



GRASS VALLEY

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

Tuesday, December 10, 2024 at 6:00 PM

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

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

E-Mail: info@cityofgrassvalley.com

Web Site: www.cityofgrassvalley.com

AGENDA

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

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

MEETING NOTICE

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

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

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

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

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

REPORT OUT OF CLOSED SESSION

INTRODUCTIONS AND PRESENTATIONS

1. Presentation of the 2024 Mayors Award

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

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

2. Approval of the Regular Meeting Minutes of November 26, 2024

Recommendation: Council approve minutes as submitted.

3. Confirming the purchase of properties at 110 Springhill Drive (APN's 009-720-035, 009-720-036, 009-720-037, and 009-720-038) for \$995,000

CEQA: Categorically Exempt - Section 15301 of CEQA Guidelines (Existing Facilities)

Recommendation: That Council 1) approve the purchase agreement with Lewis Family Trust for the properties at 110 Springhill Drive (APN's 009-720-035, 009-720-036, 009-

720-037, and 009-720-038), subject to legal review; 2) approve the purchase amount of \$995,000, 3) authorize the City Manager to sign all real estate documents required to complete the purchase with Lewis Family Trust, subject to legal review and the Planning Commission finding that this land purchase is in compliance with the City's General Plan; and 4) approve the Finance Director to make the necessary budget adjustments and transfers to complete these actions.

4. Loma Rica Ranch - Accept Open Space Dedication and M1 Zone parcel

CEQA: Not a Project pursuant to Government Code §21065 because the land dedication will not cause a physical change in the environment

Recommendation: That Council 1) accept a Grant Of Open Space Land ("Agreement") across portions of the Loma Rica Ranch property and 10 Acres of M1 adjacent to Brunswick Road, 2) authorize the City Manager to execute any necessary agreements for the land dedication to the city, subject to results of an Environmental Site Assessment, the Planning Commission's finding that this land purchase is in compliances with the City's General Plan, and subject to legal review and 3) authorize the City Clerk to sign the Certificate of Acceptance for the grant deed.

5. Prefabricated Restrooms - Approve Purchase Agreements

CEQA: N/A - Not A Project

Recommendation: That Council 1) approve the purchase of three prefabricated restrooms from Public Restroom Company, 2) authorize the City Engineer to execute purchase agreements with Public Restroom Company in the amount not to exceed \$240,000 per installed turnkey structure, subject to legal review, and 3) authorize the Finance Director to execute the necessary budget transfer of Measure E funds to fully fund the purchases.

6. HSIP Pedestrian Crossing Improvements Project - Final Acceptance

CEQA: N/A - Project is Complete

Recommendation Motion: That Council: 1) accept the HSIP Pedestrian Crossing Improvements Project as complete, and 2) authorize the City Engineer to file a Notice of Completion with the County Recorder.

7. Second reading of Ordinance No. 78- Municipal Code Section 8.16 Fire Control Regulations

CEQA: Not a project

Recommendation: That Council: 1) hold a second reading by title only and adopt Non-Urgency Ordinance 78 - 8.16 Fire Control Regulations

8. Staffing allocation and job description adoption

CEQA: Not a project

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

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

REORGANIZATION RELATED ITEMS

- 9. Canvass and Statement of Results for the November 5, 2024 General Municipal Election.

CEQA: Not a project

Recommendation: Adopt Resolution No. 2024-83, finding and declaring the results of the November 5, 2024 General Municipal Election.

At this time, Council Member Branstrom will vacate his seat at the dais, and Council Member Arbuckle and Ivy will step down for their swearing-in.

- 10. New Council Member Installation - Jan Arbuckle, Joe Bonomolo, & Tom Ivy

CEQA: Not a project

Recommendation: The City Clerk will administer the oath of office to newly elected Council Members Jan Arbuckle, Joe Bonomolo, and Tom Ivy for a four-year term commencing December 10, 2024, and continuing through December 12, 2028, or until their successor is elected and the election has been certified.

At this time, Council Member Arbuckle, Council Member Bonomolo, and Council Member Ivy will take seats at the dais.

- 11. Council Reorganization - Selection of Mayor and Vice Mayor

CEQA: Not a project

Recommendation: The City Clerk should conduct the election of the Mayor. The City Clerk will then turn the meeting over to the new Mayor, who will conduct the election of the Vice Mayor.

BRIEF REPORTS BY COUNCIL MEMBERS

CONTINUATION OF PUBLIC COMMENT

ADJOURN

POSTING NOTICE

This is to certify that the above notice of a meeting of the City Council, scheduled for Tuesday, December 10, 2024, at 6:00 PM, was posted at city hall, easily accessible to the public, as of 5:00 PM Friday, December 6, 2024.

Taylor Whittingslow, City Clerk



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Tuesday, November 26, 2024 at 6:00 PM

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MINUTES

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Arbuckle led the pledge of allegiance.

ROLL CALL

PRESENT

- Councilmember Haven Caravelli
- Councilmember Tom Ivy
- Vice Mayor Hilary Hodge
- Mayor Jan Arbuckle

ABSENT

- Councilmember Bob Branstrom

AGENDA APPROVAL -

Staff requested that item #6 (Staffing allocation and job description adoption) be removed for discussion at a later date.

Motion to approve consent with the noted changes by Councilmember Caravelli, Seconded by Vice Mayor Hodge.

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

REPORT OUT OF CLOSED SESSION

Nothing to report out of closed session.

INTRODUCTIONS AND PRESENTATIONS

1. Wreaths Across America Proclamation

PUBLIC COMMENT -

Virtual public comment attached.

In-person comments: Public sign-up speakers 1 - 4

CONSENT ITEMS -

Motion made to approve consent by Vice Mayor Hodge, Seconded by Councilmember Caravelli.

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

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

Recommendation: Council approve minutes as submitted.

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

CEQA: Not a project

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

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

CEQA: Not a project

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

5. Electronic and Digital Signature Policy

CEQA: Not a project

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

6. Staffing allocation and job description adoption

CEQA: Not a project.

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

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

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

CEQA: Not a project.

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

Zac Quentmeyer, Deputy Public Works Director, gave the council an overview of the agreement.

Public comment: Robin Davis, Sherly, Shirley

Motion to adopt a resolution amending agreement between the City of Grass Valley and Waste Management for solid waste collection by Councilmember Caravelli, Seconded by Vice Mayor Hodge.

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

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

CEQA: Not a project.

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

Zac Quentmeyer, Deputy Public Works Director, gave an overview to the Council.

Public Comment: Sherly

Motion to 1) hold a public hearing, 2) consider public testimony and a tabulation of protest, and 3) adopt a resolution amending solid waste collection rates for the agreement between the City of Grass Valley and Waste Management by Vice Mayor Hodge, Seconded by Councilmember Caravelli.

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

ADMINISTRATIVE

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

CEQA: Not a Project

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

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

Public Comment: Robin Davis, Lisa Swarthout

Motion to 1) consider the concept of a partnership with the Nevada County Library for upgrading and using E. Daniels Park; and 2) authorize the City Manager to negotiate an agreement with the Nevada County Library for the use of E. Daniels, subject to City Council approval at a later date by Vice Mayor Hodge, Seconded by Councilmember Caravelli.

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

BRIEF REPORTS BY COUNCIL MEMBERS

Councilmember Ivy attended a Pioneer Energy Meeting and wants to have a conversation about firewise communities. Councilmember Caravelli met with the Arts Council, ERC board meeting, and Tim DeMartini regarding RV carb compliance. Vice Mayor Hodge spoke with the Nevada County Leadership Institute and choir practices. Mayor Arbuckle attended the Tree Lighting Ceremony and Holiday Market, Nation League of Cities conference, GVAD, and Chamber retreat, meeting with the County, and had her last Monday with the Mayor Meeting.

ADJOURN

The meeting adjourned at 7:33 pm.

Jan Arbuckle, Mayor

Taylor Whittingslow, City Clerk

Adopted on:_____

Taylor Whittingslow

From: Clock Tower Records [REDACTED]
Sent: Friday, November 8, 2024 1:17 PM
To: Public Comments
Subject: Public comment for 11/12 council meeting

You don't often get email from clocktowerlps@gmail.com. [Learn why this is important](#)

Hello Council,

As a downtown business owner and one who drives and walks through the intersection at Main Street & South Auburn several times per day, I wanted to comment about the recent state of affairs there. In my experience, that intersection has not been safer or moved more smoothly than it did during the trial period last month without the traffic lights. What I noticed in my daily driving was every driver looking in all directions for not only other vehicles, but also pedestrians, before proceeding through the intersection. Very different from the free for all it becomes turning left onto Main St. from South Auburn when the lights were operational and everyone is just trying to speed through as quickly as they can before the light turns red again.

I am glad to report that the test period was successful and we now have an obvious, easy, and inexpensive solution. Remove the traffic lights and install all-way stop signs. Safer foot traffic, smoother auto traffic; exactly what we need there.

Thank you,
- Jon Moser

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Jonny Moser
Clock Tower Records



City of Grass Valley City Council Agenda Action Sheet

Title: Confirming the purchase of properties at 110 Springhill Drive (APN's 009-720-035, 009-720-036, 009-720-037, and 009-720-038) for \$995,000

CEQA: Categorically Exempt - Section 15301 of CEQA Guidelines (Existing Facilities)

Recommendation: That Council 1) approve the purchase agreement with Lewis Family Trust for the properties at 110 Springhill Drive (APN's 009-720-035, 009-720-036, 009-720-037, and 009-720-038), subject to legal review; 2) approve the purchase amount of \$995,000, 3) authorize the City Manager to sign all real estate documents required to complete the purchase with Lewis Family Trust, subject to legal review and the Planning Commission finding that this land purchase is in compliance with the City's General Plan; and 4) approve the Finance Director to make the necessary budget adjustments and transfers to complete these actions.

Prepared by: Tim Kiser, City Manager

Council Meeting Date: 12/10/2024

Date Prepared: 12/04/2024

Agenda: Consent

Background Information: The purpose of this property purchase is to accommodate a future vehicle maintenance facility for City vehicles, including fire engines, police vehicles, and other municipal fleet assets. The building is particularly suited for maintaining fire apparatus due to its high ceilings and oversized doors.

Acquiring this property eliminates the need for the City to construct a new mechanics facility as part of the planned corporation yard at Freeman Lane, a project previously estimated to cost over \$1.3 million. By purchasing an existing building, the City anticipates saving several hundred thousand dollars.

The City offered the listing price of \$995,000 for the property located at 110 Springhill Drive, which includes parcels APN 009-720-035, 009-720-036, 009-720-037, and 009-720-038. The property owner, the Lewis Family Trust, accepted the offer. Following direction from the City Council to negotiate based on the listing price, City staff and the property owner finalized the draft sale agreement (attached), subject to legal review.

This purchase is subject to legal review and the Planning Commission determining that this purchase aligns with the City's General Plan.

Council Goals/Objectives: This project supports tasks towards achieving/maintaining Strategic Plan - Economic Development and City Infrastructure Investment.

Fiscal Impact: Funding for this purchase will come from the City's Special Project Funds (\$800,000) and City's Corporation Yard Fund (\$195,000).

Funds Available: Yes

Account #: Varies

Reviewed by: City Manager

Attachments: Draft Contract



STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (Non-Residential)

Dated: December 3, 2024

1. Buyer.

1.1 City of Grass Valley ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close 30 or N/A days after the waiver or satisfaction of the Buyer's Contingencies. ("Expected Closing Date") to be held by Placer Title Company, Grass Valley ("Escrow Holder") whose address is 380 Sierra College Dr, Ste 100, Grass Valley, CA 95945 See Paragraph 26A re Expected Closing Date. Phone No. (530) 477-1382 Facsimile No. (530) 477-6287 upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) Four contiguous light industrial condominiums of +-1,976 SF each, totaling +-7,904 SF known as Units 10-13.

is located in the County of Nevada, is commonly known as (street address, city, state, zip) 110 Spring Hill Dr, Grass Valley CA 95945 and is legally described as: APNs 009-720-035, 009-720-036, 009-720-037 & 009-720-038

(APN: see above).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Placer Title or related underwriter ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and

(collectively, the "Improvements").

2.4 The fire sprinkler monitor: [X] is owned by Seller and included in the Purchase Price, [] is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, [] ownership will be determined during Escrow, or [] there is no fire sprinkler monitor.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and

all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$ 995,000.00, payable as follows:

(Strike if not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): \$ 995,000.00

(b) Amount of "New Loan" as defined in paragraph 5.1, if any: \$

(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)"):

INITIALS

INITIALS

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OFA-20.30, Revised 10-13-2022

Highland Commercial, Inc., 11300 Willow Valley Road Nevada City CA 95959

Phone: 5304701740

Fax: 5304700989

Lachlan Richards

Spring Hill 110

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

~~(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately \$ _____~~
 Said First Note is payable at \$ _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).

~~(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately \$ _____~~
 Said Second Note is payable at \$ _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).

~~(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of \$ _____~~

Total Purchase Price: \$ 995,000.00

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 Buyer has delivered to Broker a check in the sum of \$ _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or within 2 or 3 business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of \$ 20,000.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

- (a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of \$ _____ to be applied to the Purchase Price at the Closing.
- (b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of \$ _____ to be applied to the Purchase Price at the Closing.
- (c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

5. Financing Contingency. (Strike if not applicable)

5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____ % of the Purchase Price, on terms acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days following receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.

5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.

5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.

6. Seller Financing (Purchase Money Note). (Strike if not applicable)

6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____ % per annum, with principal and interest paid as follows: _____

The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.

6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):

(a) *Prepayment.* Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.

(b) *Late Charge.* A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.

(c) *Due On Sale.* In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.

6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.

6.4 **WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.**

6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.

7. **Real Estate Brokers.**

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"): Seller's Brokerage Firm Highland Commercial, Inc.

License No. 01302767 Is the broker of (check one): the Seller; or both the Buyer and Seller (dual agent).

Seller's Agent Lachlan Richards

License No. 01302767 Is (check one): the Seller's Agent (salesperson or broker associate); or both the Buyer's Agent

Agent and the Seller's Agent (dual agent).

Buyer's Brokerage Firm None

License No. _____ Is the broker of (check one): the Buyer; or both the Buyer and Seller (dual agent).

Buyer's Agent _____

License No. _____ Is (check one): the Buyer's Agent (salesperson or broker associate); or both the Buyer's Agent

Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers and agents representing the Parties or due any fees and/or commissions under this Agreement. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

8. **Escrow and Closing.**
8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.
8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.
8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.
8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

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8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 9.5, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is termination for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

9. Contingencies to Closing.

9.1 **IF, BEFORE EXPIRATION OF THE APPLICABLE TIME, BUYER FAILS TO PROVIDE ESCROW HOLDER WRITTEN NOTICE OF BUYER'S DISAPPROVAL OF ANY OF BUYER'S CONTINGENCIES OR ANY OTHER MATTER THAT IS SUBJECT TO BUYER'S APPROVAL IN THIS AGREEMENT, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE SATISFIED SUCH BUYER'S CONTINGENCIES AND/OR APPROVED OF SUCH OTHER MATTERS.** If a number of days is completed in any of the optional spaces in subparagraphs 9.1 (a) through (m), then such number shall apply and override the pre-printed number, even if the pre-printed number is not stricken. The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("AIR") standard form entitled "**Seller's Mandatory Disclosure Statement**") and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or 3 days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has 10 or 3 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has 30 or 3 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection.* Buyer has 30 or 3 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days of the Date of Agreement.

(e) *Governmental Approvals.* Buyer has 30 or 3 days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or 7 days following the Date of Agreement. Buyer has 3 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of t . The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey.* Buyer has 30 or 1 days following the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an

owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements.* Seller shall within 10 or 1 days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association.* Seller shall within 10 or 3 days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

(j) *Other Agreements.* Seller shall within 10 or 3 days following the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

(k) *Financing.* If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.

(l) *Existing Notes.* If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "**Loan Documents**") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("**Beneficiary Statement**") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days following the receipt of such documents to satisfy itself with regard to the form and content thereof.

(m) *Personal Property.* In the event that any personal property is included in the Purchase Price, Buyer has 10 or 3 days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or 3 days following the Date of Agreement.

(n) *Destruction, Damage or Loss.* Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change.* Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance.* The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) *Brokerage Fee.* Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 The contingencies specified in subparagraphs 9.1(a) through (m) are for the benefit of, and may be waived by, Buyer, and are referred to collectively as "**Buyer's Contingencies**" and individually as a "**Buyer's Contingency**."

9.3 Buyer's timely and written disapproval or conditional approval of a Buyer's Contingency or any other matter that is subject to Buyer's approval in this Agreement shall constitute disapproval thereof ("**Disapproved Item(s)**"). Concurrent with notice of a Disapproved Item, Buyer may make a request to Seller regarding such Disapproved Item ("**Buyer's Request**"). If Buyer fails to make a timely and written Buyer's Request, then this Agreement shall terminate due to the non-satisfaction and non-waiver of a contingency. Seller may respond to a Buyer's Request within 10 days following Seller's receipt thereof ("**Seller's Response**"). Seller's acceptance of a Buyer's Request shall amend this Agreement accordingly. If Seller fails to provide a timely and written Seller's Response, then Seller's Response shall be deemed to be a rejection of Buyer's Request. Buyer may, within 10 days following the earlier of Buyer's receipt of a Seller's Response (which is not an acceptance of Buyer's Request) or the date of Seller's deemed rejection of a Buyer's Request ("**Buyer's Reply Period**"), reply to a Seller's Response ("**Buyer's Reply**") and elect to (i) terminate this Agreement due to the non-satisfaction and non-waiver of the applicable contingency, (ii) accept the Seller's Response in which event this Agreement shall be amended accordingly, or (iii) withdraw Buyer's Request and waive the Disapproved Item in which event Buyer shall accept the Property subject to the Disapproved Item. If Buyer fails to provide a timely and written Buyer's Reply, then

Buyer shall be deemed to have elected to terminate this Agreement as of the end of the Buyer's Reply Period. The date Buyer accepts a Seller's Response or withdraws a Buyer's Request and waives a Disapproved Item shall be the date of Buyer's approval of the Disapproved Item. A Party shall provide to Escrow Holder copy of all notices of a Disapproved Item, Buyer's Request, Seller's Response and Buyer's Reply and Escrow Holder shall promptly provide copies thereof to the other Party. Unless the Parties in writing agree otherwise, if the Expected Closing Date is a specific calendar date and a Buyer's Reply Period expires after such specific calendar date, then notwithstanding paragraph 1.1, the Expected Closing Date shall be extended to be 3 business days after the earlier of the date Buyer withdraws a Buyer's Request and waives the applicable Disapproved Item or Buyer accepts the applicable Seller's Response.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing:

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer.

The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(f) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 *Taxes.* Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance.* **WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses.* Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit.* Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters.* Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances.* In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance.* In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 *Owner's Association Fees.* Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soil reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or

removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger or by mail, postage prepaid, to the address set forth in this Agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Grass Valley, CA on the date of December 6, 2024,

it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$20,000.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

Buyer Initials

Seller Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH

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Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may, not without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) *Further Disclosures.* Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information:* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. **Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. **Additional Provisions:**

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs _____ through _____. (If there are no additional provisions write "NONE".)

A. Expected Closing Date: On or before December 16, 2024.

B. Brokerage: The parties acknowledge that Lachlan Richards of Highland Commercial, Inc. is the only real estate agent involved in this transaction and that Seller shall pay Highland Commercial a sale fee at and through closing in accordance with a separate fee agreement.

C. City Council Contingency: This Agreement is contingent upon Buyer receiving formal City Council approval of the transaction by December 11, 2024.

D. Closing Costs: Seller to pay all escrow and title closing costs.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

- 1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
- 2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

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OFA-20.30, Revised 10-13-2022

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

BROKER

None

Att: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

Date: _____

BUYER

City of Grass Valley

By: _____
Name Printed: Tim Kiser
Title: City Manager
Phone: (530) 274-4312
Fax: _____
Email: Timk@cityofgrassvalley.com
By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____
Address: _____
Federal ID No.: _____

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to _____ % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker _____ % and Buyer's Broker _____ %. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

BROKER

Highland Commercial, Inc.

Att: Lachlan Richards
Title: President/Broker
Address: _____
Phone: (530) 470-1740
Fax: _____
Email: lock@highlandcre.com
Federal ID No.: _____
Broker DRE License #: _____
Agent's DRE License #: _____

Date: _____

SELLER

Lewis Family Trust

By: _____
Name Printed: Jef Lewis, Trustee
Title: _____
Phone: (530) 687-2175
Fax: _____
Email: Lewisjef1@gmail.com
By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____
Address: _____
Federal ID No.: _____

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

[X] Buyer [] Seller [] Lessor [] Lessee _____ Date: _____
City of Grass Valley

[] Buyer [] Seller [] Lessor [] Lessee _____ Date: _____

Agent Highland Commercial, Inc. DRE Lic. #01302767
Real Estate Broker (Firm)

By: _____ DRE Lic. #01302767 Date: _____
(Salesperson or Broker-Associate) Lachlan Richards, Broker

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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AD-3.01, Revised 10-22-2020

**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)**

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows:

(a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm **DO NOT COMPLETE, SAMPLE ONLY** License Number _____
 Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
 Seller's Agent **DO NOT COMPLETE, SAMPLE ONLY** License Number _____
 Is (check one): the Seller's Agent. (salesperson or broker associate); or both the Buyer's Agent and the Seller's Agent. (dual agent)
 Buyer's Brokerage Firm **DO NOT COMPLETE, SAMPLE ONLY** License Number _____
 Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
 Buyer's Agent **DO NOT COMPLETE, SAMPLE ONLY** License Number _____
 Is (check one): the Buyer's Agent. (salesperson or broker associate); or both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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City of Grass Valley City Council Agenda Action Sheet

Title: Loma Rica Ranch - Accept Open Space Dedication and M1 Zone parcel

CEQA: Not a Project pursuant to Government Code §21065 because the land dedication will not cause a physical change in the environment

Recommendation: That Council 1) accept a Grant Of Open Space Land (“Agreement”) across portions of the Loma Rica Ranch property and 10 Acres of M1 adjacent to Brunswick Road, 2) authorize the City Manager to execute any necessary agreements for the land dedication to the city, subject to results of an Environmental Site Assessment, the Planning Commission’s finding that this land purchase is in compliances with the City’s General Plan, and subject to legal review and 3) authorize the City Clerk to sign the Certificate of Acceptance for the grant deed.

Prepared by: Bjorn P. Jones, PE, City Engineer

Council Meeting Date: 12/10/2024

Date Prepared: 12/5/2024

Agenda: Consent

Background Information: Portions of the Loma Rica Ranch property, east of Brunswick Road and either side of Idaho Maryland Road, contain unique areas of nature, wildlife habitat, and open space values. As part of the conditions of approval for the Loma Rica Ranch Development project, the applicant was required to establish certain open space areas to preserve and protect these areas in perpetuity.

On August 22, 2023, the City Council approved the dedication of an Open Space Easement to the City of Grass Valley over portions of the Loma Rica Ranch property. After further discussions with the developer and coordination with trail and biking advocacy groups, it was determined that a real property dedication of the open space areas would better convey to the City the right to enforce the protection of the natural, scenic, historical, and Conservation Values of the Open Space area and to enact future trail and land improvements. The Open Space area opens up to the public the many beneficial uses afforded by the areas, including hiking and biking trails, equestrian trails, wildlife and ecological enhancements, nature study, and fuel reduction, to name a few.

In addition to the Open Space dedication, the owners of Loma Rica Ranch have agreed to transfer ownership of 10 acres of M1-zoned property to the City of Grass Valley. This land is intended for the potential development of a biomass plant. While the zoning (M1) is compatible with such a facility, the project will still undergo a separate and comprehensive approval process. This process will include, but is not limited to, environmental review and compliance with all applicable regulations.

The legal description of the property is currently being prepared and will be subject to

review and approval by the City Surveyor and City Attorney before being officially recorded. Staff are conferring with a consultant to complete a Phase I Environmental Site Assessment to ensure there are no underlying contamination liabilities on both properties.

Following the direction of the City Council, the City staff and the property owner will finalize the dedication documents for both the Open Space and M1 Zoned areas. These dedications will be subject to thorough legal review to ensure compliance with all applicable regulations and standards. Additionally, the Planning Commission must confirm that the proposed dedications are consistent with and support the objectives outlined in the City’s General Plan.

In order to expedite the acceptance of these dedications, it is requested that the Council authorize the City Manager to execute any dedication documents required for the transfer of the properties to the City of Grass Valley, pending satisfactory results of the Phase I assessment.

The developer has prepared an open space agreement and grant deed, along with the survey mapping and legal descriptions for the open space areas. These documents are attached and have been reviewed and accepted by the City Surveyor. Staff recommends that the Council accept the Open Space Dedication and authorize the City Manager and City Clerk to execute the grant deed, subject to legal review.

Council Goals/Objectives: An Open Space Dedication executes portions of work tasks towards achieving/maintaining Strategic Plan Goals #1 - Community & Sense of Place, #3 - Recreation and Parks, and #6 - Public Safety

Fiscal Impact: No immediate fiscal impact with acceptance of the dedication. Future maintenance and improvement costs would be budgeted as necessary.

Funds Available: N/A

Account #: N/A

Reviewed by: _____ City Manager

Attachments: Open Space Grant Deed / Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF GRASS VALLEY
Attn.: City Clerk
125 East Main Street
Grass Valley, CA 95945

(Space above for Recorder's use only.)

**GRANT OF OPEN SPACE LAND
TO THE CITY OF GRASS VALLEY**

THIS GRANT OF OPEN SPACE LAND ("Agreement") is made as of this ____ day of _____, 2024 by GVC Property 18 LLC, a California limited liability company ("Grantor"), and the City of Grass Valley, a municipal corporation ("Grantee").

RECITALS

- A. Grantor is the owner in fee simple of that certain real properties Easterly of Brunswick Road described and recorded in Document No.2018-021263, Official Records, County of Nevada, State of California and incorporated herein by this reference "The Property").
- B. Portions of the "The Property" possess natural, wildlife habitat and open space values (collectively "Conservation Values").
- C. The preservation of open space, wildlife habitat lands and scenic vistas is consistent with the adopted policies of the State of California, the County of Nevada and the City of Grass Valley.
- D. A portion of the Property containing such Conservation Values will be protected as open space in perpetuity pursuant to this Agreement, as said portion is described on Exhibit A and shown on Exhibit B attached hereto and incorporated herein by this reference (the "Open Space Land Dedication").
- E. Grantor, as owner of the Property, intends to convey in fee simple to Grantee a portion of "The Property", being described as Lot "A" and Lot "B" with the requirement to enforce the protection, in perpetuity, of the natural, scenic, historical, recreation, open space and other Conservation Values of the Open Space Property, pursuant to the restrictions contained herein.
- F. Grantee is authorized to implement and/or enforce a program of natural area conservation and stewardship.
- G. The parties herein agree to preserve and protect in perpetuity the Conservation Values of the Open Space Property, for the benefit of this generation and generations to come, with the primary obligation of conveyance falling upon Grantor or its successors and assigns and the primary responsibility of maintenance and enforcement falling upon Grantee.

AGREEMENT

NOW, THEREFORE, in consideration of the above and for a valuable consideration, and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby grants to Grantee an Open Space Land Dedication **Lot "A"** and **Lot "B"** in fee simple, as described in attached **Exhibit "A"** and depicted on **Exhibit "B"**, attached herein and subject to the following terms and conditions:

1. Purpose. The purpose of this Dedication of Land is to assure that the Open Space Property will be retained in perpetuity generally in its natural, scenic and open space condition and to prevent any use of the Open Space Property, that will significantly impair or interfere with its Conservation Values. Accordingly, this Open Space Land Dedication restricts the use of the Open Space Property, **Lot "A" and Lot "B"** to uses that do not degrade the Conservation Values, including hiking and biking trails (which may be paved), equestrian trails, wildlife enhancement, ecological enhancement treatments, timber harvest (for enhancing wildlife habitat, fuels reduction, removal of hazards and appropriate thinning), signage, drainage facilities, trail infrastructure, picnic areas (which may include the construction, use and maintenance of shelters related to such picnic areas), nature study, enjoyment of views (which may include the construction, use and maintenance of viewing decks and viewing facilities), open space, temporary uses that do not degrade the Conservation Values, natural habitat, water wells and infrastructure, and environmental protection consistent with this Dedication. Roadways and roadway uses including infrastructure and utilities shall be allowed for the development and buildout of the Loma Rica Ranch Specific Plan and allow roadway infrastructure and utility locations to be modified and/or relocated but not substantially expanded in land coverage over the Open Space Property as needed.
2. Rights of Grantor. To accomplish the purposes of this Dedication, Grantor hereby irrevocably dedicates **Lot "A"** and **Lot "B"**, but retains the right to enter upon the Open Space Property at reasonable times following notice to identify the current condition of the Open Space Property and monitor compliance with the terms of this Open Space Land Dedication and to take all steps reasonably necessary to prevent or mitigate any activity or condition on the Open Space Property which is inconsistent with the purposes of this Dedication.
3. Prohibited Uses. Any activity on or use of the Open Space Property that is inconsistent with the purposes of this Dedication is prohibited, including development of commercial, industrial or residential uses, mineral exploration, hunting, discharge of firearms and use of off-road vehicles.
4. Reserved Rights. Grantor reserves unto itself and to its successors and assigns all rights which are not transferred and conveyed by this Agreement and which are not inconsistent with the purposes of this Easement, including motorized and non-commercial uses, which do not substantially diminish or detract from the Conservation Values of the Open Space Property, Trails, utilities, roads and roadway uses as per the Loma Rica Specific Plan, appropriately designed fencing, signage, culverts, landscaping, mailbox areas, utilities, easements and other appropriate improvements.
5. Maintenance. Grantee retain the responsibility for ownership, operation, upkeep and maintenance of the Open Space Property (Lot "A" and Lot "B") and for payment of real property taxes, if any.
6. Amendment. If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, Grantor and Grantee may jointly amend this Agreement.

The parties' consent to any such amendment shall not unreasonably be withheld. Any such amendment shall be in writing and recorded in the Official Records of the County of Nevada, California.

7. Notices. Any notice, demand, request or communication that any party desires shall be in writing and delivered as follows:

To Grantor: GVC Property 18, LLC Attn.: Thomas A. Baldacci 12885 Alcosta Blvd. Suite A San Ramon, CA 94583	To Grantee: City of Grass Valley 125 East Main Street Grass Valley, CA 95945
---------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------

8. Recordation. When effective, this instrument shall be recorded by Grantor or Grantee in the Official Records of the County of Nevada, California.

9. General Provisions.

- a. The interpretation and performance of this Agreement shall be governed by the laws of the State of California with venue in the County of Nevada.
- b. This Agreement is made for the sole benefit and protection of Grantor and Grantee and their respective successors and assigns and no other entity, person or party shall have any right of action under this Agreement or any right to enforce the terms and provisions hereof.
- c. The covenants, terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall continue as a servitude running with the Open Space Property, Lot "A" and Lot "B".

GRANTOR:

GVC Property 18, LLC

By: _____
 Name: _____
 Title: _____

GRANTEE:

City of Grass Valley, a municipal corporation

By: _____
 Name: _____
 Title: _____

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

Lot "A"
Open Space Land Dedication

All that real property situated in the incorporated City of Grass Valley, County of Nevada, State of California being a portion of Resultant Parcel 3, Resultant Parcel 4 and Resultant Parcel 5 as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045279, Official Records of Nevada County; said property being a portion of Sections 24 and 25, Township 16 North, Range 8 East, and Sections 19 and 30, Township 16, Range 9 East, Mount Diablo Base and Meridian, and being more particularly described as follows:

Beginning at a point on the easterly right of way line of Brunswick Road, being the northwesterly corner of Resultant Parcel 3 as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045279, Official Records of Nevada County. Thence from said point of beginning along the boundary of said Resultant Parcel 3 the following four (4) courses:

- 1) Thence North 70°10'50" East, 137.48 feet;
- 2) Thence North 61°42'00" East, 182.98 feet;
- 3) Thence North 55°32'00" East, 173.63 feet;
- 4) Thence North 63°54'00" East, 200.00 feet to the northeasterly corner of said Resultant Parcel 3 and the northwesterly corner of Resultant Parcel 4 as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045280, Official Records of Nevada County;

Thence along the boundary of said Resultant Parcel 4 the following twelve (12) courses:

- 1) Thence North 63°54'00" East, 87.84 feet;
- 2) Thence North 40°02'00" East, 148.07 feet;
- 3) Thence North 53°16'00" East, 80.63 feet;
- 4) Thence North 64°17'00" East, 25.65 feet;
- 5) Thence North 01°21'00" West, 371.13 feet;
- 6) thence North 88°55'19" East, 1,347.22 feet;
- 7) Thence North 86°44'23" East, 36.24 feet;
- 8) Thence North 07°32'39" West, 45.64 feet;
- 9) Thence North 82°27'21" East, 600.00 feet;
- 10) Thence South 07°32'39" East, 90.56 feet;
- 11) Thence North 86°44'16" East, 1,989.75 feet to the northeasterly corner of said Resultant Parcel 4;
- 12) Thence South 01°18'43" East, 350.00 feet to the southeasterly corner of said Resultant Parcel 4 and the northeasterly corner of Resultant Parcel 5 as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045281, Official



LEGAL DESCRIPTION(continued)

Records of Nevada County;

Thence along the boundary of said Resultant Parcel 5 the following thirty-two (32) courses:

- 1) Thence South 01°18'43" East, 966.97 feet;
- 2) Thence South 01°20'13" East, 385.73 feet to the southeasterly corner of Said Resultant Parcel 5;
- 3) Thence South 71°37'00" West, 47.28 feet;
- 4) Thence along the arc of a curve to the left having a radius of 485.00 feet, a delta angle of 19°17'00" and an arc length of 163.23 feet;
- 5) Thence South 52°20'00" West, 117.98 feet;
- 6) Thence along the arc of a curve to the right having a radius of 315.00 feet, a delta angle of 56°19'00" and an arc length of 309.62 feet;
- 7) Thence North 71°21'00" West, 123.19 feet;
- 8) Thence along the arc of a curve to the left having a radius of 385.00 feet, a delta angle of 13°35'00" and an arc length of 91.27 feet;
- 9) Thence North 84°56'00" West, 83.48 feet;
- 10) Thence along the arc of a curve to the right having a radius of 715.00 feet, a delta angle of 04°30'00" and an arc length of 56.16 feet;
- 11) Thence North 80°26'00" West, 149.84 feet;
- 12) Thence along the arc of a curve to the right having a radius of 615.00 feet, a delta angle of 18°50'00" and an arc length of 202.15 feet;
- 13) Thence North 61°36'00" West, 118.77 feet;
- 14) Thence North 29°41'18" East, 66.34 feet;
- 15) Thence North 60°18'42" West, 150.00 feet;
- 16) Thence North 29°41'18" East, 10.00 feet;
- 17) Thence South 60°18'42" East, 71.21 feet;
- 18) Thence along the arc of a curve to the left having a radius of 490.00 feet, a delta angle of 37°49'58" and an arc length of 323.55 feet;
- 19) Thence South 12°10'28" East, 10.00 feet;
- 20) Thence from a tangent bearing of South 77°49'32" West along the arc of a curve to the left having a radius of 480.00 feet, a delta angle of 12°43'55" and an arc length of 106.66 feet;
- 21) Thence North 24°54'23" West, 20.00 feet;
- 22) Thence from a tangent bearing of South 65°05'37" West along the arc of a curve to the left having a radius of 500.00 feet, a delta angle of 12°43'57" and an arc length of 111.11 feet;
- 23) Thence South 37°38'20" East, 20.00 feet;
- 24) Thence from a tangent bearing of South 52°21'40" West along the arc of a curve to the left having a radius of 480.00 feet, a delta angle of 10°23'00" and an arc length of 86.99 feet;

LEGAL DESCRIPTION(continued)

- 25) Thence South 41°58'40" West, 18.45 feet;
- 26) Thence North 48°01'20" West, 20.00 feet;
- 27) Thence South 41°58'40" West, 82.03 feet;
- 28) Thence along the arc of a curve to the right having a radius of 550.00 feet, a delta angle of 14°20'52" and an arc length of 137.73 feet;
- 29) Thence South 56°19'32" West, 67.72 feet;
- 30) Thence South 33°40'28" East, 20.00 feet;
- 31) Thence South 56°19'32" West, 480.69 feet;
- 32) Thence along the arc of a curve to the right having a radius of 870.00, a delta angle of 01°16'30" and an arc length of 19.36 feet;

Thence leaving the boundary of said Resultant Parcel 5 the following forty-nine (49) courses:

- 1) Thence South 78°03'53" West, 189.11 feet;
- 2) Thence North 39°41'11" West, 185.20 feet;
- 3) Thence South 84°51'25" West, 122.21 feet;
- 4) Thence South 89°33'34" West, 178.43 feet;
- 5) Thence South 69°17'53" West, 632.93 feet;
- 6) Thence North 81°20'19" West, 45.70 feet;
- 7) Thence South 64°24'04" West, 222.99 feet;
- 8) Thence South 81°06'45" West, 248.66 feet;
- 9) Thence South 31°04'14" West, 265.73 feet;
- 10) Thence South 63°31'07" West, 256.48 feet to an angle point on the easterly right of way line of Brunswick Road;
- 11) Thence South 83°50'49" West, 30.00 feet along the easterly right of way line of Brunswick Road;
- 12) Thence North 06°09'11" West, 508.17 feet along the easterly right of way line of Brunswick Road;
- 13) Thence leaving said easterly Brunswick Road right of way South 64°28'57" East, 17.62 feet;
- 14) Thence South 06°09'11" East, 405.29 feet;
- 15) Thence North 75°51'20" East, 235.91 feet;
- 16) Thence North 31°04'14" East, 319.51 feet;
- 17) Thence North 63°00'15" East, 34.16 feet;
- 18) Thence South 76°30'02" East, 139.03 feet;
- 19) Thence North 57°45'35" East, 322.29 feet;
- 20) Thence South 76°02'54" East, 107.21 feet;
- 21) Thence North 68°40'43" East, 406.28 feet;
- 22) Thence North 75°14'23" East, 210.84 feet;
- 23) Thence North 45°19'45" East, 141.74 feet;
- 24) Thence North 75°47'41" East, 169.35 feet;

LEGAL DESCRIPTION(continued)

- 25) Thence South 45°18'41" East, 86.89 feet;
 26) Thence North 82°57'38" East, 328.52 feet;
 27) Thence North 50°15'26" East, 493.93 feet;
 28) Thence North 67°52'01" East, 84.12 feet;
 29) Thence North 31°22'39" East, 89.25 feet;
 30) Thence North 82°03'57" East, 129.06 feet;
 31) Thence North 48°39'45" East, 183.10 feet;
 32) Thence North 73°35'32" East, 138.00 feet;
 33) Thence North 50°41'27" East, 154.11 feet;
 34) Thence along the arc of a curve to the right having a radius of 450.00 feet, a delta angle of 28°04'41" and an arc length of 220.53 feet;
 35) Thence North 78°46'08" East, 95.67 feet;
 36) Thence North 11°13'52" West, 625.63 feet;
 37) Thence North 89°31'02" West, 401.37 feet;
 38) Thence North 72°16'00" West, 515.82 feet;
 39) Thence South 71°05'00" West, 621.23 feet;
 40) Thence North 84°44'27" West, 136.14 feet;
 41) Thence North 46°12'36" West, 146.50 feet;
 42) Thence South 83°36'26" West, 471.41 feet;
 43) Thence South 58°45'38" West, 406.52 feet;
 44) Thence South 41°22'21" West, 187.22 feet;
 45) Thence South 63°54'00" West, 294.75 feet;
 46) Thence South 55°32'00" West, 172.67 feet;
 47) Thence South 61°51'44" West, 193.05 feet;
 48) Thence South 70°10'50" West, 159.75 feet to the westerly boundary of said Resultant Parcel 3;
 49) Thence along the easterly right of way line of Brunswick North 04°11'28" East, 54.74 feet to the **Point of Beginning**.

Containing 88.612 acres more, or less.

Basis of Bearings: The basis of bearings is identical and based upon that Record of Survey for F. Knoop, recorded in Book 8 of Surveys, Page 37, Official Records of Nevada County.

LEGAL DESCRIPTION (continued)**Lot "B"
Open Space Land Dedication**

All that real property situated in the incorporated City of Grass Valley, County of Nevada, State of California, being a portion of Resultant Parcel 6 and Resultant Parcel 7 as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045279, Official Records of Nevada County; said property being a portion of Section 25, Township 16 North, Range 8 East, and Section 30, Township 16 North, Range 9 East, Mount Diablo Base and Meridian, and being more particularly described as follows:

Beginning at a point on the southerly right of way line of Idaho Maryland road, being the northeasterly corner of Resultant Parcel 6 as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045282, Official Records of Nevada County. Thence from said point of beginning along the boundary of said Resultant Parcel 6, as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045282 and Resultant Parcel 7, as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045283 the following three (3) courses:

- 1) Thence South 07°32'39" East, 1,198.20 feet;
- 2) Thence North 86°58'31" East, 169.59 feet;
- 3) Thence South 00°18'09" East, 355.78 feet;

Thence leaving the boundary of said Resultant Parcel 7 the following eighteen (18) Courses:

- 1) Thence from a tangent bearing of North 07°16'33" West along the arc of a curve to the left having a radius of 51.98 feet, a delta angle of 151°28'27" and an arc length of 137.43 feet;
- 2) Thence South 29°32'38" West, 15.30 feet;
- 3) Thence along the arc of a curve to the right having a radius of 200.00 feet, a delta angle of 43°10'49" and an arc length of 150.73 feet;
- 4) Thence South 72°43'27" West, 146.48 feet;
- 5) Thence South 82°46'30" West, 567.91 feet;
- 6) Thence South 45°29'02" West, 122.73 feet;
- 7) Thence along the arc of a curve to the left having a radius of 300.00 feet, a delta angle of 11°22'32" and an arc length of 59.56 feet;
- 8) Thence South 34°06'31" West, 157.59 feet;
- 9) Thence South 50°26'08" West, 111.76 feet;
- 10) Thence South 44°49'36" West, 131.76 feet;
- 11) Thence along the arc of a curve to the left having a radius of 200.00 feet, a delta angle of 65°56'05" and an arc length of 230.16 feet;
- 12) Thence along the arc of a curve to the right having a radius of 200.00 feet, a delta angle of 41°28'53" and an arc length of 144.80 feet;

LEGAL DESCRIPTION(continued)

- 13) Thence South 19°24'22" West, 211.64 feet;
- 14) Thence South 04°41'28" West, 390.43 feet;
- 15) Thence South 01°57'13" East, 113.72 feet;
- 16) Thence along a curve to the left having a radius of 300.00 feet, a delta angle of 33°40'50" and an arc length of 176.35 feet;
- 17) Thence along the arc of a curve to the left having a radius of 70.00 feet, a delta angle of 59°56'11" and an arc length of 73.23 feet;
- 18) Thence North 84°25'46" East, 59.81 feet to the northerly right of way line of Loma Rica Drive

Thence along the northerly right of way line of Loma Rica Drive and the southerly boundary of said Resultant Parcels 6 and 7 the following ten (10) courses:

- 1) Thence from a tangent bearing of South 53°42'31" West along the arc of a curve to the right having a radius of 380.00 feet, a delta angle of 24°06'01" and an arc length of 159.84 feet;
- 2) Thence South 77°48'32" West, 218.23 feet;
- 3) Thence along the arc of a curve to the right with a radius of 300.00 feet, a delta angle of 55°09'58" and an arc length of 288.85 feet;
- 4) Thence North 47°01'30" West, 57.72 feet;
- 5) Thence North 42°58'30" East, 35.00 feet;
- 6) Thence North 47°01'30" West, 513.56 feet;
- 7) Thence North 42°58'30" East, 15.00 feet;
- 8) Thence from a tangent bearing of North North 47°01'30" West along the arc of a curve to the left having a radius of 120.00 feet, a delta angle of 100°06'27" and an arc length of 209.66 feet;
- 9) Thence South 32°52'03" West, 23.92 feet;
- 10) Thence North 56°50'00" West, 106.33 feet;

Thence leaving the northerly right of way line of Loma Rica Drive and the southerly boundary line of said Resultant Parcel 6 the following twenty-two (22) courses:

- 1) Thence from a tangent bearing of North 77°47'01" East along the arc of a curve to the left having a radius of 592.51 feet, a delta angle of 23°59'05" and an arc length of 248.03 feet;
- 2) Thence along the arc of a curve to the left having a radius of 50.00 feet, a delta angle of 135°17'41" and an arc length of 118.07 feet;
- 3) Thence North 81°29'46" West, 47.25 feet;
- 4) Thence along the arc of a curve to the right having a radius of 100.00 feet, a delta angle of 53°15'46" and an arc length of 92.96 feet;
- 5) Thence North 28°14'00" West, 55.97 feet;

LEGAL DESCRIPTION(continued)

- 6) Thence along the arc of a curve to the right having a radius of 40.00 feet, a delta angle of 166°36'04" and an arc length of 116.31 feet;
- 7) Thence along the arc of a curve to the left having a radius of 34.22 feet, a delta angle of 107°16'20" and an arc length of 64.07 feet;
- 8) Thence along the arc of a curve to the left having a radius of 272.47 feet, a delta angle of 27°06'07" and an arc length of 128.89 feet;
- 9) Thence along the arc of a curve to the left having a radius of 46.49 feet, a delta angle of 46°45'35" and an arc length of 37.94 feet;
- 10) Thence along the arc of a curve to the right having a radius of 40.00 feet, a delta angle of 65°47'32" and an arc length of 45.93 feet;
- 11) Thence North 23°01'34" East, 59.35 feet;
- 12) Thence along the arc of a curve to the right having a radius of 40.00 feet, a delta angle of 95°00'23" and an arc length of 66.33 feet;
- 13) Thence along the arc of a curve to the left having a radius of 75.00 feet, a delta angle of 103°28'37" and an arc length of 135.45 feet;
- 14) Thence North 14°33'20" East, 29.81 feet;
- 15) Thence along the arc of a curve to the left having a radius of 75.00 feet, a delta angle of 77°22'04" and an arc length of 101.27 feet;
- 16) Thence along the arc of a curve to the right having a radius of 65.00 feet, a delta angle of 84°53'37" and an arc length of 96.31 feet;
- 17) Thence along the arc of a curve to the left having a radius of 100.00 feet, a delta angle of 91°23'46" and an arc length of 159.52 feet;
- 18) Thence along the arc of a curve to the right having a radius of 80.00 feet, a delta angle of 104°59'34" and an arc length of 146.60 feet;
- 19) Thence along the arc of a curve to the left having a radius of 328.99 feet, a delta angle of 41°37'36" and an arc length of 239.02 feet;
- 20) Thence along the arc of a curve to the right having a radius of 100.00 feet, a delta angle of 45°57'09" and an arc length of 80.20 feet;
- 21) Thence North 40°00'14" East, 598.29 feet;
- 22) Thence North 52°44'59" East, 826.10 feet to the southerly right of way line of Idaho Maryland Road and the northerly boundary of Resultant Parcel 6;

Thence along the southerly right of way line of Idaho Maryland Road and the southerly boundary of said Resultant Parcel 6 the following eighteen (18) courses:

- 1) Thence from a tangent bearing of North 57°36'02" East along the arc of a curve to the left having a radius of 940.00 feet, a delta angle of 01°16'30" and an arc length of 20.92 feet;
- 2) Thence North 56°19'32" East, 180.69 feet;
- 3) Thence North 33°40'28" West, 10.00 feet;
- 4) Thence North 56°19'32" East, 150.00 feet;

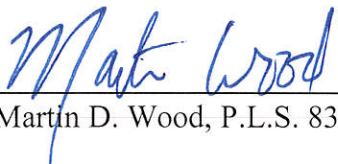
LEGAL DESCRIPTION(continued)

- 5) Thence South 33°40'28" East, 10.00 feet;
- 6) Thence North 56°19'32" East, 50.00 feet;
- 7) Thence South 33°40'28" East, 10.00 feet;
- 8) Thence North 56°19'32" East, 100.00 feet;
- 9) Thence North 33°40'28" West, 10.00 feet;
- 10) Thence North 56°19'32" East, 67.72 feet;
- 11) Thence along the arc of a curve to the left having a radius of 640.00 feet, a delta angle of 12°37'54" and an arc length of 141.10 feet;
- 12) Thence South 46°18'22" East, 10.00 feet;
- 13) Thence North 41°58'40" East, 100.48 feet;
- 14) Thence along the arc of a curve to the right having a radius of 400.00 feet, a delta angle of 10°23'00" and an arc length of 72.49 feet;
- 15) Thence North 37°38'20" West, 10.00 feet;
- 16) Thence from a tangent bearing of North 53°03'44" East along the arc of a curve to the right having a radius of 410.00 feet, a delta angle of 05°39'54" and an arc length of 40.54 feet;
- 17) Thence North 31°16'22" West, 10.00 feet;
- 18) Thence from a tangent bearing of North 58°43'38" East along the arc of a curve to the right having a radius of 420.00 feet, a delta angle of 22°08'34" and an arc length of 162.32 feet to the **Point of Beginning**.

Containing 87.98 acres more, or less.

Basis of Bearings: The basis of bearings is identical and based upon that Record of Survey for F. Knoop, recorded in Book 8 of Surveys, Page 37, Official Records of Nevada County.

End of Description



 Martin D. Wood, P.L.S. 8321

10-28-24

 Date



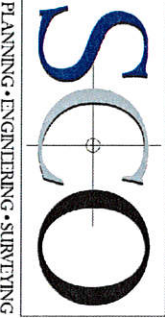
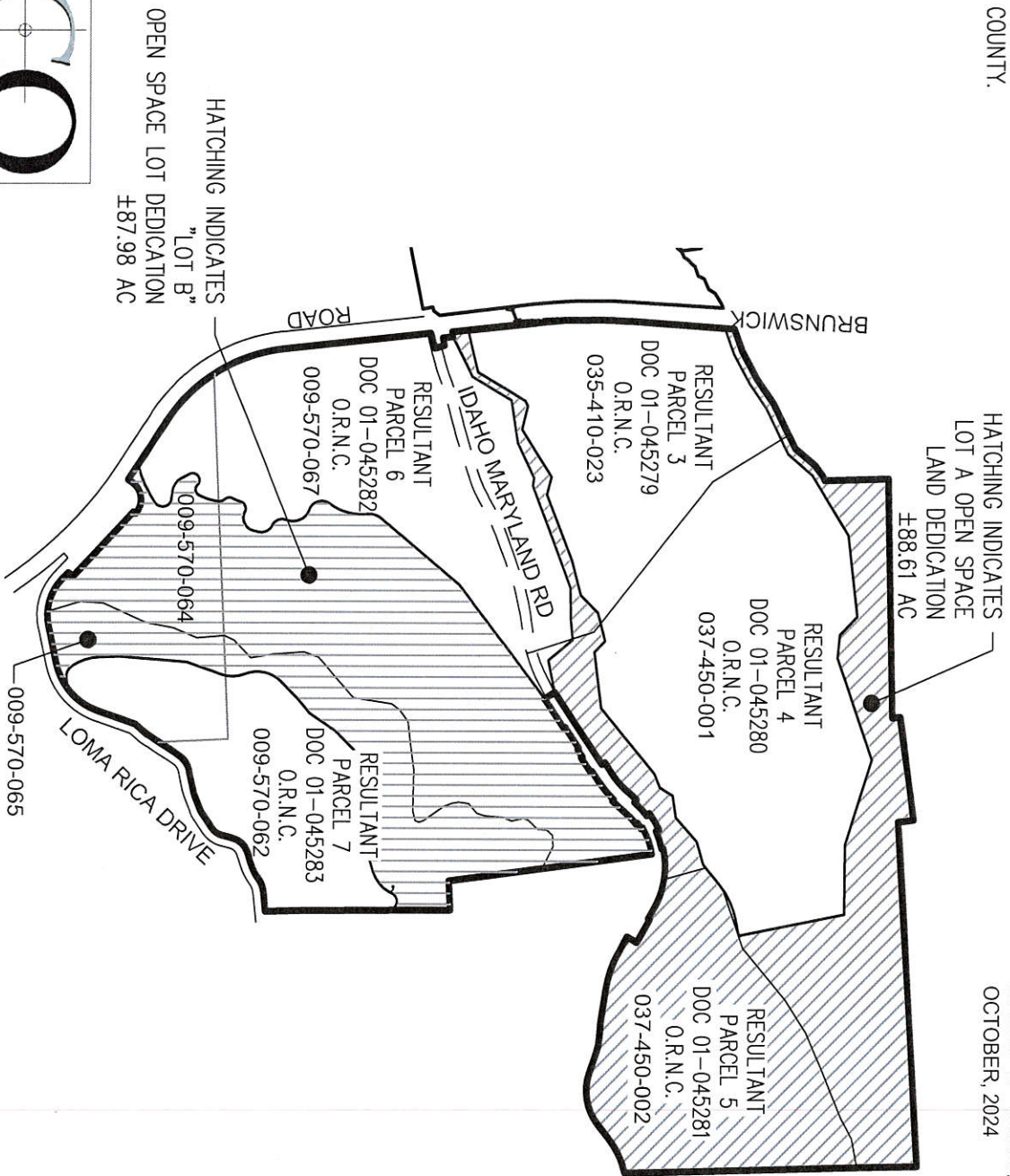
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS BASED UPON FOUND MONUMENTS AND IS IDENTICAL TO THAT RECORD OF SURVEY AS SHOWN IN BOOK 8 OF SURVEYS AT PAGE 37 OFFICIAL RECORDS OF NEVADA COUNTY.

EXHIBIT "B"

OPEN SPACE LAND DEDICATION

BING A PORTION OF SECTION 19, 24, 25, 30, T.16N., R8E. MDB& M. WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
OCTOBER, 2024
SCALE: 1"=1000'



LINE TABLE

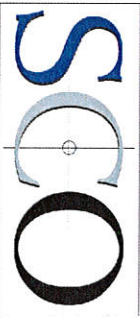
LINE #	LENGTH	DIRECTION
L50	80.63'	N 53°16'00" E
L51	148.07'	N 40°02'00" E
L52	87.84'	N 63°54'00" E
L53	173.63'	N 55°32'00" E
L54	182.98'	N 61°42'00" E
L55	137.48'	N 70°10'50" E
L56	54.74'	N 04°11'28" E
L57	159.75'	S 70°10'50" W
L58	193.05'	S 61°51'44" W
L59	172.67'	S 55°32'00" W
L60	294.75'	S 63°54'00" W
L61	187.22'	S 41°22'21" W
L62	406.52'	S 58°45'38" W
L63	471.41'	S 83°56'26" W
L64	146.50'	N 46°12'36" W
L65	136.14'	N 84°44'27" W
L66	621.23'	S 71°05'00" W
L67	515.82'	N 72°16'00" W
L68	401.37'	N 89°31'02" W
L69	625.63'	N 11°13'52" W
L70	154.11'	N 50°41'27" E
L71	138.00'	N 73°35'32" E
L72	183.10'	N 48°39'45" E
L73	129.06'	N 82°03'57" E

LINE #	LENGTH	DIRECTION
L74	89.25'	N 31°22'39" E
L75	84.12'	N 67°52'01" E
L76	493.93'	N 50°15'26" E
L77	328.52'	N 82°57'38" E
L78	86.89'	S 45°18'41" E
L79	169.35'	N 75°47'41" E
L80	141.74'	N 45°19'45" E
L81	210.84'	N 75°14'23" E
L85	406.28'	N 68°40'43" E
L86	107.21'	S 76°02'54" E
L87	322.29'	N 57°45'35" E
L88	139.03'	S 76°30'02" E
L89	508.17'	N 06°09'11" W
L90	30.00'	S 83°50'49" W
L91	256.48'	S 63°31'07" W
L92	265.73'	S 31°04'14" W
L93	248.66'	S 81°06'45" W
L94	222.99'	S 64°24'04" W
L95	45.70'	N 81°20'19" W
L96	632.93'	S 69°17'53" W
L97	178.43'	S 89°33'34" W
L98	122.21'	S 84°51'25" W
L99	185.20'	N 39°41'11" W
L100	189.11'	S 78°03'53" W

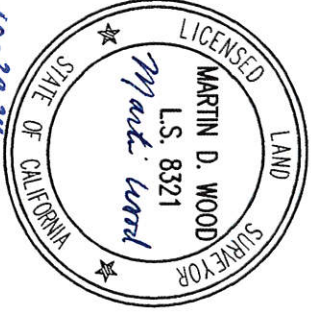
LINE #	LENGTH	DIRECTION
L101	20.00'	N 48°01'20" W
L102	18.45'	S 41°58'40" W
L103	34.16'	N 63°00'15" E
L104	319.51'	N 31°04'14" E
L105	235.91'	N 75°51'20" E
L106	405.29'	S 06°09'11" E
L107	17.62'	S 64°28'57" E
L108	95.67'	N 78°46'08" E
L115	71.21'	S 60°18'42" E
L116	10.00'	N 29°41'18" E
L117	150.00'	N 60°18'42" W
L118	66.34'	N 29°41'18" E
L119	118.77'	N 61°56'00" W
L120	149.84'	N 80°26'00" W
L121	83.48'	N 84°56'00" W
L122	123.19'	N 71°21'00" W
L123	117.98'	S 52°20'00" W
L124	47.28'	S 71°37'00" W

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C59	202.15'	615.00'	1850°00"
C60	56.16'	715.00'	430°00"
C61	91.27'	385.00'	1335°00"
C62	309.62'	315.00'	5619°00"
C63	163.23'	485.00'	1917°00"
C64	19.36'	870.00'	1°16'30"
C65	137.73'	550.00'	1420°52"
C66	86.99'	480.00'	1023°00"
C67	111.11'	500.00'	1243°57"
C68	106.66'	480.00'	1243°55"
C69	323.55'	490.00'	3749°58"



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LINE TABLE

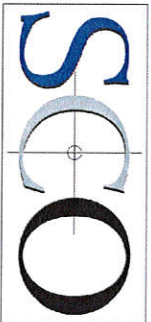
LINE #	LENGTH	DIRECTION
L1	355.78'	S 00°18'09" E
L2	15.30'	S 29°32'38" W
L3	146.48'	S 72°43'27" W
L4	157.59'	S 34°06'31" W
L5	111.76'	S 50°26'08" W
L6	131.76'	S 44°49'36" W
L7	211.64'	S 19°24'22" W
L8	390.43'	S 04°41'28" W
L9	113.72'	S 01°57'13" E
L10	59.81'	N 84°25'46" E
L11	218.23'	S 77°48'32" W
L12	57.72'	N 47°01'30" W
L13	35.00'	N 42°58'30" E
L14	513.56'	N 47°01'30" W
L15	15.00'	N 42°58'30" E
L16	23.92'	S 32°52'03" W
L17	106.33'	N 56°50'00" W
L18	47.25'	N 81°29'46" W
L19	55.97'	N 28°14'00" W
L20	59.35'	N 23°01'34" E
L21	29.81'	N 14°33'20" E
L22	598.29'	N 40°00'14" E
L23	826.10'	N 52°44'59" E

LINE #	LENGTH	DIRECTION
L30	180.69'	N 56°19'32" E
L31	10.00'	N 33°40'28" W
L32	150.00'	N 56°19'32" E
L33	10.00'	S 33°40'28" E
L34	50.00'	N 56°19'32" E
L35	10.00'	S 33°40'28" E
L36	100.00'	N 56°19'32" E
L37	10.00'	N 33°40'28" W
L38	67.72'	N 56°19'32" E
L39	10.00'	S 46°18'22" E
L40	100.48'	N 41°58'40" E
L41	10.00'	S 37°38'20" E
L42	10.00'	S 31°16'22" E
L43	1198.20'	S 07°32'39" E
L44	169.59'	N 86°58'31" E

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C2	137.43'	51.98'	151°28'27"
C3	150.73'	200.00'	43°10'49"
C6	59.56'	300.00'	11°22'32"
C7	230.16'	200.00'	65°56'05"
C8	144.80'	200.00'	41°28'53"
C9	176.35'	300.00'	33°40'50"
C10	73.23'	70.00'	59°56'11"
C11	159.84'	380.00'	24°06'01"
C12	288.85'	300.00'	55°09'58"
C13	209.66'	120.00'	100°06'27"
C14	248.03'	592.51'	23°59'05"
C15	118.07'	50.00'	135°17'41"
C16	92.96'	100.00'	53°15'46"
C17	116.31'	40.00'	166°36'04"
C18	64.07'	34.22'	107°16'20"
C19	128.89'	272.47'	27°06'07"
C20	37.94'	46.49'	46°45'35"
C21	45.93'	40.00'	65°47'32"
C22	66.33'	40.00'	95°00'23"
C23	135.45'	75.00'	103°28'37"
C24	101.27'	75.00'	77°22'04"
C25	96.31'	65.00'	84°53'37"
C26	159.52'	100.00'	91°23'46"
C27	146.60'	80.00'	104°59'34"

CURVE #	LENGTH	RADIUS	DELTA
C28	239.02'	328.99'	41°37'36"
C29	80.20'	100.00'	45°57'09"
C35	20.92'	940.00'	1°16'30"
C36	141.10'	640.00'	12°37'54"
C37	72.49'	400.00'	10°23'00"
C38	40.54'	410.00'	5°39'54"
C39	162.32'	420.00'	22°08'34"



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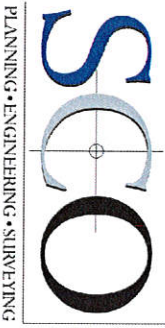
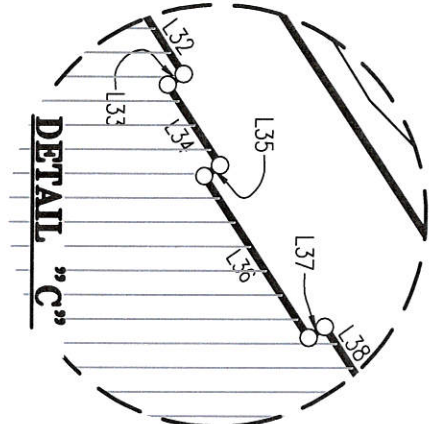
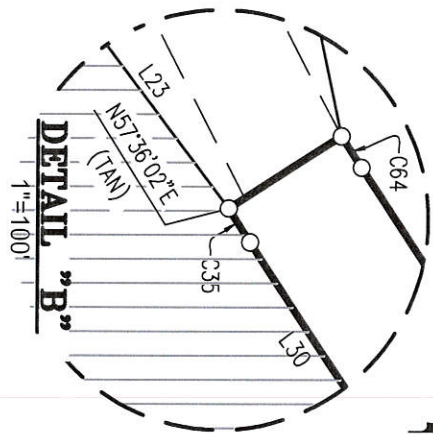
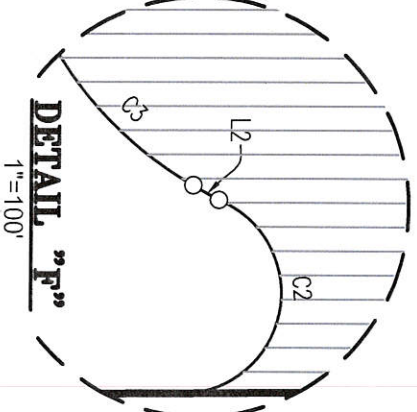
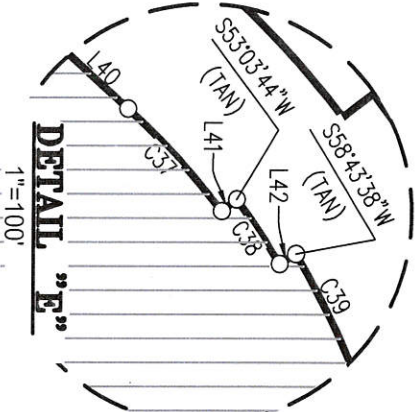
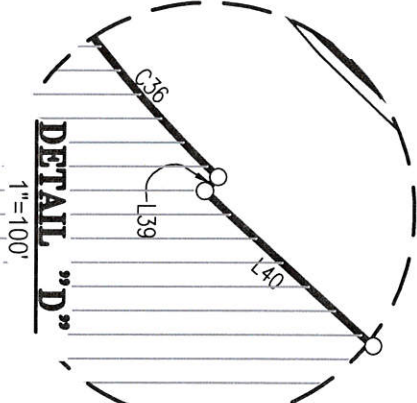
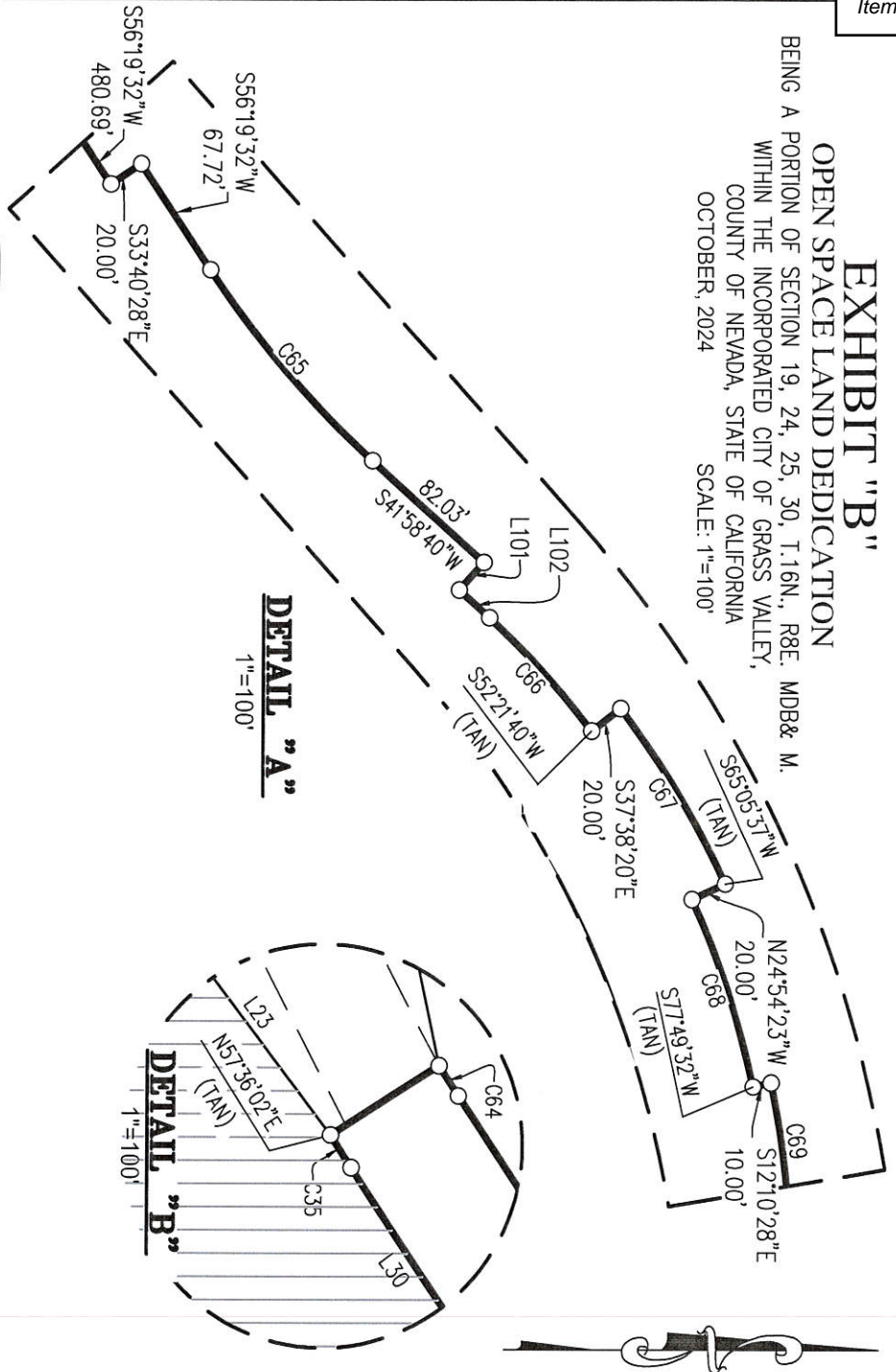


EXHIBIT "B"

OPEN SPACE LAND DEDICATION

BEING A PORTION OF SECTION 19, 24, 25, 30, T.16N., R8E. MDB& M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY,
COUNTY OF NEVADA, STATE OF CALIFORNIA
OCTOBER, 2024 SCALE: 1"=100'

LEGEND:
○ DIMENSION POINT



10-28-24 SHEET 6 OF 6



City of Grass Valley City Council Agenda Action Sheet

Title: Prefabricated Restrooms - Approve Purchase Agreements

CEQA: N/A - Not A Project

Recommendation: That Council 1) approve the purchase of three prefabricated restrooms from Public Restroom Company, 2) authorize the City Engineer to execute purchase agreements with Public Restroom Company in the amount not to exceed \$240,000 per installed turnkey structure, subject to legal review, and 3) authorize the Finance Director to execute the necessary budget transfer of Measure E funds to fully fund the purchases.

Prepared by: Bjorn P. Jones, PE, City Engineer

Council Meeting Date: December 10, 2024

Date Prepared: December 4, 2024

Agenda: Consent

Background Information: In September 2024, the City executed a Memorandum of Understanding with the Grass Valley Downtown Association (GVDA) to collaborate on the construction of new public restrooms at the South Church St municipal parking lot. Additionally, as approved in the 2024/25 Capital Improvement Project Budget, two of the outdated public restrooms at Condon Park are proposed to be replaced with modern, accessible, prefabricated units.

Staff has been working with Public Restroom Company (PRC) to finalize quotes for the purchase of three new prefabricated restroom units. In the past five years, PRC has provided the City with several other prefabricated units (restrooms, maintenance building and pool building) at other parks and all the buildings continue to function commendably. PRC is an approved Sourcewell supplier, a cooperative purchasing agency which conducts competitive solicitations on behalf of government agencies, allowing the City to contract with PRC without repeating the timely procurement process. Staff proposes to follow a similar approach to several of the prior PRC installs, whereby the City purchases the prefabricated units directly from PRC and then contracts separately for the grading, prep work and associated improvements.

Proposals for the three prefabricated units are attached to this report and represent the maximum price with all optional amenities included. Revised quotes are under evaluation for some locations where features such as hand dryers and hot water heaters may not be essential. Staff recommends that Council approve the purchase of three prefabricated restrooms from Public Restroom Company and authorize the City Engineer to execute

purchase agreements with Public Restroom Company in the amount not to exceed \$240,000 per installed turnkey structure.

Council Goals/Objectives: The purchase and installation of new restrooms executes portions of work tasks towards achieving/maintaining Strategic Plan Goal - Recreation & Parks.

Fiscal Impact: The purchase and installation of two park restrooms was fully funded in the FY 24/25 Capital Improvement Program Budget. The cost of a third restroom unit will be shared equally between the City and the GVDA and funded with the requested transfer of available Measure E funds.

Funds Available: Yes

Account #: 200-406-64140

Reviewed by: City Manager

Attachments: PRC Sourcewell Contract, Price Proposals (3 locations)



Solicitation Number: RFP 081721

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Public Restroom Company, 2587 Business Parkway, Minden, NV 89423 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Restroom and Shower Facility Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires October 15, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

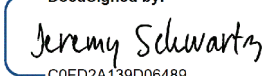
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

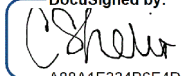
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Public Restroom Company

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/13/2021 | 1:42 PM CDT

DocuSigned by:

By: A88A1E334B6E4D3...
Katie Sherin
Title: Chief Operating Officer
Date: 10/14/2021 | 11:03 AM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 10/14/2021 | 1:03 PM CDT

RFP 081721 - Restroom and Shower Facility Solutions

Vendor Details

Company Name: Public Restroom Company
2587 Business Parkway
Address: Minden, NV 89423
Contact: Katie Sherin
Email: katie@publicrestroomcompany.com
Phone: 888-888-2060 120
Fax: 888-888-1448
HST#:

Submission Details

Created On: Wednesday July 21, 2021 19:23:31
Submitted On: Tuesday August 17, 2021 15:50:48
Submitted By: Kristyn Young
Email: kristyn@publicrestroomcompany.com
Transaction #: c147a115-3f11-4f3c-9c67-11633b6d6822
Submitter's IP Address: 47.44.252.218

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Public Restroom Company
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Proposer Physical Address:	2587 Business Parkway Minden, NV 89423
5	Proposer website address (or addresses):	www.publicrestroomcompany.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	N/A - Public Restroom Company submitting this proposal
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Katie Sherin, Chief Operating Officer, 2587 Business Parkway, Minden, NV 89423, katie@publicrestroomcompany.com, 888-888-2060 ext 120
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chad Kaufman, President, 2587 Business Parkway, Minden, NV 89423, chad@publicrestroomcompany.com, 888-888-2060 ext 109

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Public Restroom Company's founder, Chuck Kaufman, was a public restroom industry front-runner who pioneered the process of off-site constructed park and recreation prefabricated restrooms, concession stands, meeting rooms, offices, scorekeeper booths, and waterless restrooms (vaults) for urban and rural recreation sites. His vision was to deliver high-quality prefabricated buildings, specializing in restrooms, to communities that had minimal operating and capital budgets, but still wanted to have a good looking, easy to maintain building. This led him to create standardized floor plans with flexible exterior and roof finishes that could blend into local architecture and natural landscapes.	Item # 5.
		Today PRC remains a family-owned and managed company by a brother and sister team, Charles "Chad" E. Kaufman IV and Catherine "Katie" Kaufman-Sherin. After many years working under their late father and company founder, they took control of the business in 2019 and continue the PRC legacy today. Chuck was always looking to develop innovative ways to build better restrooms and he did exactly that. Over the years, Chuck and the PRC team introduced new design ideas aimed to help reduce vandalism, continually improved the quality of components installed in each building until they were the best in the market, and developed a proprietary concrete additive that makes our buildings' concrete floors and walls water resistant, non-staining, and odor-free. These are only a few of his progressive changes to the standard public restroom building that make our buildings truly stand out from the rest.	
		PRC's mission is to deliver turnkey buildings to our customer that require little maintenance, hold-up to vandalism, and having the final cost of the building below typical site-built construction. This strategy, along with high-quality and attention to detail, delivers a product unmatched in the industry today. Critical to PRC's business model is continuing investment in research and development to find new solutions. These include vandal-resistance technologies, maintenance-reduction and efficiency through technology, increasing public safety, and longevity with a 50-year useful life. When commercially available restroom components do not stand up to the abuse of our market, PRC invents and fabricates components that will (i.e. PRC Doors). Our first company value is "Quality," and we stay true to this through our craftsmanship, selection of high-quality components, and quality control through the entire manufacturing process. This gives us the ability to offer and stand behind the leading warranty in the industry of 20-years structural and 5-years parts/fixtures.	
		Public Restroom Company's mission statement is: to lead our industry as the premier designer, builder, and expert on restrooms and related buildings for parks and public spaces. We achieve this goal by fostering a culture of innovation and attention to detail that make our buildings safer and more reliable for the communities we serve. Our vision is to improve communities by providing the safest, most innovative, and highest quality prefabricated buildings for parks and public spaces.	
		Our company values are as follows:	
		1) Quality - We take pride in our effort to provide the highest quality in our products, workmanship, and design.	
		2) Innovation - We focus on innovation day-to-day in adapting new ideas to create the best solutions for our customers.	
		3) Partnership - We build strong, long-term relationships with employees, vendors, design architects, and customers to provide the best in class products.	
		4) Teamwork - We strive to develop respectful collaboration across all employees together to accomplish our common goals.	
		5) Integrity - We act ethically in all aspects of our business by "doing the right thing" for our employees and our customers.	
		(See Mission, Vision, Values attached in uploaded documents)	
10	What are your company's expectations in the event of an award?	In the event of an award, we look forward to providing both optimal service and delivering the highest quality, turnkey product to those businesses, cities, and municipalities that use Sourcewell primarily for procurement. We also would promote Sourcewell in a mutually beneficial manner, as we expect that this award will only bolster our reputation as one of the leader's in the prefabricated restroom category and give us access to new customers. So if we are awarded the contract, one expectation for ourselves is to promote Sourcewell by including Sourcewell's logo in our future scheduled advertising efforts (digital, print, etc.) including regional and national tradeshow. We also would dedicate a page on our website specifically to Sourcewell, so the purchasing process is clearly explained to customers and they can understand that our company and products have been vetted and selected by an outside governmental agency.	
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Since 2003, PRC has done \$197.5M in sales of prefabricated buildings and 78% of that total has been in the last ten years alone (\$155.7M). In 2021, PRC has YTD Sales of \$17.8M, which happens to be \$1.19M ahead of FY2020 annual sales of \$16.6M. Please see additional attachments for supporting documents for this question. We have included the following documents: 2020 Financial Report, PRC's Dun & Bradstreet report, a letter from our bonding company, and a letter of support from our bank.	
12	What is your US market share for the solutions that you are proposing?	To date, we have installed over 1,000 buildings under the Public Restroom Company brand since 2002. Public Restroom Company leads the US market for custom prefabricated restroom and park buildings. We currently have buildings in 31 states to date and add more markets each year. It is hard to determine exact market share, as it is unknown how many exact public restrooms are being sold each year and installed, but we would estimate that PRC owns at least ~15% of the current market size or more.	
13	What is your Canadian market share for the solutions that you are proposing?	At this time 0%. We have never sold or installed a building to a Canadian customer due to regulations around trucking/shipment size requirements. We are continually looking to figure out a solution for this so we can sell to Canada in the near future, as we've had multiple Canadian online inquiries in the past years demonstrating interest for our brand.	
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	

15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Public Restroom Company (PRC) is a manufacturer of prefabricated restrooms and related park buildings. Our company is best described as a design-build-installation firm.</p> <p>(a) We are NOT a distributor/dealer/reseller.</p> <p>(b) PRC employs are own in-house design staff, national sales force, and project management team that will serve as the main contacts for all Sourcewell's customers. We also have our fleet field vehicles and specially-trained installation staff to control the quality of end service during the delivery and installation process. If local union labor is required for installation under a Community Workforce Agreement (CWA), we will still send field staff to help oversee the process and also assist in advertising to local labor unions for the project installation.</p>	Item # 5.
16	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Licenses for modular construction are specific to the applicable states and their own requirements. Some states have plan-approval and inspection requirements, while others require local CBO's to certify the construction at a local level. Public Restroom Company (PRC) partners with a national third-party engineering firm, Radco, who under licenses from each State holding a modular program of plan review and inspection, provides each state modular building agency engineering certification of compliance with all applicable codes relate to the building.</p>	
17	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None.</p>	

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2021 Cintas America's Best Restroom Contest - Selected as a Top 10 Finalist for our Craycraft Restroom in Mission Viejo, CA. Winner to be announced after August 20th. In 2020, we received an Honorable Mention from Modular Building Institute's Awards of Distinction in the "Permanent Modular Assembly" category for our project, CSU Army Depot Park. This particular building was over 3,200 sq. ft that included restrooms, showers, storage, and a concession. This building was designed, managed, and sold by PRC and built in our third-party manufacturing facility, Blazer Industries, and was comprised of 8 modules—one of our largest projects to date. As a company, we were nominated and selected as a finalist for Northern Nevada's Best Places to Work Award for a medium-sized business and will find out if we won on August 27th.
19	What percentage of your sales are to the governmental sector in the past three years	In the last three years, 94% of our sales are to the government sector.
20	What percentage of your sales are to the education sector in the past three years	In the last three years, less than 1% of our sales are to the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Public Restroom Company currently holds a purchasing contract with the National BuyBoard Purchasing Cooperative. Total Sales Volume since 2014 is \$14,707,291.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None at this time, we are only pursuing the Sourcewell Contract for Restroom & Shower facilities.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Murrieta, CA	Lea Kolek	951-304-7275
City of Los Angeles, CA	Jimmy Newsom	818-756-9294
City of Richardson, TX	Bobby Kinser	972-744-4470
City of Jacksonville, FL	Daryl Joseph	904-630-3515
Williston Parks & Recreation District, ND	Darin Krueger	701-774-9773

Table 5: Top Five Government or Education Customers

Item # 5.

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Los Angeles	Government	California - CA	Designed and sold (13) prefabricated buildings that included restrooms, meeting rooms, office space, splash pad equipment room, and storage. At this time (12) have been installed with (1) new contract in 2021 for future install (\$416,370).	\$451,092 \$141,313 \$140,883 \$154,969 \$134,663 \$134,663 \$121,822 \$255,191 \$244,421 \$172,417 \$259,584 \$416,690 \$416,370	\$3,044,078
Clark County	Government	Nevada - NV	Designed and sold (10) prefabricated buildings, including restrooms, storage and office. At this time, 9 have been installed with (1) new contract in 2021 for future install (\$194,848).	\$200,802 \$148,364 \$148,364 \$168,296 \$148,364 \$194,848 \$295,450 \$279,517 \$291,146 \$412,260	\$2,287,411
City of Sacramento	Government	California - CA	Designed and sold (7) prefabricated buildings, including restrooms, storage and office. At this time, 5 have been installed with (2) new contracts in 2021 for future install (Total \$412,914).	\$112,585 \$144,970 \$141,406 \$157,877 \$229,752 \$492,702 \$255,037	\$1,534,329
Valley-Wide Recreation & Park District / San Jacinto, CA	Government	California - CA	Designed and sold (6) prefabricated buildings, including restrooms, storage and office. At this time, (3) have been installed with (3) new contracts in 2021 for future install (Total \$867,538).	\$374,977 \$203,425 \$227,031 \$265,530 \$402,335 \$297,218	\$1,770,516
City of Garland	Government	Texas - TX	Designed and sold (6) prefabricated buildings, including restrooms, concession buildings, and storage. At this time, (1) building has been installed with (5) new contracts in 2021 for future install (Total \$2,907,788).	\$493,100 \$161,472 \$585,188 \$934,367 \$323,168 \$733,661	\$3,230,956

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Public Restroom Company has four (4) full-time direct sales people with designated geographical territories and behind this sales team is a five (5) person support staff for administrative services and project management. We look to expand our sales depth with outside rep agencies with the future launch of our semi-custom or baseMOD product lines which are currently in development.
26	Dealer network or other distribution methods.	Any outside sales rep agencies will be paid a finders fee (%) for any new projects and/or new customers brought to PRC.
27	Service force.	Public Restroom Company has three (3) dedicated installation and warranty field teams. Each are comprised of at least (2) people with company vehicles, specialty tools, and extensive knowledge in plumbing and general construction. These teams are strategically located at the following locations: our headquarters in Minden, NV, Southern California, and in Central Texas. These professional OSHA-certified, specially-trained, staff members will travel across the nation to install and service any warranties for our customers.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process is handled 100% by Public Restroom Company, at this time we do not have any outside distributors or dealers due to the custom nature of our product and it gives us the ability to control the quality and level of service to customers. After we received an initial inquiry from a customer, the Salesperson assigned to that state/territory will follow-up with a call and email to the potential customer to answer any questions. If the customer chooses to move forward, PRC will provide design renderings based upon initial discussions and a factory quote with added costs of any upgrades and modifications from the base model price. If accepted, PRC will then provide our proposal contract to be signed by the customer and this will include all terms & conditions, as well as outline all steps of the building process to the final point of delivery. After the contract is signed, Customer and PRC Salesperson and/or Project Manager will finalize all color selections and finishes and then these drawings will be sent to engineering for state approval to move forward.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Public Restroom Company prides itself in having excellent customer service. We take care of our clients by responding to any questions or issues within 24 hours. Our clients are assisted by phone/video to help troubleshoot. If the issue requires on-site assistance, we will send our field representatives to the job site to troubleshoot the problem and repair/replace as needed. In the next few months, we will be publishing "How To" videos privately on our PRC YouTube Channel so maintenance tips (ex. winterizing the building) and troubleshooting any restroom fixtures can easily be shared with the customer as requested.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Public Restroom Company currently provides prefabricated restrooms, showers, and other park buildings to customers nationwide. We are more than willing to provide our full line of products and installation within the United States and look forward to doing so.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing to look into delivering products to Canada, but at this time haven't sold or delivered any buildings to date.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Kentucky is the only state that we will not be serving due to labor codes that require Kentucky plumbers and electricians in our factory during production, which does not work with our current business model due to our NV location.
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All sectors will be serviced by Public Restroom Company (PRC) with the exception of Kentucky, as explained above.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Our installation and transportation covenants would be affected by awards to Alaska and Hawaii, but to date, we have not accepted an order for work in either of these two states. However, our concept for a project can be accomplished if a client requests it, but we would more than likely have to ship the building via ocean freight and have our trained installation staff complete the installation process.

Table 7: Marketing Plan

Item # 5.

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>If awarded, Public Restroom Company will promote Sourcewell through a variety of methods.</p> <p>a. PRC typically attends ~20+ trade shows annually and would proudly promote the Sourcewell procurement option at our booths, through inclusion of a custom co-branded handout inset into our catalog of products and via word of mouth</p> <p>b. Addition of Sourcewell Page under "About Us" / "Procurement" Section on our website with clear directions and link to Sourcewell website</p> <p>c. Email blasts via MailChimp to our extensive client contact database, this would also happen initially if awarded the contract and quarterly as a reminder</p> <p>d. Facebook posts to announce award</p> <p>e. Co-branded marketing materials for Sales Team to send out to customers with catalogs (see example of BuyBoard)</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>In May 2020, we added to our marketing team a Director of Marketing & Planning and under this person is (2) additional support roles with the goal of becoming more strategic and improving our overall marketing efforts. In December 2020, we hired a third-party digital marketing and website firm, Delegator, to help us improve the SEO of our new website that was launched in the Fall 2020 and also reinstate paid search advertisements through Google Ads, Bing Ads, and most recently LinkedIn Ads. Our paid search ads only started in April 2021 and since that time, we've had over 40K impressions with a current 10.5% click-thru rate, which is far beyond the typical average of 2% CTR for most paid search advertisements. We've also implemented a service called, Call Rail, that tracks which calls are coming from our paid advertisements and from this we've seen a total of 65 calls in about 4 months total.</p> <p>We also utilize a website, Lead Forensics, that monitors traffic to our website and collects data on each visitor. From this, we are able to determine where visitors are coming from geographically speaking, most common search terms, and which companies/industries specifically these visitors are associated with. Since last August, we've seen 2,847 unique visits to our site with 85% of those visitors coming to our site organically (without any paid advertising) from either Google or Bing which shows we have a strong brand presence. To reach out to the remaining 15%, we have enhanced our digital strategy to have pay-per-click ads on Google, Bing, and LinkedIn as well as several digital placements in national Parks & Recreation related outlets (i.e. Recreation Management, Parks & Rec Business) in addition to regional outlets (i.e. California Parks & Recreation Society (CPRS), Florida Recreation & Park Association (FRPA)). Our reasoning for focusing on Parks & Recreation publications comes from our digital data that tells us 46% of all site visits are either part of Government agencies or Recreation & Facilities Services, which is also in line with our customer data. We feel the most productive ways to reach our current audience and grow is through the following activities:</p> <ul style="list-style-type: none"> - Writing articles and sponsored content in industry trade magazines (see examples in attachments) - Creation of new blog content for website to improve SEO - Web advertisements (rotating GIF images) on national/regional Parks & Rec websites - Paid Search Advertisements on Google, Bing, and LinkedIn - Posts on PRC Facebook page for all new installations & company updates - Print Advertisements in national & regional Park & Rec magazines - Email Blast via MailChimp prior to trade shows and regionally with featured projects - Web Advertisements on weekly E-Newsletters with TX ASLA (Texas America Society of Landscape Architects) and CPRS <p>Above is our current marketing efforts, in addition to trade shows, but we plan on expanding even further this next year with the following activities:</p> <ul style="list-style-type: none"> - Lunch & Learn Seminars -OR- Virtual Coffee Dates with our Sales Team - Webinars posted to our website <p>We also have plans to expand beyond just Parks & Recreation industry publications and place advertisements with new publications that are focused on City/Urban Planning and Architecture, such as Next City. We plan on coordinating this placement with new product launches, such as our "smart restroom" tracking package.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>From our perspective, we would love to see Sourcewell clearly display Public Restroom Company as a prefabricated restroom, shower, and related park buildings vendor when a prospective customer is searching the Sourcewell website. In our sales process, Sourcewell will be mentioned on every initial project call/inquiry as a purchase method recommendation.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>While the sales process often starts with our website, we do not currently offer online ordering due to the client/site-specificity of our products. When a customer visits our website and fills out a project questionnaire, their contact information and project data is automatically input into our Salesforce CRM and distributed to the appropriate PRC regional salesperson for follow-up. The actual process of ordering a building is finalized over the phone confirming details with our sales staff, since they act more like consultants guiding the client through the process. We feel this is a more effective sales process, as online ordering could result in mistakes and overlooked building details necessary for a successful build and installation. The only online ordering available is currently through BuyBoard and it is just an initial PO for a certain building model. Once that PO is received by our team, a follow-up phone call always takes place prior to finalizing the order to ensure no items are overlooked to ensure the highest level of customer satisfaction.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We do not charge for any applicable training services. At the time of building installation, our field installation crew meets with the owner, maintenance staff, and other individuals to perform a final walkthrough of the operating parameters and troubleshooting that may be helpful in our client's operation of the building. A building manual with all manufacturer cut sheets for each item of equipment is included in the utility chase for the owner team to easily refer to when and if issues are present.
40	Describe any technological advances that your proposed products or services offer.	<p>Public Restroom Company is continually making technological advances to our product and our current focus is incorporating "smart technology" into our future builds and retrofitting past PRC buildings and buildings from other restroom manufacturers.</p> <p>We are planning to launch at the end of 2021 a "smart restroom" package that will involve sensors to track number of people using a facility, monitoring of plumbing, and tracking any consumables within the restroom. These sensors will provide real time data to an online dashboard so the customer can efficiently manage one or multiple locations and have the ability to develop metrics for restrooms as it relates to peak usage. Our current developer and partner has designed and employed systems at large scale airports around the country and has proven success in the data monitoring industry.</p> <p>A second technology advancement that we are still working on is a "sanitation" package, where there is automatic disinfecting system built into the building that deploys when no one is inside. This is sanitizing mist, but we've had issues with the spray nozzle dripping if the wrong type of water is used.</p>
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Public Restroom Company offers the following "green" initiatives to reduce overall energy consumption and eliminate excess waste:</p> <ul style="list-style-type: none"> a. LED light fixtures throughout entire building (exterior, interior, and utility chase to reduce energy consumption, operating costs, and building's carbon footprint) b. Dyson Airblade Hand Dryers (Eliminates paper products needed for hand drying & energy efficient product) c. Photocells to control all Exterior Lights (Reduces cost of manually turning on lights daily, automatically operates based on ambient light). d. Stiebel Eltron DHC-E Tankless Water Heaters (Reduces energy costs by not heating water in a tank continuously) e. Solar Lighting Package (Reduces ongoing energy costs & carbon footprint of building) f. Restroom Partition Doors (Made from recycled material) g. Stainless steel vent screens (Eliminated the need for mechanical fans due to natural/passive air flow at gable ends of building.)
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None at this time.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None at this time, but Public Restroom Company (PRC) is 50% owned by a woman, Catherine Sherin.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>PRC is a design, build, and installation firm of prefabricated restrooms and other park buildings for over 40 years. The founder of PRC was a public restroom industry front-runner and was always looking to develop innovative ways to improve quality and vandal resistance, while at the same time building the best looking restroom that was easy to clean and maintain. At PRC, we pride ourselves on value and building trust with our customers through delivering the highest quality, aesthetically pleasing building for a fair price. It is our years of experience in this industry that allows us to see our customer's problems and fix them before they are an issue and guide them through the entire process. Our extensive design library offers Sourcewell's participating entities a variety of ideas and options, giving them the ability to see actual examples and customize their building just how they envision it instead of having to settle for a basic building with limited finishes and options. Our modular construction approach allows customers to expand beyond just a restroom building by adding-on items like storage, showers, concessions, office space, etc. This can ultimately provide cost savings to the customer by only having to construct one building instead of multiple buildings. What really sets us apart from similar businesses is our turnkey process. We don't stop with just design and manufacturing, we then deliver the building to the site ready-to-go and install it with our team of experts which eliminates the need for hiring outside contractors and skilled labor. We strive to make our customers happy from the beginning to end, which means delivering and installing the building to our high standards and eliminating that additional cost of having someone else install it. By handling the installation process, we can be confident in the integrity of the building being installed instead of relying on an outside contractor installing a restroom for the first time and possibly making mistakes.</p>

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Yes, with a five (5) year component/fixture and twenty (20) years structural warranty for the building. Our components and fixture warranty exceeds most in this niche industry by 4 years, most only offer a one (1) year warranty.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	PRC's warranty only cover incidents from manufacturer defects and/or design oversight.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	None.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, we handle these claims with our field warranty teams.
50	What are your proposed exchange and return programs and policies?	Full replacement with return.
51	Describe any service contract options for the items included in your proposal.	None.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	In regards to Service Standards, we make sure that we respond to any online inquiry or call within a 24-48 hour window if received during normal business hours. Inquiries from the weekend would be addressed the following Monday. If the assigned salesperson is out of the office, we will have another sales rep or company representative respond to the customer before that time window expires. For initial design services, we typically are able to turnaround a customer's design request in 2 weeks or less, unless we are experiencing a high volume of new business and we would notify the customer of any delays should that situation arise. The initial design request encompasses 3D renderings and floor plans drawings for the customer with any finishes, colors, or special fixtures/components that have been specified.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Policy: Respond to new customer within 24-48 hours of initial inquiry Policy: Deliver 3D renderings and initial floor plan drawings within 2 weeks of initial request. Policy: Projects are turn-key by one responsible party, design-fabrication-installation.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Payment terms are Net 30. PRC's accepted form of payment is either: check or ACH wire transfers.
55	Describe any leasing or financing options available for use by educational or governmental entities.	None at this time.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our standard transaction documents will start with our catalog of buildings so the customer can determine which building and add-ons best suits their project size and needs. Once they know which building they would like to move forward with, our Sales Rep will walk them through our document "PRC Summary Spec Sheet" which the PRC Sales Rep will fill-out based upon the customer's selections. Once we have that document in hand, we can provide a final price for customizations and upgrades and this will be listed in the "Proposal" document. The "Proposal" documents is our standard contract between PRC and each customer, this document will include pricing information and each step of the process explained in detail, in addition to our Terms & Conditions, Warranty Offered, and instructions/requirements for the General Contractor to perform site preparation. All blank template documents will be attached to this bid.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Not at this time.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing structure is based on each model number and our discount offered to Sourcewell participating entities is 5% off MSRP (base price). The pricing sheet attached to our catalog shows base price for each model listed within it. Please see the attached PRC Product catalog, PDF of floor plans, and corresponding price sheet with the discounted price listed in the far right column.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell participating entities will receive 5% of MSRP (base price).
60	Describe any quantity or volume discounts or rebate programs that you offer.	We will offer the following rebate to Sourcewell participating entities for any order placed within the four (4) year contract period: Orders \$500,000 – \$999,9999 a 1% rebate Orders between \$1M - \$1.5M a 2% rebate Orders over \$1.5M+ a 3% rebate
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	PRC will pass along the true cost of any outside "sourced" services or products needed to complete the installation and add this to the final price of the delivered building. This number varies based upon the crane and freight transportation companies utilized, but PRC has developed a list of preferred vendors that off the most competitive pricing with high quality service.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The base prices listed do not include the installation expenses related to the crane, freight, and any other applicable taxes.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Our delivery and installation program is custom for each project dependent on location and final size of delivered building modules. All freight and crane installation costs will be determined upon the completion of the building and will vary due to factors such as distance to the final installation location from the factory, in addition to special circumstances. For example, if the building is larger than a our standard building, it may require pilot cars during transport which can increase the cost of delivery to site. Typically, we keep that in mind with our models but customizations and larger modular builds can incur this expense and it should be noted.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We cannot provide this information at this time, as we have not completed a project in Alaska, Hawaii, Canada, or any offshore location.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Item # 5.

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	PRC uses internal pricing cost worksheets which are audited after each project is installed. Our accounting department audits each project based on method of purchase which is verified both by contact and our CRM Salesforce. The quarterly reports to Sourcewell will be generated through the Salesforce CRM.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As stated in the Sourcewell pre-bid webinar, it is estimated that this award could be around \$20M annually for restrooms and showers. If this contract is awarded to 2-3 vendors, we feel that we could capitalize on at least 15% of this estimate for annual sales, which would equate to \$3M in sales or around ~12 buildings sold dependent on average building price. So selling at least 12 buildings via Sourcewell would be a benchmark of success for our first year, so we would aim to sell (3) buildings per quarter or more. After that, we would expect sales to hopefully grow by about 5% each year would equate to an additional \$1M each year. So by Year 2, we would aim for \$4M in sales minimum and so forth.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Our proposed administrative fee to Sourcewell is 2% of the final contract amount.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Public Restroom Company is a design, build, and installation firm for prefabricated restrooms and related park buildings. While PRC started as a restroom company, we have evolved into much more and focus on a larger offering of modular buildings. Other park related buildings include but are not limited to: Showers, Storage, Offices, Multi-Purpose Rooms, Laundry, Concessions, Trash Enclosures, Ticket Booths, Transit Stations, Scorekeeper Booths, Locker Rooms and Lifeguard Stations. Since PRC utilizes a modular construction process, the customer can design a building that meets all their needs by combining different floor plans. For example, a shower building is commonly combined together with a restroom floor plan to meet both needs. While our catalog displays the base floor plan and pricing, the final buildings we deliver to our customers are commonly modified and upgraded with different exterior finishes, roof styles and materials, and added extras such as a covered entry or alcove with a drinking fountain and bottle filler. All of our options can be viewed on our website www.publicrestroomcompany.com under "Options."
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For our restroom product line, we have five (5) different subcategories (series) based upon size, listed starting with smallest to largest floor plans: Waterless Vault Series, Playground Series, Sports Park Series, Stadium Series, and the Family Series. Our Waterless Vault series are restrooms that are self-contained and not hooked up to plumbing. Vaults are restrooms you would find in more remote, undeveloped locations where access to utilities is not possible. The rest of the restroom series listed above are all plumbed restrooms that are hooked up to utilities. For our Specialty Buildings category, these are more custom designed floor plans and we have a large variety of buildings that fall under this category, such as: Kiosks, Ticket Booths, Trash Enclosures, Transit Stations, Tennis/Golf Pro Shops, Laundry Rooms, Fish Cleaning Stations, Offices, and Scorekeeper Booths. In addition to buildings, we are planning to launch at the end of 2021 a "smart restroom" package that will involve sensors to track number of people using a facility, monitoring of plumbing, and tracking any consumables within the restroom. These sensors will provide real time data to an online dashboard so the customer can efficiently manage one or multiple locations and have the ability to develop metrics for restrooms as it relates to peak usage.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Flush, waterless (vault), or compostable toilets and restrooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, we do offer three (3) models and they can be seen on our website: V-010, V-020, and V-220 (listed by size). We do not include our Waterless Toilets (Vaults) in our primary catalog as this has become a very small portion of our business and is something we do not promote as much, because our strength lies in creating plumbed restrooms that feature custom exteriors and expanded with add-ons such as: showers, concessions, storage, etc.
73	Showers and changing rooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, we offer prefabricated shower buildings that include changing rooms in the standard floor plans. We offer flexibility in the layout and allow our customers to choose multiple shower stalls to accommodate increased usage or individual, locking units as shown in our standard floor plans. Typically, if a shower is requested, it is often paired with a restroom building as well. In addition to interior showers (more traditional placement), we have also built several buildings with exterior showers located in beach settings and warmer climates. We also have incorporated outside washing stations for pets in park locations.
74	Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities	<input checked="" type="radio"/> Yes <input type="radio"/> No	We can build both restrooms and showers as standalone buildings, but more commonly they are combined together as a restroom/shower combination building. A common addition we have seen with our shower buildings is locker rooms and changing rooms, which we can do on a small or large scale. One of our larger, more recent projects located in Grass Valley, CA at Memorial Park Pool included: Restrooms (6), Showers (12), Locker Area for both Men and Women, Office, Lobby and Multi-Purpose Room (see attached PDF for drawings and floor plan).
75	Equipment, products, accessories, and supplies related to the solutions in lines 72 - 74 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	PRC offers all necessary equipment and fixtures needed to outfit a restroom and shower building. Please check our website for full details our offering under "Options" as it is lengthy. We are not in the business of selling restroom supplies such as: toilet paper, hand soap, paper towels, or hand sanitizer. We do outfit all our building with fixtures for these supplies, but do not sell these supplies separately. We will sell replacement fixtures when needed, but typically do not have many replacement orders due to the vandal resistant nature of our penal grade, stainless steel products.
76	Related services - design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Everything list in the "Related Services" question is exactly what PRC does, with the exception of site preparation. We will provide the approved site plans and drawings to the customer, but they will be responsible for hiring a local, outside contractor to complete the site prep prior to delivery of the building. After initial contact with the customer, our first step is the design-build services. Once we finalize design plans, we get state approved drawings and once those are in hand, we build the building in one of our manufacturing facilities. We feel customization is one of PRC's strongest selling points and differentiating factors in comparison to others in this niche, prefab restroom industry. We give the customer the ability to choose the appropriate level of vandal resistant construction and fire compliancy, exterior/interior/roof finishes, color choices, and any building modifications/additions (i.e. drinking fountains, covered entry, trellis, moving utility access door, gates vs doors, etc.). Once the building is completed, we get it ready to ship in the factory by shrink wrapping the building prior to transportation. Once the building has arrived by truck at the site, the crane and our specialized field installation teams will complete the finishing installation touches and the building will be hooked up to plumbing and ready to go in just a few days. Our field teams also handle any maintenance/repair/warranty issues upon request.

Table 15: Industry Specific Questions

Line Item	Question	Response *
77	Describe the installation process for your products and identify how installation is managed in the order process, if applicable.	Upon receiving approval from the state in which the building is located (this will vary by state), we can then put the building on the factory schedule and the assigned project manager for the project will then be able to discuss with the customer a feasible date for completion and the customer's expected date for installation. Prior to that the dates are mostly estimates until the building is in actual production and state approved plans are received. Once PRC has state approved plans, we will provide these plans to the customer so they can begin the site preparation for the building well in advance of delivery. In the event the building is completed ahead of the client's requested date, it will be shrink wrapped and stored at our facility until the customer is ready for delivery. Upon completion at the factory, the cost for installation and delivery will be added to the final contract price which includes freight and the crane operator. Once the building is ready to be delivered, the PRC field installation team will arrive to the site a day (or two if needed) before delivery to prep the groundwork and plumbing for final connections to the building. Typically on Day 2 or 3, the building arrives to the site by truck and the building will be lifted off the truck with a crane and guided into place with our PRC field installation team. Once the building is set, the field installation team will complete connections to the plumbing underneath and complete any other finishing touches prior to handing over the keys to the building. The installation process of a single or two-module building is typically completed within 3 days, but larger scale buildings with multiple modules can take up to a week for installation. Once the building is set and installed, it is ready for use.
78	Describe applicable vandalism resistance or vandalism abatement measures or attributes incorporated in the design or manufacture of your products.	To start with, we offer the customer a choice of three (3) different levels of internal framing construction that is dependent on the building's need for fire resistance and safety: LVR (Low Vandal Resistant), MVR (Medium Vandal Resistant), and HVR (High Vandal Resistant). Steel or Wood is the difference is in internal framing material choice with steel having the highest fire safety rating and clearly the most vandal resistant option. HVR is constructed of steel internal framing, but MVR has two options of Wood or Steel for the client to choose from. For all Interior Fixtures, Stainless Steel is the premier choice when it comes to vandal resistance, because it is thicker and heavier, and stainless steel is PRC's standard fixtures that are included with each restroom. Public Restroom Company's stainless steel fixtures are prison (penal) grade, 316 type, 14 gauge (thickness) which is superior to most all other competitor's products and weighs 46% more than the equivalent stock door. Some additional benefits of stainless steel are: it does not fade, highly durable, easy to clean, and proven to be extremely hygienic, and will not dent or rust. For locations that are concerned with vandalism, PRC also offers soap dispenser and Fastaire Wall-Thru Hand Dryer with all the components housed within the locked, utility room versus exposed in the restroom itself. For our standards in multi-occupant restrooms, we do CMU Block Partitions with solid color reinforced composition doors as these are the most resilient to vandalism in comparison to other setups. We feel another competitive advantage we have is our Doors, as we custom fabricate 14 gauge prison-grade stainless steel doors with built-in ribs to help prevent denting. We also add vertical ribs at 6" on center, welded to the face of the door to further resist impact. We make our own doors instead of purchase traditional, mass-produced metal doors because we know this item is commonly high-maintenance for park managers due to dents, rust, and graffiti if not overbuilt and in making our own, we are able to ensure quality control. Since doors are the main access point for break-ins, over the years we have upgraded our standard hinges, door handles, and locking systems to be among the best. We utilize a continuous hinge for the entire length of the door, our doors handle covers the seam where the lock is so you cannot pry it open, and our Automatic Locking Systems are concealed in the door frame (jam) so they cannot be tampered with and are out of sight. As an upgrade, we can also add steel kick plates to the doors to prevent someone from damaging the door while attempting to kick it. For the exterior of the building, if the customer chooses to go with a CMU Block exterior wall which is very common, an anti-graffiti coating can be applied over the paint or block which helps in the removal of graffiti from the walls.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 79. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing_Catalog and Price List_Sourcewell 2021.pdf - Monday August 16, 2021 19:34:45
- [Financial Strength and Stability](#) - PRC Financial Supporting Docs_2021.pdf - Monday August 16, 2021 18:28:19
- [Marketing Plan/Samples](#) - PRC Marketing Attachment 2021.pdf - Tuesday August 17, 2021 15:47:49
- [WMBE/MBE/SBE or Related Certificates](#) - Certificates.pdf - Monday August 16, 2021 18:31:58
- [Warranty Information](#) - Warranty.pdf - Monday August 16, 2021 18:27:43
- [Standard Transaction Document Samples](#) - Proposal_Sourcewell Blank Template.pdf - Monday August 16, 2021 18:29:36
- [Upload Additional Document](#) - 2021_Additional Documentation and Gallery.pdf - Tuesday August 17, 2021 12:38:43

Addenda, Terms and Conditions

Item # 5.

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Katie Sherin, Chief Operating Officer (COO), Public Restroom Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Item # 5.
Addendum_1_Restroom_and_Shower_Facilities_RFP_081721 Thu August 5 2021 02:29 PM	<input checked="" type="checkbox"/>	2

Price Proposal: South Church Municipal Parking Lot - Grass Valley, CA
Date: November 26, 2024
Reference: 11945
Sourcwell: Contract # 081721-PRM

Our Offer to Sell:

1. Restroom Building delivered to site @ \$ 208,125

Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Installation: Turnkey Installation of the Building above @ \$ 31,133 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. The Owner/Contractor is responsible for making all **final plumbing connections** at the 6' POC locations.
- b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
- c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

4. Total Cost of building and installation @ \$ 239,258

South Church Municipal Parking Lot - Grass Valley, CA | 11/26/2024 | Reference # 11945
2587 Business Parkway | Minden, NV 89423 | www.PublicRestroomCompany.com | p: 888-888-2060 | f: 888-888-1448

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.
4. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building’s fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the 6’ POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6’ POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:

Site Inspection:

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection “inside” the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6’ from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6’ from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6’ from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals; including final construction documents and structural calculations from all authorities required to approve them.

Exclusions/Exceptions:

- 1. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4” of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.**

2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
3. Sidewalks outside the building footprint.
4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
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12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.
14. Any Fire Suppression Systems by others, not by PRC.
15. Any future transformers, related shut offs, and disconnects for electrical is by others, not by PRC.
16. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

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PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY:

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5 year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 90 days or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination:

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by



Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

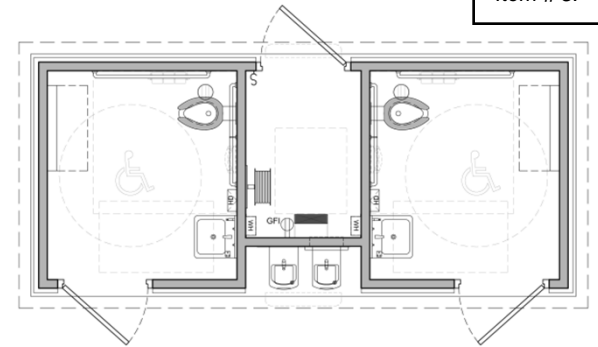
Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN

SCALE: NOT TO SCALE



SOUTH CHURCH MUNICIPAL PARKING LOT

GRASS VALLEY, CALIFORNIA

RESTROOM BUILDING

ARTIST IMPRESSION: 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE



COPYRIGHT 2021, PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.

www.PublicRestroomCompany.com
 2587 BUSINESS PARKWAY
 MINDEN NEVADA
 P: 888-888-2060

Price Proposal: Condon Disc Golf Park - City of Grass Valley, CA
Date: November 26, 2024
Reference: 12092
Sourcwell: Contract # 081721-PRM

Our Offer to Sell:

1. Restroom Building delivered to site @ \$ 208,125

Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Installation: Turnkey Installation of the Building above @ \$ 31,133 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. The Owner/Contractor is responsible for making all **final plumbing connections** at the 6' POC locations.
- b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
- c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

4. Total Cost of building and installation @ \$ 239,258

Condon Disc Golf Park - City of Grass Valley, CA | 11/26/2024 | Reference # 12092
2587 Business Parkway | Minden, NV 89423 | www.PublicRestroomCompany.com | p: 888-888-2060 | f: 888-888-1448

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.
4. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building’s fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the 6’ POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6’ POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:

Site Inspection:

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

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Offered by: Public Restroom Company by



Charles E. Kaufman IV, President

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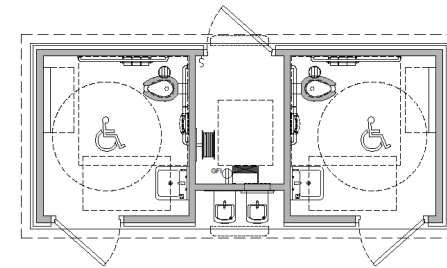
Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN

SCALE: NOT TO SCALE

RESTROOM BUILDING
GRASS VALLEY, CALIFORNIA

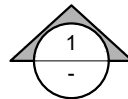
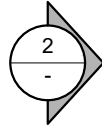
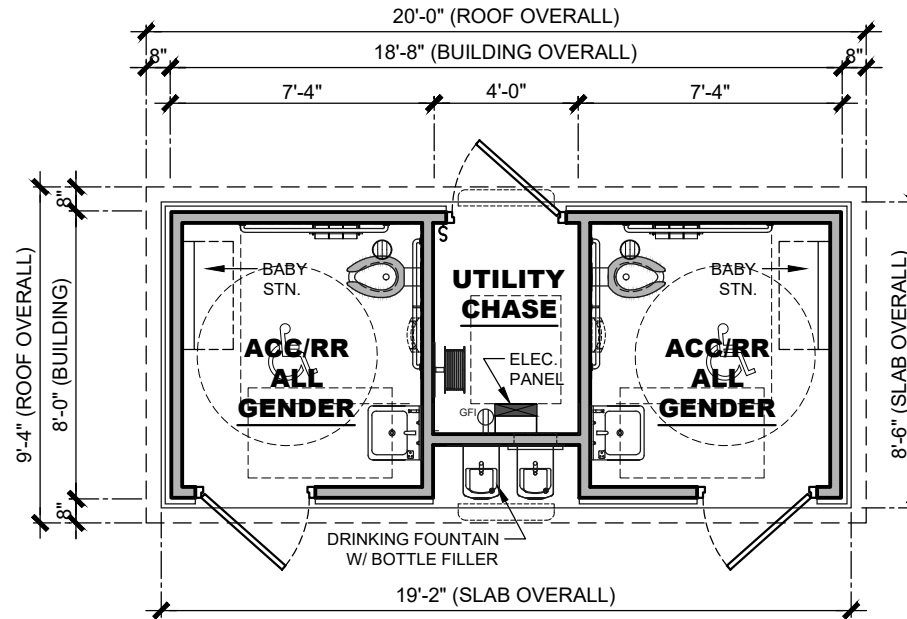
CONDON DISC GOLF PARK



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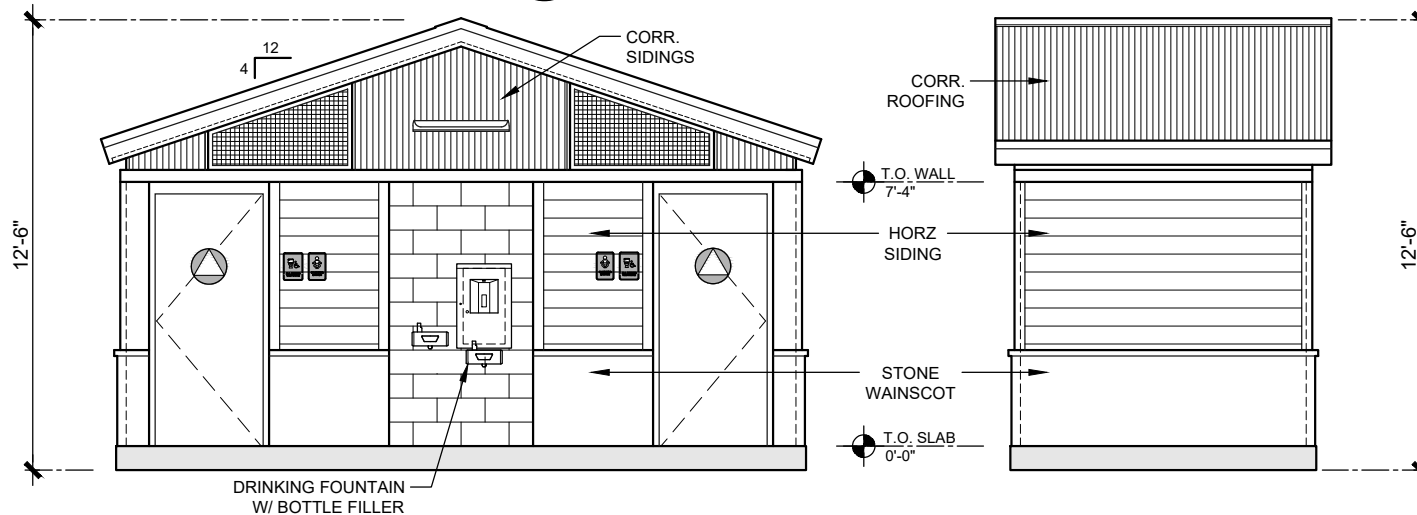
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www.PublicRestroomCompany.com
2587 BUSINESS CENTER DRIVE
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448



FLOOR PLAN

SCALE: 3/16"=1'-0"



ELEVATION 1

SCALE: 3/16"=1'-0"

ELEVATION 2

SCALE: 3/16"=1'-0"



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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**CONDON DISC GOLF PARK
GRASS VALLEY, CA**

REVISION #

-

REVISION DATE:

DRAWN BY:

SHEET#

PROJECT #:
12092

START DATE: 10/14/20224

DRAWN BY: EOR

MAX. P.
9

Page 104

Price Proposal: Condon Park 2 - Grass Valley, CA
Date: November 26, 2024
Reference: 11944
Sourcwell: Contract # 081721-PRM

Our Offer to Sell:

1. Restroom Building delivered to site @ \$ 208,125

Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Installation: Turnkey Installation of the Building above @ \$ 31,133 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. The Owner/Contractor is responsible for making all **final plumbing connections** at the 6' POC locations.
- b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
- c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

4. Total Cost of building and installation @ \$ 239,258

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.
4. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building’s fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the 6’ POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6’ POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:

Site Inspection:

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection “inside” the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6’ from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6’ from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6’ from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals; including final construction documents and structural calculations from all authorities required to approve them.

Exclusions/Exceptions:

- 1. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4” of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.**

2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
3. Sidewalks outside the building footprint.
4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.
14. Any Fire Suppression Systems by others, not by PRC.
15. Any future transformers, related shut offs, and disconnects for electrical is by others, not by PRC.
16. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY:

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5 year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 90 days or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination:

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by



Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

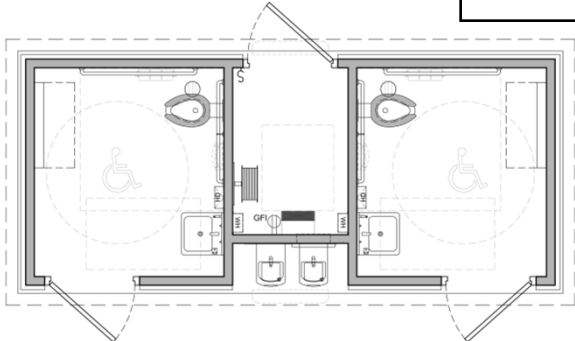
Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN

SCALE: NOT TO SCALE



CONDON PARK 2

GRASS VALLEY, CALIFORNIA

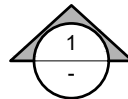
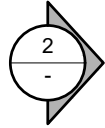
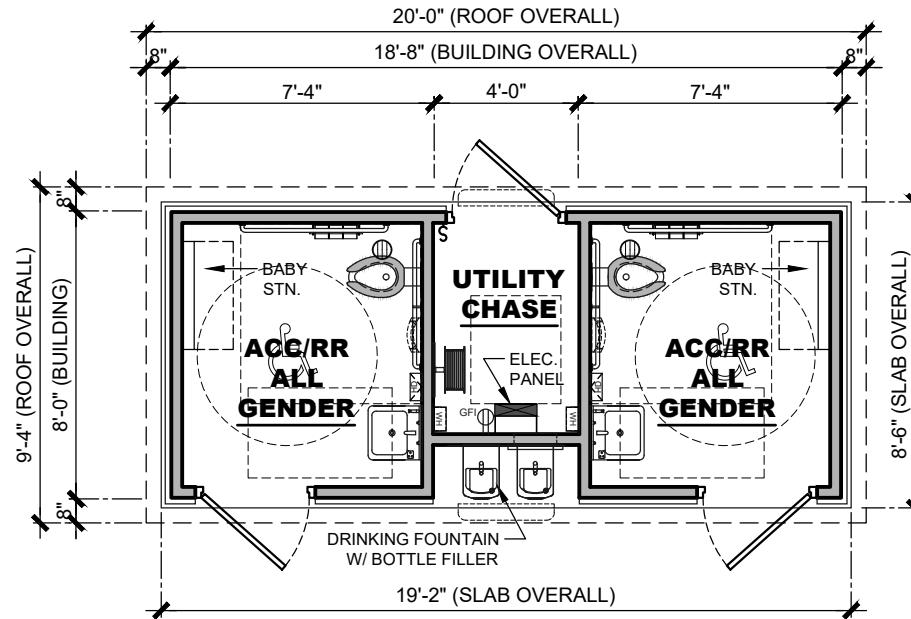
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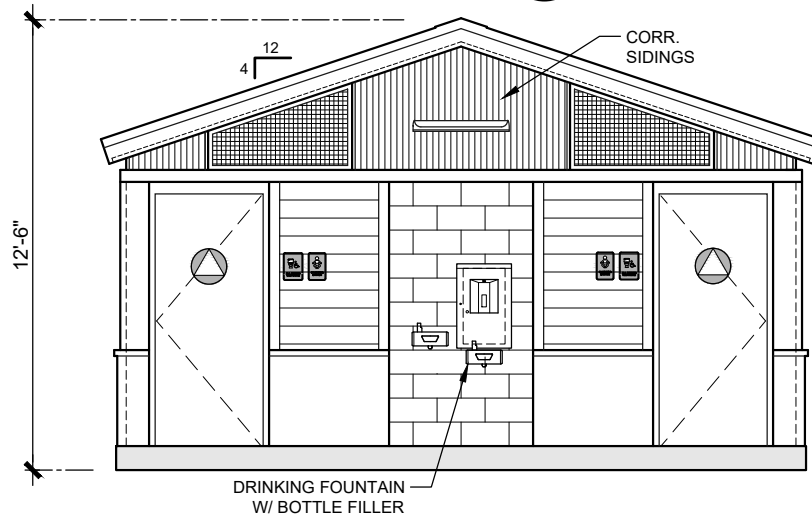


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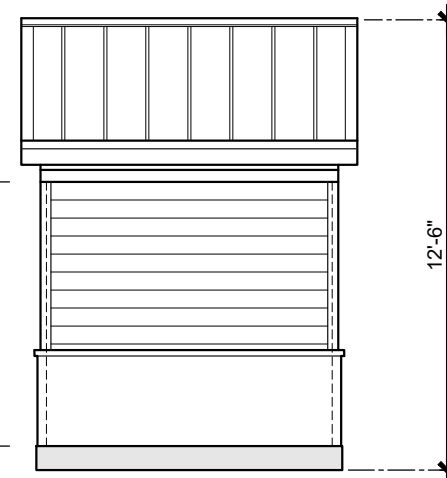
FLOOR PLAN

SCALE: 3/16"=1'-0"



ELEVATION 1

SCALE: 3/16"=1'-0"



ELEVATION 2

SCALE: 3/16"=1'-0"



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BUILDING TYPE:
PROJECT:

RESTROOM BUILDING

**CONDON PARK 2
GRASS VALLEY, CA**

REVISION #

-
PROJECT #:
11944

REVISION DATE:

DRAWN BY:

START DATE:

DRAWN BY: EOR

SHEET#

MAX. P.

9

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

Title: HSIP Pedestrian Crossing Improvements Project - Final Acceptance

CEQA: N/A - Project is Complete

Recommendation Motion: That Council: 1) accept the HSIP Pedestrian Crossing Improvements Project as complete, and 2) authorize the City Engineer to file a Notice of Completion with the County Recorder.

Prepared by: Bjorn P. Jones, PE, City Engineer

Council Meeting Date: 12/10/2024

Date Prepared: 12/5/2024

Agenda: Consent

Background Information: The HSIP Pedestrian Crossings Improvements Project included the installation of pedestrian safety improvements (rapid flashing beacons, new signage and striping) and the construction of crossing enhancements including curb ramps and raised crosswalks at various locations around town. Specifically, high use areas near schools (Lyman Gilmore, Nevada Union, Grass Valley Charter) were targeted for improvements, as well as intersections with a history of requests for pedestrian enhancements.

All the work has now been completed by the contractor. Final project costs totaled \$381,423.00 with one change order issued for the project.

The Engineering Division has field accepted the work and the contractor has provided the City with a guarantee of work for a period of one year following the date of acceptance of the project. Upon Council's acceptance, Staff will file a Notice of Completion with the County Recorder's Office. If no Stop Notices are received by the City after a period of thirty-five (35) days from the filing date of the Notice, all appropriate bonds will be released to the contractor.

Council Goals/Objectives: The HSIP Pedestrian Crossings Improvements Project executes portions of work tasks towards achieving/maintaining Strategic Plan Goal - City Infrastructure Investment

Fiscal Impact: Final project costs are fully funded in the approved project budget to be paid with a combination of HSIP grant funds and Measure E funds.

Funds Available: Yes

Account #: 300-406-66006

Reviewed by: City Manager

Attachments: Notice of Completion

RECORDING REQUESTED BY and
WHEN RECORDED MAIL TO:

**ENGINEERING DIVISION
CITY OF GRASS VALLEY
125 East Main Street
Grass Valley, CA 95945**

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. That the undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is the **City of Grass Valley**.
3. The FULL ADDRESS of the OWNER is **125 East Main Street, Grass Valley, CA 95945**.
4. The nature of the INTEREST or ESTATE of the undersigned is: **FEE**.
5. A work of improvement on the property hereinafter described was COMPLETED: **November 5, 2024**.
6. The work of improvement completed is described as follows: **RRFB Installations, concrete curb ramps and pedestrian safety improvements**.
7. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is: **Consolidated Engineering, Inc.**
8. The street address of said property is: **West Main Street at Gilmore Way, West Main Street at Carpenter Street, West Main Street at Alta Street, Ridge Road at Ventana Sierra Drive, Hughes Road at Lidster Ave, East Main Street at Scandling Ave, East Main Street at Eureka Street, Colfax Ave at Oak Street, and Race Street at Lucas Lane**.
9. The property on which said work of improvement was completed is in the City of Grass Valley, County of Nevada, State of California and is described as follows: **Pedestrian Crosswalk Improvements**

City of Grass Valley
Owner

by: _____
Bjorn P. Jones, City Engineer

"I certify under penalty of perjury that the foregoing is true and correct."

(Date and Place)

(Signature)



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

Title: Second reading of Ordinance No. 78- Municipal Code Section 8.16 Fire Control Regulations

CEQA: Not a project

Recommendation: That Council: 1) hold a second reading by title only and adopt Non-Urgency Ordinance 78 - 8.16 Fire Control Regulations

Prepared by: Mark Buttron -Fire Chief

Council Meeting Date: 12/10/2024

Date Prepared: 11/25/2024

Agenda: Consent

Background Information:

On November 12, 2024, staff presented the City Council with a revised version of Municipal Code Chapter 8.16, *Fire Control Regulations*. The update includes requirements for defensible space surrounding structures, incorporating best practices such as Zone 0, Zone 1, and Zone 2, and modernized definitions. This revision aligns the City's vegetation management and defensible space ordinance with current standards and the objectives of the full-time vegetation management program supported by Measure B. This program includes Community Vegetation Management Assistance, Wildfire Preparedness Education, Green Waste Drop-off, and Defensible Space Inspections.

To ensure the timely implementation of these enhancements, the Council approved Urgency Ordinance No. 77 on November 12, allowing the immediate application of the updated regulations. In addition, Non-Urgency Ordinance No. 78 was introduced to formalize these changes.

Tonight's agenda includes the second reading, by title only, and adoption of Non-Urgency Ordinance No. 78, amending Municipal Code Chapter 8.16, *Fire Control Regulations*.

Staff proposes to re-evaluate the newly implemented regulations and ordinance following the conclusion of the next fire season. This review will provide an opportunity to assess the effectiveness of the requirements, gather feedback from stakeholders, and identify any necessary adjustments or improvements based on real-world applications and outcomes. This approach ensures that the regulations remain practical, effective, and responsive to the community's needs and challenges.

Council Goals/Objectives: Exceptional Public Safety consistent with the City of Grass Valley Strategic Plan

Fiscal Impact: None

Funds Available: N/A

Account #: N/A

Reviewed by:

- Attachments:**
- 1) Grass Valley Municipal Code Section 8.16
 - 2) Urgency Ordinance No. 77 Amending Grass Valley Municipal Code Section 8.16
 - 3) Non-Urgency Ordinance No. 78 Amending Grass Valley Municipal Code Section 8.16

ORDINANCE NO. 78

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY REPEALING AND REPLACING ARTICLE II (“MISCELLANEOUS FIRE CONTROL REGULATIONS”), ARTICLE III (“PROHIBITIONS”), ARTICLE IV (“FIREWORKS”), AND ARTICLE V (“VIOLATIONS – PENALTY”) OF CHAPTER 8.16 OF THE GRASS VALLEY MUNICIPAL CODE REGARDING FIRE CONTROL REGULATIONS

Be it ordained by the Council of the City of Grass Valley:

SECTION 1. CODE AMENDMENT. Articles II, III, IV, and V of Chapter 8.16 of Title 8 of the Grass Valley Municipal Code are hereby repealed and replaced as set forth in Exhibit A attached to this Ordinance and incorporated by such reference.

SECTION 2. ENVIRONMENTAL DETERMINATION. This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA) and has been determined to be not a Project under section 15378(b)(5) (Organizational or Administrative Activities) of the CEQA Guidelines. To the extent the adoption of this Ordinance constitutes a Project subject to CEQA, it is categorically exempt pursuant to sections 15061(b)(3) (Common Sense Exemption), 15304 (Minor Alterations to Land), 15307 (Actions by Regulatory Agencies for Protection of Natural Resources), and 15308 (Actions by Regulatory Agencies for Protection of the Environment) of the CEQA Guidelines.

SECTION 3. INCONSISTENCIES. Any provision of the Grass Valley Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and/or further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The City Council of the City of Grass Valley declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or

unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 5. EFFECT OF AMENDMENTS. It is the intent of the City Council of the City of Grass Valley that the Grass Valley Municipal Code sections affected by this Ordinance shall not be considered repealed and reenacted in their amended form; that the portions which are not altered are to be considered as having been the law from the time when they were enacted; that the new provisions are to be considered as having been enacted at the time of the amendment; and that the omitted portions are to be considered as having been repealed at the time of the amendment.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect 30 days after its adoption under Article VII, § 2 of the Grass Valley City Charter.

SECTION 7. PUBLICATION. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published once in *The Union*, a newspaper of general circulation printed, published, and circulated within the City.

INTRODUCED and first read at a regular meeting of the City Council on the 12th day of November 2024.

FINAL PASSAGE AND ADOPTION by the City Council was at a meeting held on the _____ day of _____ 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Jan Arbuckle, Mayor

ATTEST:

APPROVED AS TO FORM:

Taylor Whittingslow, City Clerk

Michael G. Colantuono, City Attorney

EXHIBIT A

Chapter 8.16 – FIRE CONTROL REGULATIONS

ARTICLE II – FIRE REGULATIONS

8.16.200 – Definitions

As used in this Article, the following definitions shall apply:

“Approved Warming Device” means a portable or fixed, outdoor, solid-fuel-burning fireplace that may be constructed of steel, concrete, clay, or other noncombustible material. It may be open in design or may be equipped with a small hearth opening and a short chimney or chimney opening in the top. All devices shall be equipped with spark-arresting screens.

“Combustible material” means rubbish, litter, or material of any kind other than hazardous vegetation, that is combustible and endangers the public safety by creating a fire hazard as determined by the Fire Code Official.

“Defensible space” means (i) for improved parcels, the areas, including Zone 0, Zone 1, and Zone 2, extending 100 feet from any structure, but not beyond a parcel’s property line; and (ii) for unimproved parcels, the areas extending 30 to 100 feet inward from the parcel’s property line or abutting public right-of-way or fire apparatus access road, as applicable.

“Fireworks” and “safe and sane fireworks” have the meanings ascribed to them in Sections 12500 et seq. of the California Health and Safety Code.

“Fire apparatus access road” means a road that provides fire apparatus access from a fire station to a facility, building, or portion thereof. This is a general term that includes, but is not limited to, a fire lane, public street, public right of way, private street, driveway, parking lot lane, or access road.

“Fire Code Official” means the Fire Chief or their duly authorized representative(s).

“Fire hazard” means any condition, arrangement, or act that will increase, or may cause an increase of, the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service of preventing, suppressing, or extinguishing fire, or that may obstruct, delay, or hinder, or may become the cause of obstruction, delay, or hindrance, to the prevention, suppression, or extinguishment of fire.

“Fire season” means the first day of May through the thirty-first day of December.

“Ladder fuel” means fuel that provides vertical continuity between surface fuel and canopy fuel strata, increasing the likelihood that fire will carry from surface fuel into the crowns of shrubs and trees.

“Hazardous vegetation” means vegetation that is combustible and endangers the public safety by creating a fire hazard, including but not limited to bark, mulch, seasonal and recurrent grasses,

weeds, stubble, non-irrigated brush, dry leaves, dry needles, dead, dying, and diseased trees, or any other vegetation identified by the Fire Code Official.

“Local Responsibility Area” means an area of the state that is not a State Responsibility Area or federal property, and where the financial responsibility for preventing and suppressing fires is primarily the responsibility of the city, town, county, city and county, district, or other local public agency.

“Outbuilding” means buildings that are less than 120 square feet in size and are not used for human habitation, and buildings with a roof but no walls.

“Parcel” means a portion of real property of any size which may be identified by an Assessor's Parcel Number, the area of which is determined by the legal lot of record. An “improved parcel” means a parcel containing a structure. An “unimproved parcel” means a parcel that does not contain a structure.

“Refuse piles” means accumulations of flammable vegetation and/or combustible materials, rubbish and/or scrap materials, including, but not limited to, wastepaper, wood, straw/hay, litter, or other flammable or combustible waste.

“State Responsibility Area” means an area of the state identified by the Board of Forestry and Fire Protection pursuant to Public Resources Code Section 4125 where the financial responsibility for preventing and suppressing fires is primarily the responsibility of the state.

“Structure” means a building that has walls and a roof and an area of 120 square feet or greater.

“Zone 0” means the area extending from 0 to 5 feet from any structure, attached deck, or outbuilding on a parcel, referred to as the “Ember-Resistant Zone” or “Home Ignition Zone.” Zone 0 requires the most stringent wildfire fuel reduction. This Zone is designed to ensure that fire or embers from igniting materials cannot spread to the structure.

“Zone 1” means the area extending from 5 to 30 feet from any structure or attached deck, or from 5 feet from the structure or attached deck to the parcel’s property line, whichever is closer. This Zone is referred to as the “Lean, Clean, and Green Zone.”

“Zone 2” means the area extending from 30 to 100 feet from any structure or attached deck, or from 30 feet from the structure or attached deck to the parcel’s property line, whichever is closer. This Zone is referred to as the “Reduced Fuel Zone.”

8.16.220 – Fuel Mitigation Requirements

1. Prohibition. No person who has any ownership or possessory interest in or control of a Parcel within the City shall allow to exist thereon any hazardous vegetation or combustible material that constitutes a fire hazard as determined by the Fire Code Official.

2. Defensible Space for Structures and Attached Decks. All persons who have any ownership or possessory interest in or control of any parcel within the City shall maintain defensible space adjacent to all structures and attached decks on the parcel as follows:

A. Zone 0.

- i. Maintain all ground areas within 2 feet of any structure or attached deck free of combustible ground cover, including combustible mulch and bark. Hardscape materials, such as gravel, pavers, concrete, and other noncombustible mulch materials are permitted.
 - i. Notwithstanding the foregoing, ornamental vegetative fuels or cultivated ground cover that are irrigated or have a high moisture content, such as green grass, ivy, succulents or similar plants used a ground cover are allowed if, in the opinion of the Fire Code Official, they do not form a means of readily transmitting fire.
- ii. All native and nonnative plant species within 2 feet of a structure or attached deck must be maintained such that foliage, twigs, and branches create a minimum 1 foot clearance above the ground or the ground cover.
- iii. Remove all hazardous vegetation and combustible material capable of being ignited and endangering the structure or attached deck as determined by the Fire Code Official.
- iv. Annual grasses, which are not permitted within 2 feet of a structure or attached deck must be removed or cut to less than 4 inches no later than May 1st of each year and throughout the fire season.
- v. Maintain 6 feet of vertical clearance between branches and all other parts of trees overhanging the roof or other portion of any structure or attached deck.
- vi. Maintain any tree, shrub, or other plant adjacent to or overhanging any structure or attached deck free of branches, dead limbs, or other combustible material.
- vii. Maintain the roof and roof gutters of any structure, and the surface of any attached deck free of leaves, needles, hazardous vegetation, and combustible materials.
- viii. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
- ix. Remove all branches within 10 feet of any chimney or stovepipe outlet.
- x. Storage of firewood, lumber, or other combustible material is not permitted.
- xi. Non-irrigated brush is not permitted.

B. Zone 1.

- i. Remove all hazardous vegetation and combustible material capable of being ignited and endangering the structure as determined by the Fire Code Official.
- ii. Annual grasses must be removed or cut to less than 4 inches no later than May 1st of each year and throughout the fire season.
- iii. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches.
- iv. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
- v. Non-irrigated brush is not permitted.

- vi. New trees shall be planted and maintained so that the tree's drip line at maturity is a minimum of 10 feet from any structure.
- vii. The horizontal distance between crowns of new trees and crowns of adjacent trees shall not be less than 10 feet.
- viii. Liquid Propane Gas (LPG) storage tanks, outbuildings, firewood, lumber, and other combustible material shall be surrounded by 10 feet of bare mineral soil and no hazardous vegetation is permitted within 20 feet of LPG storage tanks, outbuildings, firewood, lumber, or other combustible Material.

C. Zone 2.

- i. Remove all hazardous vegetation and combustible material capable of being ignited and endangering the structure as determined by the Fire Code Official.
- ii. Annual grasses must be removed or cut to less than 4 inches no later than May 1st of each year and throughout the fire season.
- iii. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches.
- iv. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground.
- v. Non-irrigated brush is not permitted.
- vi. New trees shall be planted and maintained so that the tree's drip line at maturity is a minimum of 10 feet from any Structure.
- vii. The horizontal distance between crowns of new trees and crowns of adjacent trees shall not be less than 10 feet.
- viii. Any structure or covering over a pile of lumber or firewood must be constructed or made of fire-resistant material.
- ix. Liquid Propane Gas (LPG) storage tanks, outbuildings, firewood, lumber, and other combustible material shall be surrounded by 10 feet of bare mineral soil and no hazardous vegetation is permitted within 20 feet of LPG storage tanks, outbuildings, firewood, lumber, or other combustible material.

D. Defensible Space for Outbuildings. Any and all persons who have any ownership or possessory interest in or control of any parcel within the City shall comply with the Zone 0 Defensible Space requirements set forth herein with respect to any outbuildings on the parcel that are within 100 feet of a structure or attached deck on the parcel.

3. Roadside Vegetation. All persons who have any ownership or possessory interest in or control of any parcel within the City that abuts a fire apparatus access road shall:
 - A. Remove all hazardous vegetation that is within 3 feet, measured horizontally, from the paved edge of the fire apparatus access road.
 - B. Ensure that all portions of any tree overhanging a fire apparatus access road has at least 15 feet, measured vertically, of clearance from the roadway surface.
4. Unimproved Parcels: Any and all persons who have any ownership or possessory interest in or control of any unimproved parcel within the City shall maintain unimproved parcels as follows:

A. Less Than One Acre:

- i. The entire parcel shall be mowed and/or cleared so that hazardous vegetation does not exceed four inches in height above mineral soil by no later than May 1st of each year and throughout the fire season.
- ii. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches.
- iii. The entire parcel shall be free of refuse piles.
- iv. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
- v. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees shall be required by the City prior to removal.
- vi. All waste material that is the result of vegetation management work shall be chipped and spread or hauled off site. Burning of waste material is prohibited.

B. One to Five Acres:

- i. A 30 foot area of defensible space shall be maintained around the boundary of the parcel in compliance with the following standards:
 - i. Groundcover.
 1. Hardscape materials, such as gravel, pavers, concrete, and other noncombustible mulch materials are permitted.
 2. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches. All other combustible ground cover is prohibited.
 3. Notwithstanding the foregoing, ornamental vegetative fuels or cultivated ground cover that are irrigated or have a high moisture content, such as green grass, ivy, succulents or similar plants used as ground cover are allowed if, in the opinion of the Fire Code Official, they do not form a means of readily transmitting fire.
 - ii. All native and nonnative plant species must be maintained such that foliage, twigs, and branches create a minimum 1 foot clearance above the ground or the ground cover.
 - iii. Remove all hazardous vegetation and combustible material capable of being ignited as determined by the Fire Code Official.
 - iv. Annual grasses must be removed or cut to less than 4 inches by no later than May 1st of each year and throughout the fire season.
 - v. Maintain any tree, shrub, or other plant free of branches, dead limbs, or other combustible material.
 - vi. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
 - vii. Storage of firewood, lumber, or other combustible material is not permitted.
 - viii. Non-irrigated brush is not permitted.
- ii. The 30 foot area of defensible space shall be measured inward from the parcel's property line or abutting public right-of-way, as applicable. Where a vacant parcel

abuts or contains a right-of-way or fire apparatus access road, the 30 foot area of defensible space shall be maintained from the edge of any sidewalk or, if there is no sidewalk, the street line.

- iii. All waste material that is the result of vegetation management work shall be chipped and spread or hauled off site. Burning of waste material is prohibited.

C. Greater than Five Acres:

- i. A 100 foot area of defensible space shall be maintained around the entire parcel in compliance with the following standards:
 - i. Groundcover.
 - 1. Hardscape materials, such as gravel, pavers, concrete, and other noncombustible mulch materials are permitted.
 - 2. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches. All other combustible ground cover is prohibited.
 - 3. Notwithstanding the foregoing, ornamental vegetative fuels or cultivated ground cover that are irrigated or have a high moisture content, such as green grass, ivy, succulents or similar plants used as ground cover are allowed if, in the opinion of the Fire Code Official, they do not form a means of readily transmitting fire
 - ii. All native and nonnative plant species must be maintained such that foliage, twigs, and branches create a minimum 1 foot clearance above the ground or the ground cover.
 - iii. Remove all hazardous vegetation and combustible material capable of being ignited as determined by the Fire Code Official.
 - iv. Annual grasses must be removed or cut to less than 4 inches by no later than May 1st of each year and throughout the fire season.
 - v. Maintain any tree, shrub, or other plant free of branches, dead limbs, or other combustible material.
 - vi. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
 - vii. Storage of firewood, lumber, or other combustible material is not permitted.
 - viii. Non-irrigated brush is not permitted.
 - ii. The 100 foot area of defensible space shall be measured inward from the parcel's property line or abutting public right-of-way, as applicable. Where a vacant parcel abuts or contains a right-of-way or fire apparatus access road, the 100 foot area of defensible space shall be maintained from the edge of any sidewalk or, if there is no sidewalk, the street line.
 - iii. All waste material that is the result of vegetation management work shall be chipped and spread or hauled off site. Burning of waste material is prohibited.
5. Additional Management. The Fire Code Official may mandate additional fuels management of an area more or less than the above-referenced widths or height on a parcel and all sidewalks and roadways on or immediately adjacent thereto for the protection of public health, safety or

welfare or the environment if the Fire Code Official finds that the additional fuels management is necessary to significantly reduce the risk of transmission of flame or heat sufficient to ignite a structure, and there is no other feasible mitigation measure to reduce the risk of ignition or spread of wildfire to a structure on a parcel. The Fire Code Official shall determine appropriate defensible space distances based upon a visual inspection of the parcel and shall consider all factors that place the structure(s) on the parcel at risk from an approaching fire. These factors shall include, but are not limited to, local weather conditions, fuel type(s), topography, and the environment of the parcel or the structure(s).

6. **Conflicting Requirements.** If any portion of any parcel is subject to overlapping or conflicting local, state, or federal, requirements, the more restrictive requirements, as determined by the Fire Code Official, shall apply.
7. **Modifications.** Compliance with the fuel mitigation requirements of this Article shall not result in the taking of endangered, rare, or threatened plant or animal species, significant erosion, or sedimentation of surface waters. When these or other conditions make it impractical to comply with the fuel mitigation requirements, the person who owns, leases, or controls the parcel(s) shall request that the Fire Code Official grant a modification of the requirements. The Fire Code Official shall have the authority to grant modifications for individual cases, provided that the Fire Code Official shall first make written findings that special individual reasons make the strict letter of this Article impractical and that the modification is in compliance with the intent and purpose of this Article.

8.16.230 – Sale or Transfer of Property

In accordance with Civ. Code, § 1102.19, as it may be amended from time to time, a seller shall, before the close of escrow on the sale of any parcel within the City, provide to the buyer documentation from the Fire Code Official stating that the parcel is currently in compliance with local vegetation management requirements. The Fire Code Official shall have the discretion to accept alternate means and measures to achieve compliance if completion of the required work will delay the sale or transfer of the parcel. If the seller of a parcel has not obtained documentation of compliance in accordance herewith, the seller and the buyer shall enter into a written agreement pursuant to which the buyer agrees to obtain documentation of compliance.

8.16.240 – Open Burning

It shall be unlawful for any person to ignite, permit, or maintain an open fire within the city limits of the City of Grass Valley. This prohibition is not intended to prohibit fires in approved warming device in accordance with Section 8.16.260, or devices used for cooking such as barbeques that are located on property that the individual using such device has legal authority to occupy, including but not limited to City-provided fire pits or barbeques in parks and other public areas.

8.16.250 – Authorized Burning

1. **Training Burns.** Fire Department training burns may be permitted with the prior written approval of the Fire Code Official or an authorized representative and Northern Sierra Air Quality Management District.

2. Special Permits. The Fire Code Official may issue special permits to authorize burning for the health and safety of the public, professional entertainment purposes, or ceremonial purposes.

8.16.260 – Fire Protection Requirements

To provide and maintain fire protection during the use of approved warming devices or during authorized special permit burning, the following shall be required:

1. During use/operation an area within 10 feet of the device shall be free and clear of hazardous vegetation and/or combustible materials.
2. Responsible person, 18 years of age or older, in attendance with shovel until fire is dead out.
3. Water hose connected to an operational water supply shall be present at use/operation site.
4. Operation site shall be within 250' of an operational fire hydrant.
5. Operation site shall be within 150' of a California Fire Code compliant fire apparatus access road.

8.16.270 – Fireworks Prohibitions

The sale, use, and discharge of fireworks, including, but not limited to, safe and sane fireworks, is prohibited within the City. It shall be unlawful for any person to sell, offer for sale, purchase, discharge or otherwise use fireworks within the City except as provided in this Article.

8.16.280 – Fireworks Exceptions

1. Nothing in this Article shall be construed as prohibiting the sale, use, or discharge of any of the following: torpedoes, flares, or fuses by railroad or other transportation or law enforcement agencies for signal purposes; blank cartridges for ceremonial purposes, athletic, or sports events or military ceremonies or demonstrations; fireworks by permittees having a permit as hereinafter provided; agricultural and wildlife fireworks as defined in California Health and Safety Code section 12503; or to those subjects identified in subsections (a) through (d) of California Health and Safety Code section 12540.
2. Public displays of fireworks may be conducted by permit granted pursuant to section 982 of Title 19 of the California Code of Regulations.

8.16.290 – Authority to Inspect

Whenever the Fire Code Official has cause to believe that there exists, or may exist, in or upon any parcel any condition that constitutes a violation of this Article, the Fire Code Official may, with the permission of the parcel's owner, enter such parcel at all reasonable times to inspect the parcel related to enforcement of this Article. If an owner refuses to allow the Fire Code Official to enter, the Fire Code Official may seek assistance from any court of competent jurisdiction in obtaining such entry pursuant to California Code of Civil Procedure sections 1822.50–1822.60.

8.16.300 – Authority to Inspect Property and Request Records

Whenever the Fire Code Official has reasonable cause to believe that there exists or may exist on any parcel any condition which constitutes a violation of this Article, the Fire Code Official is empowered to request a person having an ownership or possessory interest in the parcel to provide records, such as but not limited to, site plans, connection agreements, operations and maintenance records, documentation of waste disposal, etc., as necessary to determine compliance with this Article.

8.16.310 – Enforcement and Administration

Any person having an ownership or possessory interest in a parcel that is in non-compliance with this Article shall be subject to administrative, civil, or criminal liability as provided in this Code. When relying on this Article, the City shall adhere to all procedures set forth in Chapters 1.10 through 1.15 of this Code, including, but not limited to the procedures for notice, service requirements, hearings, appeals, citations and fines.

8.16.320 – Public Nuisance Abatement

Violation of any provision of this Article is hereby declared to be a public nuisance. The Fire Code Official may, in addition to other authorized procedures set forth in this Article, take action to abate such public nuisance pursuant to Chapters 9.28 and 1.10 through 1.15 of this Code.

8.16.330 – Civil Actions

In addition to any other remedies provided in this Article, any violation of this Article may be enforced by civil action brought in the name of the City. In any such action, the City may seek, as appropriate and allowed by law, one or more of the following remedies:

1. A temporary restraining order, preliminary, or permanent injunction;
2. Reimbursement of costs of any investigation, inspection or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing action under this section;
3. Abatement Costs include those incurred in removing, correcting, or terminating the adverse effect(s) of a violation;
4. Compensatory damages for loss or destruction of City property. Costs and damages under this subsection shall be paid to the City and shall be used exclusively for costs associated with enforcing this Article.

8.16.340 – Criminal Actions

Any person violating any of the provisions of this Article shall be guilty of a misdemeanor punishable under [Chapter 1.12](#) of this Code, unless the prosecutor determines the interests of

justice are served by prosecuting it as an infraction. Each separate day or any portion thereof during which any violation occurs or continues is a separate offense. The application of the aforementioned penalty shall not be held to prevent the enforced removal of the prohibited conditions.

8.16.350 – Non-Exclusive Remedies

Every remedy available for the enforcement of this Article shall be non-exclusive, and it shall be within the discretion of the City to seek cumulative remedies. Moreover, the remedies available to the City pursuant to this Article shall not limit the right of the City to seek any other remedy that may be available at law or in equity.

8.16.360 – Authority to Promulgate Reasonable Rules and Regulations

The City Manager is authorized to adopt reasonable rules, regulations, and procedures consistent with this Article to enforce, interpret, and carry out this Article. Such rules, regulations and procedures may vary between different areas within the City.

8.16.370 – No Duty to Enforce

Nothing in this Article shall be construed as imposing on the Fire Code Official or the City any duty to issue a Notice to Abate, nor to abate any hazardous vegetation or combustible material, nor to take any other action with regard to any unlawful hazardous vegetation, combustible material, defensible space, burning, or fireworks. Neither the Fire Code Official nor the City shall be held liable for failure to issue a Notice to Abate any unlawful hazardous vegetation, combustible material, defensible space, burning, or fireworks, nor for failure to abate any unlawful hazardous vegetation, combustible material, defensible space, burning, or fireworks, nor for failure to take any other action with regard to any unlawful hazardous vegetation, combustible material, defensible space, burning, or fireworks.



All property owners are required to comply with defensible space requirements.



All requirements shall be maintained year-round, with the exception of cutting grasses and weeds to a height of 4 inches or less no later than May 1 of every year.

ZONE 0. The Ember Resistant Zone or Home Ignition Zone extends from 0 to 5 feet from any structure, attached deck, or outbuilding on the parcel. Zone 0 requires the most stringent wildfire fuel reduction. This Zone is designed to prevent fire or embers from igniting materials that can spread to the structure.

ZONE 1. The Lean, Clean, and Green Zone extends from 5 feet to 30 feet from any structure or attached deck.

ZONE 2. The Reduced Fuel Zone extends from 30 feet to 100 feet from any structure or attached deck.

UNIMPROVED PARCELS

PARCELS OF 1 ACRE OR LESS: Require the entire parcel to be mowed/cleared no vegetation/grasses above 4 inches.

PARCELS 1 TO 5 ACRE: A 30 foot defensible space zone shall be created and maintained around the entire perimeter of a parcel.

PARCELS GREATER THAN 5 ACRES: A 100 foot defensible space zone shall be created and maintained around the entire perimeter of a parcel.

THESE REQUIREMENTS ARE TO BE COMPLETED AND MAINTAINED YEAR-ROUND**

ZONE 0: (0-5 feet)

- Remove all combustible ground cover, such as mulch and bark, within 2 feet of all structures.
- Create a 1-foot vertical clearance from foliage to ground for any plants within 2 feet of the structure.
- Remove ALL dead or dying trees and/or rubbish.
- Remove ALL non-irrigated brush.
- Remove or cut grasses and weeds to a height of less than 4 inches or less. ****Must be cut no later than May 1 of every year.**
- Remove all tree branches that are within 6 vertical feet of the roof.
- Trim trees to create 10 feet of clearance from the chimney outlet.
- Remove ALL dead or combustible material from trees or any other plantings.
- Remove all material, such as branches, leaves, and needles, from the roof and gutters. This needs to be redone on a periodic basis.
- Trim trees to create 6 feet of vertical spacing between branches or foliage and ground.

ZONE 1: (5-30 feet)

- Remove ALL dead or dying trees and/or rubbish.
- Remove or cut grasses and weeds to a height of less than 4 inches or less. ****Must be cut no later than May 1 of every year.**
- Trim trees to create 6 feet of vertical spacing between branches or foliage and ground.
- Remove ALL non-irrigated brush.
- Maintain 10 feet of bare mineral soil around Liquid Propane Gas (LPG) storage tanks, firewood, lumber, or other Combustible Material.

ZONE 2: (30-100 feet)

- Remove ALL dead or dying trees and/or rubbish.
- Remove or cut grasses and weeds to a height of less than 4 inches or less. ****Must be cut no later than May 1 of every year.**
- Trim trees to create 6 feet of vertical spacing between branches or foliage and ground.
- Remove ALL non-irrigated brush.
- Coverings over a pile of lumber or firewood must be constructed or made of fire-resistant material.
- Maintain 10 feet of bare mineral soil around liquid propane gas (LPG) storage tanks, firewood, lumber, or other combustible material.

****Annual Grasses and Weeds must be cut to 4 inches or less no later than May 1 of every year.**

ROADSIDE VEGETATION

- Maintain tree foliage, branches, and trunks to provide a minimum 15-foot vertical clearance above the entire roadway or driveway.
- Remove any hazardous vegetation located within 3 horizontal feet of the roadway.



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

Title: Staffing allocation and job description adoption

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

Prepared by: Alexander K. Gammelgard, Chief of Police

Council Meeting Date: 12/10/2024

Date Prepared: 12/04/2024

Agenda: Consent

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

Summary of staffing changes:

Police Department

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

Fiscal Analysis:

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

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

Fiscal Analysis:

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

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

The estimated fiscal impact is between \$5,000-\$10,000 annually dependent upon placement on the salary scale. Through the meet and confer process with Unit 3 representatives (Local 39) it was agreed that the incumbent employee would be placed at Step C of the Police Evidence/Property Technician II job class, if/when job prerequisites are met.

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

Fiscal Analysis:

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

Fuels Mitigation

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

Fiscal Analysis:

The Measure B Oversight Committee has concurred with the use of \$100,000 of Measure B funds toward this position. Because this position will also conduct other code enforcement activities, the remainder of the costs of the position (estimated at \$53,000 annually) will be borne by the general fund, of which the sworn officer cost savings will absorb.

Below is a salary schedule:

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

Animal Services

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

Fiscal Analysis:

Cost differential between the existing kennel position and the new Animal Shelter Specialist position is estimated to be approximately \$16,000 annually. An additional \$10,000 for part time kennel support will be added to the Animal Services part time staffing budget, for a total cost impact of \$26,000.

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

	A	B	C	D	E
<i>Animal Shelter Specialist I</i>	23.70	24.85	26.09	27.39	28.75
<i>Animal Shelter Specialist II</i>	27.39	28.75	30.18	31.69	33.27

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

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

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

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

Funds Available: Yes

Account #: Various

Reviewed by: City Manager



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

Department: Police

FSLA Status: Non-Exempt

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

Unit: 3, Full-Time Position

SUMMARY OF JOB PURPOSE

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

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

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

SUPERVISION RECEIVED AND EXERCISED

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

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

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

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

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

Police Evidence/Property Technician I, Typical Duties:

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

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

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

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

Police Evidence/Property Technician II, Additional Duties:

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

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

QUALIFICATIONS

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

Knowledge of:

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

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

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

Skills in:

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

Ability to:

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

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

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

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

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

EDUCATION AND EXPERIENCE

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

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

CERTIFICATES, LICENSES, REGISTRATIONS

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

Police Evidence/Property Technician II, Additional Certificates:

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

LANGUAGE SKILLS

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

PHYSICAL DEMANDS

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

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

MATHEMATICAL SKILLS

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

REASONING ABILITY

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

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ANIMAL SHELTER SPECIALIST I/II

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

Reports To: Animal Services Manager

Unit: 3, Full-Time Position

SUMMARY OF JOB PURPOSE

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

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

DISTINGUISHING CHARACTERISTICS:

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

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

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ANIMAL SHELTER SPECIALIST I/II

SUPERVISION RECEIVED AND EXERCISED

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

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

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

Animal Shelter Specialist I-

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

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

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

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ANIMAL SHELTER SPECIALIST I/II

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

Animal Shelter Specialist II-

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

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

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

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ANIMAL SHELTER SPECIALIST I/II

QUALIFICATIONS

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

Knowledge of:

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

Ability to:

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

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

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ANIMAL SHELTER SPECIALIST I/II

EDUCATION AND EXPERIENCE

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

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

CERTIFICATES, LICENSES, REGISTRATIONS

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

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

LANGUAGE SKILLS

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

PHYSICAL DEMANDS

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

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

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ANIMAL SHELTER SPECIALIST I/II

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

WORKING ENVIRONMENT

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

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

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COMMUNITY RISK ENFORCEMENT SPECIALIST

Department: Code Enforcement

FSLA Status: Non-Exempt

Reports To:

Community Risk Reduction Manager; Other

Unit: 3, Full-Time Position

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

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

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

SUPERVISION RECEIVED AND EXERCISED

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

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

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COMMUNITY RISK ENFORCEMENT SPECIALIST

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

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

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

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

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COMMUNITY RISK ENFORCEMENT SPECIALIST

QUALIFICATIONS

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

Knowledge of:

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

Ability to:

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

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COMMUNITY RISK ENFORCEMENT SPECIALIST

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

EDUCATION AND EXPERIENCE

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

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

Preferred Education and experience but not required:

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

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COMMUNITY RISK ENFORCEMENT SPECIALIST

CERTIFICATES, LICENSES, REGISTRATIONS

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

Through California Association of Code Enforcement Officers:

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

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

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

LANGUAGE SKILLS

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

PHYSICAL DEMANDS

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

WORKING ENVIRONMENT

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

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City of Grass Valley City Council Agenda Action Sheet

Title: Canvass and Statement of Results for the November 5, 2024 General Municipal Election.

Recommendation: Adopt Resolution No. 2024-83, finding and declaring the results of the November 5, 2024 General Municipal Election.

Prepared by: Taylor Day, Deputy City Manager & City Clerk

Council Meeting Date: 12/10/2024

Date Prepared: 12/5/2024

Agenda: Reorganization Related Items

Background Information: The official canvass and certified results of the November 5, 2024 General Municipal Election for three City of Grass Valley Council Seats are attached for your review. Jan Arbuckle, Joe Bonomolo, & Tom Ivy have been declared the winners of the three Council Seats as shown in attached Exhibit "A".

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager

Attachments: Nevada County General Elections Official Results Report

RESOLUTION NO. 2024-83

RESOLUTION OF THE COUNCIL OF THE CITY OF GRASS VALLEY FINDING AND DECLARING THE RESULT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024

WHEREAS, a General Municipal election was held on November 5, 2024 in the County of Nevada by the County Clerk in accordance with the Grass Valley City Charter and California State Law concerning election matters; and

WHEREAS, the County Clerk did conduct said election, canvass the returns and certify the Statement of Results of the Election on December 3, 2024 of said General Municipal Election.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF

GRASS VALLEY AS FOLLOWS:

1. That a General Municipal Election was held in the County of Nevada for the City of Grass Valley on the 5th day of November 2024, in accordance with the provisions of the City Charter, California Elections Code, and other State Laws concerning election matters.
2. That the names of the persons voted for and the number of votes given to each person at each precinct are as set forth in Exhibit "A" which is attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that the following three (3) persons were duly nominated candidates to the Office of City Council in said Election, having received the highest number of total votes cast at said Election, are hereby declared elected to the respective office of Members, City Council, for terms commencing December 10, 2024 to wit: Jan Arbuckle, Joe Bonomolo, & Tom Ivy.

BE IT FURTHER RESOLVED, that the City Clerk issued to each of the persons hereinabove declared to be elected a Certificate of Election and shall administer to each of them the Constitutional Oath of Office at the December 10, 2024 meeting of the City Council.

Adopted as a resolution of the Council of the City of Grass Valley at a meeting thereof held on the 10th, day of December 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Jan Arbuckle, Mayor

ATTEST:

APPROVED AS TO FORM:

Taylor Whittingslow, City Clerk

Michael Colantuono, City Attorney

CANVASS AND STATEMENT OF RESULTS OF ELECTION

State of California)
)ss.
County of Nevada)



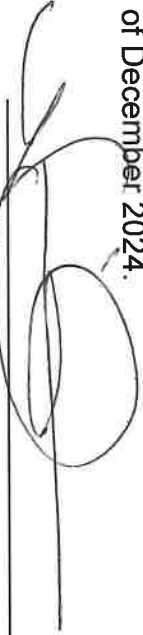
I hereby certify that I canvassed the returns of the election held November 5, 2024 for the City of Grass Valley City Council Election, and that the total number of ballots cast in this contest are as follows, and the totals as shown are full and correct.

<u>City of Grass Valley Council</u>	<u>Votes Received</u>
Thomas J. Ivy	2,996
Janet Arbuckle	2,748
Matthew W. Coulter	1,388
Bob Branstrom	2,478
Joe Bonomolo	2,621

Total Cast Votes 12,231

Pursuant to Elections Code Section 10550, the attached page(s) set forth the total number of votes cast in each precinct for the City of Grass Valley City Council Election.

In witness whereof, I have hereunto set my hand this 5th day of December 2024.



Natalie Adona
County Clerk-Recorder

Cumulative Results Report

Official Results

Run Time 10:30 AM
Run Date 12/03/2024

Nevada County

November 5, 2024 General Election

11/5/2024
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Official Results

Item # 9.

Registered Voters

63240 of 76847 = 82.29%

Precincts Reporting

118 of 118 = 100.00%

State Assembly, District 1 - Vote for One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
118	118	100.00%	63,240	76,847	82.29%

Choice	Party	Vote by Mail Voting		Early Voting		Election Day Voting		Provisional Voting		Total	
Heather Hadwick	REP	21,506	58.90%	1,475	51.50%	1,740	64.23%	546	67.91%	25,267	58.91%
Tenessa Audette	REP	15,009	41.10%	1,389	48.50%	969	35.77%	258	32.09%	17,625	41.09%
Cast Votes:		36,515	100.00%	2,864	100.00%	2,709	100.00%	804	100.00%	42,892	100.00%
Undervotes:		18,654		639		736		288		20,317	
Overvotes:		24		1		6		0		31	

Councilmember, City of Grass Valley City Council - Vote for No More Than Three

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
14	14	100.00%	6,918	8,661	79.88%

Choice	Party	Vote by Mail Voting		Early Voting		Election Day Voting		Provisional Voting		Total	
Thomas J Ivy		2,686	24.51%	129	22.32%	137	25.18%	44	29.53%	2,996	24.50%
Janet Arbuckle		2,547	23.24%	97	16.78%	82	15.07%	22	14.77%	2,748	22.47%
Matthew W. Coulter		1,136	10.36%	102	17.65%	119	21.88%	31	20.81%	1,388	11.35%
Bob Branstrom		2,347	21.41%	65	11.25%	55	10.11%	11	7.38%	2,478	20.26%
Joe Bonomolo		2,244	20.47%	185	32.01%	151	27.76%	41	27.52%	2,621	21.43%
Cast Votes:		10,960	100.00%	578	100.00%	544	100.00%	149	100.00%	12,231	100.00%
Undervotes:		7,058		601		602		247		8,508	
Overvotes:		4		1		0		0		5	



City of Grass Valley City Council Agenda Action Sheet

Title: New Council Member Installation - Jan Arbuckle, Joe Bonomolo, & Tom Ivy

CEQA: Not a project

Recommendation: The City Clerk will administer the oath of office to newly elected Council Members Jan Arbuckle, Joe Bonomolo, and Tom Ivy for a four-year term commencing December 10, 2024, and continuing through December 12, 2028, or until their successor is elected and the election has been certified.

Prepared by: Taylor Whittingslow, Deputy City Manager & City Clerk

Council Meeting Date: 12/10/2024

Date Prepared: 12/5/2024

Agenda: Reorganization Related Items

Background Information: The City Clerk gives the newly elected Council Members the oath of office at the first Council Meeting in December.

Council Goals/Objectives: Reorganization Related Items like the installation of new City Council Members executes portions of Goal #5: High Performance Government & Quality Service.

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: Council Reorganization - Selection of Mayor and Vice Mayor

CEQA: Not a project

Recommendation: The City Clerk should conduct the election of the Mayor. The City Clerk will then turn the meeting over to the new Mayor, who will conduct the election of the Vice Mayor.

Prepared by: Taylor Whittingslow, Deputy City Manager & City Clerk

Council Meeting Date: 12/13/2022

Date Prepared: 12/9/2022

Agenda: Reorganization Related Items

Background Information: The City Clerk conducts the election of the Mayor, and then the newly elected Mayor conducts the election of the Vice Mayor.

Council Goals/Objectives: Reorganization Related Items like the installation of new City Council Members executes portions of Goal #5: High Performance Government & Quality Service.

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager

Attachments: None.