not restrict any rights City has against Company, including, but not limited to, the right of contribution, pursuant to the Environmental Law. Any action defended by the City's Insurance provider will be done so by selected attorney of the provider. In addition, Company's duty to defend and indemnify herein includes all fines and/or penalties imposed by the California Department of Resources Recycling and Recovery, subject to the restrictions set forth in Public Resources Code section 40059.1, if the requirements

of AB 939, AB 341, SB 1383, or other applicable law are not met by Company with respect to the waste stream collected under this Franchise Agreement, and such failure is (i) due to the failure of Company to meet its obligations under this Franchise Agreement, or (ii) due to Company's delays in providing information that prevents the City, Customers, or Company from submitting reports required by AB 939, AB 341, SB 1383, or other applicable law in a timely manner. The provisions of this Section shall survive the termination or expiration of this Agreement.

10.2. OMITTED.

10.3. **INSURANCE SCOPE AND LIMITS.** The Company shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Company, his agents, representatives, employees or subcommands. With respect to General Liability, and Pollution and/or Environmental Impairment Liability coverage shall be maintained for a minimum of five (5) years after contract completion, which continuing coverage may be maintained through continuous policy renewals. The maintenance of claims made against any insurance required of the Company shall not be considered a waiver by City of any claim or liabilities it may have against the Company.

10.3.1. Minimum Limits of Insurance. The Company shall maintain insurance coverage of the following type and with limits no less than:

- General Liability: \$20,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- Automobile Liability: \$10,000,000 combined single limit per accident for bodily injury and property damage.
- Worker's Compensation and Employer's Liability: \$3,000,000 each accident, \$3,000,000 policy limit bodily injury or disease, \$3,000,000 each employee bodily injury by disease.
- Pollution and/or Environmental Impairment Liability: \$5,000,000 each incident/\$10,000,000 policy aggregate covering liability arising from the release of waste materials and/or irritants, contaminants or pollutants.
- Deductible and Self-Insured Retentions. The deductibles or self-insured retentions for the General Liability and Auto Liability policies are for the account of the Company and shall be the sole responsibility of the Company.

10.3.2. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

- Automobile liability and general liability: The City, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Company; and with respect to liability arising out of work or operations performed by or on behalf of the Company including materials, parts or equipment furnished in connection with such work or operations.
- Worker's Compensation and Employers Liability Coverage. The Insurance company shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Grantee for the City.
- All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested, has been given to the City.
- Verification of Coverage. The Company shall furnish the City with endorsements effecting coverage required by this clause or certificates evidencing such coverage. The endorsements or certificates are to be signed by a person authorized by that Insurance Company to bind coverage on its behalf.

10.4. REVOCATION OF PREVIOUS AGREEMENTS. This Franchise Agreement, rather than any preceding agreements between the City and the Company, shall govern with respect to the Company and City's rights, duties and obligations relating to this Franchise Agreement. Upon execution of this Franchise Agreement, all previous agreements shall terminate and be of no further force and effect except with respect to covenants therein for acts and omissions occurring prior to the date of termination.

10.5. COMPLIANCE WITH APPLICABLE LAW AND MUNICIPAL CODE. Company will comply with all Applicable Law and those provisions of the Grass Valley Municipal Code which are applicable to the work or business in which it is herein franchised, and with any and all amendments to such applicable provisions during the term hereof but only to the extent they are not inconsistent with or do not conflict with the terms and conditions of this Franchise Agreement without regard to this Section.

11. PERFORMANCE BOND.

11.1. Within seven (7) calendar days of the Commencement Date, Company shall file with the City a bond, payable to the City, securing Company's performance of its obligations under this Franchise Agreement, and such bond shall be renewed annually if necessary so that the performance bond is maintained always during the Term of this Franchise Agreement. The principal sum of the bond shall be \$3,000,000 and shall be adjusted every three (3) years, so that the bond amount equals at least three (3) months of the prior year's average annual Gross Revenues. The bond shall be

executed as surety by a corporation authorized to issue surety bonds in the State of California that has a rating of A or better in the most recent edition of Best's Key Rating Guide, and that has a record of service and financial condition satisfactory to the City. The bond shall be in a form reasonably approved by the City's.

11.2. In lieu of a performance bond, the City and Company may agree in writing that Company will provide for the issuance of an irrevocable stand by letter of credit (the "Letter of Credit") by a bank approved by the City in its sole discretion (the "Bank") for the benefit of the City. Under the Letter of Credit, the City may draw, in one or more drawings, an aggregate amount up to \$2 million (the "Stated Amount") upon the occurrence of (1) an event of default as defined herein, (2) Company's failure to timely pay any monies due the City, (3) Company's inability to regularly pay its bills as they become due, or (4) Company's failure to timely pay any disposal facility or third-party for services provided under this Franchise Agreement, as evidenced to the satisfaction of the City. The City and Company agree that Company will increase the aggregate amount of the Letter of Credit in conjunction with the adjustment of rates in this Franchise Agreement in an amount reasonably satisfactory to the City. The Letter of Credit must be transferable to any successor or assignee of the City.

12. **DEFAULT; DISPUTE RESOLUTION.**

12.1. **EVENTS OF DEFAULT.** Each of the following shall constitute an event of default ("Event of Default"), provided that it consists of, or is based on, acts or omissions that occur during the term of this Franchise Agreement, in each case subject to any applicable cure rights, including without limitation the cure rights provided in Section 12.2:

- 12.1.1. Failure to correct breach. Failure to correct any breach of this Franchise Agreement within the applicable cure period (as defined below).
- 12.1.2. Fraud or Deceit. Company's practice, or attempt to practice, any fraud or deceit upon the City or Customers.
- 12.1.3. Company bankruptcy. The company files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or consents to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to the company or necessary for this Franchise Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of the company for a part of the company's operating assets or any substantial part of the company's property, or shall make any general assignment for the benefit of the company's creditors, or shall fail generally to pay the company's debts as they become due.
- 12.1.4. Court order or decree. Any court having jurisdiction shall enter a

decree or order for relief in respect of the Company, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or the Company shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Company or for any part of the Company's operating equipment or assets that would impede Company's ability to perform under this Franchise Agreement, or order the winding up or liquidation of the affairs of the company.

- 12.1.5. Failure to maintain coverage. Company fails to provide or maintain in full force and affect the General, Workers' Compensation, automobile, Pollution and/or Environmental Impairment Liability, or indemnification coverage as required by this Franchise Agreement.
- 12.1.6. Violations of regulation. Company violates any orders or filings of any regulatory body having authority over Company relative to this Franchise Agreement, provided that Company may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach or default of this Franchise Agreement shall be deemed to have occurred unless and until the regulatory body or court determines Company violated such order or filing.
- 12.1.7. Failure to pay or report. Company fails to make any payments to the City or Customers required under this Franchise Agreement including payment of City or Customers fees or Liquidated Damages or fails or refuses to provide the City or Customers with required information, reports, and/or records in a timely manner as provided for in this Franchise Agreement.
- 12.1.8. False, misleading, or inaccurate statements. Any representation or disclosure made to the City or any Customer by Company in connection with this Franchise Agreement, or any future amendment to this Franchise Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Franchise Agreement; and any Company-provided report containing a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined or required by this Franchise Agreement, excepting unintentional and immaterial errors.
- 12.1.9. Seizure or attachment. There is a seizure of, attachment of, or levy on, some or all of Company's operating equipment, including without limitation its equipment, maintenance or office facilities or any part(s) thereof which materially impacts Company's ability to perform its obligations under this Franchise Agreement.

- 12.1.10. Suspension or termination of service. There is any termination or suspension of the transaction of business by Company related to this Franchise Agreement, including without limitation, due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action lasting more than seven (7) calendar days.
- 12.1.11. Criminal activity. Company, or its officers, managers, or employees are found guilty of criminal activity related directly or indirectly to performance of this Franchise Agreement or any other agreement held by Company with the City or Customers.
- 12.1.12. Assignment without approval. Company transfers or assigns this Franchise Agreement without the express written consent of the City in accordance with Section 13.

12.2. **CURE RIGHTS.** Notwithstanding any other provision of this Section 12 to the contrary, the City shall provide the Company with reasonable notice of and a reasonable opportunity to cure any breach of this Franchise Agreement during the time periods set forth below (the "Cure Period"). Any breach that is timely cured by Company shall not be determined to constitute an Event of Default. Company shall proceed to cure such default as follows:

12.2.1. Immediately after receiving written notice of default from the City, if the default is such that in the determination of the City, the health, safety, or welfare of the public is endangered thereby; or

12.2.2. Within thirty (30) days after receiving notice of default; provided that if the nature of the default is such that it will reasonably require more than thirty (30) to cure, the Company shall have such additional time as is reasonably needed to expeditiously complete a cure. During any default Cure Period, the Company shall provide the City weekly written status of progress in curing such default.

12.3. **RIGHT TO TERMINATE UPON DEFAULT.** Upon an Event of Default by the Company that is not cured as provided herein, the City shall have the right to terminate this Franchise Agreement.

12.4. **POSSESSION OF RECORDS UPON TERMINATION.** In the event of termination for an Event of Default, Company shall furnish the City with immediate access to business records related to its Customers, collection routes, disposal, and billing of accounts for services which are reasonably necessary for continued services to Customers.

12.5. **CUMULATIVE SPECIFIC PERFORMANCE.** The City's right to terminate the Franchise Agreement is not exclusive, and the City's termination of the Franchise Agreement shall not constitute an election of remedies. Instead, all remedies provided

for in this Franchise Agreement, including, but not limited to, the imposition of Liquidated Damages, shall be in addition to any and all other non-duplicative legal and equitable rights and remedies which the City may have under law or as otherwise provided in this Franchise Agreement.

12.6. PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES.

12.6.1. **General.** Company and City find that as of the time of the execution of this Franchise Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by the City and Customers because of a breach by Company of its obligations under this Franchise Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service, (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Franchise Agreement to individual members of the general public for whose benefit this Franchise Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms, (iii) that exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms, and (iv) the termination of this Franchise Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

12.6.2. **Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** Company and City acknowledge that consistent, reliable collection and disposal services are of utmost importance to the City and Customers and that the City has considered and relied on Company's representations as to its quality of service commitment in awarding this Franchise Agreement. Company and City recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. Company and City further recognize that if Company fails to achieve the performance standards or fail to submit required documents in a timely manner, the City and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages which the City will suffer. Therefore, without prejudice to the City's right to treat such non-performance as an Event of Default under this Franchise Agreement, Company and City agree that the Liquidated Damages amounts established in Exhibit 5 of this Franchise Agreement represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the effective date of this Franchise Agreement, including the relationship of the sums to the range of harm to the City and Customers that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

12.6.3. The Liquidated Damages in Section 12.6.1. are in addition to and without prejudice to the City's right to treat such as an Event of Default. In addition

to considering the reports submitted by Company pursuant to this Franchise Agreement, the City may determine the occurrence of events giving rise to Liquidated Damages through the observation of its own employees or agents, through discussions with Customers, and through investigation of Customer complaints made directly to the City or County. Prior to assessing Liquidated Damages based on such observations or investigations, the City shall give Company notice of its intention to do so. The notice will also include a brief description of the incident(s)/non-performance. The City must make a claim for liquidated damages (a) within ninety (90) days of receipt of Company's reporting of the underlying event,(b) for liquidated damages for late reports, within ninety (90) days of the report's due date, or, (c) if there was no Company report, within ninety (90) days of the date City became aware of or should have become aware of the incident of non-performance, so that Company may timely address the issue. Company may review (and make copies at its own expense) all non-confidential and disclosable information in the possession of the City and Customers relating to incident(s)/non-performance. Company may, within ten (10) Business Days after receiving the notice, request a meeting with the City. Company may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The City will provide Company with a written explanation of its determination on each incident(s)/non-performance prior to authorizing the assessment of Liquidated Damages. Within forty (40) business days after receiving the written explanation, if the intended assessment totals over thirty thousand dollars (\$30,000), Company may request a hearing thereon before the City Council. The City Council may affirm, modify, or reverse all or some of the Liquidated Damages so assessed. In such case, the decision of the City Council shall be final. In all other cases, the decision of the City's representative shall be final.

12.6.4. **Two-Phase Performance Management.** The Parties desire to minimize the time and cost involved in monitoring Company's performance under this Franchise Agreement, particularly about the assessment of Liquidated Damages. Exhibit 5 to this Franchise Agreement identifies each "Performance Area" for which the City desires to establish performance standards for this Franchise Agreement. Company's performance within each "Performance Area" shall be primarily monitored using the "Performance Indicator" described for each. The City shall not assess Liquidated Damages for the "Specific Performance Measures" identified in Exhibit 5 unless Company fails to meet the minimum standard for the "Performance Indicator" within the same "Performance Area".

12.6.5. **Amount.** The City may assess Liquidated Damages for each calendar day or event, as appropriate, that Company is determined to be liable in accordance with this Franchise Agreement in the amounts specified in Exhibit 5 subject to annual adjustment described below.

12.6.6. **Timing of Payment.** Company shall pay any Liquidated Damages assessed by the City within ten (10) business days of the date the Liquidated Damages are assessed. If they are not paid within the ten (10) business day period, the City may proceed against the performance bond or Letter of credit required by this

Franchise Agreement, order the termination of the rights or “franchise” granted by this Franchise Agreement, or all the above. The City must send Company a notice regarding Liquidated Damages within 90 days of the underlying event.

12.7. EXCUSE FROM PERFORMANCE. The Parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by Uncontrollable Circumstances beyond the control of and not the fault of the Party claiming excuse from performance hereunder. Labor unrest including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action lawfully conducted by the Company's employees or lawfully directed at the Company, or a subsidiary, shall not constitute an excuse from continuing to provide a reasonably satisfactory level of performance during the pendency thereof, but the Company shall not be required to adhere strictly to the specific requirements of this Franchise Agreement regarding routes, collection times or similar matters: provided, however, that: (i) in no event shall more than nine days elapse between pickups for Residential Customers, (ii) pickup delays for Commercial Customers shall not exceed three days, and (iii) all Customers shall receive at least 24 hours' notice of deviations from collection routes or times. The terms of this paragraph shall not excuse the Company's compliance with its obligations under applicable law, but the City will not claim or assert that the Company is in breach of this Franchise Agreement with respect to such labor unrest so long as it complies with the requirements of this paragraph.

12.7.1. Notice. The Party claiming excuse from performance shall, within a reasonable period of time, not to exceed seven (7) days, give the other party notice of the facts constituting such cause, efforts undertaken by the Company to attempt to perform this Franchise Agreement, the estimated timelines for such performance, and asserting its claim to excuse under this Section; provided, that failure to give such notice shall not eliminate the excuse from performance except to the extent the other Party shall have been prejudiced by such failure.

12.8. DISPUTE RESOLUTION.

12.8.1. Reference of dispute. Any dispute seeking damages and any dispute seeking other legal or equitable relief including but not limited to specific enforcement of any provision hereof, shall be heard and determined as provided below in this Section 10.8.

12.8.2. Dispute Resolution Procedures.

12.8.2.1. Negotiations. In the event that any dispute may arise, the parties shall first seek to resolve any disputes by negotiations between a senior executive of the Company and the City Manager (the “Senior Executives”).

12.8.2.2. Notification. When a party believes there is a dispute relating to the

Franchise Agreement, the party will give the other party written notice of the dispute.

- 12.8.2.3. Meeting among Senior Executives. The Senior Executives shall meet at a mutually acceptable time and place within thirty (30) days after the date of the notice to exchange relevant information and to attempt to resolve the dispute. If a Senior Executive intends to be accompanied at a meeting by an attorney, the other party's Senior Executive shall be given at least three (3) business days' notice of such intention and may also be accompanied by an attorney.
- 12.8.2.4. Confidentiality. All negotiations are confidential and shall be treated as compromise and settlement negotiations under the State of California Rules of Evidence.
- 12.8.2.5. City Council. If the dispute has not been resolved within thirty (30) days after the date of the notice of a dispute, or if the party receiving such notice fails or refuses to meet within such time period, either party may submit the dispute to the City Council for resolution by making written request to the City Council. The City Council shall consider the dispute at a meeting to be held within thirty (30) days following receipt of such request.
- 12.8.2.6. Litigation. If a dispute has not been resolved to the satisfaction of the parties within sixty (60) days after the written submission to the City Council, then either party may initiate litigation in the courts of the State of California, which shall have exclusive jurisdiction over such disputes. The exclusive venue for such disputes shall be Nevada County.
- 12.8.2.7. Interim Measures. Notwithstanding the requirements for alternative dispute resolution procedures (such as negotiation and submission to the City Council), either party may apply to the courts of the State of California for equitable relief, including temporary restraining orders, injunctions, attachments and conservation orders in appropriate circumstances.
- 12.8.2.8. Costs and Attorney's Fees. In the event of any action or litigation to enforce this Franchise Agreement, for interpretation or construction of this Franchise Agreement, or on account of any default under or breach of this Franchise Agreement, each party to such action, arbitration or litigation shall bear its own costs and expenses in connection with such action or litigation.
- 12.8.2.9. Punitive Damages. Penal, punitive, treble, multiple, consequential, incidental or similar damages may not be recovered or awarded.

13. ASSIGNMENT.

13.1. "Assignment" means: (i) a sale, exchange or other transfer of this Franchise Agreement, the Company's rights hereunder, or substantially all of the Company's assets dedicated to service under this Franchise Agreement to a third party; (ii) a sale, exchange or other transfer of thirty (30) percent or more of the outstanding common stock of the Company; (iii) any reorganization, consolidation, merger re-capitalization, stock issuance or re-issuance, voting trust, pooling Franchise Agreement, escrow arrangement, liquidation or other transaction to which the Company or any of its shareholders is a party which results in a change of ownership or control of thirty (30) percent or more of the value or voting rights in the stock of the Company; and (iv) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership; provided that the effect of such occurrence is to change control of the Company or responsibility for this Franchise Agreement to an entity that is not controlled by Company's ultimate parent entity (as defined on the effective date of this Contract in 16 CFR §801.i(a)(3)). For purposes of this Section, the term "proposed assignee" shall refer to the proposed assignee(s) or other successor(s) in interest pursuant to the assignment. If the Company is a subsidiary of another corporation or business entity, any "Assignment," as defined above, by the parent company or corporation shall be considered an Assignment by the Company; provided, however, that no such occurrence shall constitute an "Assignment" if, following such occurrence, the surviving ultimate parent entity is owned by a large, fluid aggregation of shareholders where no shareholder owns more than ten percent (10%) of the voting securities of the surviving ultimate parent entity (excluding, however, any such shareholder that prior to such transaction owned 10% or more of the voting securities of the ultimate parent entity of Company). Notwithstanding any other provision of this Section 13, reorganizations, mergers, consolidations, sales of equity or assets or similar transactions between or among entities owned by the same ultimate parent including but not limited to Company and regardless of which entity is the survivor, do not constitute an Assignment.

13.2. In connection with any proposed Assignment, the Company shall furnish the City with satisfactory proof that any proposed assignee has the demonstrated technical and financial capability to perform all Franchise Services, including:

13.2.1. That the proposed assignee has at least 10 years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Company under this Franchise Agreement.

13.2.2. In the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any State, federal or local laws and the assignee has provided City with a complete list of such citations and censures.

13.2.3. The proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion.

13.2.4. The proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, State and local laws regulating the collection and Disposal of Solid Waste including hazardous substances.

13.2.5. Assignee has experience in billing Customers for a city of comparable size to City of Grass Valley in which the company has provided residential and Commercial Service, and has successfully performed the billing and collection services for a minimum of five years for Residential and Commercial Customers.

13.2.6. Financial assurances that confirm the assignee's financial ability to perform the Franchise Agreement, and the City may require changes to the insurance coverages provided in this Franchise Agreement (including without limitation insurance products, coverage limits, deductibles and self-insured retentions) as appropriate in view of the assignee's financial capability and to confirm the assignee's financial ability to perform all Franchise Services and its other responsibilities under this Franchise Agreement.

13.2.7. Any other information required by City to ensure the proposed assignee can fulfill the terms of this Franchise Agreement in a timely, safe and effective manner.

13.3. The City shall consent to such an assignment if such information reasonably demonstrates that the proposed assignee has the demonstrated technical and financial capability to perform all Franchise Services.

13.4. If the City consents to an Assignment at the point of transition, the Company shall cooperate with the City and subsequent Company(s) or subcontractor(s) to assist in an orderly transition which shall include the Company providing route lists and billing information. If any entity succeeds to the rights, duties and obligations of the Company under this Franchise Agreement in conformity with the terms of this Section 13 (including with the City's consent, where required), then the City shall execute a novation whereby such new entity shall assume all of the rights, duties and obligations of the Company under this Franchise Agreement and the City shall release the Company of all obligation and liability under this Franchise Agreement.

13.5. The Company shall not delegate or subcontract its obligations under this Franchise Agreement to any other person or entity without the prior written consent of the City. other than a delegation or subcontract to an affiliate of the Company.

14. **MISCELLANEOUS; AMENDMENT.**

14.1. **AMENDMENT.** Except for rate and fee adjustments made pursuant to Section 8 of this Franchise Agreement, this Franchise Agreement may be amended or modified only by a written agreement duly authorized and executed by both City and Company.

14.2. **INDEPENDENT COMPANY.** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent company and not as an officer, agent, servant or employee of City; that Company shall have the exclusive control over the details of the services and work performed hereunder and all persons performing the same; that Company shall be solely responsible for the acts and omissions of its officers, agents, employees, Company's and subcontractors, if any; and that nothing herein shall be construed as creating a partnership or joint venture between City and Company. Neither Company nor its officers, employees, agents or subcontractors shall obtain any rights to retirement benefits, workers' compensation benefits or any other benefits which accrue to City employees.

14.3. **RIGHT OF ENTRY.** Company shall have the right, until receipt of written notice revoking permission to pass is delivered to Company, to enter or drive on any private street, court, place, easement or other private property for the purpose of collecting or transporting Franchise Materials of the Owner of or Customer located on the private street, easement, or property, or its lawful occupant.

14.4. **LAW TO GOVERN.** It is understood and agreed by the parties hereto that the laws of the State of California, other than laws regarding choice of law, shall govern the rights, obligation, duties and liabilities of the parties to this Franchise Agreement and shall govern the interpretation of this Franchise Agreement.

14.5. **FEES AND GRATUITIES.** Company shall not nor shall it permit any agent, employee or subcontractor employed by it to, request solicit demand or accept, either directly or indirectly, any compensation or gratuity for the collection of Franchise Materials otherwise required to be collected under this Franchise Agreement, other than acceptance by drivers of holiday gifts offered by customers of a reasonable value.

14.6. **NOTICES.** All notices, demands, requests, consents or other communications which this Franchise Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, telecopier (with written confirmation of receipt), or a nationally recognized overnight delivery service (receipt requested), addressed to the respective party as follows:

To CITY:	City of Grass Valley Attn: City Manager 125 East Main Street
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Grass Valley, CA 95945

To COMPANY: Waste Management of Grass Valley
Attn: District Manager
13083 Grass Valley Ave.
Grass Valley, CA 95945

With a required copy to:

USA Waste of California, Inc.
Attn: Area Vice President
1333 E. Turner Road
Lodi, CA 85240

or to such address as either party may from time to time designate by notice to the other given in accordance with this Section. Such notice shall be deemed effective on the date personally served or, if mailed, three (3) business days from the date such notice is deposited in the mail.

14.7. **SEVERABILITY.** If any non-material provision of this Franchise Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Franchise Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

14.8. **GOOD FAITH AND EXERCISE OF OPTIONS.** Parties will exercise of any approval, disapproval, consent, option, discretion, election, opinion or choice under this Franchise Agreement, make a requirement under this Franchise Agreement or interpret this Franchise Agreement ("Discretionary Action") reasonably. Parties will exercise their rights and remedies in good faith in accordance with Applicable Law. Any referee, court, or other decision-maker must find the party's exercise to be reasonable.

14.9. **ENTIRE AGREEMENT; PRIOR AGREEMENTS; WAIVER.** This Franchise Agreement, including all Exhibits attached hereto, constitutes the full and entire agreement between the parties with respect to the matters covered herein. All prior and contemporaneous agreements, understandings, negotiations, writings and other communications between the parties are hereby superseded and are no longer of any force and effect, except to the extent that the terms of such communications are expressly addressed in this Franchise Agreement. As of the Effective Date, this Franchise Agreement shall supersede any and all prior agreements between the parties. No waiver of any provision of this Franchise Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

14.10. **SECTION HEADINGS.** The section and subsection headings this Franchise Agreement are for reference only and are not intended to be used in the

construction of this Franchise Agreement nor to alter or affect any of its provisions.

14.11. **INTERPRETATION.** The language of each and all paragraphs, terms and/or provisions of this Franchise Agreement shall, in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Franchise Agreement.

14.12. **THIRD PARTIES.** Nothing in this Franchise Agreement expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the Parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Franchise Agreement.

14.13. **AUTHORITY.** All individuals executing this Franchise Agreement on behalf of the City or the Company represent and warrant that they are duly authorized to execute and deliver this Franchise Agreement to the other Party.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Franchise Agreement to be duly executed as of the day and year first above written.

ADD SIGNATURES

DRAFT

EXHIBIT 1 – RECYCLABLES LIST

RECYCLABLE MATERIALS must be dry, loose (not bagged), unshredded, empty, and include **ONLY** the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclable Materials)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)

Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclables or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, fuel cannisters
Batteries	Metal cookware/bakeware
Fiber Recyclable Materials with moisture exceeding commodity market limits	

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

Company may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials. Company may invoice Customers for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, the Company may bill Customers a contamination charge as provided in Section C.6 of the Agreement.

EXHIBIT 2 – SERVICE RATES

DRAFT

EXHIBIT 3 – OMITTED

DRAFT

EXHIBIT 4 – CITY SERVICES

The following locations will be provided regular services by Waste Management for the disposal of solid waste, recyclables and green waste without charge to the City:

- Mautino Park, 10609 Alta Street
- Condon Park, 660 Minnie St
- Condon Park LOVE Building 660B Minnie St
- Condon Park Maintenance Area 660C Minnie St
- Memorial Park 441 Memorial Lane
- E. Daniels Park 125 Neal St
- City Hall, 125 E. Main Street
- Animal Control 556B Freeman Lane
- Streets/Public Works 556A, Freeman Lane
- Wastewater Treatment Facility. 556C Freeman Lane
- Fire Station 1, 472 Brighton St
- Fire Station 2. 213 Sierra College Drive
- Fire Station2, Training Facility. 213 Sierra College Drive
- Parking Lots located at 168 S. Auburn, S. Church/Neal Street, Richardson/S Auburn Street, Minnie Park at Brighton St/Minnie St; Bank Street Park at Bank/Bennett St

Downtown trash/recycling cans, Historic Downtown area. cans in excess of 40, will be charged the normal service fees.

The City reserves the right to designate up to 5 additional sites for solid waste disposal services.

City solid waste disposal services will not exceed a four yard bin. or equivalent, serviced not more than 2 times a week. Additional services may be provided for the incremental cost of service. Containers for Green Waste and Recyclable Materials will be such to meet the requirements of the City.

Special Services:

Three community clean up events each year not to exceed three. 3 yard bins for each event. The time and location of clean ups to be mutually agreed to by the City and Waste Management.

The following will be serviced by Waste Management for the cost of gate fees only:

Streets 556 Freeman Lane Debris Box

Green Waste Collection from City Parks and open spaces. Any other Debris Box used for City debris or C&D collection

EXHIBIT 5 – PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

The City wishes to establish standards of performance under the Agreement in each of the four (4) “Performance Areas” listed below. The City may monitor Company’s performance in each of those areas listed below relative to the “Specific Performance Measures” within that performance area. In the event that the City determines that Company has failed to meet the performance standard established for any “Specific Performance Measure”, the City may assess Liquidated Damages pursuant to and in accordance with the Franchise Agreement and this Exhibit. Liquidated Damages, if assessed, shall only be assessed for the number of events, days, or other measure in excess of the acceptable performance level. The City must make a claim for liquidated damages (a) within ninety (90) days of receipt of Company’s reporting of the underlying event, (b) for liquidated damages for late reports, within ninety (90) days of the report’s due date, or, (c) if there was no Company report, within ninety (90) days of the date City became aware of or should have become aware of the incident of non-performance.

Defined Terms

Certain terms that are specific to this Exhibit are defined below:

“**Complaint**” shall mean each written or orally communicated statement made by any person, whether to the City or Customer, alleging: (1) non-performance, or deficiencies in Company’s performance, of its duties under this Agreement; or (2) a violation by Company of this Agreement.

“**Event**” shall mean each occurrence of the required Specific Performance Measure that exceeds the Acceptable Performance Standard, as provided in the chart below.

“**Service Opportunity**” shall mean each individual scheduled opportunity the Company has to Collect from a Container at a Customer’s location. For example, a Multi-Family or Commercial Customer receiving Solid Waste Collection service three (3) times per week from two (2) Containers and Recyclable Materials Collection service two (2) times per week from two (2) Containers would have a total of ten (10) Service Opportunities each week. Service Opportunities shall be calculated based on the subscription levels presented in Company’s most recent Quarterly Report to the City.

“**Total Service Opportunities**” shall mean the sum of all Service Opportunities in each time period.

Performance Area: Service Quality and Reliability

<u>Specific Performance Measure</u>	<u>Definition</u>	<u>Acceptable Performance Level</u>	<u>Tracking Method</u>	<u>Liquidated Damage Amount</u>
Failure to Correct Missed Collections	Each "Missed Collection," defined as each Service Opportunity where Company fails to Collect a Container from a Customer who properly placed said Container for Collection, which is not Collected by the end of the Business Day following the receipt of the Customer complaint about the Missed Collection.	Less than one (1) per one hundred (100) Missed Collections	Company shall document missed pick-up complaint reports listing for each complaint, the date of the complaint, the resolution date; and any other information requested by the City. Submit report annually.	\$50/Event
Failure to Clean-Up Spillage	Each failure by Company to clean up: (1) any items or materials spilled during the Collection of a Container; or, (2) any fluids spilled or leaked from a Collection vehicle prior to leaving the Collection location. For item (1), it shall not be considered a performance failure regarding overloaded containers or material laying on the ground before Company's collection.	Less than five (5) per one thousand (1,000) Service Opportunities	See above	\$100/Event

Damage to Property	Each event of damage to either public or private property because of Collection activity, including without limitation curbs, sidewalks, landscapes, Container enclosures and gates, signs, light fixtures, and overhead wires and cables. Normal wear and tear to street surfaces is excluded.	Less than two (2) per one thousand (1,000) Service Opportunities	See above	\$250/Event
Excessive Noise or Discourteous Behavior	Each verified Complaint received that is related to either noise during Collection activity or the behavior of Company's employees. Frivolous complaints are excluded.	Less than five (5) per one thousand (1,000) Service Opportunities	See above	\$250/Event

Performance Area: Customer Service and Public Education and Outreach

Specific Performance Measure	Definition	Acceptable Performance Level	Tracking Method	Liquidated Damage Amount
Failure to Commence Service	Any failure by Company to deliver a Container and begin providing Collection to a Customer, at the level of service requested by said Customer, within seven (7) calendar days of receiving such request. This may include a new Customer receiving new service or an existing Customer requesting a change in or addition to existing service levels.	Less than one (1) per 100 Service Requests	Company shall document on a quarterly basis from its customer service system listing the total number of complaints coded for each category. Submit report annually.	\$50/Event
Failure to Replace Container	Any failure by Company to replace or repair a damaged or defaced Container within seven (7) calendar days of receiving such a request from a Customer.	No acceptable failure level	See above	\$50/Event

Failure to Resolve Complaint	Any failure by Company to address a Complaint submitted through Company approved communication channels within seven (7) calendar days of receiving such Complaint.	Less than one (1) per 100 Complaints	See above	\$100/Event
Unauthorized Hours of Operation	Each occurrence of Company Collecting from Customers during unauthorized hours.	Less than two (2) per 1,000 Service Opportunities	See above	\$50/Event
Inaccurate Billing	Each instance where Company failed to resolve within seven (7) days a Complaint received where the Company billed a Customer in error. Inaccurate billing may include either over or under-charging of the Customer relative to the approved Rates for services.	Less than five (5) per one thousand (1,000) bills issued.	See above	\$100/Event
Failure to Perform Agreed Upon Public Education and Outreach Tasks	No failures or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each individual failure by Company to develop, produce, and distribute public education and outreach materials as agreed by Company and City..	Company shall report all public education and outreach activities completed each year in the public education plan.	\$250 per activity

Performance Area: Facilities

Performance Indicator: Company's performance relative to facilities shall be considered acceptable when one hundred percent (100%) of all material types Collected by Company shall be delivered to a disposal facility. If Company fails to meet this level of performance, the City may assess liquidated damages for the specific performance measures identified in the following table.

<u>Specific Performance Measure</u>	<u>Definition</u>	<u>Acceptable Performance Level</u>	<u>Tracking Method</u>	<u>Liquidated Damage Amount</u>
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Disposal of Targeted Diversion	Each individual occurrence of delivering Recyclable Materials, Organic Materials, or Reusable Materials set out for Collection by the Customer for Disposal rather than Processing without the written consent of the City.	No acceptable failure level	Tonnage reports	\$500/Ton
Mixing Materials During Collection	Each individual Container that is Collected by Company in a vehicle intended or designated for Collecting a different material type (e.g. Recyclable Materials Collected in Solid Waste vehicle, Solid Waste Collected in Organic Materials vehicle, etc.) without the written consent of the City	No acceptable failure level	Tonnage reports, observation, complaints	\$100/Container

Performance Area: Reporting

Performance Indicator: Company's reporting shall be considered acceptable if Reports required under this Franchise Agreement are received, complete, and accurate within seven (7) calendar days after the date due or reasonably requested. If Company considers a requested date to be unreasonable, Company shall notify City in writing within five (5) calendar days of receipt of the relevant request. Such written notice shall propose an alternative date for submission of the report and provide a justification therefor. If City, in its sole discretion, does not find the justification or alternative date proposed by Company acceptable, the parties shall confer in good faith to determine a reasonable date. If Company fails to provide this notice within five (5) calendar days of receipt of a request, Company will be deemed to have agreed to its reasonableness.

If Company fails to meet this level of performance, the City may assess liquidated damages for the specific performance measures identified in the following table.

**Specific
Performance
Measure**

Definition

Acceptable Performance Level

**Liquidated
Damage
Amount**

Late Report	Each occurrence of a Report, as required by this Franchise Agreement, being submitted more than seven (7) calendar days after the due date. Reports shall be considered late until they are submitted in a complete format.	More than seven (7) calendar days after reporting due date	\$500/Day
Misleading/ Inaccurate Reporting	Each occurrence of Company providing misleading or otherwise materially inaccurate information or reporting to the City under or regarding this Franchise Agreement. Typographical, cell reference, mathematical, and/or logic errors are considered legitimate excuses from this requirement.	No acceptable failure level	\$500/Event

By signing at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions of the time that the Franchise Agreement was made.

Company _____

City _____

Sign: _____

Sign: _____

By: _____

By: _____

Its: _____

Its: _____



**City of Grass Valley
City Council
Agenda Action Sheet**

Title: Fee schedule amendment for solid waste collection rates for services provided by Waste Management.

CEQA: Not a project.

Recommendation: That Council 1) hold a public hearing, 2) consider public testimony and a tabulation of protest, and 3) adopt a resolution amending solid waste collection rates for the agreement between the City of Grass Valley and Waste Management.

Prepared by: Zac Quentmeyer, Deputy Public Works Director

Council Meeting Date: 11/26/2024

Date Prepared: 11/20/2024

Agenda: Public Hearing

Background Information: All towns and cities in the State, including Grass Valley, face stringent solid waste legislation under State Senate Bill 1383 (SB 1383). These regulations aim to reduce methane emissions in landfills which are the third largest source of methane in California. For City residents and businesses to remain in compliance with this State Law, new organic waste services are necessary, none of which are funded by the State. Therefore, these services must be funded through an increase in the solid waste rates charged by the City's franchised waste hauler.

Attached to this report, are the proposed maximum rates for solid waste collection services considered as part of the amendment to the franchise agreement for solid waste services between the City of Grass Valley and Waste Management. The amended agreement will ensure the City will be in compliance with the State's SB 1383 requirements to implement organic waste recycling programs that includes a residential food waste recycling program.

While SB 1383 aims to enhance environmental sustainability, the upfront cost associated with its implementation lead to increased solid waste fees for consumers. The primary cost drivers being: 1) increased processing cost of mixed organic waste compared to clean green waste (e.g. approximately \$120 per ton vs \$70 per ton); and 2) increased collection frequency, which requires additional collection vehicles and associated costs such as maintenance, fuel, and additional staffing.

Waste Management is prepared to initiate the curbside collection of organic waste from residential and commercial customers beginning January 6, 2025, at which time the proposed rates will go into effect.

Council Goals/Objectives: High performance government and quality service.

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments: Resolution 2024-80 and proposed fee schedule.

RESOLUTION NO. 2024-80**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AMENDING THE FEE SCHEDULE FOR SOLID WASTE COLLECTION RATES FOR SERVICES PROVIDED BY WASTE MANAGEMENT**

WHEREAS, the City Council adopted an updated franchise agreement with Waste Management in 2012, and

WHEREAS, amendments and rate modifications to the existing franchise agreement with Waste Management have been negotiated to address the minimum requirements of SB1383 and establishment of collection programs being January 2025; and

WHEREAS, these revisions have been incorporated into and are now reflected in the proposed Amended Agreement between the parties; and

WHEREAS, SB1383 is an unfunded state mandate; and

WHEREAS, staff collaborated with Waste Management and community stakeholders to identify the most cost-effective solution to the mandated 3-cart collection program and organics waste processing requirements; and

WHEREAS, cost associated with implementing SB 1383 lead to increased solid waste fees for consumers. The primary cost drivers are processing cost of mixed organic waste compared to clean green waste; and 2) increased collection frequency, which requires additional collection vehicles and associated costs such as maintenance, fuel, and additional staffing.

WHEREAS, in accordance with Proposition 218, on October 10, 2024, the City mailed notices to all property owners of record, notifying them of the proposed rate adjustments and detailing the available protest procedures; and

WHEREAS, on November 26, 2024, the City held a noticed public hearing to consider an adjustment in the fee schedule for solid waste collection fees; and

WHEREAS, at the November 26, 2024 public hearing, the City considered public testimony and a tabulation of protests and a majority protest was absent; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY, as follows:

1. That the foregoing statements are true and correct.

- 2. Effective January 1, 2025, the rates for solid waste collection services provided by Waste Management is hereby adjusted to the amounts set forth in Exhibit A, which is attached hereto and incorporated by this reference.

PASSED AND ADOPTED as a Resolution by the City Council of the City of Grass Valley at a regular meeting thereof held on the 26th day of November 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jan Arbuckle, MAYOR

APPROVED AS TO FORM:

ATTEST:

Michael G. Colantuono, CITY ATTORNEY

Taylor Whittingslow, CITY CLERK

Exhibit A

**Grass Valley
Rates Effective January 1, 2025**

RESIDENTIAL	Total New Rates Effective 1/1/2025
TRASH SERVICES	
1 - 35G CART TRASH - INCLUDES RECYCLE AND ORGANICS	\$38.93
1 - 64G CART TRASH - INCLUDES RECYCLE AND ORGANICS	\$48.79
1 - 96G CART TRASH - INCLUDES RECYCLE AND ORGANICS	\$53.42
1 - 35G - SENIOR/LOW INCOME - INCLUDES RECY AND ORGANICS	\$27.52
ADDITIONAL 35G TRASH CARTS	\$6.36
ADDITIONAL 64G TRASH CARTS	\$6.36
ADDITIONAL 96G TRASH CARTS	\$6.36
RECYCLE SERVICES	
1 - 35 GAL RECYCLING - WITH TRASH SERVICE	\$0.00
1 - 64 GAL RECYCLING - WITH TRASH SERVICE	\$0.00
1 - 96 GAL RECYCLING - WITH TRASH SERVICE	\$0.00
ADDITIONAL 35G RECYCLE CART (AFTER TWO CARTS)	\$3.37
ADDITIONAL 64G RECYCLE CART (AFTER TWO CARTS)	\$3.37
ADDITIONAL 96G RECYCLE CART (AFTER TWO CARTS)	\$3.37
GREENWASTE SERVICES	
64G ORGANICS CART	\$0.00
ADDITIONAL 64G ORGANICS CARTS	\$6.12
EXTRA PICKUPS	
35G - SERVICE DAY EXTRA PICKUP	\$9.70
64G - SERVICE DAY EXTRA PICKUP	\$9.70
96G - SERVICE DAY EXTRA PICKUP	\$9.70
35G - NON-SERVICE DAY EXTRA PICKUP	\$57.76
64G - NON-SERVICE DAY EXTRA PICKUP	\$57.76
96G - NON-SERVICE DAY EXTRA PICKUP	\$57.76

COMMERCIAL	Total New Rates Effective 1/1/2025
TRASH CARTS SERVICES	
1 - 35G CART TRASH	\$23.59
1 - 64G CART TRASH	\$47.19
1 - 96G CART TRASH	\$81.19
TRASH BIN SERVICES	
2 YD 1 X WEEK	\$346.06
2 YD 2 X WEEK	\$580.25
2 YD 3 X WEEK	\$809.48

2 YD 4 X WEEK	\$1,082.99
2 YD 5 X WEEK	\$1,333.36
2 YD 6 X WEEK	\$1,587.13
3 YD 1 X WEEK	\$439.14
3 YD 2 X WEEK	\$736.21
3 YD 3 X WEEK	\$1,042.89
3 YD 4 X WEEK	\$1,341.32
3 YD 5 X WEEK	\$1,642.52
3 YD 6 X WEEK	\$1,962.92
4 YD 1 X WEEK	\$557.10
4 YD 2 X WEEK	\$951.13
4 YD 3 X WEEK	\$1,396.26
4 YD 4 X WEEK	\$1,831.68
4 YD 5 X WEEK	\$2,272.56
4 YD 6 X WEEK	\$2,688.89
6 YD 1 X WEEK	\$689.16
6 YD 2 X WEEK	\$1,172.68
6 YD 3 X WEEK	\$1,700.18
6 YD 4 X WEEK	\$2,276.51
6 YD 5 X WEEK	\$2,740.19
6 YD 6 X WEEK	\$3,254.38
8 YD 1 X WEEK	\$899.14
8 YD 2 X WEEK	\$1,466.95
8 YD 3 X WEEK	\$2,200.44
8 YD 4 X WEEK	\$2,933.90
8 YD 5 X WEEK	\$3,667.40
8 YD 6 X WEEK	\$4,400.85
COMMERCIAL RECYCLE CART SERVICES	
1 - 35 gal recycling - with trash service	\$0.00
1 - 64 gal recycling - with trash service	\$0.00
1 - 96 gal recycling - with trash service	\$0.00
1 - 35G cart recycling - no trash service	\$9.87
1 - 64G cart recycling - no trash service	\$9.87
1 - 96G cart recycling - no trash service	\$9.87
Additional 35 gal recycle cart - after two carts	\$3.29
Additional 64 gal recycle cart - after two carts	\$3.29
Additional 96 gal recycle cart - after two carts	\$3.29
RECYCLE BIN SERVICES	
2 YD - with existing trash service	\$109.25
3 YD - with existing trash service	\$123.43
4 YD - with existing trash service	\$137.61
6 YD - with existing trash service	\$151.07
2 YD - WITH NO EXISTING TRASH SERVICE	\$137.61
3 YD - WITH NO EXISTING TRASH SERVICE	\$151.80
4 YD - WITH NO EXISTING TRASH SERVICE	\$165.98
6 YD - WITH NO EXISTING TRASH SERVICE	\$179.46

GREENWASTE SERVICES	
1 - 64G GREENWASTE	\$6.12
1 - 96G GREENWASTE	\$6.48
EXTRA 64G GREENWASTE CART	\$6.12
EXTRA 96G GREENWASTE CART	\$6.48
TEMPORARY BINS	
Temp 2 YARD BIN	\$92.39
Temp 3 YARD BIN	\$138.57
Temp 4 YARD BIN	\$149.57
Temp 6 YARD BIN	\$193.94
EXTRA PICKUPS	
2 YARD - SERVICE DAY EXTRA PICKUP	\$88.87
3 YARD - SERVICE DAY EXTRA PICKUP	\$133.29
4 YARD - SERVICE DAY EXTRA PICKUP	\$177.67
6 YARD - SERVICE DAY EXTRA PICKUP	\$266.52
2 YARD - NON-SERVICE DAY EXTRA PICKUP	\$114.55
3 YARD - NON-SERVICE DAY EXTRA PICKUP	\$158.95
4 YARD - NON-SERVICE DAY EXTRA PICKUP	\$203.33
6 YARD - NON-SERVICE DAY EXTRA PICKUP	\$292.21

ROLL OFF SERVICES	Total New Rates Effective 1/1/2025
ROLL OFF BINS	
20 yard to 40 Yard C&D	\$232.16
20 yard to 40 Yard Refuse	\$232.16
20 yard to 40 Yard Metals	\$232.16
20 yard to 40 Yard Wood Lumber	\$232.16
20 yard to 40 Yard Recycle - Comingled	\$232.16
10 Yard - dirt, rock, concrete only	\$232.16
DISPOSAL	
Cost per Ton - Refuse	\$106.54
Cost per Ton - C&D	\$90.60
Cost per Ton - dirt, rock, concrete (same as C&D rate)	\$90.60
Cost per Ton - Metal ** May Vary per 3rd Party Charges	N/A
Cost per Ton - Wood/Lumber/GreenWaste	\$74.93
MISCELLANEOUS SERVICES	
Inactivity Fee - Per Day after 7th	\$13.48
COMPACTOR: PER CUBIC YARD	\$56.56
Relocation Charge - at customer's request	\$92.41
Delivery - Applied to Roll off and Instabin	\$92.41

ANCILLARY SERVICES	Total New Rates Effective 1/1/2025
RESIDENTIAL ANCILLARY SERVICES	
BAD/RETURN CHECK FEE	\$25.00
ACTIVIATION/DELIVERY FEES	\$24.14

RESTART FEE W/O DELIVERY	\$19.32
RESTART FEE W/DELIVERY	\$56.18
EARLY RETRIEVAL RESIDENTIAL - SERVICE LESS THAN 1YR	\$40.15
RESIDENTIAL CART REPLACEMENT FEE	\$120.42
LATE FEE IS 2.5% OR \$5.00 WHICH EVER IS GREATER	N/A
RESIDENTIAL MULTIPLE CART EXCHANGE FEE (MORE THAN 1 CART CHANGE WITHIN 12 MONTHS)	\$59.23
COMMERCIAL ANCILLARY SERVICES	
BAD/RETURN CHECK FEE	\$40.15
ACTIVIATION/DELIVERY FEES	\$40.15
RESTART FEE W/O DELIVERY	\$19.32
RESTART FEE W/DELIVERY	\$56.18
OVERFLOW FEE	\$106.04
LATE FEE IS 2.5% OR \$5.00 WHICH EVER IS GREATER	N/A
SALE OF LOCKS	\$46.05
LOCK FEE PER BIN / PER OCCURANCE MONTHLY	\$1.51
PUSH OUT FEE 10'-20' FEET- Per Bin Per Service	\$2.63
PUST OUT FEE 20' OR MORE -Per Bin Per Service	\$5.27
Difficult to Service / Scout Truck Services	
CONTAMINATION CHARGE - 35 Gal*	\$5.45
CONTAMINATION CHARGE - 64 Gal*	\$10.90
CONTAMINATION CHARGE - 96 Gal*	\$18.75
CONTAMINATION CHARGE - 2 YARD BIN*	\$79.92
CONTAMINATION CHARGE - 4 YARD BIN*	\$128.66
CONTAMINATION CHARGE - 6 YARD BIN*	\$159.16
Residential Payment Convenience fee**	\$1.99
Commercial Payment Convenience fee**	\$9.99

*Commercial Contatmination Charge - If recycle bin is more than 5% contaminated, customer will be charged 100% of the corresponding monthly trash rate for equivalent bin size.

**Subject to third party increase



City of Grass Valley City Council Agenda Action Sheet

Title: E Daniels Park Potential Partnership with the Nevada County Library

CEQA: Not a Project

Recommendation: That Council 1) consider the concept of a partnership with the Nevada County Library for upgrading and using E. Daniels Park; and 2) authorize the City Manager to negotiate an agreement with the Nevada County Library for the use of E. Daniels, subject to City Council approval at a later date.

Prepared by: Tim Kiser, City Manager

Council Meeting Date: 11/26/2024

Date Prepared: 11/20/2024

Agenda: Administrative

Background Information: To maximize the utilization of E. Daniels Park and its existing facilities, the City recently issued a Request for Proposals (RFP) seeking innovative ideas to activate the space. While the City received one proposal, staff determined that it was not in the best interest of the City to move forward at this time.

A couple of weeks ago, staff engaged in discussions with representatives from the Nevada County Library regarding a potential partnership to share the use of E. Daniels Park and its existing building. The Library has expressed a keen interest in the space and proposed a project aimed at transforming the park into a safe, welcoming, and multi-functional community hub for both staff and the public.

The primary objective of the Library's proposed project is to enhance the existing building to create a secure, inclusive, and resource-rich environment. This would allow the Library to expand its services by offering improved staff workspace, secure storage solutions, and adaptable areas for occasional public programming. The envisioned programming will support diverse community groups such as teens, English language learners, and local resource organizations, fostering a more inclusive and supportive community space.

To support this vision, the Library has outlined the following improvements for the building, emphasizing accessibility, safety, functionality, and aesthetics at their cost: repainting the exterior of the building, repairing dry rot at the entry door, widening the entrance door to ensure ADA compliance, replacing or removing skylights (pending inspection), installing a new split A/C and heating unit, adding base trim and carpeting, fresh interior paint, installing new gutters and drainage systems, adding updated signage for better wayfinding and accessibility, amongst other improvements.

Grass Valley Library Programs in backyard

Outdoor Youth Programs

Current Weekly:

1. **Stay & Play**- Stay and Play is a play group and storytime for kids age 0-5 and their adults. We especially invite nontraditional caregivers (friends, family members, and neighbors) who care for children in an informal way. Each week features open play for the first hour with fun and creative early literacy toys, as well as a short storytime at 11am. Snacks for kids and coffee/tea for adults is available throughout.
2. **Build Make Play**- Using principles of STEAM (science, technology, engineering, art and math), this program is open to all youth, but is best suited for kids ages 8-12. Have fun creating, building, and learning together.
3. **Nerd Squad**- Self-proclaimed Nerd Squad! Join us to learn and play Dungeons and Dragons. Beginners and experts are welcome.

Current Yearly:

1. **Summer Learning events**- weekly events all summer
2. **Lunch at the Library**- During Summer Learning, Monday through Friday from 12:00-1:00, the Nevada County Library Partners with Grass Valley School District to provide free lunches for children under 18. Each day a fun craft and free book (while supplies last) are provided as well.
3. **Dia**, with either a Puppet show or a magic show-
4. **Community Baby Shower**- In partnership with Nevada County Public Health, there are resources, raffle prizes, giveaways and a storytime.
5. **Halloween Costume swap**- Participants are invited to donate their gently used children's Halloween costumes and pick up a different one.
6. **Halloween storytime & craft**
7. **Earth Day event** with puppet show or live music
8. **Creative Movement for Littles**- Music and dance program

Potential Programs for expanded back yard space:

1. Dia de Los Muertos event
2. Gardening program(s)
3. Pollinator program (s)
4. storywalk
5. pet adoption event

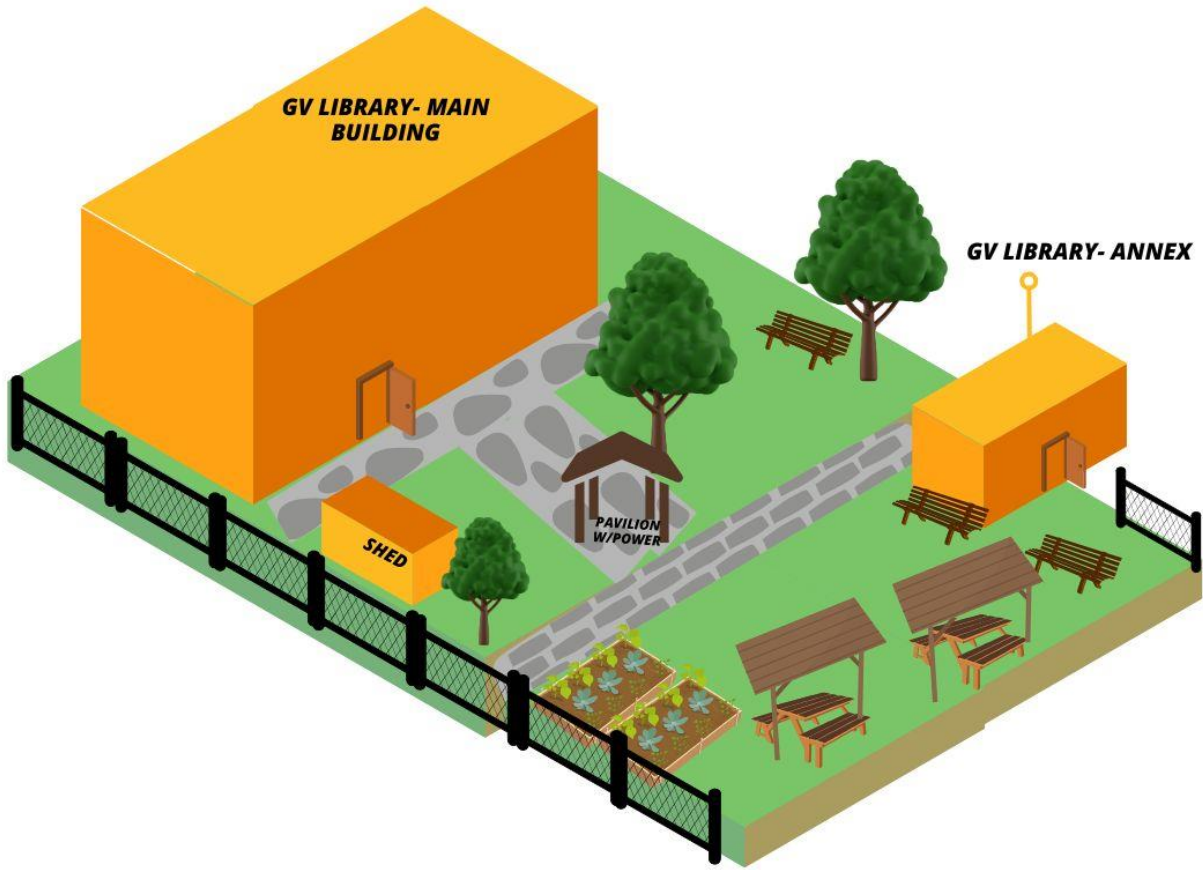
Outdoor Adult Programs

Current/Previous programs:

1. **Rockin' at the Royce-** Live Music outside
2. **Just My Type LIVE-** Writing Workshops was hosted outside
3. **Earth Day Celebration** - Nature poetry, art, and crafts for all ages!
4. **Screen-Free Week Fun Day** – Outdoor interaction and play with some of the available Recreation Collection games as a way to be screen-free.
5. **Lab Rats Mushroom Event** - Getting folks outside to make their own bags of mushroom spores was a hit!
6. **Larger literacy events** – To help support English language learners in the community

Potential Programs for expanded back yard space:

1. **More live music!** - Indoor performances are great, but when the weather is nice, nothing beats listening to music under our big, beautiful trees. We would love to have more events outside, especially if power was more accessible and we had a larger, flatter space for seating.
2. **More science events!** - We would love to promote more of our current Recreation Collection (science kits, telescope, etc.) by showing off the items in action and having people get hands-on experience in a larger, more accessible space.
3. **Move our Resources Day outside!** - As Services Drop-In continues to grow, we would love to have them outside during the warmer months; could also host a mini resource fair in our backyard and the park.



GRASS VALLEY LIBRARY BACKYARD EXTENSION