



GRASS VALLEY

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

Tuesday, January 10, 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: 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 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

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

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. 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).*

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.*

1. Approval of the Regular Meeting Minutes of December 13, 2022

CEQA: Not a Project

Recommendation: Council approve minutes as submitted.

2. Assembly Bill 361 Resolution

CEQA: Not a Project

Recommendation: Adopt resolution R2023-01 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

3. Local Emergency Proclamation (COVID-19)

CEQA: Not a Project

Recommendation: Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency

4. Local Emergency Proclamation (Drought Conditions)

CEQA: Not a Project

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

5. Appointment of City Councilmembers and Staff to Boards and Commission

CEQA: Not a Project

Recommendation: Approve Mayor Arbuckle's recommended appointments of Councilmembers and Staff to various Boards and Commissions.

6. Appointment of Planning Commissioner

CEQA: Not a Project

Recommendation: That Council approve the appointment of Justin Gross as Planning Commissioner for Councilmember Caravelli.

7. Appointment of Councilmember Caravelli's Nominee, Ben Aguilar, for the Measure E Oversight Committee

CEQA: Not a Project

Recommendation: That the City Council appoint Measure E Oversight Committee member Aguilar to a term ending December 2026.

8. Memorial and Minnie Park Landscaping and Grounds Maintenance Services

CEQA: Exempt

Recommendation: The Council 1) approves the City Manager to execute a Professional Services Agreement with Weiss Landscaping to preform landscape and grounds maintenance services at Memorial and Minnie Park for five years and not to exceed contract amount of \$124,115.34 subject to legal review; 2) allowing City Manager to approve a 5% contingency for additional work; and 3) approve Finance Director to make any necessary budget adjustments and transfers to implement this agreement.

9. Professional services agreement amendment for City Council Chambers and Adjacent Conference Room Audio, Video, and Sound System Broadcasting Upgrade Project

CEQA: Exempt

Recommendation: The Council 1) approve City Manager to execute a Professional Services Agreement Amendment No. 1 up to \$9,801.62 for the City Council Chambers and Adjacent Conference Room Audio, Video, and Sound System Broadcasting Upgrade Project, subject to legal review; and 2) approve the Finance Director to make any necessary budget adjustments and transfers.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

10. Recognized Obligation Payment Schedule (ROPS 23-24) for July 2023 through June 2024

CEQA: Not a Project

Recommendation: It is recommended that the Successor Agency adopt Resolution No. SA 2023-01 approving the Recognized Obligation Payment Schedule (ROPS 23-24) for the time period July 1, 2023 through June 30, 2024

- [11.](#) Discussion of implementation concerns with SB 1383, AB 341, and AB 1826 (State Mandated Recycling and Organic Waste programs)

CEQA:

Recommendation: Informational only, no action required.

BRIEF REPORTS BY COUNCIL MEMBERS

ADJOURN

POSTING NOTICE

This is to certify that the above notice of a meeting of The City Council, scheduled for Tuesday, January 10, 2023 at 7:00 PM was posted at city hall, easily accessible to the public, as of 5:00 p.m. Friday, January 6, 2023.

Taylor Day, Deputy City Clerk



GRASS VALLEY

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

Tuesday, December 13, 2022 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

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MINUTES

CALL TO ORDER

Meeting called to order at 7:02 pm.

PLEDGE OF ALLEGIANCE

Della Aguilar led the pledge of allegiance.

ROLL CALL

PRESENT

Council Member Bob Branstrom

Council Member Hilary Hodge

Council Member Tom Ivy

Vice Mayor Jan Arbuckle

Mayor Ben Aguilar

AGENDA APPROVAL -

Motion to approve agenda as submitted by Vice Mayor Arbuckle, Seconded by Council Member Hodge.

Voting Yea: Council Member Branstrom, Council Member Hodge, Council Member Ivy, Vice Mayor Arbuckle, Mayor Aguilar

REPORT OUT OF CLOSED SESSION

No closed session

INTRODUCTIONS AND PRESENTATIONS

1. Recognition of Council Member Aguilar by the City Council for his service on the City of Grass Valley City Council from February 10, 2015 to December 13th, 2022.
2. Recognition of Mayor Aguilar by the City Council for his service as Mayor of the City from December 8, 2020 to December 13, 2022.

CONSENT ITEMS -

Motion to approve consent as submitted by Vice Mayor Arbuckle, Seconded by Council Member Branstrom.

Voting Yea: Council Member Branstrom, Council Member Hodge, Council Member Ivy, Vice Mayor Arbuckle, Mayor Aguilar

3. Approval of the Regular Meeting Minutes of November 22, 2022

Recommendation: Council approve minutes as submitted.

4. Approval of the Special Meeting Minutes of December 7, 2022

Recommendation: Council approve minutes as submitted.

5. Assembly Bill 361 Resolution

Recommendation: Adopt resolution R2022-86 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

6. Local Emergency Proclamation (COVID-19)

Recommendation: Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency

7. Local Emergency Proclamation (Drought Conditions)

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

8. Reimbursement of Employee Expenses for the Maintenance and Training of Peer Support Dogs Policy

Recommendation: That Council 1) approve a Resolution No. 2022-87 - Adopting a Policy to Reimburse Employee Handlers of Peer Support Dogs; and 2) authorize the Administrative Services Director to make any budget adjustments and/or transfers associated with the reimbursement of employee expenses for the maintenance and training of peer support dogs policy.

9. Authorize travel for Vice Mayor Arbuckle to the National League of Cities (Congressional City Conference)

Recommendation: That Council approve travel and related expenses for Vice Mayor Arbuckle to attend the National League of Cities (Congressional City Conference).

10. Second reading of Ordinance 821 to amend City of Grass Valley Municipal Code, Title 15, Chapters 15.02 to 15.06 that incorporates the 2022 California Building Codes

Recommendation: Conduct the second reading, by title only, and adopt Ordinance 821 amending the Grass Valley Municipal Code Chapters 15.02 to 15.06 that incorporates the 2022 California Building Standards Code Title 24 Parts 1 through 12, 2021 International Swimming Pool and Spa Code, 2021 International Property Maintenance Code, and local amendments.

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

REORGANIZATION RELATED ITEMS

11. Canvass and Statement of Results for the November 8, 2022 General Municipal Election.

Recommendation: Adopt Resolution No. 2022-85 finding and declaring the results of the November 8, 2022 General Municipal Election.

Motion to Adopt Resolution No. 2022-85 finding and declaring the results of the November 8, 2022 General Municipal Election by Vice Mayor Arbuckle, Seconded by Council Member Branstrom.

Voting Yea: Council Member Branstrom, Council Member Hodge, Council Member Ivy, Vice Mayor Arbuckle, Mayor Aguilar

At this time Council Member Aguilar will vacate his seat at the dias.

12. New Council Member Installation - Haven Caravelli & Hilary Hodge

Recommendation: The Deputy City Clerk will administer the oath of office to new Council Members Haven Caravelli and Hilary Hodge for a four-year term commencing December 13, 2022 and continuing through December 8, 2026 or until their successor is elected and the election has been certified.

Council Member Caravelli and Council Member Hodge took their Oath of Office for the term commencing December 13, 2022 and continuing through December 8, 2026 or until their successor is elected and the election has been certified.

At this time Council Member Caravelli and Council Member Hodge will take seats at the dais.

13. Council Reorganization - Selection of Mayor and Vice Mayor

Recommendation: That the Deputy City Clerk conduct the election of the Mayor. The Deputy City Clerk will then turn the meeting over to the new Mayor. The new Mayor will conduct the election of the Vice Mayor.

Motion made to nominate Council Member Arbuckle for Mayor by Council Member Hodge and seconded by Council Member Branstrom. Voting Yea: Council Member Branstrom, Council Member Caravelli, Council Member Ivy, Councilmember Hodge, Vice Mayor Arbuckle.

Motion made to nominate Council Member Hodge for Vice Mayor by Council Member Ivy and seconded by Councilmember Branstrom. Voting Yea: Council Member Branstrom, Council Member Caravelli, Council Member Ivy, Councilmember Hodge, Mayor Arbuckle.

At this time name plates will be rearranged.

PUBLIC COMMENT -

In person: Lisa Swarthout

BRIEF REPORTS BY COUNCIL MEMBERS

Council Member Branstrom welcomed Haven, amazed by our community, attended a Wild Life Rehab Facility tour, the NorthStar open house, and he hopes to attend the upcoming Cornish Christmas, and Sierra Master Corral Concert. Council Member Caravelli has nothing to report. Council Member Ivy has nothing to report. Vice Mayor Hodge thank you to Sierra Nevada Hospital Emergency Room, and thank you to our public works and emergency

responders. Mayor Arbuckle attended the Caring and Sharing event, and the City had the Holiday Breakfast, and wants to wish everyone a Happy Holidays.

ADJOURN

Meeting adjourned at 7:34 pm.

Jan Arbuckle, Mayor

Taylor Day, Deputy City Clerk

Adopted on: _____



City of Grass Valley City Council Agenda Action Sheet

Title: Assembly Bill 361 Resolution

CEQA: Not a Project

Recommendation: Adopt resolution R2023-01 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

Prepared by: Taylor Day, Deputy City Clerk

Council Meeting Date: 1/10/2023

Date Prepared: 1/5/2023

Agenda: Consent

Background Information: On March 4, 2020, the Governor of California proclaimed a state of emergency pursuant to government code section 8625. Assembly Bill 361 went into effect October 1st, 2021, it allows legislative bodies to hold public meetings by teleconference without reference to otherwise applicable requirements in the Government Code section 54953(b)(3). The option for teleconferencing is allowed so long as the legislative body complies with certain requirements, there exists a declared state of emergency, and one of the following circumstances is met: 1) State or local officials have imposed or recommended measures to promote social distancing. 2) The legislative body (City Council) is holding the meeting for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees. 3) The legislative body (City Council) has determined, by majority vote, that meeting in person would present imminent risks to the health or safety of attendees. This action will allow City Council and all other legislative bodies to continue with virtual meetings as has been done throughout the COVID-19 pandemic. Live streamed meetings will continue to be available via the City's website, as will the option to leave public comments in real time via voicemail or email.

Council Goals/Objectives: Approval of AB 361 Resolution 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: R2023-01

RESOLUTION NO. 2023-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
 AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL
 AND OTHER LEGISLATIVE BODIES OF THE CITY PURSUANT TO GOVERNMENT
 CODE SECTION 54953(e)

WHEREAS, Government Code section 54953(e), as amended by Assembly Bill No. 361, allows legislative bodies to hold open meetings by teleconference without reference to otherwise applicable requirements in Government Code section 54953(b)(3), so long as the legislative body complies with certain requirements, there exists a declared state of emergency, and one of the following circumstances is met:

1. State or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body is holding the meeting for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body has determined, by majority vote, that meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, the Governor of California proclaimed a state of emergency pursuant to Government Code section 8625 on March 4, 2020; and

WHEREAS, the City Council previously adopted Resolution No. 59 on October 26, 2021 finding that the requisite conditions exist for the City Council and other legislative bodies of the City, including the Planning Commission, Development Review Commission, and Historical Commission to conduct teleconference meetings under California Government Code section 54953(e); and

WHEREAS, Government Code section 54953(e)(3) requires the legislative body adopt certain findings by majority vote within 30 days of holding a meeting by teleconference under Government Code section 54953(e), and then adopt such findings every 30 days thereafter; and

WHEREAS, the City Council desires to continue holding its public meetings by teleconference consistent with Government Code section 54953(e), and to authorize other legislative bodies of the City, including the Planning Commission, Development Review Commission, and Historical Commission to do the same.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRASS VALLEY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Conditions are Met. The City Council hereby finds and declares the following, as required by Government Code section 54953(e)(3):

1. The City Council has reconsidered the circumstances of the state of emergency declared by the Governor pursuant to his or her authority under Government Code section 8625; and
2. The state of emergency continues to directly impact the ability of members of the City Council and other legislative bodies of the City to meet safely in person.

Section 3. Meeting Requirements. All meetings held pursuant to Government Code section 54953(e) shall comply with the requirements of that section and all other applicable provisions of the Ralph M. Brown Act (Government Code section 54950 et seq.).

Section 4. Regular Findings. Pursuant to Government Code section 54953(e)(3), if the Town Council desires to continue holding its public meetings by teleconference consistently with Government Code section 54953(e), it shall make findings not later than 30 days after the meeting at which this Resolution was adopted, and every 30 days thereafter, as required by that section.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of City of Grass Valley, this 10th day of January, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jan Arbuckle, Mayor

ATTEST:

APPROVED AS TO FORM:

Taylor Day, Deputy City Clerk

Michael Colantuono, City Attorney



City of Grass Valley City Council Agenda Action Sheet

Title: Local Emergency Proclamation (COVID-19)

CEQA: Not a Project

Recommendation: Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 1/10/2023

Date Prepared: 1/5/2023

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. The City Council shall review, at its regularly scheduled meeting until the local emergency is terminated, the need for continuing the local emergency.

Council Goals/Objectives: Continuance of the proclamation declaring a Local State of Emergency due to prepare against 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: The changing variants of COVID19 make it very difficult to anticipate the Fiscal Impact moving forward. For FY 2022/23, it appears the impacts will be minimal compared to previous years, but due to the constantly changing impacts of COVID-19 the actual fiscal impact may change.

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager

Attachments: None



City of Grass Valley City Council Agenda Action Sheet

Title: Local Emergency Proclamation (Drought Conditions)

CEQA: Not a Project

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 1/10/2023

Date Prepared: 1/5/2023

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%.

Council Goals/Objectives: 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.

Fiscal Impact: 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



City of Grass Valley City Council Agenda Action Sheet

Title: Appointment of City Councilmembers and Staff to Boards and Commission

CEQA: Not a Project

Recommendation: Approve Mayor Arbuckle's recommended appointments of Councilmembers and Staff to various Boards and Commissions.

Prepared by: Taylor Day, Deputy City Clerk

Council Meeting Date: 1/10/2023

Date Prepared: 1/5/2023

Agenda: Consent

Background Information: The City Council has established a procedure to appoint members of the City Council and staff to represent the City on several Boards and Commissions. Each year the Mayor reviews the list of assignments and makes recommended appointments. Several of the appointments include both a primary and alternate member. Attached are the appointments recommended by Mayor Arbuckle.

Council Goals/Objectives: This item executes portions of work tasks towards High Performance Government and Quality Service Goal # 5.A.3: Continue to build cooperative relationships with representatives from service clubs and other community groups.

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager

Attachments: Appointment and Assignment Lists 2023

CITY OF GRASS VALLEY
APPOINTMENT AND ASSIGNMENT LIST
CITY COUNCIL AND STAFF

Members – Pursuant to City Charter Article V

Five (5) persons, elected at large on the first Tuesday in November of each even-numbered year. A majority Vote of the electorate required for removal.

Qualifications: Candidate must be a resident and registered voter of the City at the time nomination papers are issued, or at the time of their appointment to fill a vacancy.

Term: Four (4) years

<u>Name/Title</u>	<u>Assumed Office</u>	<u>Term Expires</u>
Jan Arbuckle, Mayor	12/8/2020	12/10/2024
Hilary Hodge, Vice Mayor	12/13/2022	12/8/2026
Bob Branstrom, Council Member	12/8/2020	12/10/2024
Haven Caravelli, Council Member	12/13/2022	12/8/2026
Tom Ivy, Council Member	12/8/2020	12/10/2024

SUCCESSOR AGENCY – Pursuant to Resolution No. 2012-48 & 49

Five (5) City Council Members serve as the Grass Valley Successor Agency Board of Directors, with the City Manager serving as the Agency Executive Director, the City Clerk as Secretary, and the Director of Finance as the Finance Officer/Treasurer.

CAPITAL IMPROVEMENTS AUTHORITY – Pursuant to Resolution No. 92-107

Five (5) City Council Members serve as the Grass Valley Capital Improvements Authority Board of Directors, with the City Manager serving as the Executive Officer, the City Clerk as Secretary, and the Director of Finance as the Finance Officer/Treasurer.

Presented February 8, 2022

CITY REPRESENTATIVES TO OTHER AGENCIES

City Selection Committee Mayor

Economic Resource Council Haven Caravelli; Alternate – Bob Branstrom

Meets the first Thursday of each month 7:30 AM to 9:00 AM – Nevada County Tech Hub, 104 New Mohawk Rd

Grass Valley Chamber of Commerce Jan Arbuckle; Alternate – Haven Caravelli

Meets: 4th Friday of Each Month 8:00 AM (Chamber Office)

Grass Valley Downtown Association Jan Arbuckle; Alternate – Haven Caravelli

Meets: 2nd Wednesday of Each Month 9:00 AM (City Council Chambers)

League of California Cities Division Jan Arbuckle; Alternate – Bob Branstrom

Nevada County Fire Agency Mark Buttron

Nevada County Local Agency Formation Commission (LAFCo) Bob Branstrom; Alternate – Tom Ivy

Meets: 3rd Thursday of Each Month 10:30 AM (Rood Center)

Parks and Recreation Commission Hilary Hodge; Alternate – Tom Ivy

PARSAC (Insurance JPA) Tim Kiser; Alternate – Andy Heath

Sister City Program Mayor, City Clerk, and Eleanor Kenitzer

Solid and Hazardous Waste Commission Tom Ivy, Alternate – Hilary Hodge

Meets: Monthly, if needed (Rood Center)

Transportation Commission (NCTC) Tom Ivy; Alternate – Bob Branstrom

Meets: 3rd Wednesday of Odd Months 9:30 AM (Location Rotates)

Transit Services Commission Tom Ivy ; Alternate – Bob Branstrom

Meets: Before NCTC Meetings 8:30 AM

US Air Force Beale Base Liaison Mayor; Alternate – Vice Mayor

Meets: As Needed

CITY STANDING COMMITTEES

Subject to the Brown Act – Meetings Held as Needed

Development Review Committee (DRC) – Planning Commission appoints representative and alternate to the DRC, which are confirmed by the Council

Other members appointed Administratively – Engineering Staff – Catharine Dykes; Fire Department – Darrin Hutchins, Planning Staff – Tom Last; Alternate – Lance Lowe, and City Architect

EDBG/Business Loan Advisory Board Mayor; Alternative – Vice Mayor

Administratively includes one representative from each of the following: SEDC and business community.

Hearing Officer (per Municipal Code 1. 10 .030) Tom Last

Traffic Safety Review Committee(CURRENTLY INACTIVE)

CDBG/Housing Rehabilitation (CURRENTLY INACTIVE) Mayor, Council Member, Alternate

REVISED: 01/10/2023



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

Title: Appointment of Planning Commissioner

CEQA: Not a Project

Recommendation: That Council approve the appointment of Justin Gross as Planning Commissioner for Councilmember Caravelli.

Prepared by: Taylor Day, Deputy City Clerk

Council Meeting Date: 1/10/2023

Date Prepared: 1/5/2023

Agenda: Consent

Background Information: By Council policy, each councilmember submits a candidate for appointment to the Planning Commission to the members of City Council for their approval and appointment. The terms of appointed Planning Commissioners coincide with the nominating Council Member's term of office and may be changed by that city councilmember at any time during their term in office. Councilmember Caravelli has chosen Justin Gross to fill the position of her Planning Commissioner.

Council Goals/Objectives: This item executes portions of work tasks towards High Performance Government and Quality Service Goal # 5.A.3: Continue to build cooperative relationships with representatives from service clubs and other community groups.

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager

Attachments: None



City of Grass Valley City Council Agenda Action Sheet

Title: Appointment of Councilmember Caravelli's Nominee, Ben Aguilar, for the Measure E Oversight Committee

CEQA: Not a Project

Recommendation: That the City Council appoint Measure E Oversight Committee member Aguilar to a term ending December 2026.

Prepared by: Taylor Day, Deputy City Clerk

Council Meeting Date: 1/10/2023

Date Prepared: 1/5/2023

Agenda: Consent

Background Information: In 2018 Grass Valley citizens voted to approve Measure E, a voter initiative tax measure that repealed the previous 1/2 percent City transaction and use (sales) tax and replaced it with an ongoing 1 percent sales tax. Measure E expands funding for such general fund purposes as increased police and fire services, enhancing parks and recreational services, and improving streets and sidewalks. All Measure E funds stay local and all expenditures subject to an annual audit by an independent citizen oversight committee.

The Citizen's Oversight Committee reviews an independent audit of tax receipts and how they are spent each year and advises the City Council on how tax money should be spent. The Council must discuss the audit results at a public meeting each year and post them on the City's website.

The most recently elected city councilmembers were tasked with nominating one new Measure E Oversight Committee member and Councilmember Caravelli has nominated Grass Valley community member Ben Aguilar.

Council Goals/Objectives: The Measure E Oversight Committee executes portions of work tasks towards achieving/maintaining Strategic Plan - Open and Collaborative City Government.

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager



City of Grass Valley City Council Agenda Action Sheet

Title: Memorial and Minnie Park Landscaping and Grounds Maintenance Services

CEQA: Exempt

Recommendation: The Council 1) approves the City Manager to execute a Professional Services Agreement with Weiss Landscaping to preform landscape and grounds maintenance services at Memorial and Minnie Park for five years and not to exceed contract amount of \$124,115.34 subject to legal review; 2) allowing City Manager to approve a 5% contingency for additional work; and 3) approve Finance Director to make any necessary budget adjustments and transfers to implement this agreement.

Prepared by: Zac Quentmeyer, Community Services Analyst II

Council Meeting Date: 01/10/2023

Date Prepared: 01/05/2023

Agenda: Consent

Background Information: Significant landscaping improvement projects have recently been completed at Minnie and Memorial Parks. To keep newly landscaped portions of the parks in ideal condition year-round, city staff is suggesting contracting with a local landscaping company to perform a variety of landscaping services on a scheduled basis. Services will include mowing, leaf and debris removal, irrigation maintenance and monitoring, weed control, etc. The addition of outside services to assist with park grounds maintenance will allow existing City Park Maintenance staff to concentrate their focus on more specialized skilled projects and park maintenance needs. Additionally, contracted services will provide strategic fixability and assistance to City staffing assignments when staff may be unavailable due to medical or vacation leave.

A Request for Proposal was issued as part of the procurement process and Wiess Landscaping was selected. Staff is recommending to contract with Weiss Landscaping for five years and a not to exceed contract amount of \$124,115.34 plus contingencies. The proposed agreement is attached for Council's information.

Council Goals/Objectives: Maintaining park landscaping and grounds fulfills Recreation and Parks objectives outlined in the adopted Grass Valley Strategic Plan.

Fiscal Impact: \$130,321.11 (includes 5% cost increase contingency)

Funds Available: Yes

Account #: various accounts

Reviewed by: City Manager

Attachments: Draft Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of Grass Valley / Weiss Landscaping)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Grass Valley, a California municipal corporation (“City”), and Weiss Landscaping, a California S Corporation (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: to provide landscaping and grounds maintenance services in the City's Memorial and Minnie parks.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant risk of the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in the Request for Proposal for Memorial and Minnie Park Landscaping and Ground Maintenance Services dated November 23, 2022 and attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Zac Quentmeyer, Community Services Analyst. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim

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milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is one hundred twenty four thousand one hundred fifteen dollars and thirty four cents (\$124,115.34).
- 3.5. “Commencement Date”: 01/10/2023.
- 3.6. “Termination Date”: 01/10/2028

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

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- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Bob Zucca shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Naming any persons in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits, and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents

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shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code § 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed other than by an amendment to this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes to or for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by the Agreement Administrator in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

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- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment to this Agreement. Consultant shall not undertake any such work without prior written approval of the Project Administrator.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or to otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent in any manner that it is, or that any of its agents or employees are, employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** If Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorney Fees.** Such costs and expenses shall include reasonable attorney' fees for counsel of City's choice, expert fees, and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorney' fees, defense costs, or expenses if it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include

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the following reference: Memorial and Minnie Park Landscaping and Grounds Maintenance Services.

- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

12.4. General Liability Insurance. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. Worker's Compensation Insurance. Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers'

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Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California. If Consultant is an individual and has no employees, the Project Administrator may accept an affirmation of that fact in lieu of proof of workers compensation insurance.

- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned, if any, non-owned, and hired automobiles and trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

The Project Administrator may, in his or her sole discretion, waive the requirement for Professional Liability Insurance by initialing here:

Initials: _____

Name: _____

- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis, the Retroactive Date must be shown and must be before the date of this Agreement or the beginning of work under this Agreement. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of work under this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of this Agreement, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work under this Agreement.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees must be endorsed as additional insureds for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on

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its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of work under this Agreement and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks before expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Grass Valley, Attn: Zac Quentmeyer, 125 East Main Street, Grass Valley, CA 95945.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts before execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies.

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- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement or its early termination.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as are reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Zac Quentmeyer
City of Grass Valley
Public Works
125 E Main Street
Grass Valley, CA 95945
Telephone: (530) 274-4713
Facsimile: (530) 274-4399

If to Consultant

Bob Zucca
Weiss Landscaping
402 Lower Grass Valley Rd.
Nevada City, Ca 95959
Telephone: 530-271-7478
Facsimile: 530-272-3450

With courtesy copy to:

Michael G. Colantuono, Esq.
Grass Valley City Attorney
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945
Telephone: (530) 432-7357
Facsimile: (530) 432-7356

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.11 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice to allow City time to procure replacement services.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations from this Agreement shall be effective and binding only if made in writing and executed by City and Consultant.

- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience of reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose them without prior written consent by the Project Administrator. City shall grant such consent if disclosure is legally required. Consultant shall return all City data to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest under the Political Reform Act with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. No City Councilmember, officer, or employee of City, during the term of his or her service to City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising from it.

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and permitted assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties under this Agreement.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation or any other unlawful basis. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant shall post this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by either party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

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- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable and actual attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Nevada County, California and Consultant hereby consents to jurisdiction there for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Grass Valley

“Consultant”
Weiss Landscaping

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____
Signature

Printed: _____

Title: _____

Date: _____

Attest:

By: _____
Taylor Day, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono, City Attorney

Date: _____

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

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EXHIBIT A

SCOPE OF SERVICES

Task 1.0: Landscaping and Grounds Maintenance Services

The Contractor shall furnish all labor, material, tools, equipment, transportation, insurance, incidentals, and other facilities to perform all work for the said Landscaping and Grounds Maintenance Services for Parks. Work to be performed comprises general groundskeeping, horticultural maintenance, irrigation and cleanup of landscape areas as designated in each service area and the list of locations and, when necessary, repairs to vandalism, irrigation systems and replacement of plant materials. Services to be rendered include but are not limited to the following:

- a) Maintenance of turf and groundcover areas, mowing and edging in areas outlined in Attachment B.
- b) Removal of leaves, litter and debris from turf, planter beds and fence lines in areas outlined in Attachment B.
- c) Blow and remove leaves from basketball, tennis and pickleball courts in areas outlined in Attachment B.
- d) Remove and control weeds in landscaped areas outlined in Attachment B.

Task 2.0: Irrigation System Monitoring, Maintenance, and Repair

The Contractor shall: Maintain the irrigation system and all parts associated with the irrigation system in areas outlined in Attachment B, verifying the system is working properly on a monthly basis.

- a) Check clock settings, clock operation, head elevation, coverage valve function and vacuum breaker on a monthly basis.
- b) Control irrigation to avoid runoff that may cause erosion or unnecessary waste of water.
- c) Make adjustments to sprinkler heads as required to keep over-spray from walls, windows, walkways and roadways.
- d) Monitoring and maintenance of the irrigation system shall be considered routine. Repairs to the irrigation system shall be performed on a time and material basis. Any repairs shall be approved by City staff prior to the work being conducted.

Task 3.0: Maintenance Schedule

The contractor shall provide service to each location at least once a week from May 1 to and including September 30. The contractor shall provide service to each location every other week from October 1 to and including April 30.



402 Lower Grass Valley Road
Nevada City, CA 95959
(530) 271-7478 office (530) 272-3450 fax

Landscape Maintenance Contract

Date: 1/5/23

Job Name: Memorial Park and Minnie Park
City of Grass Valley
Contact: Zac Quentmeyer
Address: 125 E. Main Street
Grass Valley, CA 95949
Email: zacq@cityofgrassvalley.com
Phone: (530) 274-4713

Weiss Landscaping, Inc. State Contractors License Number: C-27 Landscaping #992981
General Liability Insurance, Workman's Compensation, Contractor's Bond and Vehicle Insurance

Duties to be performed by Weiss Landscaping:

1. **Irrigation System:** Irrigation will be checked in the spring to make sure clock, valves, sprinklers, and drip zones are functioning correctly. The spring systems check, as well as seasonal controller adjustments are included in this contract. Repairs such as broken pipes, broken sprinkler heads, drip repairs, broken valves, wiring issues, or controller replacements are not included but will be made at a labor rate of \$85/hour plus material cost.
2. **Turf:** Lawns will be mowed/string trimmed on a weekly basis to maintain a neat appearance during peak growing seasons. Lawns will be edged around sidewalks, trees, etc. on a weekly basis during peak growing season to maintain a neat appearance.
3. **Ground Cover:** Ground cover will be edged monthly to keep out of parking lots and off sidewalks. Reasonable effort will also be made to minimize encroachment of ground covers on other plants.
4. **Trees/Shrubs:** Trees will be pruned up to 8' high. Shrubs will be pruned up to 8' high. Pruning needs will be evaluated on a monthly basis and pruned in accordance with the proper timing for each individual tree or shrub as determined by Weiss Landscaping inc. Tree staking, deer fencing, are not included in this contact, however trees stakes will be removed for mature trees.
5. **Hardscapes:** Hardscape elements will be blown free of green waste monthly.
6. **Weed Abatement:** Pesticide applications will be done on a regular basis as primary weed control method.
7. **Landscape trash:** Ground trash will be picked up during every visit and hauled off site to landfill.
8. **Boundaries:** As noted within request for proposal drawings
9. **Hauling of Debris:** All green trimmings and cuttings will be hauled off site on a weekly basis. *SEE NOTE

Memorial Park:

Site to be serviced weekly from May 1 to and including December 31, and bi-weekly from January 1 to and including April 30 annually.

Minnie Park:

Site to be serviced weekly from May 1 to and including December 31, and bi-weekly from January 1 to and including April 30 annually.

Break down cost:

Memorial Park:	monthly total: \$995.00
Minnie Park:	monthly total: \$726.00
<u>Monthly total combined:</u>	<u>monthly total: \$1,721.00</u>

<u>Contracted from start date to end of 2023</u>	<u>annual total: \$20,652.00</u>
---	---

Damage control and repairs:

To be executed using time and material charges. Foreman/Technician rate at \$85 per man hour, general labor rate at \$65 per man hour plus materials used.

One-time repairs per calendar year 2023 – Time and materials not to exceed \$2,000.00

Holidays: Weiss Landscaping recognizes the following holidays: July 4th, Christmas, New Year's Day, Thanksgiving, Memorial Day and Labor Day. If your regular scheduled maintenance day falls on a recognized holiday, Weiss Landscaping will make every reasonable effort to service your account on an alternate day.

Rain Days: Weiss Landscaping works on rainy days. When the rain is light, crews perform normal seasonal tasks. When it is raining hard crews inspect surface drains, drainage ditches, and any potential safety hazards.

Payment Terms: Weiss Landscaping mails invoices by the 30th of the month. Payment due by the 10th calendar day of each month. Past due accounts subject to a late finance charge on unpaid balance of 1.5% monthly (18% annually).

Cancellation: Either party may cancel this contract with 30 days' notice.

SEE EXHIBIT 'B' ATTACHED, PAGE 3 – 5 YEAR SERVICE AGREEMENT

Monthly Installment: \$1,721.00

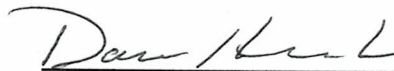
*Price based on average annual needs of the property

*Monthly green waste fees apply, approximately \$33.00 and are not included in the contract total

Client Signature

Date

Start Date: TBD 2023



Dan Henslee – Weiss Landscaping, Inc.

1/5/23

Date

"EXHIBIT B"

Routine service cost shall increase by 5% per calendar year to account for cost increases to labor and materials. Weiss Landscaping is not responsible for any one-time repair cost exceeding \$2,000.00 per calendar year.

2024 annual routine service cost:	annual total: \$21,684.60
One-time repairs per calendar year – Time and materials	not to exceed \$2,000.00
Contracted for 2024:	\$23,684.60

2025 annual routine service cost:	annual total: \$22,768.83
One-time repairs per calendar year – Time and materials	not to exceed \$2,000.00
Contracted for 2025:	\$24,768.83

2026 annual routine service cost:	annual total: \$23,907.27
One-time repairs per calendar year – Time and materials	not to exceed \$2,000.00
Contracted for 2026:	\$25,907.27

2027 annual routine service cost:	annual total: \$25,102.64
One-time repairs per calendar year – Time and materials	not to exceed \$2,000.00
Contracted for 2027:	\$27,102.64

 Client Signature

 Date


 Dan Henslee – Weiss Landscaping, Inc.


 Date



City of Grass Valley City Council Agenda Action Sheet

Title: Professional services agreement amendment for City Council Chambers and Adjacent Conference Room Audio, Video, and Sound System Broadcasting Upgrade Project

CEQA: Exempt

Recommendation: The Council 1) approve City Manager to execute a Professional Services Agreement Amendment No. 1 up to \$9,801.62 for the City Council Chambers and Adjacent Conference Room Audio, Video, and Sound System Broadcasting Upgrade Project, subject to legal review; and 2) approve the Finance Director to make any necessary budget adjustments and transfers.

Prepared by: Zac Quentmeyer, Community Services Analyst II

Council Meeting Date: 01/10/2023

Date Prepared: 01/05/2023

Agenda: Consent

Background Information: On October 25, 2022, City Council approved a contract with Conti, LLC to upgrade audio, video, and sound system broadcasting in the Council Chambers and Hullender Conference room. After a kickoff meeting with the contractor and a further evaluation of existing equipment it was determined that additional improvements are required to meet current ADA requirements for hearing impaired participants.

Council Goals/Objectives: Upgrading Council Chambers and Hullender Conference Room audio, video, and sound system equipment fulfills High Performance Government and Quality Service objectives outlined in the adopted Grass Valley Strategic Plan.

Fiscal Impact: \$9,801.62

Funds Available: Yes

Account #: various accounts

Reviewed by: City Manager

Attachments: Professional Services Agreement Amendment No. 1

CITY OF GRASS VALLEY
AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. C 22 - 33

This Amendment No. 1 to Agreement (“Amendment”) is made on this 10th day of January, 2023 at Grass Valley, California, by and between the City of Grass Valley, a municipal corporation (“City”), and Conti, LLC a California limited liability company (“Contractor”).

This Amendment to Agreement amends the original Agreement between the City and Contractor dated November 9, 2022.

A. City and Contractor desire to amend the Agreement to increase the “not-to-exceed” amount of \$119,333 by an additional \$9,801.62, for a total of \$129,134.62 to cover the costs of providing services on the Council Chambers and Hullender Conference Room Audio, Video and Sound System Broadcast Upgrade Project.

In consideration of the foregoing Agreements set forth above, the City and Contractor agree to amend the Agreement as follows:

1. Replace “Exhibit A” in its entirety with the attached “Exhibit A1”, *Scope of Services*.
2. Replace “Exhibit B” in its entirety with the attached “Exhibit B1”, *Fee Schedule*.
3. Amend Article 3, Section 3.4. This section shall be replaced in its entirety with the following:
“Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Twenty-Nine Thousand One Hundred Thirty-Four Dollars and Sixty-Two Cents (\$129,134.62).
4. EFFECT OF THIS FIRST AMENDMENT. Except as expressly modified by this First Amendment, the PSA shall continue in full force and effect according to its terms, and the Parties hereby ratify and affirm the respective rights and obligations under the PSA, including but not limited to the indemnification obligations and insurance requirements of the PSA. In the event of any conflict between this First Amendment and the PSA, the provisions of this First Amendment shall govern.
5. SEVERABILITY. If any provision of this First Amendment is determined to be illegal or unenforceable, this determination shall not affect any other provision of the First Amendment or PSA, and all other provisions shall remain in full force and effect.

CITY OF GRASS VALLEY

AMENDMENT No. 1 TO AGREEMENT FOR SERVICES

Amendment – Basic

6. CONSTRUCTION OF FIRST AMENDMENT. Each party has had an opportunity to consult with an attorney in reviewing this First Amendment. Therefore, the usual construction as to the drafting party shall not apply to this First Amendment.

CITY OF GRASS VALLEY

AMENDMENT No. 1 TO AGREEMENT FOR SERVICES

Amendment – Basic

IN WITNESS WHEREOF, the parties have executed this Agreement the 10th day of January 2023.

“City”
City of Grass Valley

By: _____
 Timothy M. Kiser
 City Manager

Date: _____

Attest:

By: _____
 Taylor Day, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
 Michael G. Colantuono, City Attorney

“Consultant”
Conti, LLC

By: _____
 Signature

Date: _____

By: _____
 Signature

Date: _____

ATTACHMENTS:

"If Contractor is a corporation, PSA must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this PSA.

If Contractor is another type of business entity, such as a partnership or limited liability company, PSA must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this PSA."

EXHIBIT A1

SCOPE OF SERVICES

Council Chambers

Audio System

A. DSP

Remove the current hardware and replace with a new QSC Core 110f Processor.

1. Programming will be added for the Conferencing audio
2. Provide/Install (12) Shure Gooseneck Microphones for the Dias and Staff
3. Provide/Install New Amplifier
4. Provide/Install (8) new ceiling mounted speakers in the council chambers and (6) in the Conference Room

Video System

A. Video Matrix

The solution will be a 8x8 Crestron Digital Media system to switch all video sources and Destination via the Crestron touch-panels.

- Provide/Install (3) DM output cards 3 existing Displays in the Council Chambers, the 2 Displays in the Conference Room and (5) monitors at the Dias and staff locations.
- Provide/Install (3) DM input cards for the (1) inputs at the Clerk and the (1) Podium (1) in the Conference Room
- Provide/Install (2) HDMI output cards for the AV DM Audio to QSC QSYS DSP & Wirecast

B. Video signal Input

Provide HDMI and USB inputs for laptops at the following location:

- Clerk this will allow for presenter input and input for USB to facilitate conferencing.
- Podium this will allow for presenter input and input for USB to facilitate conferencing
- Conference Room this will allow for presenter input and input for USB to facilitate conferencing
- SDi Inputs from Wirecast (1) for the Council Chambers (1) for the Conference Room

C. Video signal Output

Provide the video distribution outputs to the following locations:

- (4) Displays in Council Chambers & Lobby
- (5) Monitors around Dais
- (2) 75" Displays in Conference Room
- Broadcast feed

Control System

A. Crestron series 4 processor to control hardware. The user interface will be

- Touch panel located at Clerk location (1) 21" Touch panel with video
- Touch panel location T.B.D. in the Conference Room (1) 7" Touch panel

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

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B. The graphical user interface (GUI) will include:

- An audio page to adjust audio levels as well as mute
- A video page for routing of video inputs to outputs
- Dynamic preset buttons for the different meeting types to take place in the Council Chambers.
- Video Conferencing
- Ipad Duplication

Cameras

A. Integrate Owner Provided Camera's

B. Cameras will be controlled by Wirecast

Conference Room

- Provide/Install (2) new 75" Displays
- Provide/Install (2) new Ceiling Microphones
- Touch panel location T.B.D. in the Conference Room (1) 7" Touch panel
- HDMI Input to system/ USB Extender this will allow for presenter input and input for USB to facilitate conferencing

AV Equipment Racks

- Use Existing Rack

Electrical Work

- Add electrical outlets in the conference room for 2 display locations, use existing electrical circuits in Conference room

Re: **Additional AV Equipment**

Description:

- 1. Provide/Install Conference Camera*
- 2. Provide/Install Temp video/Distribution for Council Chambers/Lobby and Conference Room*
- 3. Provide/Install Hearing Impaired System for use with Cell Phones*
- 4. Provide/Install Hearing Impaired System using 72Mhz to transmit in the Council Chambers*
- 5. Provide new windscreens for existing microphones without windscreens*
- 6. Provide cabling and parts and pieces to complete the above work*
- 7. Provide programming of an Ipad tied to owners network via AV equipment for Audio Control*

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

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Quantity	DESCRIPTION
1	Proposal for the City Council Chambers and Adjacent Conference Room Audio, Video, and Sound System Broadcasting Upgrade Project
	Conti LLC acknowledged and has reviewed and accepted the City of Grass Valley sample agreement (Attachment A) with or without qualifications.



Conti LLC
920 Stillwater Rd. Suite 180,
West Sacramento, CA 95605

SUBMITTED BY: Bill Famini

Bill Famini
TECHNOLOGY DIVISION MANAGER- NORTHERN CALIFORNIA



920 Stillwater Road Suite 180 West Sacramento, CA

C 702.561.8163

P 916.900.8111 x231

F 916.256.3361

W conticorporation.com

RECEIVED BY:

Print: _____

Signature: _____

DIR #1000659639

C7/C10 Lic# 1067502



Conti LLC

920 Stillwater Rd, Suite 180

West Sacramento, CA 95605

P 916 900 8111

C 702 561 8163

F 916-256-3661

bfamini@conticorporation.com

A brief history of Conti LLC

Conti is a nationwide company that has been in business since 1969.

Service's offered are renewable energy and environmental, electrical and technology. Within the technology we offer Audio Visual, Tel/Data and security systems.

Conti has over 12 Company owned locations throughout North America and Mexico. Conti not only

has their own service and support infrastructure at each location but also has regional, national and

international resources which give us the ability to quickly scale the necessary resources for projects.

We have the resources, both financial and the available personnel pool, to begin this project today.

We welcome your questions and discussions relevant to the solutions that we have included as part of this proposal

Conti always expects to work closely with our customer in the pursuit of a successful implementation project. While Conti will assume the responsibility for the project management of our customer's internal resources. Conti has found that its customers benefit from participating in the project assessment, planning and ongoing status reporting process. By having participated throughout its key phases, there is ownership and buy-in to the end product. Conti, in turn, will benefit from the detailed knowledge that our customer has of its operation, current systems, and business imperatives.

DIR #1000659639

C7/C10 Lic# 1067502



Conti LLC

920 Stillwater Rd, Suite 180
West Sacramento, CA 95605

P 916 900 8111

C 702 561 8163

F 916-256-3661

bfamini@conticorporation.com

10/4/22

Zac Quentmeyer

Community Services Analyst II
Community Development Department
(P): (530) 274-4713 | (F): (530) 274-4399
City of Grass Valley | 125 E Main St. Grass Valley, CA 95945
www.cityofgrassvalley.com

To:

Re: Council Chambers & Conference Room Audio/Visual Upgrades

Dear Mr. Quentmeyer,

We are submitting a proposal based on the site visit and discussions for the City of Grass Valley, furnishing and installing audio/video and control systems for Council Chambers and Conference Room. We believe this proposal offers the City of Grass Valley exceptional range of experience and depth of resources necessary to provide responsive, quality work at a cost-effective price.

As the enclosed proposal will indicate, Conti has the experience, dedication, and flexibility to accomplish the goal of this project.

We have developed the methodologies, processes and procedures that ensures the City of Grass Valley that Conti will complete this project on schedule, will meet all expectations and will meet or exceed all safety and health requirements.

In addition, with these processes and programs in place, Conti will provide the most cost-effective pricing solution and long-term value to the City of Grass Valley.

- We are licensed C7/C10 contractor, we will provide all electrical and low voltage systems as detailed below

As per our discussions, site visit and email communications, **Conti LLC** is pleased to provide you the following proposal for the City of Grass Valley Council Chambers & Conference Room AV Upgrade. We based our proposal on the correspondents and site visit

DIR #1000659639

C7/C10 Lic# 1067502



Conti LLC

920 Stillwater Rd, Suite 180
West Sacramento, CA 95605

P 916 900 8111

C 702 561 8163

F 916-256-3661

bfamini@conticorporation.com**Description of Proposed Solution****Council Chambers****Audio System****A. DSP**

We will remove the current hardware and replace with a new QSC Core 110f Processor.

1. Programming will be added for the Conferencing audio
2. Provide/Install (12) Shure Gooseneck Microphones for the Dias and Staff
3. Provide/Install New Amplifier
4. Provide/Install (8) new ceiling mounted speakers in the council chambers and (6) in the Conference Room

Video System**A. Video Matrix**

The solution will be a 8x8 Crestron Digital Media system to switch all video sources and Destination via the Crestron touch-panels.

- Provide/Install (3) DM output cards 3 existing Displays in the Council Chambers, the 2 Displays in the Conference Room and (5) monitors at the Dias and staff locations.
- Provide/Install (3) DM input cards for the (1) inputs at the Clerk and the (1) Podium (1) in the Conference Room
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B. Video signal Input

We will provide HDMI and USB inputs for laptops at the following location:

- Clerk this will allow for presenter input and input for USB to facilitate conferencing.
- Podium this will allow for presenter input and input for USB to facilitate conferencing
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We will provide the video distribution outputs to the following locations:

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- (5) Monitors around Dais
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- Broadcast feed

DIR #1000659639

C7/C10 Lic# 1067502



Conti LLC

920 Stillwater Rd, Suite 180

West Sacramento, CA 95605

P 916 900 8111

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F 916-256-3661

bfamini@conticorporation.com**Control System**

- A. Crestron series 4 processor to control hardware. The user interface will be
 - Touch panel located at Clerk location (1) 21" Touch panel with video
 - Touch panel location T.B.D. in the Conference Room (1) 7" Touch panel
- B. The graphical user interface (GUI) will include:
 - An audio page to adjust audio levels as well as mute
 - A video page for routing of video inputs to outputs
 - Dynamic preset buttons for the different meeting types to take place in the Council Chambers.
 - Video Conferencing
 - Ipad Duplication

Cameras

- A. Integrate Owner Provided Camera's
- B. Cameras will be controlled by Wirecast

Conference Room

- Provide/Install (2) new 75" Displays
- Provide/Install (2) new Ceiling Microphones
- Touch panel location T.B.D. in the Conference Room (1) 7" Touch panel
- HDMI Input to system/ USB Extender this will allow for presenter input and input for USB to facilitate conferencing

AV Equipment Racks

- Use Existing Rack

Electrical Work

- Add electrical outlets in the conference room for 2 display locations, use existing electrical circuits in Conference room

Description	Cost
Audiovisual Upgrade Material/Labor/Programming/Training/Documentation	\$117,333.00
Electrical Work	\$2,000.00
TOTAL COST	\$119,333.00



920 Stillwater Road Suite 180
West Sacramento, CA 95605
Tel:(916) 900-8111

December 16, 2022

To: Taylor Day



Deputy City Clerk
City of Grass Valley Administrative
(P): (530) 274-4716 | (F): (530) 274-4399
City of Grass Valley | 125 E Main St. Grass Valley, CA 95945
www.cityofgrassvalley.com

Re: Additional AV Equipment

Description:

- 1.Provide/Install Conference Camera
- 2.Provide/Install Temp video/Distribution for Council Chambers/Lobby and Conference Room
- 3.Provide/Install Hearing Impaired System for use with Cell Phones
- 4.Provide/Install Hearing Impaired System using 72Mhz to transmit in the Council Chambers
- 5.Provide new windscreens for existing microphones without windscreens
- 6.Provide cabling and parts and pieces to complete the above work
- 7.Provide programming of an Ipad tied to owners network via AV equipment for Audio Control

Conti Job #:

Attention:

Thank you for the opportunity to submit this pricing for the work as outlined below.

Item Number	Total Charge
Material	\$ 7,234.12
Labor	\$ 2,567.50
Total	\$ 9,801.62

Please feel free to contact us if you have any questions or concerns.

Regards,

Bill Famini
TECHNOLOGY DIVISION MANAGER- NORTHERN CALIFORNIA

cc:

Job Name / Description : _____

Customer : _____

Address : _____

Description : _____

(A) Labor

14.50	Labor Rate \$115.00 Tech	\$	1,667.50
6.00	Labor Rate \$150.00 Programming	\$	900.00

TOTAL JOB PREPARATION			\$ 2,567.50
------------------------------	--	--	--------------------

(C) MATERIAL

Material	\$	6,373.68
Shipping	\$	318.68
Incidental labor		
Labor Factoring/Lost Time		
Sales Tax @8.5	\$	541.76

TOTAL MATERIAL COST	\$ 7,234.12
----------------------------	--------------------

Total On Site Opening Cost	\$ 9,801.62
-----------------------------------	--------------------

(D) SUBCONTRACTORS

Lift rental	

TOTAL SUBCONTRACTORS	\$ -
-----------------------------	-------------

<u>Units</u>	Total On Site cost	\$ 9,801.62
--------------	---------------------------	--------------------

0	Sub-Contractors	\$ -	@	\$ -		\$ -
	Unit Prices - Each Delivery		@	\$ -	Delivery	\$ -

TOTAL AMOUNT OF THIS CHARGE	\$ 9,801.00
------------------------------------	--------------------

CONTI LLC**Materials****Date** December 16, 2022

		Matl Unit	U	Matl Ext	Labor Unit	U	Labor Ext
QSC NC-110 Conference Camera	1	1087.500		\$ 1,087.50	2.00		2.0
1x8 HDMI Extender Splitter HDBaseT 4K by OREI Multiple Over							
Single Cable CAT6/7 4K@60Hz 4:4:4 HDCP 2.2 with IR							
Remote EDID Management, HDR - Up to 400 Ft - Loop Out -							
Low Latency - Full Support	1	1373.750		\$ 1,373.75	4.00		4.0
Listen EVERYWHERE 2 Channel Wi-Fi Audio Server (Dante)							
Item:LW-150P-02-D	1	1130.038		\$ 1,130.04	2.00		2.0
Listen Tech Listen iDSP Prime Level I Stationary RF							
System (72 MHz)-LS-53-072 System	1	1641.763		\$ 1,641.76	2.00		2.0
QSC Scripting License (Core-110f)	1	347.500		\$ 347.50	0.25		0.3
QSC UCI Deployment (Core-110f)	1	168.125		\$ 168.13	0.25		0.3
Cabling Parts and Pieces	1	625.000		\$ 625.00	4.00		4.0
		0.000					
		0.000					
		0.000					
	0	0.000		\$ -			0.0
Material Sub Total	0	\$ -	E	\$ 6,373.68	0.00		0.0
Miscellaneous Materials 3%	0	\$ -	E	\$ -	0.00		0.0
Totals				\$ 6,373.68			14.50

DIR #1000659639

C7/C10 Lic# 1067502



Conti LLC

920 Stillwater Rd, Suite 180
West Sacramento, CA 95605

P 916 900 8111

C 702 561 8163

F 916-256-3661

bfamini@conticorporation.com

The proposed quote for project pricing includes all anticipated expenses for all efforts, equipment and services associated with documentation, design, hardware, configuration, deployment, and support for the first year.

Hardware Updates – This would be for software and firmware per system, we typically have a remote connection and schedule with facility to update bi-annually. We will have staff onsite to verify system functionality as well.

Training.

To include costs to train City IT/Public Information staff on the operation of the solution. Training will also provide a sufficient overview of the configuration of the components of the system to allow City IT/Public Information staff to troubleshoot any problems or tune any components for maximum performance. A quick reference guide will be provided for the touch panels.

INCLUDED IN BASE BID Warranty, Conti shall fully warrant all materials, equipment and installation furnished under the terms of this Proposal against poor and inferior quality, for a period of not less than one (1) year from date of the final acceptance by the City. While under warranty, Conti shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations.

California State Contractors License

Business Information

CONTI LLC
6417 CENTER DRIVE
STERLING HEIGHTS, MI 48312
Business Phone Number:(586) 274-4800
Entity Ltd Liability
Issue Date 08/03/2020
Expire Date 08/31/2022

DIR #1000659639

C7/C10 Lic# 1067502



Conti LLC

920 Stillwater Rd, Suite 180
West Sacramento, CA 95605

P 916 900 8111

C 702 561 8163

F 916-256-3661

bfamini@conticorporation.com

Standard Project Schedule

The following project schedule is typical for a technical infrastructure type implementation project, using the following outline of activities as a guideline to ensure all activities are accounted for and executed in a timely and thorough manner for our customer's project:

Project Planning

1. Project Kickoff
2. Define Project Scope
3. Review all business priorities and constraints
4. Define all roles and responsibilities
5. Develop communication plan
6. Determine project status reporting approach
7. Determine issue tracking and resolution approach
8. Schedule all status meetings
9. Develop project plan framework

Integration Implementation Planning

1. Identify all sites elements in implementation scope
2. Develop all equipment configurations
3. Determine extended DMARC requirements
4. Determine performance testing objectives and test plan
5. Organize all sites into implementation phases
6. Apply rollout schedule to all phases
7. Develop detailed project plan with all implementation activities, activity duration, activity dependencies, resource assignments and complete project timeline

A brief Summary of Qualifications and Experience for Key Staff assigned to this project

Bill Famini – TECHNOLOGY DIVISION MANAGER- NORTHERN CALIFORNIA

In the AV Industry 25+ years as a design/build engineer

Managed Projects as large as 5M staff of 30 for AV Projects

Has worked in a variety of types of Projects- Corporate AV, Hospitality Venues, Education and Public Works projects

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Certifications- are Infocomm CTS, BSS London, QSC Qsys Level 1 Level 2, Crown CTi, Symetrix Certified Pro, Crestron DMC-D, Crestron DMC-E, Crestron Conf. of Crestron Systems, Crestron Essentials of Crestron Programming and BiAmp Tesira
Live Sound Engineer for past 30+ years

Tim White

Site Supervision 25+ years AV Industry

Forman/superintendent on Projects 5M staff of 8 AV and Voice/Data

Has worked in a variety of types of Projects- Corporate AV, Hospitality Venues, Education and Public Works projects

Certifications- Fluke, Systemax, Leviton, Siemon, Commscope, Hilti, Fall Protection, Confined Space Entry, Boom Lift/ Scissor Lift
OSHA 1

Experience and Technical Competence**Experience**

Our Project team will provide the following services all project management including scheduling, equipment purchases, and installation, programming, and testing. Conti has been designing/installing A/V systems for over 20 years. Bill Famini will be your main point of contact for onsite coordinate, installation as well as procurement and support of system installed.

In the past Conti's Projects include Design/Build and Consultant specified jobs Projects range from Casino's, Convention Center, Hotels, Schools and City/County facilities to name a few.

Technician's onsite have over 15 years' experience in installing/commissioning AV systems. Their focus will be on the installation/commissioning. Training will be handled by our Project Manager. Conti has built projects ranging up to 1.2 million square feet with all facets of AV to include Distributed Audio Systems, Digital Signage, Video Walls Distributed Video Systems, Network A/V Systems to name a few.

Conti has over 1000 employees nationwide including Industrial, Technology, Commercial and Service utilizing staff from IBEW electricians and Sound/Communication.

Conti employees a staff that has not only installs AV systems, but the skill set of the operators and technicians. This enables us to select as well as test hardware that best suites each project.

Conti's standard Project Management techniques are advocated by a methodology developed after years of project management experience in a variety of industries, including companies large and small, and within the private and public sector.

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bfamini@conticorporation.com**Below are 3 Projects for reference**

- Project Name: North Las Vegas City Hall
 1. Contract Amount: \$2,252,868.70
 2. City/Client Contact: North Las Vegas/Dave Sawyer
 3. Name: Adam Cohen
 4. Email: cohen@cityofnorthlasvegas.com
 5. Satellite Receivers: distributed via IP TV System Installed
 6. The video system was upgraded to Crestron Digital Media
 7. The Audio system is Qsys platform.
 8. The Control system is a Crestron DM system for video source switching.
 9. For local control, Touch panels are Crestron.

- Project: Name: Nashville Music City Center Convention Center
 1. Contract Amount: \$4,777,000.00
 2. City/Client Contact: Nashville/Eric Blouin
 3. Name: Eric Blouin
 4. Email eric.blouin@nashvillemcc.com
 5. System Installed: CATV System installed
 6. The video system to Crestron Digital Media
 7. The Audio system is Qsys platform.
 8. The Control system is a Crestron DM system for video source switching.
 9. For local control, Touch panels are Crestron.

- Project Planet Hollywood Hotel-High Rise Tower and Podium
 1. Contract amount: \$72,000,000.00
 2. City/Client Contact: Las Vegas NV Tutor Seliba
 3. Name: Gerry Tan (702)-604-0336
 4. System Installed: MATV/CATV System 45 floors
 5. The video system was upgraded to Crestron Digital Media.
 6. The Audio system is BSS London platform.
 7. The Control system is a BSS London system for audio control.
 8. For local control Touch panels are Crestron.
 9. The camera system is 4 new HD camera's controlled by video Crestron.
 10. Video system setup for cameras to follow audio.

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bfamini@conticorporation.com**Information on past projects for consideration in evaluating Conti's qualifications.****Project Name** BOS Chambers Audio-Visual Presentation Systems Upgrade

Project Description: Audio Visual, Systems

Address 950 Maidu Avenue, Nevada City, CA 95959

Contract Amount: \$125,333.00

Completion Date: 9/1/18

Contact Info Landon Beard: Landon.Beard@co.nevada.ca.us Phone: (530)265-4168

Below is a basic description of the project. Council Chambers was updated due to hardware failure and obsolete equipment, the new system is based on a digital platform.

- The video system was upgraded to Crestron Digital Media.
- The Audio system is Qsys platform.
- The Control system is a Crestron DM system for video source switching.
- For local control Touch panels are Crestron
- The camera system is 1 new HD camera controlled by video Crestron.

Project Name Boardroom Modernization

Project Description: Audio Visual, Systems

Address: 5700 Almaden Expressway, San Jose, CA 95118

Contract Amount: \$583,000.00

Completion Date: 6/1/18

Contact Info Michael Cook: mcook@valleywater.org Phone: (408) 630-2347

Below is a basic description of the project.

Council Chambers was updated due to hardware failure and obsolete equipment, the new system is based on a digital platform.

- The video system was upgraded to Crestron Digital Media.
- The Audio system is a Qsys platform.
- The Control system is a Crestron DM system for video source switching.
- For local control Touch panels are Crestron.
- The camera system is 4 new HD camera's controlled by video Crestron.
- Video system setup for cameras to follow audio.

Project Name County of San Joaquin

Project Description: Audio Visual, Systems

Address: 44 North San Joaquin St, Suite 590, Stockton, CA 95202

Contract Amount: \$186,624.00

Completion Date: 2/21/17

Contact Info Greg Moore: email: gmoore@sjgov.org Phone: (209) 944-8838

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bfamini@conticorporation.com

Below is a basic description of the project.

Council Chambers was updated due to hardware failure and obsolete equipment, the new system is based on a digital platform.

- The video system was upgraded to a Vaddio video switcher.
- The Audio system is BiAmp AudiaFlex platform.
- The Control system is a Crestron DM system for video source switching.
- For local control Touch panels are Crestron.
- The camera system is 4 new HD camera's controlled by video switcher or Crestron.
- Video system setup for cameras to follow audio.

Project Name Carmel by the Sea Council Chambers Upgrade

Project Description: Audio Visual, Systems

Address: Monte Verde St., between Ocean & 7th Avenues Carmel-by-the-Sea, CA 93921

Contract Amount: \$112,646.00

Completion Date: 8/3/17

Contact Info Joel Staker email: jstaker@ci.carmel.ca.us Phone (831) 620-2025

Below is a basic description of the project. Council Chambers was updated due to hardware failure and obsolete equipment, the new system is based on a digital platform.

- The video system was upgraded to a Vaddio video switcher.
- The Audio system was upgraded to Crestron DSp platform with Dante.
- The Control system is a Crestron DM system for video source switching.
- For local control Touch panels are Crestron.
- The camera system is 4 new HD camera's controlled by video switcher.

Project Name City of Turlock Community Room Upgrades

Project Description: Audio Visual, Systems

Address: 156 S. Broadway, Turlock CA 95380

Contract Amount: \$347,346.00

Completion Date: 6/3/16

Contact Info: Carlo Grossman email: cgrossman@turlock.ca.us Phone (209) 656-2780

Below is a basic description of the project.

Community Room was updated due to a multipurpose room that was outdated; the new system is based on a digital platform.

- The video system was upgraded to a broadcast pix video switcher.
- The Audio system was upgraded to Biamp Tesira platform with audio conferencing.
- For the board meetings a Taiden System was installed each board member has their own Taiden touchscreen for voting/agenda etc. controls
- The Control system is a Crestron DM system for video source switching.
- For local control Touch panels are Crestron
- The camera system is 4 new HD camera's controlled by camera switcher, video switcher or Crestron.

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bfamini@conticorporation.com**Standard Exclusions/Clarifications**

1. Any hazardous material abatement.
2. Permits fees, Inspection Costs, & Utility Fee's.
3. If required, Payment and Performance Bond cost will be a change order for Conti.
4. Fire stopping of any raceways and or pathway
5. Demo work
6. Any concrete cutting or patching
7. All work to be complete during normal business hours

We appreciate you considering **Conti LLC** for this project. We are prepared to commence with material procurement and resources upon receipt of a notice to Proceed. If you have any questions or queries, feel free to email or call me.

Respectfully,

Bill Famini

TECHNOLOGY DIVISION MANAGER- NORTHERN CALIFORNIA



920 Stillwater Road Suite 180 West Sacramento, CA 95605

C 702.561.8163**P** 916.900.8111 x231**F** 916.256.3361**W** conticorporation.com

Proposal is valid for 30 days from quotation.

Acceptance of Proposal – The Above Price, Conditions Are Satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature: _____

Date: _____

Print Name: _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CONTI LLC	
2 Business name/disregarded entity name, if different from above 6417 Center Drive, Sterling Heights, MI 48312	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 6417 Center Drive	Requester's name and address (optional)
6 City, state, and ZIP code Sterling Heights, MI 48312	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	8	-	1	8	8	4	7	6	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

01/12/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



City of Grass Valley City Council Agenda Action Sheet

Title: Recognized Obligation Payment Schedule (ROPS 23-24) for July 2023 through June 2024

CEQA: Not a Project

Recommendation: It is recommended that the Successor Agency adopt Resolution No. SA 2023-01 approving the Recognized Obligation Payment Schedule (ROPS 23-24) for the time period July 1, 2023 through June 30, 2024

Prepared by: Andy Heath

Council Meeting Date: 01/10/2023

Date Prepared: 01/02/2023

Agenda: Administrative

Background Information: The Grass Valley Redevelopment Agency was dissolved on February 1, 2012 pursuant to ABx1 26. On January 10, 2012, the City Council elected to become the Successor Agency to the Redevelopment Agency in order to ensure that projects underway at the time of dissolution were completed, to retain control over the disposition of assets, and to make obligation payments identified in a Recognized Obligation Payment Schedule (ROPS). The ROPS serves to identify all of the enforceable obligations of the former RDA including debt service payments, loans, contracts, projects, employee and other administrative costs, etc. Each ROPS is prepared by the Successor Agency and presented to the City Council and the Oversight Board for approval. The ROPS is then submitted to the State of California Department of Finance (DOF) for approval.

Pursuant to Health and Safety Code Section 34179.7(o)(1), the Successor Agency must submit an Oversight Board-approved annual ROPS to DOF and the County Auditor Controller by February 1st of each year for the following fiscal year. Upon submitting and obtaining ultimate approval of the ROPS, fund distributions to pay enforceable obligations are made by the County in January and June each year.

The ROPS 23-24 has been prepared by staff and provides a list of obligations and amounts due for the period July 1, 2023 through June 30, 2024. The estimated twelve-month funding requirement from the Redevelopment Property Tax Trust Fund (RPTTF) to satisfy identified obligations is \$645,890.

Obligations listed on the ROPS 23-24 include required debt service for the refunded bonds from late FY 2019-20 and a \$50,000 administrative allocation. Upon approval

of ROPS 23-24 by the Successor Agency and Oversight Board, the ROPS 23-24 will be submitted to the DOF and County Auditor Controller for review and approval.

Once the ROPS 23-24 is approved by the State DOF (expected by April 2023), staff will submit a “Last and Final ROPS” to both the Successor Agency and the DOF for final approval of all future ROPS obligations through FY 2038-39, when the final bond issue fully matures. Submission of a “Last and Final ROPS” is possible when all that remains to be paid off from a former redevelopment agency are approved debt issues and administrative costs.

Council Goals/Objectives: The approval of the ROPS 23-24 executes a portion of the work tasks towards achieving Economic Development and Vitality; and High Performance Government and Quality Service.

Fiscal Impact: Approval and submittal of the ROPS 23-24 has no adverse fiscal impact to Successor Agency Funds or the City’s General Fund. When approved by the DOF, the ROPS serves as the vehicle pursuant to which property taxes (former redevelopment tax increment) are allocated to the Successor Agency for payment of enforceable obligations.

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments:

Resolution SA 2023-01 - A resolution approving the ROPS for July 1, 2023 - June 30, 2024
Exhibit A - ROPS 23-24 for July 2023 - June 2024

RESOLUTION NO. SA 2023-01**RESOLUTION OF THE GRASS VALLEY SUCCESSOR AGENCY TO THE FORMER
REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION
PAYMENT SCHEDULE (ROPS 23-24) FOR THE PERIOD OF
JULY 1, 2023 - JUNE 30, 2024**

WHEREAS, the State of California State Legislature enacted Assembly Bill x1 26 (the “Dissolution Act”) to dissolve redevelopment agencies formed under the Community Development Law (Health and Safety Code 3300 et seq.); and

WHEREAS, on June 27, 2012, the California State Legislature enacted Assembly Bill 1484 (“AB 1484”) modifying many of the provisions of ABx1 26 and establishing several new procedural deadlines; and

WHEREAS, AB 1484 required the Grass Valley Successor Agency to prepare a Recognized Obligation Payment Schedule (ROPS) prior to each six-month fiscal period; and

WHEREAS, pursuant to Health and Safety Code section 34179.7(o)(1), commencing with the ROPS covering the period from July 1, 2016 through June 30, 2017 and thereafter, agencies shall submit an Oversight Board approved annual ROPS; and

WHEREAS, the ROPS shall be submitted for review to the State Department of Finance and the County Auditor Controller by February 1 each year; and

WHEREAS, the City Council, acting as the governing board of the Successor Agency, now desires to adopt ROPS 23-24, a copy of which is on file with the Successor Agency Secretary and City Clerk;

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, acting as the Governing Board of the Successor Agency and in conformance with Health and Safety Code Section 34179.7(o)(1), hereby adopts ROPS 23-24, attached hereto and incorporated herein by reference as Exhibit A, for the period ending June 30, 2024.
3. Staff is hereby authorized and directed to file, post, mail, or otherwise deliver via electronic mail, internet posting, and/or hardcopy, all

notices and transmittals necessary or convenient in connection with the adoption of ROPS 23-24 pursuant to this Resolution.

ADOPTED as a Resolution of the Grass Valley Successor Agency to the Former Grass Valley Redevelopment Agency at a meeting thereof held on the 10th day of January 2023 by the following vote:

AYES: Board Member
NOES: Board Member
ABSENT: Board Member
ABSTAINING: Board Member

Jan Arbuckle, Chair

ATTEST:

Taylor Day, Deputy City Clerk

APPROVED AS TO FORM:

Michael Colantuono, City Attorney

Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period

Successor Agency: Grass Valley

County: Nevada

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	23-24A Total (July - December)	23-24B Total (January - June)	ROPS 23-24 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 42,260	\$ -	\$ 42,260
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	42,260	-	42,260
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 458,235	\$ 145,395	\$ 603,630
F RPTTF	433,235	120,395	553,630
G Administrative RPTTF	25,000	25,000	50,000
H Current Period Enforceable Obligations (A+E)	\$ 500,495	\$ 145,395	\$ 645,890

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Grass Valley
Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail
July 1, 2023 through June 30, 2024

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 23-24 Total	ROPS 23-24A (Jul - Dec)					23-24A Total	ROPS 23-24B (Jan - Jun)					23-24B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$10,337,840		\$645,890	\$-	\$-	\$42,260	\$433,235	\$25,000	\$500,495	\$-	\$-	\$-	\$120,395	\$25,000	\$145,395
18	Administrative Costs	Admin Costs	07/01/2018	12/01/2038	Various	All administrative costs of the agency	Area 1	800,000	N	\$50,000	-	-	-	-	25,000	\$25,000	-	-	-	-	25,000	\$25,000
22	2013 Tax Allocation Refunding Bond Debt Service Payment	Bonds Issued After 12/31/10	11/14/2013	12/01/2022	Union Bank	Refunding of 2008 Bond.	Area1	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
27	2020 Series A Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	05/01/2020	12/01/2034	MUFG Union Bank	Refunding of prior tax allocation bonds issued	N/A	3,143,100	N	\$256,600	-	-	42,260	167,640	-	\$209,900	-	-	-	46,700	-	\$46,700
28	2020 Series B Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	05/01/2020	12/01/2028	MUFG Union Bank	Refunding of prior tax allocation bonds issued	N/A	6,394,740	N	\$339,290	-	-	-	265,595	-	\$265,595	-	-	-	73,695	-	\$73,695

Grass Valley
Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances
July 1, 2020 through June 30, 2021
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/20) RPTTF amount should exclude "A" period distribution amount.			5,491,198	17,168	269,494	
2	Revenue/Income (Actual 06/30/21) RPTTF amount should tie to the ROPS 20-21 total distribution from the County Auditor-Controller			2,772	25,092	1,141,538	RPTTF Overpaid by County - will correct in FY 2021-22 (overpaid by \$346,531).
3	Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)			424,388	-	647,672	All bond issues were refunded subsequent to the approval of ROPS 20-21. RPTTF amounts allocated were not adjusted and all debt service for newly refunded issues was paid from RPTTF on hand and provided.
4	Retention of Available Cash Balance (Actual 06/30/21) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)			5,069,582	-	763,360	Retention of Reserves held by Trustee will be fully exhausted in FY 2021-22. Retention of RPTTF for \$346,531 overpayment of RPTTF by County in FY 2020-21 - will be corrected in FY 2021-22 (other funding subject to review by DOF).
5	ROPS 20-21 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 20-21 PPA		No entry required			-	

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
	form submitted to the CAC						
6	Ending Actual Available Cash Balance (06/30/21) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$42,260	\$-	

Grass Valley
Recognized Obligation Payment Schedule (ROPS 23-24) - Notes
July 1, 2023 through June 30, 2024

Item #	Notes/Comments
18	
22	This item will be paid off from Trustee funds held pursuant to the completed refunding in December 2022.
27	
28	

Grass Valley
Report of Prior Period Adjustments
ROPS 20-21 Period (July 1, 2020 to June 30, 2021)
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	
Item #	Project Name	SA Reported Non-RPTTF Expenditures						SA Reported RPTTF Expenditures											SA Comments	CAC Reported RPTTF Expenditures							CAC Comments	
		Bond Proceeds		Reserve Balance		Other Funds		RPTTF					Admin RPTTF					RPTTF and Admin RPTTF PPA		RPTTF			Admin RPTTF			RPTTF and Admin RPTTF PPA		
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available	Lesser of Authorized / Available	Actual	Difference	Authorized	Available	Lesser of Authorized / Available	Actual	Difference	Total Difference (M+R)		Lesser of Authorized / Available	Actual	Difference	Lesser of Authorized / Available	Actual	Difference	Total Difference		
		-	-	-	-	-	-	735,007	735,007	735,007	735,007	-	50,000	50,000	50,000	50,000	-	-		-	-	-	-	-	-	-		
6	ABAG 2002 Lease Revenue Bond Debt Service Payment	-	-	-	-	-	-	104,750	104,750	104,750	104,750	-	-	-	-	-	-	-	The ABAG Bonds were refunded in FY 2019-20 subsequent to the approval of the FY 2020-21 ROPS. The ABAG Bonds were replaced with Series A and Series B debt - the debt service paid in FY 2020-21 was \$261,284.24 for Series A and \$336,388.25 for Series B. These payments were made from the RPTTF received and also the bond proceeds.	-	-	-	-	-	-	-	-	
8	2010 Tax Allocation Refunding Bond Debt Service Payment	-	-	-	-	-	-	205,869	205,869	205,869	205,869	-	-	-	-	-	-	-	The 2010 Tax Allocation Bonds were refunded in FY 2019-20 subsequent to the approval of the FY 2020-21 ROPS. The 2010 Tax Allocation Bonds were replaced	-	-	-	-	-	-	-	-	

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB
Item #	Project Name	SA Reported Non-RPTTF Expenditures						SA Reported RPTTF Expenditures											SA Comments	CAC Reported RPTTF Expenditures							CAC Comments
		Bond Proceeds		Reserve Balance		Other Funds		RPTTF					Admin RPTTF					RPTTF and Admin RPTTF PPA		RPTTF			Admin RPTTF			RPTTF and Admin RPTTF PPA	
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available	Lesser of Authorized / Available	Actual	Difference	Authorized	Available	Lesser of Authorized / Available	Actual	Difference	Total Difference (M+R)		Lesser of Authorized / Available	Actual	Difference	Lesser of Authorized / Available	Actual	Difference	Total Difference	
																			with Series A and Series B debt - the debt service paid in FY 2020-21 was \$261,284.24 for Series A and \$336,388.25 for Series B. These payments were made from the RPTTF received and also the bond proceeds.								
22	2013 Tax Allocation Refunding Bond Debt Service Payment	-	-	-	-	-	-	424,388	424,388	424,388	424,388	-	-	-	-	-	-	-		-	-	-	-	-	-	-	



City of Grass Valley City Council Agenda Action Sheet

Title: Discussion of implementation concerns with SB 1383, AB 341, and AB 1826 (State Mandated Recycling and Organic Waste programs)

CEQA: Not a Project

Recommendation: Informational only, no action required.

Prepared by: Thomas Last, Community Development Director

Council Meeting Date: 1/10/2023

Date Prepared: 1/04/2023

Agenda: Administrative

Background Information: The purpose of this report is to raise some potential additional issues with the implementation of the above bills tied to solid waste collection. The three bills created state unfunded mandates tied to recycling and organic waste collection. As a reminder, all residences and businesses in the City must comply with these mandates and the City must ensure compliance and enforce of the regulations. Staff wants to remind the Council and the public about the challenges the implementation of these regulations will have on our community. At this meeting, staff would like to have an open discussion with Council and the public on some of these challenges, including:

1. Comingling of traditional yard and green waste with food in one bin.
2. Placing food waste in containers and wildlife, water quality, and expected odor issues.
3. The annual purchasing of recovered organic waste (see attached chart).

Council Goals/Objectives: There are no specific goals or objectives that support this informational item.

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 ____ Finance Director

Attachments: Chart of required procurement for Grass Valley

Grass Valley

2021 Population*	12,758
Target (tons of organic waste per California resident per year)	0.08
Annual Recovered Organic Waste Product Procurement Target (tons)	1,021

Recovered Organic Waste Product	One Ton Equivalent	Annual Recovered Organic Waste Product Procurement Target
Renewable gas in the form of transportation fuel	21	21,433 DGE
Electricity derived from renewable gas	242	246,995 kWh
Heating derived from renewable gas	22	22,454 Btu
Electricity derived from biomass conversion	650	663,416 kWh
Compost	0.58	592 Tons
Compost	1.45	1,480 CY
Mulch	1	1,021 Tons

*From CalRecycle Jurisdiction Procurement Targets Based on January 2021 Populations Estimates