

# **GRASS VALLEY**

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

Wednesday, March 01, 2023 at 7:00 PM

Council Chambers, Grass Valley City Hall | 125 East Main Street, Grass Valley, California Telephone: (530) 274-4310 - Fax: (530) 274-4399

E-Mail: <a href="mailto:info@cityofgrassvalley.com">info@cityofgrassvalley.com</a>

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 7:00 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/channel/UCdAaL-uwdN8iTz8bI7SCuPQ.

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.

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

<u>AGENDA APPROVAL</u> - 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

<u>PUBLIC COMMENT</u> - 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. For any items not on the agenda, and within the jurisdiction or interest of the City, please come to the podium at this time. 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).

<u>CONSENT ITEMS</u> -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.

1. Approval of the Regular Meeting Minutes of February 14, 2023

**<u>Recommendation</u>**: Council approve minutes as submitted.

2. Local Emergency Proclamation (COVID-19)

**<u>CEQA</u>**: Not a Project

<u>**Recommendation</u>**: Ending of the of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency and adopting Resolution 2023-06.</u>

3. Local Emergency Proclamation (Drought Conditions)

CEQA: Not a Project

<u>Recommendation</u>: Drought Conditions proclamation declaring a Local State of Emergency

Grass Valley Police Officers' Association - Unit 6 - Side Letter to July 1, 2022 - June 30, 2023 - Lateral Police Officer Recruitment Incentives

**<u>CEQA:</u>** Not a Project

**Recommendation**: That Council adopt Resolution No. 2023-05 approving a Side Letter to the Labor Memorandum of Understanding for the period beginning July 1, 2022 through June 30, 2023 between the City of Grass Valley and the Grass Valley Police Officers' Association (Unit 6) for recruitment incentives for lateral police officers.

5. 4th of July Fireworks Show (Approval of Pyro Spectaculars North Agreement)

**CEQA:** Not a Project

**Recommendation**: The Council 1) approve the 2022 4th of July Fireworks Show; 2) approve City Manager to execute an Agreement with Pyro Spectaculars North, Inc. for amount of \$21,500 for the 4th of July Fireworks Show; and 3) approve the Finance Director to make any necessary budget adjustments and transfers.

6. Mill Street Parking Lot Improvements Project - Authorization to Bid

<u>CEQA:</u> The Planning Commission reviewed the information provided in the staff report, considered the comments provided by the public, and determined the project met the Class 11 and Class 32 Categorically Exemptions.

<u>**Recommendation</u>**: That Council authorize the advertisement for bids for the Mill Street Parking Lot Improvements Project</u>

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

**REORGANIZATION RELATED ITEMS** 

PUBLIC HEARING

**ADMINISTRATIVE** 

BRIEF REPORTS BY COUNCIL MEMBERS

ADJOURN

## POSTING NOTICE

This is to certify that the above notice of a Special meeting of The City Council, scheduled for Wednesday, March 1, 2023 at 7:00 PM was posted at city hall, easily accessible to the public, as of 11:00 a.m. Monday, February 27, 2023.

Taylor Day, City Clerk



## **GRASS VALLEY**

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

Tuesday, February 14, 2023 at 7:00 PM

Council Chambers, Grass Valley City Hall | 125 East Main Street, Grass Valley, California Telephone: (530) 274-4310 - Fax: (530) 274-4399

E-Mail: <u>info@cityofgrassvalley.com</u>

Web Site: www.cityofgrassvalley.com

## MINUTES

## CALL TO ORDER

Meeting called to order at 7:01 pm

## PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Lisa Swarthout.

## ROLL CALL

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

## AGENDA APPROVAL -

Motion made to approve the agenda by Councilmember Branstrom, Seconded by Vice Mayor Hodge.

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

## **REPORT OUT OF CLOSED SESSION**

No closed session

## **INTRODUCTIONS AND PRESENTATIONS**

1. Grand Jury Month Proclamation

## PUBLIC COMMENT -

In person comments: Robin Davis, Brenda English, Matthew Coulter, Lisa Swarthout, Michael Colantuono

## **CONSENT ITEMS** -

In person public comment: Matthew Coulter

Motion made to approve the consent calendar by Councilmember Branstrom, Seconded by Vice Mayor Hodge.

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

2. Approval of the Regular Meeting Minutes of January 24th, 2023.

**<u>Recommendation</u>**: Council approve minutes as submitted.

3. Local Emergency Proclamation (COVID-19)

**CEQA:** Not a project

<u>**Recommendation</u>**: Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency</u>

4. Local Emergency Proclamation (Drought Conditions)

**CEQA:** Not a project

<u>**Recommendation</u>**: Drought Conditions proclamation declaring a Local State of Emergency</u>

5. Five-year Printer Lease for City Facilities

**<u>CEQA</u>**: Not a project.

**Recommendation:** That Council 1) approve the City Manager to enter into a five-year lease and service agreement with UBEO for printers throughout City wide facilities for a total not to exceed \$80,000 subject to legal review, and 2) authorize Administrative Services Director to make any needed budget adjustments and/or budget transfers to complete this procurement.

6. Nevada County Transportation Commission - RSTP Allocation Request

**CEQA:** Not a project

<u>**Recommendation</u>**: That Council authorize the Mayor to execute a Resolution requesting Regional Surface Transportation Program Funds for street rehabilitation improvements.</u>

7. A resolution authorizing the submittal of the Regional Early Action Planning Grant Program (REAP 2.0) to State of California Department of Housing and Community Development for an infrastructure grant in support of housing.

CEQA: Not a Project

**<u>Recommendation</u>**: That Council adopt the attached resolution and authorize the Mayor to sign said resolution.

8. Job Description Approval - Community Development Director

**<u>CEQA:</u>** Not a project.

<u>**Recommendation**</u>: That Council approve a revised job description for the position of the Community Development Director.

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

## BRIEF REPORTS BY COUNCIL

Councilmember Branstrom attended a ERC housing meeting, Grass Valley PD ride along, Living Room Political Talk, County Media, participating Camera Club on camera photo challenge. Councilmember Caravelli attended an ERC Special Meeting and the Downtown shopping event. Councilmember Ivy purchased a Pear Tree from a Felix Gillet Farm. Vice Mayor Hodge attended Greater of Grass Valley Chamber Mixer and the Downtown shopping event. Mayor Arbuckle wants to remind everyone it's the beginning of Black History Month. She attended the State of the Cities Meeting, a Chamber and GVDA meeting, a JEDI ad hoc meeting, an Assumption of command at Beal Air Force, a Law enforcement and Fire Council Meeting, and Congratulate Branstrom for being officially being appointed to LAFCo.

## **ADJOURN**

Meeting adjourned at 7:38 pm

Jan Arbuckle, Mayor

Taylor Day, City Clerk

Adopted on:\_\_\_\_\_



Title: Local Emergency Proclamation (COVID-19)

**<u>CEQA</u>**: Not a Project

<u>Recommendation</u>: Ending of the of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency and adopting Resolution 2023-06.

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 2/28/2023

Date Prepared: 2/24/2023

Agenda: Consent

**Background Information:** On March 5, 2020 the City Manager, acting as the Director of Emergency Services for the City of Grass Valley and the Disaster Council (Vice Mayor Aguilar and Councilmember Arbuckle), declared a local State of Emergency to ensure emergency personnel can obtain equipment and resources in the most timely and effective manner. In accordance with the Emergency Services Act Section 8630 (b) the governing body must ratify the declared emergency within 7 days for it to remain in effect. On March 10, 2020, at the Grass Valley City Council Meeting, the City Council approved Resolution 2020-09, Proclamation of Local Emergency, and continued the proclamation thru the February 14<sup>th</sup>, 2023 meeting.

As of February 28<sup>th</sup>, 2023 Governor Newsom has proclaimed that California's current COVID-19 state of emergency will end. The City of Grass Valley will mirror the State of California's Declaration and end the COVID-19 Emergency as well on February 28<sup>th</sup>, 2023. This resolution will take effect on March 1<sup>st</sup>, 2023.

<u>Council Goals/Objectives</u>: Ending the Local State of Emergency due to coronavirus COVID-19 executes portions of City Strategic Goal #6: Public Safety. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: \_\_\_ City Manager

Attachments: R2023-06

#### Item # 2.

#### **RESOLUTION NO. 2023-06**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY, CALIFORNIA, ENDING THE LOCAL EMERGENCY ORDER DECLARATIONS RELATED TO COVID-19 AND REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES EFFECTIVE MARCH 1, 2023, PURSUANT TO BROWN ACT PROVISIONS

**WHEREAS,** the City of Grass Valley is committed to preserving and nurturing public access and participation in the meetings of its legislative bodies; and

WHEREAS, all meetings of the City of Grass Valley's legislative bodies are open and public, as required by the Ralph M. Brown Act (Government Code Sections 54950 – 54963) (the "Brown Act"), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, AB 361 and SB 2449 amended the Brown Act to allow cities to continue to meet remotely during proclaimed states of emergency under modified Brown Act requirements similar to those established by Governor Newsom under emergency powers; and

WHEREAS, Government Code Section 54953(e) of the Brown Act makes provisions for remote teleconferencing participation in meetings by a quorum of a legislative body, without compliance with the requirements of Government Code Section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition of Government Code Section 54953(e) is that a state of emergency be declared by the Governor pursuant to Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code Section 8558(b); and

WHEREAS, pursuant to Government Code Section 8558(c) a "local emergency" is proclaimed when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS,** on March 4, 2020, Governor Gavin Newsom declared a state of emergency to exist in California as a result of COVID-19; and

WHEREAS, on March 12, 2020 Governor Gavin Newsom issued Executive Order No. N-25-20 allowing public meetings to be held by teleconferencing or telephonically and waiving provisions in the Brown Act expressly or impliedly requiring the physical presence of members, the clerk, or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting;

WHEREAS, Grass Valley Municipal Code Section 8.12.010 *et seq*. establishes the Disaster Council of the City of Grass Valley, and empowers the Disaster Council to proclaim the existence, or threatened existence, of a local emergency if the City Council is unavailable and requires the City Council to ratify the proclamation within seven days thereafter; and

WHEREAS, on March 5, 2020, the Disaster Council adopted Grass Valley Disaster Council Order 2020-01 proclaiming the existence of a local emergency within the City of Grass Valley;

WHEREAS, on March 10, 2020, the City Council of Grass Valley adopted Resolution No. 2020-09 declaring a local emergency as a result of COVID-19; and the City Council voted to continue the declaration of local emergency on March 24, 2020; April 14, 2020; April 28, 2020; May 12, 2020; May 26, 2020; June 9, 2020; June 23, 2020; July 14, 2020; July 28, 2020; August 11, 2020; August 25, 2020; September 8, 2020; September 22, 2020; October 13, 2020; October 27, 2020; November 10, 2020; November 24, 2020; December 9, 2020; January 12, 2021; January 26, 2021; February 9, 2021; February 23, 2021; March 9, 2021; March 23, 2021; April 13, 2021; April 27, 2021; May 11, 2021; May 25, 2021; June 22, 2021; July 13, 2021; July 28, 2021; August 10, 2021; August 24, 2021; September 14, 2021; October 12, 2021; October 26, 2021; November 9, 2021; November 23, 2021; December 14, 2021; January 11, 2022; January 25, 2022; February 8, 2022; February 22, 2022; March 8, 2022; April 12, 2022; April 26, 2022; May 10, 2022; May 24, 2022; June 28, 2022; August 23, 2022; September 13, 2022; September 27, 2022; October 11, 2022; October 25, 2022; November 8, 2022; November 22, 2022; December 13, 2022; January 10, 2023; January 24, 2023; February 14, 2023; and

WHEREAS, on March 24, 2020, the City Council adopted an Urgency Ordinance

2020-01 Enacting a Temporary Moratorium on Evictions of Residential and Commercial Tenants; and

WHEREAS, on November 9, 2021, the City Council adopted Resolution No. R2021-60 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to Government Code Section 54953(e), and voted to continue this authorization on January 11, 2022 (Resolution No. R2022-02); February 8, 2022 (Resolution No. R2022-06); February 22, 2022 (Resolution No. R2022-07); June 28, 2022 (Resolution No. R2022-59); August 23, 2022 (Resolution No. R2022-70); September 13, 2022 (Resolution No. R2022-71); September 27, 2022 (Resolution No. R2022-75); October 11, 2022 (Resolution No. R2022-75); October 25, 2022 (Resolution No. R2022-79); November 8, 2022 (Resolution No. R2022-83); November 22, 2022 (Resolution No. R2022-84); December 13, 2022 (Resolution No. R2022-86); January 10, 2023 (Resolution No. R2023-01); January 24, 2023 (Resolution No. R2023-02); and

WHEREAS, Governor Newsom proclaimed that California's current COVID-19 state of emergency will end February 28, 2023; and

WHEREAS, the City of Grass Valley, consistent with Government Code Section 8630(d), desires to sunset the Local Emergency Order established March 10, 2020 and all subsequent resolutions extended multiple times through February 14, 2023, to mirror the State of California's declaration to the end of the COVID-19 Emergency effective February 28, 2023.

## NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GRASS VALLEY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

**SECTION 1. Recitals.** The preceding Recitals are true and correct and are hereby incorporated and adopted as findings and determinations by the City Council as if fully set forth herein.

SECTION 2. Proclamation. The City Council does hereby find:

A. That the local state of emergency due to the outbreak of SARS-CoV-2 (COVID-19) established by Resolution No. 2020-09 and extended through February 14, 2023 shall be terminated due to the conditions related to this emergency on February 28, 2023.

B. That the City will continue to ensure public access to meetings of its legislative bodies pursuant to the relevant sections of the Government Code.

**SECTION 3. Remote Teleconference Meetings.** The City Manager and legislative bodies of the City of Grass Valley are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code Section 54953 and other applicable provisions of the Brown Act.

**SECTION 4. Effective Date of Resolution**. This Resolution shall take effect March 1, 2023. Nothing herein prohibits the City Council from utilizing other provisions of Government Code Section 54953 as written.

ADOPTED as a resolution of the City Council of the City of Grass Valley at a regular meeting held on the 28th day of February 2023 by the following vote:

AYES: NOES: ABSENT: ABSTAINING:

Jan Arbuckle, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael G. Colantuono, City Attorney

Taylor Day, City Clerk



Title: Local Emergency Proclamation (Drought Conditions)

CEQA: Not a Project

<u>**Recommendation</u>**: Drought Conditions proclamation declaring a Local State of Emergency</u>

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 2/28/2023

Date Prepared: 2/23/2023

Agenda: Consent

**Background Information:** On May 10, 2021, Governor Newsom modified a State of Emergency Proclamation that declared that a State of Emergency to exist in California due to severe drought conditions to include 41 counties, including Nevada County. The Proclamation directed state agencies to partner with local water suppliers to promote conservation through the Save Our Water campaign, a critical resource used by Californians during the 2012-2016 drought. Some municipalities have already adopted mandatory local water-saving requirements, and many more have called for voluntary water use reductions.

Nevada Irrigation District (NID) declared a drought emergency throughout the District's service area on April 28, 2021, which includes portions of the City of Grass Valley, and requested that customers conserve 10 percent of their normal water usage. Both NID and Nevada City have now mandated at least 20% conservation requirements.

On June 22, 2021, City Council approved Resolutions No. 2021-41 declaring a local emergency due to drought conditions and No.2021-42 mandating water conservation. All treated Water Customers are required to reduce water use by 20%.

<u>Council Goals/Objectives</u>: This resolution executes portions of work tasks towards achieving/maintaining Strategic Plan - Water and Wastewater Systems and Underground Infrastructure. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

**<u>Fiscal Impact</u>**: The Fiscal Impact to the Water Fund should be minor, but if the drought continues for several years the impact could be more significant.

Funds Available: N/A

Account #: N/A

Reviewed by: \_\_\_ City Manager



<u>Title</u>: Grass Valley Police Officers' Association - Unit 6 - Side Letter to July 1, 2022 - June 30, 2023 - Lateral Police Officer Recruitment Incentives

**<u>CEQA:</u>** Not a Project

<u>Recommendation</u>: That Council adopt Resolution No. 2023-05 approving a Side Letter to the Labor Memorandum of Understanding for the period beginning July 1, 2022 through June 30, 2023 between the City of Grass Valley and the Grass Valley Police Officers' Association (Unit 6) for recruitment incentives for lateral police officers.

## Prepared by: Timothy M. Kiser City Manager

Council Meeting Date: 2/28/2023

Date Prepared: 2/22/2023

Agenda: Consent

**Background Information:** With the difficulty of police departments recruiting lateral police offices statewide, jurisdictions are offering various incentives to attract experienced qualified police officers. In an effort to maintain the City of Grass Valley's ability to attract experienced police officers competitive with other jurisdictions, the City Manager has recently re-opened the current Labor Memorandum of Understanding (MOU) with the Grass Valley Police Officers' Association (Unit 6) to add discretionary recruitment incentives. These discretionary recruitment incentives for a lateral hire would provide the ability for the City to allow salary step placement to match experience within the salary range, and up to 80 hours vacation incentive at date of hire. Additionally, lateral hires may earn vacation accruals commensurate with their years of experience. Unit 6 has agreed to these recruitment incentives. All other terms, conditions, and provisions of the MOU, to the extent not modified by this Agreement, shall remain in full force and effect.

<u>Council Goals/Objectives</u>: Approval of the updated negotiated Side Letter between the City and Unit 6 executes portions of the work tasks towards achieving /maintaining the Strategic Plan goal to maintain a Productive and Efficient Workforce.

**<u>Fiscal Impact</u>**: The fiscal impact will be minor and will vary from year to year, but should be handled annually within the department's budget.

Funds Available: Yes

Account #: N/A

**<u>Reviewed by</u>:** \_\_\_ City Manager

Attachments:

- Resolution No. 2023-05 Approval of Unit 6 Side-Letter
- Side Letter Unit 6

#### **RESOLUTION NO. 2023-05**

## RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY ADOPTING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING WITH THE GRASS VALLEY POLICE OFFICERS' ASSOCATION (UNIT #6) FOR THE PERIOD JULY 1, 2022 – JUNE 30, 2023 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID SIDE LETTER AGREEMENT

**WHEREAS,** the City and the association recognize the benefit of recruiting lateral police officers, and

**WHEREAS**, the City and the association have met and conferred over possible incentives to recruit lateral police officers.; and

**WHEREAS,** the parties came to an agreement which incorporates updates to the attached Side Letter;

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

- 1. The above recitals are true and correct and are a substantive part of this Resolution.
- 2. The City Council of the City of Grass Valley approves the Side Letter to the current Memorandum of Understanding for the Grass Valley Police Officers' Association (Unit #6) and authorizes the City Manager to execute said Side Letter.

**PASSED AND ADOPTED** as a Resolution of the City Council of Grass Valley at a meeting thereof held on the 28<sup>th</sup> day of February 2023 by the following vote:

AYES: Councilmember NOES: Councilmember ABSENT: Councilmember ABSTAINING: Councilmember

Jan Arbuckle, Mayor

ATTEST:

APPROVED AS TO FORM:

Taylor Day, City Clerk

Michael Colantuono, City Attorney

## THE CITY OF GRASS VALLEY (CITY) AND THE GRASS VALLEY POLICE OFFICERS' ASSOCIATION SIDE LETTER AGREEMENT TO JULY 1, 2022 – JUNE 30, 2023 MEMORANDUM OF UNDERSTANDING

WHEREAS, the City and the association recognize the benefit of recruiting lateral police officers, and

WHEREAS, the City and the association have met and conferred over possible incentives to recruit lateral police officers.

NOW THEREFORE, the City and the Association agree to the following discretionary incentives for the lateral hire or Police Officers:

LATERAL HIRE INCENTIVE - POLICE OFFICER As a recruitment incentive for the lateral hire of a police officer, the City may, at its discretion, offer one or more of the following employment enhancements to employees hired after the date of adoption of this agreement.

- A. Salary step placement at a competitive rate based on experience as a police officer or deputy sheriff.
- B. Accrual of vacation leave placement at a competitive rate based on experience as a police officer or deputy sheriff. Up to 80 hours vacation incentive at date of hire.

CITY

Tim Kiser, City Manager

Date

**GVPOA** 

John Herrera, GVPOA President

Date

Item # 4.



**<u>Title:</u>** 4<sup>th</sup> of July Fireworks Show (Approval of Pyro Spectaculars North Agreement)

**CEQA:** Not a Project

<u>**Recommendation</u>**: The Council 1) approve the 2022 4th of July Fireworks Show; 2) approve City Manager to execute an Agreement with Pyro Spectaculars North, Inc. for amount of \$21,500 for the 4<sup>th</sup> of July Fireworks Show; and 3) approve the Finance Director to make any necessary budget adjustments and transfers.</u>

Prepared by: Timothy M. Kiser, City Manager Council Meeting Date: 02/28/2023

Date Prepared: 02/22/2023

Agenda: Consent

**Background Information:** In 2020, the 4<sup>th</sup> of July fireworks show traditionally held at the Nevada County Fairgrounds was cancelled due to COVID-19 restrictions. Considering the stress and hard times caused by the pandemic, the City felt our community deserved to retain some form of the 4<sup>th</sup> of July tradition, so the City of Grass Valley hosted a 4<sup>th</sup> of July fireworks show. The show was a tremendous success. Citizens throughout the City enjoyed the free fireworks show and all the fireworks were donated by local business owners and community members. In 2021 and 2022, the City held the show again, but they were even bigger and more successful than the previous year's. All of the City-hosted shows were so successful because of the community support and and generous donations/sponsorships received to fund both shows. City staff wants to bring the fireworks show back again this year, and secure sponsorships to fund the show.

Attached for Council consideration is the agreement with Pyro Spectaculars North, Inc.

<u>Council Goals/Objectives</u>: The 4<sup>th</sup> of July Firework Show executes portions of work tasks towards achieving/maintaining Strategic Plan - Community Leadership

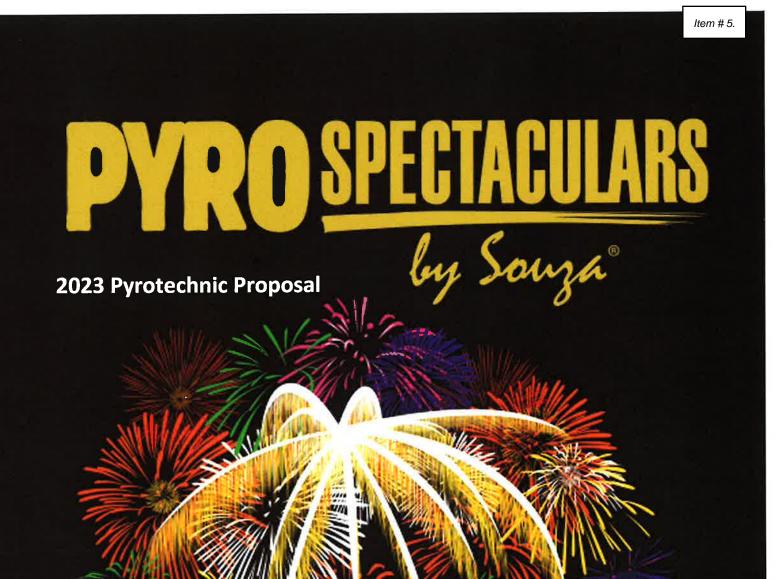
**Fiscal Impact:** There will be sufficient funds in the current budget and next fiscal years budget for this action.

Funds Available: Yes

Account #: General Fund

Reviewed by: City Manager

Attachments: Pyro Spectaculars North, Inc. Proposal/Production Agreement



# **City of Grass Valley**

July 4, 2023



#### January 30, 2023

City of Grass Valley Tim Kiser 125 East Main St. Grass Valley, CA 95945

Dear Mr. Kiser,

Pyro Spectaculars North, Inc. is happy to provide our pyrotechnic proposal for your July 4, 2023 event. The following proposal outlines your custom designed Program "A" for the amount of \$21,500.00.

Our full service program includes necessary preproduction services, the services of a licensed pyrotechnic operator, specialized crew and pyrotechnic safety equipment used for support and protection. The price also includes insurance coverage, sales tax, and delivery. To help ensure public safety, we work directly with the local fire authority, and we apply for the necessary fireworks related permits. Our winning combination of products, people, and production capabilities help produce the best fireworks entertainment package for your event.

Your organization will be responsible for payment of permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location, necessary security for the display site, and other event permits.

Please review the enclosed Proposal, Product Synopsis, Production Agreement, and Scope of Work in detail. In order to reserve your program, it is imperative that you return the fully executed agreement to us by February 23, 2023, the price firm date in your production agreement. The program, pricing, and show date may not be available beyond the price firm date. In addition, your initial payment and permit fees will be due to our office by March 31, 2023.

If you wish to discuss your program or need more information, please call either me or your Customer Service Representative Marco Montenegro at (909) 355-8120 ext. 239.

Sincerely,

PYRO SPECTACULARS NORTH, INC.

# David Mosley

David Mosley

**PYRO Show Producer** 

DM/vt

Enclosures

Page 18

# Product Synopsis • Pyrotechnic Proposal City of Grass Valley PROGRAM A – July 4, 2023 \$21,500.00

## Main Body - Aerial Shells

<ul> <li>Description</li> <li>3" Souza Designer Selections</li> </ul>	<mark>Quantity</mark> 480
Total of Main Body - Aerial Shells	480
Grand Finale	

Description	<u>Quantity</u>
2" Souza Designer Bombardment Shells	100
♦ 2.5" Souza Designer Bombardment Shells	72
3" Souza Designer Bombardment Shells	195
Total of Grand Finale	367
Grand Total	847

Product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.



#### PRODUCTION AGREEMENT

This agreement ("Agreement") is made this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_, 2023 by and between **Pyro Spectaculars North, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and City of Grass Valley, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. <u>Engagement</u> - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "<u>A</u>", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** – PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed, including preproduction services, all as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** – CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

 Time and Place - The Production shall take place on July 4, 2023, at approximately 9:30 PM, at Gravel Lot Across the Street from 291 Dorsey Dr., Grass Valley, CA, Site.

#### 3. Fees, Interest, and Expenses -

3.1 Fee - CLIENT agrees to pay PYRO a fee of \$21,500.00 USD (TWENTY-ONE THOUSAND FIVE HUNDRED DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO an initial payment ("Initial Payment") equal to 50 % of the Production Fee \$10,750.00 USD (TEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS) plus estimated permit and standby fees, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$00.00, upon the execution of this Agreement by both parties but no later than March 31, 2023. The Initial Payment is a partial payment toward the preproduction services and costs set forth in the Scope of Work ("Preproduction Services and Costs".) The balance of the Fee shall be paid no later than July 5, 2023. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 Interest - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** – PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. <u>Safety</u> - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. <u>Security</u> - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. <u>Cleanup</u> - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up. 8. <u>Permits</u> - PYRO agrees to apply for permits for the firing of pyrotechnics only from the <u>Grass Valley Fire Department</u>, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permits on or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. Indemnification - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO. their officers, agents, contractors, providers, or or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. <u>Limitation of Damages for Ordinary Breach</u> - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. Force Majeure - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. <u>Right To Cancel</u> – CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. <u>Applicable Law</u> - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. Notices - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO – Pyro Spectaculars North, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT – <u>City of Grass Valley, 125 East Main Street, Grass Valley, CA 95945.</u>

18. Modification of Terms - All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. Severability - If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. Price Firm - If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, or if the Initial Payment is not paid on or before the due date, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

> **PRICE FIRM through February 23, 2023** EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE. See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS NORTH, INC.

ι. Έ

Its: President

Date:

City of Grass Valley

By:

Its:

Print Name

Date:

SHOW PRODUCER: David Mosley

#### SCOPE OF WORK PYRO SPECTACULARS NORTH, INC. ("PYRO") and City of Grass Valley ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

 One Pyro Spectaculars North, Inc., Production on July 4, 2023, at approximately <u>9:30 PM</u> at Gravel Lot Across the Street from 291 Dorsey Dr., Grass Valley, CA.

• All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.

• Preproduction Services and Costs for the Production, including advance acquisition of materials and products; design, engineering, programming, handling, staging, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance, including MCS90 explosives transportation coverage, parking, security, and maintenance.

- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the preproduction and Production as set forth in the Agreement with the following limits:

Insurance Requirements	<u>Limits</u>	
Commercial General Liability	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
Business Auto Liability- Owned, Non-Owned and Hired Autos	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
Workers' Compensation	Statutory	
Employer Liability	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

• All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.

• Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.

• Costs of all permits required for the presentation of the Production and the event as a whole.

• Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.

• General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.



# **PYRO - SPECTACULARS - NORTH INC.**

5301 LANG AVE. McCLELLAN, CA 95652 (916) 640.0173

DATE	INVOICE #	
01/30/2023	N 300	

## **BILL TO**

City of Grass Valley Tim Kiser 125 East Main St. Grass Valley, CA 95945

SHIP TO	

DESCRIPTION		AMOUNT
INTIAL PRODUCTION FEE FOR SPECIAL FIREWORKS DISPLAY PROGRAM "A"		\$10,750.00
ON July 4, 2023		
PAYMENT DUE: March 31, 2023		
FINAL PAYMENT DUE WILL BE INVOICED AT A LATER DATE		
		Benergen och det at an
т	ota	\$10,750.00



Title: Mill Street Parking Lot Improvements Project - Authorization to Bid

<u>CEQA</u>: The Planning Commission reviewed the information provided in the staff report, considered the comments provided by the public, and determined the project met the Class 11 and Class 32 Categorically Exemptions.

<u>**Recommendation**</u>: That Council authorize the advertisement for bids for the Mill Street Parking Lot Improvements Project

Prepared by: Bjorn P. Jones, City Engineer

Council Meeting Date: 2/28/2023

Date Prepared: 2/23/2023

Agenda: Consent

**Background Information:** The Mill Street Parking Lot Improvements Project involves the construction of an outdoor parking lot containing 32 parking spaces (2 accessible), located on a City owned lot at 309 Mill Street. City Council previously reviewed and approved of the project in July 2021 and agreed with a Categorically Exempt determination in accordance with California Environmental Quality Act (CEQA) at that time.

The Mill Street Parking Lot is intended to provide vehicle parking for the downtown area and will offset lost parking spaces on Mill Street from the Downtown Streetscapes Improvement Project. Due to the steep topography of this property, extensive grading and retaining wall construction is required. The project plans incorporate concrete and asphalt concrete surfacing of the parking lot and include lighting and landscaping elements.

Plans and specifications for the Mill Street Parking Lot Improvement Project are being finalized by Engineering Division. At this time the total project cost is estimated at \$525,000. Staff requests that Council authorize the bidding process for construction of this project.

<u>Council Goals/Objectives</u>: Construction of the Mill Street Parking Lot Improvement Project executes portions of work tasks towards achieving/maintaining Strategic Plan Goal #1 - Community and Sense of Place and Goal #4 - Economic Development and Vitality.

**<u>Fiscal Impact</u>**: The project is funded in the Fiscal Year 22/23 CIP Budget with the use of remaining Regional Circulation Funds

Funds Available: Yes

Account #: 300-406-63440

Reviewed by: \_\_\_ City Manager