



GRASS VALLEY

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

Tuesday, November 28, 2023 at 7:00 PM

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

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

E-Mail: info@cityofgrassvalley.com

Web Site: www.cityofgrassvalley.com

AGENDA

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

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

MEETING NOTICE

City Council welcomes you to attend the meetings electronically or in person at the City Hall Council Chambers, located at 125 E. Main St., Grass Valley, CA 95945. Regular Meetings are scheduled at 7:00 p.m. on the 2nd and 4th Tuesday of each month. Your interest is encouraged and appreciated.

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

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

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

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

REPORT OUT OF CLOSED SESSION

INTRODUCTIONS AND PRESENTATIONS

1. Wreaths Across America Proclamation
2. Presentation from the Food Bank of Nevada County

PUBLIC COMMENT - *Members of the public are encouraged to submit public comments via voicemail at (530) 274-4390 and email to public@cityofgrassvalley.com. Comments will be reviewed and distributed before the meeting if received by 5pm. Comments received after 5pm will be addressed during the item and/or at the end of the meeting. Council will have the option to modify their action on items based on comments received. Action may be taken on any agenda item. There is a time limitation of three minutes per person for all emailed, voicemail, or in person comments, and only one type of public comment per person. For any items not on the agenda, and within the jurisdiction or interest of the City, please come to the podium at this time. If you wish to speak regarding a scheduled agenda item, please come to the podium when the item is announced. When recognized, please begin by providing your name and address for the record (optional).*

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

3. Approval of the Regular Meeting Minutes of November 14, 2023

Recommendation: Council approve minutes as submitted.

4. Local Emergency Proclamation (Winter Storm of February 2023)

CEQA: Not a project

Recommendation: To continue the Winter Storm February 24th, 2023 to March 1st, 2023 proclamation declaring a Local State of Emergency

5. Local Emergency Proclamation (Drought Conditions)

CEQA: Not a Project.

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

6. Memorandum of Understanding between the City of Grass Valley and County of Nevada Environmental Health Department for inspection services related to SB 1383.

CEQA: Not a Project

Recommendation: That Council 1) review the attached Memorandum of Understanding (MOU) with the County of Nevada; 2) adopt Resolution No. 2023-63 approving the Memorandum of Understanding (“MOU”) between the County of Nevada (“County”) and the City of Grass Valley (“City”); and 3) authorize the Mayor to execute MOU, subject to legal review.

7. Resolution to execute a contract with Northern Sierra Air Quality Management District and accept AB 2766 DMV Surcharge Funds.

CEQA: Not a Project

Recommendation: That Council 1) review the attached contract with Northern Sierra Air Quality Management District (NSAQMD); 2) adopt Resolution No. 2023-64 accepting the contract between NSAQMD and the City of Grass Valley; and 3) authorize the City Manager to be delegated the authority to conduct all negotiations, sign and submit all documents, including, but not limited to applications agreements, amendments, and payment request, which may be necessary for the completion of the grant scope, subject to legal review.

8. Close City Hall to the Public the week of 12/25-1/1

CEQA: Not a project

Recommendation: That Council approve the motion to close the City Hall office to the public during the week between Christmas and New Years (12/25-1/1) and resume normal operating hours on Tuesday, January 2nd to allow for flexible staff schedules during this period.

9. Application to the Nevada County Landmarks Commission for consideration of establishing Memorial Park as an Historic Landmark.

CEQA: The project is exempt from review under the California Environmental Quality Act (CEQA) by the “common sense” rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

Recommendation: That Council direct staff to complete an application to the Nevada County Landmarks Commission for consideration of establishing Memorial Park as an Historic Landmark and authorize the expenditure of up to \$2,000 for the erection of a plaque at a centralized location within the park.

10. Approval of a Three-year Renewal Agreement with Dell for Citywide Microsoft Licensing, Utilizing the County of Riverside Agreement, in the Amount of \$63,796.65 Annually

CEQA: Not a project

Recommendation: Authorize the City Manager or designee to execute a three-year agreement with Dell in the amount of \$63,796.65 annually to pay for the City’s annual Microsoft licensing and support (Attachment A).

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

- [11.](#) Purchase of a new Ladder Truck for the Fire Department.

CEQA: Not a project

Recommendation: That Council 1)Adopt Resolution No. 2023-65 approving the purchase of one (1) Ladder Truck from Fire Apparatus Solutions/KME Corporation in the amount of \$2,151,138.36; 2) approve the Fire Chief to enter into an agreement, upon legal review, for the purchase through our existing Sourcewell Master Contract for REV Group- KME #113021-RVG-3 and, 3) authorize the Finance Director to make necessary budgets adjustments or transfers.

- [12.](#) Changing City Council Meeting Times

CEQA: Not a Project

Recommendation: That Council adopt Resolution No. 2023-66 changing the regular meetings of the City Council to 6:00 p.m. on the second and fourth Tuesdays of each calendar month beginning January 1, 2024.

BRIEF REPORTS BY COUNCIL MEMBERS

ADJOURN

POSTING NOTICE

This is to certify that the above notice of a meeting of The City Council, scheduled for Tuesday, November 28, 2023 at 7:00 PM was posted at city hall, easily accessible to the public, as of 5:00 p.m. Wednesday, November 21, 2023.

Taylor Day, City Clerk



PROCLAMATION
NATIONAL WREATHS ACROSS AMERICA DAY
DECEMBER 16TH, 2023

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

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

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

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

Whereas, Wreaths Across America will be having a ceremony in Grass Valley on Saturday, December 16th, 2023, at Saint Patrick’s Cemetery at 12:00 pm. Wreaths will be placed immediately following the ceremony.

NOW, THEREFORE, Wreaths across America so hereby proclaims December 16th, 2023, as National Wreaths across America Day.

Dated this 28th day of November 2023

Jan Arbuckle, Mayor

Hilary Hodge, Vice Mayor

Bob Branstrom, Council Member

Haven Caravelli, Council Member

Tom Ivy, Council Member



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MINUTES

CALL TO ORDER

Meeting called to order at 7:05 pm.

PLEDGE OF ALLEGIANCE

Vice Mayor Hodge led the pledge of allegiance.

ROLL CALL

PRESENT

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

ABSENT

- Mayor Jan Arbuckle

AGENDA APPROVAL -

Tim Kiser, City Manager, requested to remove item #8, MOU with County of Nevada Environmental Health Department for inspection services related to SB 1383 & item #9, Resolution to execute a contract with Northern Sierra Air Quality Management District and accept AB 2766 DMV Surcharge Funds. Michael Colantuono, City Attorney, requested that on item #6 on the the 3rd Whereas striking of "*and also prospectively while Employee continues to remain employed with the City.*" and on 5(A) striking of "*For each subsequent calendar year starting January 1, 2024, City Manager's annual salary is subject to the same COLA adjustments for the same effective dates as applied to the annual salaries of the City's executive team (Directors, Fire Chief, Police Chief, etc.).*"

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

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

REPORT OUT OF CLOSED SESSION

Call to order at 6:30 with all but Jan present. Adjourned at 7 without motion and by consensus. No reportable action taken.

INTRODUCTIONS AND PRESENTATIONS

1. 32nd Annual Toy Run Proclamation
2. National Hospice and Palliative Care Month Proclamation
3. Habitat for Humanity Funding Award Presentation

PUBLIC COMMENT -

Virtual public comments attached.

In-Person public comments: Robin Galvin-Davis, Sherlie Foster, and Penny Short

CONSENT ITEMS -

Virtual public comments attached.

Motion made to approve the consent items by Councilmember Branstrom, Seconded by Councilmember Caravelli.

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

4. Approval of the Regular Meeting Minutes of October 24th, 2023.

Recommendation: Council approve minutes as submitted.

5. Appointment of Councilmember Branstrom's Nominee, Jacob Cooke, for the Measure E Oversight Committee

CEQA: Not a Project

Recommendation: That the City Council appoint Measure E Oversight Committee member Cooke to a term ending December 2024.

6. Fourth Amended Employment Agreement with City Manager Tim Kiser

CEQA: Not a project

Recommendation: That Council approve the Fourth Amended Employment Agreement with City Manager, Tim Kiser.

7. Public Works purchase of WWTP grit removal equipment at a total cost of \$152,300.14

CEQA: Not a project

Recommendation: Council to authorize the Utilities Director to purchase WWTP grit removal equipment from MISCOWater

- ~~8. Memorandum of Understanding between the City of Grass Valley and County of Nevada Environmental Health Department for inspection services related to SB 1383.~~

~~**CEQA:** Not a Project~~

~~**Recommendation:** That Council 1) review the attached Memorandum of Understanding (MOU) with the County of Nevada; 2) adopt Resolution No. 2023-63 approving the Memorandum of Understanding ("MOU") between the County of Nevada~~

~~(“County”) and the City of Grass Valley (“City”); and 3) authorize the Mayor execute MOU, subject to legal review.~~

- ~~9. Resolution to execute a contract with Northern Sierra Air Quality Management District and accept AB 2766 DMV Surcharge Funds.~~

~~**CEQA:** Not a Project~~

~~**Recommendation:** That Council 1) review the attached contract with Northern Sierra Air Quality Management District (NSAQMD); 2) adopt Resolution No. 2023-64 accepting the contract between NSAQMD and the City of Grass Valley; and 3) authorize the City Manager to be delegated the authority to conduct all negotiations, sign and submit all documents, including, but not limited to applications agreements, amendments, and payment request, which may be necessary for the completion of the grant scope, subject to legal review.~~

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

BRIEF REPORTS BY COUNCIL MEMBERS

Councilmember Branstrom attended the ERC Summit, dedication of the Historical Plaques at Memorial Park, a Cal Cities Round Table, visiting Mill Street numerous times, Howl-o-ween parade. Councilmember Ivy attended a Rural Conversation Committee Meeting, a meeting with the county to discuss biomass facility, NCTC meeting, and the Ruby Bridges walk to school. Councilmember Caravelli attended the ERC summit, Memorial Plaque Ceremony, Safe Trick or Treat, Halloween Dog Parade, and the Day of the Dead procession. Vice Mayor Hodge attended the NEO grand opening, the Dog parade, Day of the Dead event downtown, and Coffee with the Cops.

ADJOURN

Meeting adjourned at 8:07 pm.

Jan Arbuckle, Mayor

Taylor Day, City Clerk

Taylor Day

From: WIRELESS CALLER [REDACTED]
Sent: Tuesday, November 14, 2023 7:47 PM
To: Public Comments
Subject: Voice Mail (42 seconds)
Attachments: audio.mp3

Hello, this is Matthew Coulter. I'd like to pull number six from the consent agenda about the pay raise for Tim Kaiser, the city manager, and more discussion to be on with that because I'm really shocked. If you look at other city managers in the area, what they're making and what he's already making, it's a far higher proportion and that needs to be checked and it should be linked to performance also, which there's that would have him fired immediately. So yes, number six on the agenda like more talk about that, more the public, not just behind closed doors. Thank you.

You received a voice mail from [WIRELESS CALLER](#).

Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.

[Set Up Voice Mail](#)

Taylor Day

From: WIRELESS CALLER <[REDACTED]>
Sent: Tuesday, November 14, 2023 7:45 PM
To: Public Comments
Subject: Voice Mail (2 minutes and 4 seconds)
Attachments: audio.mp3

Hi this is Matthew Coulter calling in because the zoom is not working. So I would like you right now in the meeting to tell me the zoom address so I could try it and other people could try it, because the address that you gave me is not working. On a different note, the Brown Act and the paper agenda and the agenda packet is to be given to anyone that asked for it and writing. I have asked for it in writing multiple times. I have asked for it in writing again today at the Police Department, which the copy should be in your hands by now, and I expect to have a paper copy of the agenda and the agenda packet for each meeting that Grass Valley puts on. It's regulated by the Brown Act. That's they even gave you the page number to look it up. So I think you guys can figure it out. The crosswalks at either end of the Mill Street Mall are really, really dangerous. I talked with the Board of Supervisors representative about it and she assures me that something is going to be done about it because it is so dangerous and anyone that's a bit astray and recognizes this. If you're not a pedestrian, it's not a problem because you can just smoke people over without being hurt yourself. That seems to be what's going on in town. You can stand it any crosswalk, even when you've got the green signal. Lacrosse and cars will just push through. They will not let you use the crosswalk, even when it's marked. As for the pedestrian use with the green light. Hillary, I'm sorry, but you need a mask or you need to move away from the other people. You're probably making the entire room sick with this coughing. Very disheartening to see after going through COVID and everything we've gone through the lack of awareness that we now have. Thank you.

You received a voice mail from [WIRELESS CALLER](#).

Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.

[Set Up Voice Mail](#)

Taylor Day

From: WIRELESS CALLER <[REDACTED]>
Sent: Tuesday, November 14, 2023 3:55 PM
To: Public Comments
Subject: Voice Mail (47 seconds)
Attachments: audio.mp3

Hi, my name is Susan Brandt. I'm at 13784 Crawford Lane, Grass Valley, and I saw on the paper that it was going to be on the agenda to decide of giving Tim Keyser a raise, and I am all for that. I love that idea. I hope he gets it. In my interactions with him, he's always been responsive with the Shelter Animal Shelter project, and I love how he's been working to create them all for the city of Grass Valley. All very nicely done and I think well deserved. So I'm putting in my vote for a raise for Kim. OK, thank you very much. Bye, bye.

You received a voice mail from [WIRELESS CALLER](#).

Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.

[Set Up Voice Mail](#)



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

Title: Local Emergency Proclamation (Winter Storm of February 2023)

CEQA: Not a project

Recommendation: To continue the Winter Storm February 24th, 2023 to March 1st, 2023 proclamation declaring a Local State of Emergency

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 11/28/2023

Date Prepared: 11/21/2023

Agenda: Consent

Background Information: Due to conditions of extreme peril to the safety of persons and property have arisen within the City of Grass Valley, caused by the winter storm February 24th, 2023 to March 1st, 2023 which cut power, downed trees, blocked roads and created other hazards to health and human safety commencing at which time the City Council of the City of Grass Valley was not in session. The city found it necessary to proclaim the existence of a local emergency throughout the city.

On March 2nd, Tim Kiser, the Emergency Services Director, proclaimed an existence of a local emergency. On March 8th, 2023, at a special City Council Meeting council adopted Resolution 2023-07 confirming the Emergency Services Director's proclamation of a local emergency.

Council Goals/Objectives: This resolution executes portions of work tasks towards achieving/maintaining Strategic Plan - Public Safety. The City of Grass Valley is devoted to providing a safe Place to Live, Work, and Play.

Fiscal Impact: The City will be requesting reimbursement for repair costs from the California Office of Emergency Services. If approved, costs would be reimbursable around 75% and sufficient General Funds exist to cover any shortfall.

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager



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

Title: Local Emergency Proclamation (Drought Conditions)

CEQA: Not a Project.

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 11/28/2023

Date Prepared: 11/21/2023

Agenda: Consent

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

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

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

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

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

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager



City of Grass Valley City Council Agenda Action Sheet

Title: Memorandum of Understanding between the City of Grass Valley and County of Nevada Environmental Health Department for inspection services related to SB 1383.

CEQA: Not a Project

Recommendation: That Council 1) review the attached Memorandum of Understanding (MOU) with the County of Nevada; 2) adopt Resolution No. 2023-63 approving the Memorandum of Understanding (“MOU”) between the County of Nevada (“County”) and the City of Grass Valley (“City”); and 3) authorize the Mayor to execute MOU, subject to legal review.

Prepared by: Zac Quentmeyer, Deputy Public Works Director

Council Meeting Date: November 28, 2023

Date Prepared: November 21, 2023

Agenda: Consent

Background Information: Senate Bill 1383 Regulations require cities and counties, among other things, to implement programs requiring organic waste generators and waste haulers to meet minimum standards for organic waste collection services, inspect waste containers for prohibited contamination of materials, provide education and outreach information to organic waste generators, report to CalRecycle on compliance with the SB 1383 Regulations, and maintain records of compliance with the SB 1383 Regulations. Nevada County Environmental Health Department currently performs annual health inspections Commercial Edible Food Generators and food recovery organizations within City limits. The purpose of the MOU would be to allow the Nevada County Environmental Health Department to inspect for SB 1383 compliance requirements during their annual health and safety compliance inspections of commercial business within the City.

Attached is the draft MOU for Council review and information.

Council Goals/Objectives: The execution of this action attempts to achieve Strategic Goal #5 - High Performance Government and Quality Service.

Fiscal Impact: Execution of MOU will result in a cost savings by reducing staff time required to meet SB1383 compliance requirements.

Funds Available: N/A

Account #: N/A

Reviewed by: Tim Kiser, City Manager

Attachments: Resolution 2023-63

Resolution Number: 2023-63**RESOLUTION OF THE CITY OF GRASS VALLEY ADOPTING A MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE COUNTY OF NEVADA (“COUNTY”) AND THE CITY OF GRASS VALLEY (“CITY”) REGARDING IMPLEMENTATION OF SB 1383**

WHEREAS, SB 1383 (Chapter 395, Statutes of 2016) requires the California Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025, which regulations have been finalized and are now in effect (Division 7 of Title 14 of the California Code of Regulations) (the “SB 1383 Regulations”); and

WHEREAS, the SB 1383 Regulations require cities and counties, among other things, to implement programs requiring organic waste generators and waste haulers to meet minimum standards for organic waste collection services, inspect waste containers for prohibited contamination of materials, provide education and outreach information to organic waste generators, report to CalRecycle on compliance with the SB 1383 Regulations, and maintain records of compliance with the SB 1383 Regulations; and

WHEREAS, Section 18981.2(b)(2) of the SB 1383 Regulations authorizes the City to enter into a Memorandum of Understanding (“MOU”) with the County to fulfill its responsibilities under SB 1383; and

WHEREAS, pursuant to Section 18981.2(c), the City remains ultimately responsible for compliance with the requirements of the SB 1383 Regulations as to the City’s territory; and

WHEREAS, the Environmental Health Department of Nevada County is authorized to annually inspect commercial businesses in the City pursuant to Health & Safety Code sections 25511, 26250, 112040, and 114390; and

WHEREAS, the Parties wish to enter into this MOU to establish roles and responsibilities to implement the SB 1383 Regulations the County will assume on the City’s behalf under this MOU’s terms and conditions.

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

1. The above recitals are true and correct and are a substantive part of this Resolution.

2. The City of Grass Valley approved the attached Memorandum of Understanding with County of Nevada regarding implementation of SB 1383.

Approved and adopted the 28th day of November 2023.

I, the undersigned, hereby certify that the foregoing Resolution Number 2023 - 63 was duly adopted by the City Council following a roll call vote:

AYES: Councilmember
 NOES: Councilmember
 ABSENT: Councilmember
 ABSTAIN: Councilmember

ATTEST:

 Jan Arbuckle, Mayor

 Taylor Day, City Clerk

APPROVED AS TO FORM:

 Michael G. Colantuono, City Attorney

**Memorandum of Understanding
Between the County of Nevada
and
the City of Grass Valley Regarding
Implementation of SB 1383**

This Memorandum of Understanding (“MOU”) is made this ___ day of _____, 2023 (the “Effective Date”) by and between the County of Nevada, a political subdivision of the State of California (the “County”), and the City of Grass Valley, a charter city (the “City”) (collectively, the “Parties”), with respect to the following:

RECITALS

WHEREAS, Senate Bill 1383 (Chapter 395, Statutes of 2016) (“SB 1383”) requires the California Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025, which regulations have been finalized and are now in effect (Division 7 of Title 14 of the California Code of Regulations) (the “SB 1383 Regulations”); and

WHEREAS, the SB 1383 Regulations require cities and counties, among other things, to implement programs requiring organic waste generators and waste haulers to meet minimum standards for organic waste collection services, inspect waste containers for prohibited contamination of materials, provide education and outreach information to organic waste generators, report to CalRecycle on compliance with the SB 1383 Regulations, and maintain records of compliance with the SB 1383 Regulations; and

WHEREAS, the County has adopted Ordinance No. ____, which implements and meets the requirements of the SB 1383 Regulations; and

WHEREAS, Section 18981.2(b)(2) of the SB 1383 Regulations authorizes the City to enter into a Memorandum of Understanding (“MOU”) with the County to fulfill its responsibilities under SB 1383; and

WHEREAS, pursuant to Section 18981.2(c), the City remains ultimately responsible for compliance with the requirements of the SB 1383 Regulations as to the City’s territory; and

WHEREAS, the Environmental Health Department of Nevada County is authorized to annually inspect commercial businesses in the City pursuant to Health & Safety Code sections 25511, 26250, 112040, and 114390; and

WHEREAS, the Parties wish to enter into this MOU to establish roles and responsibilities to implement the SB 1383 Regulations the County will assume on the City’s behalf under this MOU’s terms and conditions.

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. **Term.** This MOU shall commence on the Effective Date and remain in full force and effect until terminated as provided herein.

2. **Definitions.** The terms below are defined as follows and any other terms used but not defined herein shall have the meaning set forth in the SB 1383 Regulations, Section 17402 of Title 14 of the California Code of Regulations, or Section 18815.2 of Title 14 of the California Code of Regulations:

- (a) “CalRecycle” or “Department” means the California State Department of Resources Recycling and Recovery.
- (b) “City” means the City of Grass Valley.
- (c) “County” means the County of Nevada.
- (d) “Edible Food” means food intended for human consumption.
- (e) “Generator(s)” means a person or entity responsible for the initial creation of Organic Waste.
- (f)
- (g) “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). “Biosolids” and “digestate” are as defined by 14 CCR Section 18982(a).
- (h) “SB 1383 Regulations” means Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations.

3. Responsibilities of the County.

(a) **Inspections of Commercial Edible Food Generators.** Beginning [date], the County shall annually inspect Tier I Commercial Edible Food Generators, food recovery organizations, and food recovery services within the City as necessary to comply with Section 18995.1(a)(2) of the SB 1383 Regulations. The County may inspect a random sample of food recovery entities or prioritize inspections of entities it determines are more likely to be noncompliant, provided the manner of selection satisfies the SB 1383 Regulations' requirements. Beginning [date], the County shall also annually inspect Tier II Commercial Edible Food Generators within the City as necessary to comply with Section 18995.2(a)(2) of the SB 1383 Regulations. The County may adjust the frequency or number of inspections from time to time in its discretion or if CalRecycle requires.

(b) **Inspection Reports.** The County agrees to provide the City with accurate documentation and reports, compliant with SB 1383, regarding inspection services provided by the County, which shall include, but is not limited to, a list of edible food generators not in compliance with the requirements of commercial edible food generators as described in 14 Cal. Code of Reg. § 18991.3.

(c) **Reporting and recordkeeping.** The County shall prepare and submit the reports required pursuant to Section 18992.2 of the SB 1383 Regulations on Edible Food recovery capacity planning requirements. The County shall submit the required reports in accordance with the schedule established in Section 18992.3 of the SB 1383 Regulations.

4. Responsibilities of the City.

(a) **Compliance.** Except for those responsibilities and requirements expressly assumed by the County pursuant to this MOU, the City shall be responsible for compliance with the SB 1383 Regulations, as applicable.

(b) **Sharing of information.** Within 30 days of request by the County, or as soon as such information is available to the City, the City shall share with the County all data, documents, contact information for Commercial Edible Food Generators within the City, and any other information necessary for the County to fulfill its responsibilities under this MOU.

(c) **Enforcement.** The City shall be responsible for all enforcement of the SB 1383 Regulations within its boundaries. The County's role in seeking compliance with the SB 1383 Regulations will be limited to conducting inspections as specifically described in this MOU.

5. **Indemnification/Hold Harmless.** The County shall indemnify, defend, and hold harmless the City, its officials, consultants, agents, and employees from and against any and all losses, damages, liability, claims, suits, costs and expenses,

including reasonable attorney’s fees, arising from, in connection with, or related to the County’s performance of this MOU, with the exception of matters that are based upon the gross negligent or intentional acts or omissions of the City, its officials, consultants, agents and/or employees. The City shall also indemnify, defend, and hold harmless the County, its Board of Supervisors, officials, consultants, agents, and employees from and against any and all losses, damages, liability, claims, suits, costs and expenses, including reasonable attorney’s fees, arising from, in connection with, or related to the City’s performance of this MOU, with the exception of matters that are based upon the gross negligent or intentional acts or omissions of the County, its officials, consultants, agents and/or employees.

6. **Termination.** The City may terminate this MOU upon 180 calendar days’ written notice to the County. Further, the County may terminate this MOU upon 365 calendar days’ written notice to the City or such shorter period as the Parties may agree. Upon termination of this MOU, the Parties shall have no further obligations under this MOU.

7. **Notice.** During the term of this MOU, all notices shall be made in writing and either served personally, sent by first class mail, or sent by email provided confirmation of delivery is obtained promptly following email transmission, addressed as follows:

To: City

City of Grass Valley
 Attention: City Manager
 125 E. Main St.
 Grass Valley, CA 95945
 Telephone Number: 530-274-4312
 Email: timk@cityofgrassvalley.com

To: County

Nevada County
 Attention: Environmental Health Director
 950 Maidu Ave. Suite 170
 Nevada City, CA 95959
 Telephone Number: 530-265-1411
 Email: env.health@nevadacountyca.gov

Each Party may change the addresses to which notice are to be given by providing the other Party written notice of such change at least 15 calendar days before the change is effective.

Service of notices shall be deemed complete on the date of receipt if personally served or if served using email provided confirmation of delivery is obtained promptly following email transmission. Service of notices sent by first class mail shall be deemed complete on the fifth calendar day following deposit in the United States Mail.

8. **Governing Law and Venue.** This MOU shall be governed by and construed in accordance with California law. Venue in any action arising out of this MOU shall be in the Nevada County Superior Court.

9. **Amendment.** This MOU and any exhibit added by amendment may be amended only by a writing signed by both Parties and any other purported amendment shall be of no force or effect. This MOU may be amended from time to time to modify its provisions and/or add responsibilities for one or both Parties.

10. **Entire Agreement.** This MOU and any exhibit added by subsequent amendment constitute the entire agreement between the County and the City and supersedes all prior negotiations, representations, or agreements related hereto, whether written or oral as to its subject.

11. **Severability.** If any provision of this MOU is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in duplicate on the day and year first above written.

COUNTY OF NEVADA, a political subdivision of the State of California:

By: _____
Ed Scofield
Chair, Board of Supervisors

APPROVED AS TO FORM:

By: _____
Katharine L. Elliott
County Counsel

ATTEST:

By: _____
Clerk, Board of Supervisors

CITY OF GRASS VALLEY, a municipal corporation:

By: _____
Jan Arbuckle
Mayor, City of Grass Valley

APPROVED AS TO FORM:

By: _____
Michael G. Colantuono
City Attorney

ATTEST:

By: _____
Taylor Day, City Clerk



City of Grass Valley City Council Agenda Action Sheet

Title: Resolution to execute a contract with Northern Sierra Air Quality Management District and accept AB 2766 DMV Surcharge Funds.

CEQA: Not a Project

Recommendation: That Council 1) review the attached contract with Northern Sierra Air Quality Management District (NSAQMD); 2) adopt Resolution No. 2023-64 accepting the contract between NSAQMD and the City of Grass Valley; and 3) authorize the City Manager to be delegated the authority to conduct all negotiations, sign and submit all documents, including, but not limited to applications agreements, amendments, and payment request, which may be necessary for the completion of the grant scope, subject to legal review.

Prepared by: Zac Quentmeyer, Deputy Public Works Director

Council Meeting Date: November 28, 2023

Date Prepared: November 21, 2023

Agenda: Consent

Background Information: In May of 2023, Northern Sierra Air Quality Management District solicited grant applications for AB 2766 DMV Surcharge Funds. The City submitted a successful application requesting \$50,000 for a project to purchase a tractor to be utilized by the Public Works Department. This project consists of replacing two John Deere tractors (JD955 and JD301-A) with a new 4052M Heavy Duty John Deere tractor. The primary objective of the project is to reduce emissions and increase staff efficiencies by replacing two outdated tractors with a new tractor capable of performing the same task as both replacement tractors. This project would include retiring one John Deere 301A diesel tractor, approximately 45 years old, and one John Deere 955 diesel tractor, approximately 30 years old. One John Deere 4052M Heavy Duty Compact Utility tractor would be purchased to replace the functionality of the retired tractors. The city utilizes tractors for leveling, aerating turf, spreading seed and fertilizer, snow removal, post hole digging, trenching and material mobilization. Attached is the contract for Council review and information.

Council Goals/Objectives: The execution of this action attempts to achieve Strategic Goal #5 - High Performance Government and Quality Service.

Fiscal Impact: \$50,000 of the total project cost (\$61,976.57) will be covered by grant funds. City funds will cover the remaining cost (\$11,976.57).

Funds Available: Yes

Account #: 100-501-51020

Reviewed by: Tim Kiser, City Manager

Attachments: Resolution 2023-64

Resolution Number: 2023-64

RESOLUTION OF THE CITY OF GRASS VALLEY APPROVING A CONTRACT BETWEEN NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT (“DISTRICT”) AND THE CITY OF GRASS VALLEY (“CITY”) TO ACCEPT SB 2766 DMV SURCHARGE FUNDS

WHEREAS, the California Clean Air Act requires local air pollution control districts to reduce emissions from motor vehicles; and

WHEREAS, AB 2766, codified in California Health and Safety Code §44223, authorizes districts to impose a fee of up to four dollars upon certain registered motor vehicles within the district, and the Governing Board of the DISTRICT has imposed said fee (\$4 per vehicle in Nevada and Plumas Counties and \$2 per vehicle in Sierra County); and

WHEREAS, said legislation requires the DISTRICT to use said funds for activities to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, CITY has proposed a project that meets the eligibility criteria for funding approved by the DISTRICT, which is consistent with the goals of Health and Safety Code §44220 through §44247; and

WHEREAS, CITY represents that it is willing and able to perform the activities set forth herein.

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

1. The above recitals are true and correct and are a substantive part of this Resolution.
2. The City of Grass Valley approves the attached contract with Northern Sierra Air Quality Management District accepting SB 2766 DMV Surcharge Funds.

Approved and adopted the 28th day of November 2023.

I, the undersigned, hereby certify that the foregoing Resolution Number 2023 - 64 was duly adopted by the City Council following a roll call vote:

AYES: Councilmember

NOES: Councilmember

ABSENT: Councilmember

ABSTAIN: Councilmember

ATTEST:

Jan Arbuckle, Mayor

Taylor Day, City Clerk

APPROVED AS TO FORM:

Michael G. Colantuono, City Attorney

Agreement No. [AB 2024-04](#)

AGREEMENT

This Agreement is made and entered into this 1st day of **January, 2024**, by and between the Northern Sierra Air Quality Management District, a unified air pollution control district formed pursuant to California Health and Safety Code §40150, et seq. (the "DISTRICT"), and the [City of Grass Valley](#) (the "CONTRACTOR").

RECITALS:

WHEREAS, the California Clean Air Act requires local air pollution control districts to reduce emissions from motor vehicles; and

WHEREAS, AB 2766, codified in California Health and Safety Code §44223, authorizes districts to impose a fee of up to four dollars upon certain registered motor vehicles within the district, and the Governing Board of the DISTRICT has imposed said fee (\$4 per vehicle in Nevada and Plumas Counties and \$2 per vehicle in Sierra County); and

WHEREAS, said legislation requires the DISTRICT to use said funds for activities to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, DISTRICT staff reviews proposals for eligible projects for the purpose of making funding recommendations to the Governing Board of the DISTRICT; and

WHEREAS, on **October 23, 2023**, after holding a public meeting and considering the recommendations of DISTRICT staff, the DISTRICT Board of Directors approved funding for this project; and

WHEREAS, CONTRACTOR has proposed a project that meets the eligibility criteria for funding approved by the DISTRICT, which is consistent with the goals of Health and Safety Code §44220 through §44247; and

WHEREAS, CONTRACTOR represents that it is willing and able to perform the activities set forth herein.

NOW, THEREFORE, based on their mutual promises, covenants, and conditions, the parties hereby agree as follows:

1. **PROJECT**

CONTRACTOR shall perform all activities and work necessary to complete the project: **Replacement of two uncontrolled diesel tractors with a Tier 4 Final diesel tractor**, as set forth in the proposal, which is attached hereto and incorporated herein as Exhibit A. CONTRACTOR agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, in a professional, the services described herein. CONTRACTOR represents that CONTRACTOR has the expertise necessary to adequately perform the project specified in said Exhibit A.

In the event of any conflict between or among the terms and conditions of this Agreement, the exhibits incorporated herein, and the documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority:

1. The text of this Agreement;
2. Exhibit A to this Agreement; and
3. The "AB 2766 DMV Surcharge Fund Program RFP" prepared by the DISTRICT and dated **June 26, 2023** and
4. The "AB 2766 DMV Surcharge Fund Program Project Guidance.

2. **PERIOD OF PERFORMANCE/TIMETABLE**

CONTRACTOR shall commence performance of work and produce all work product in accordance with the work schedule and deadlines for performance identified in Exhibit A, which is attached hereto and incorporated herein, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement. In addition, the CONTRACTOR shall make arrangements with the DISTRICT to receive Project Guidance training from the DISTRICT for any CONTRACTOR's Program Manager assigned to the project during the term of the Agreement.

The CONTRACTOR shall submit regular progress reports, at intervals set forth in the Project Guidance or as otherwise requested by the DISTRICT, detailing the work performed during the current reporting period; work planned for the next reporting period; problems identified, solved, and the percentage of each task completed. CONTRACTOR shall provide DISTRICT with a comprehensive final written report prior to final reimbursement payment. Said final report shall be complete and shall document the work

performed under this Agreement, the emissions reduction achieved (if applicable), as calculated using the methodologies and format required by the DISTRICT and shall report all co-funding and in-kind contributions actually received.

3. COMPENSATION

In no event shall the total obligation of the DISTRICT under this Agreement exceed **\$50,000 for Exhibit A**. Compensation shall be for work completed in accordance with this agreement, starting **January 1, 2024**, and continuing through the term of this agreement, ending **December 31, 2024**.

CONTRACTOR shall obtain through other sources sufficient additional monies (co-funding) to fund the total cost of the project as outlined in Exhibit A. Satisfactory written evidence of such funding commitments shall be provided to DISTRICT prior to the release by DISTRICT of any funds under this Agreement, with the exception of user fee revenue. In the event funding from other sources for the balance of the cost of the project, as outlined in Exhibit A, is not received by CONTRACTOR, DISTRICT reserves the right to terminate or renegotiate this Agreement. In that event, if requested by the DISTRICT, CONTRACTOR shall return any DISTRICT funds advanced. All co-funding and in-kind contributions must be documented as they are received, in accordance with generally accepted accounting principles. The value assigned to in-kind contributions must be consistent with the market value of the goods or service being donated. Co-funding in the form of fee revenue must be documented as it is received (e.g. receipts log for cash), in accordance with generally accepted accounting principles. Fee revenue should normally be used to offset operating expenses or otherwise accrued per the proposal.

A. PAYMENTS: Advance payments shall not be permitted. The DISTRICT shall reimburse CONTRACTOR monthly (or quarterly), in arrears, after receipt of a reimbursement request that includes all documentation necessary to verify expenses were incurred, in compliance with the requirements listed in the *Project Guidance*, and the DISTRICT has approved payment. Reimbursement requests shall be mailed to Northern Sierra Air Quality Management District, Attention: Joe Fish.

Payment shall be made to CONTRACTOR by the DISTRICT upon submission and

evaluation of the CONTRACTOR'S invoice, documentation, and period report. Said invoice shall set forth the work completed pursuant to this Agreement, broken down by work tasks, in compliance with the *Project Guidance*. Allowable expenditures under this Agreement are specifically established and included in Exhibit A attached hereto and incorporated herein.

Upon receipt of proper documentation, and verification that CONTRACTOR has satisfactorily completed the work agreed to and for which compensation is sought, DISTRICT will issue payment to CONTRACTOR within thirty (30) calendar days.

The amount to be paid to CONTRACTOR under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any. The CONTRACTOR shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.

Concurrently with the submission of any invoice for payment, CONTRACTOR shall certify (by providing copies of invoices issued, checks, receipts, or other documentation) that complete payment has been made to any and all subcontractors conducting any portion of the work of this contract.

No administrative costs are to be reimbursed for the work performed. Administrative costs must be borne by outside source funding or provided as "in-kind" contributions. Administrative costs, as used herein, are defined as overhead costs (e.g. salaries and benefits, and services and supplies of the administrative officer(s), legal personnel, maintenance and finance departments; of the governing body; and some secretarial support) that are **NOT** chargeable directly to a specific project or program or operating function, but are charged proportionately to the department or functions that do directly charge to a project or program. Indirect costs include administrative costs. Thus, direct costs for labor charged to a project must not include a portion that is administrative as defined above.

It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne exclusively by CONTRACTOR.

B. Surplus Funds: Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement by the project completion date shall automatically revert to the DISTRICT. Only expenditures incurred by the CONTRACTOR in the direct performance of this Agreement will be reimbursed by the DISTRICT. Allowable expenditures under this Agreement are specifically established and included in

Exhibit A, attached hereto and incorporated herein.

4. NON-ALLOCATION OF FUNDS

The terms of this Agreement and the services to be provided thereunder are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving the CONTRACTOR thirty (30) days' prior written notice.

5. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees, will at all times be acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the DISTRICT. Furthermore, DISTRICT shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, DISTRICT shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to DISTRICT employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, itself and save DISTRICT harmless from all matters relative to payment of CONTRACTOR'S employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the DISTRICT or to this Agreement.

6. COMPLIANCE WITH ALL LAWS CONTRACTOR and DISTRICT shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the matters which are the subject of this agreement, and contractors shall maintain all necessary permits or licenses for the duration of this

agreement.

7. TERMINATION

A. Breach of Agreement: The DISTRICT may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the DISTRICT there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to the DISTRICT; or
4. Improperly performed services.

In no event shall any payment by the DISTRICT constitute a waiver by the DISTRICT of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to the DISTRICT with respect to the breach or default. The DISTRICT shall have the right to demand of the CONTRACTOR the repayment to the DISTRICT of any funds disbursed to the CONTRACTOR under this Agreement which in the judgment of the DISTRICT were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, DISTRICT may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

B. Without Cause: Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days' advance, written notice of intention to terminate. In such case, the CONTRACTOR shall, subject to paragraph 3, be paid the reasonable value of all services satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon such termination, all the work product produced by CONTRACTOR shall be promptly delivered to the DISTRICT.

8. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties.

9. NON-ASSIGNMENT

Neither party shall assign, transfer, or subcontract this Agreement, nor their rights or duties under this Agreement, without the prior, express, written consent of the other party. CONTRACTOR shall provide a written request to the DISTRICT for consent on any such changes described above. Contractor shall provide to the DISTRICT as much advance notice on developments related to such changes described above as is reasonably possible.

10. INDEMNIFICATION

CONTRACTOR agrees to indemnify, save, hold harmless, and at DISTRICT'S request, defend the DISTRICT, its boards, committees, representatives, officers, agents, and employees from and against any and all damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) occurring or resulting to DISTRICT which arise from any negligent or wrongful acts or omissions of CONTRACTOR, its officers, agents, subcontractors, or employees in their performance of this Agreement, and from any and all damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage), occurring or resulting to any person, firm, corporation, or entity who may be injured or damaged when such injury or damage arises from any negligent or wrongful acts, or omissions of CONTRACTOR, its officers, agents, subcontractors, or employees in their performance of this Agreement.

11. INSURANCE

A. Without limiting the DISTRICT'S right to indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement:

1. Commercial general liability insurance with minimum limits of coverage in the amount of One Million Dollars (\$1,000,000) per occurrence;
2. Commercial automobile liability insurance which covers bodily injury and property damage with a combined single limit with minimum limits of coverage in the amount of One Million Dollars (\$1,000,000) per occurrence;

3. Workers compensation insurance in accordance with California law.

B. Such insurance policies shall name the DISTRICT, its officers, agents, and employees, individually and collectively, as additional insured (except worker's compensation insurance). Such coverage for additional insured shall apply as primary insurance, and any other insurance maintained by the DISTRICT, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CONTRACTOR'S policies herein. This insurance shall not be canceled or changed without a minimum of thirty (30) days' advance, written notice given to the DISTRICT.

C. Prior to the commencement of performing its obligations under this Agreement, CONTRACTOR shall provide certificates of insurance on the foregoing policies, as required herein, to the DISTRICT, showing that the coverage meets all of the requirements described above.

D. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the DISTRICT may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

E. If the CONTRACTOR is a government entity, then it may self-insure such of those risks identified above under the same terms and conditions set forth above.

12. AUDITS AND INSPECTIONS

CONTRACTOR shall keep full books and records relating to work required by this contract. CONTRACTOR shall at any time during regular business hours, and as often as DISTRICT may deem necessary, make available to DISTRICT for examination all of its records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, and upon request by DISTRICT, permit DISTRICT to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

CONTRACTOR shall be subject to an audit by DISTRICT or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of air pollution as provided in AB 2766 and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, DISTRICT makes a determination that funds provided CONTRACTOR pursuant to this Agreement were not

spent in conformance with this Agreement, or AB 2766 or any other applicable provisions of law, CONTRACTOR agrees to immediately reimburse to DISTRICT all funds determined to have been expended not in conformance with said provisions.

Contractor shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code §10532).

13. NOTICES

The persons and their addresses having authority to give and receive notices under this agreement are as follows:

CONTRACTOR	DISTRICT
City of Grass Valley	Northern Sierra AQMD
Attn: Zac Quentmeyer	Attn: Julie Hunter, Executive Director
125 E. Main Street	P.O. Box 2227
Grass Valley, CA 95945	Portola CA, 96122

Any and all notices between the DISTRICT and the CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal services, when deposited in the United States mail, postage prepaid, addressed to such party.

14. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

15. LOBBYING PROHIBITED

None of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California or any local agency.

16. CONFLICT OF INTEREST

No officer, employee, or agent of the DISTRICT shall have any direct or indirect

personal financial interest in this Agreement. CONTRACTOR shall comply with all federal and state conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of the DISTRICT.

17. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California. Venue for any action arising out of this Agreement shall only be in Nevada County, California.

18. BINDING ON SUCCESSORS

This Agreement, including all covenants and conditions contained herein, shall be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

19. TIME IS OF THE ESSENCE

It is understood that for CONTRACTOR'S performance under this Agreement, time is of the essence. The parties reasonably anticipate that CONTRACTOR will, to the reasonable satisfaction of the DISTRICT, complete all activities provided herein within the time schedule outlined in the attachments to this Agreement, provided that CONTRACTOR is not caused unreasonable delay in such performance.

20. DATA OWNERSHIP

Upon termination or expiration of this Agreement, all data which is received, collected, produced, or developed by CONTRACTOR shall be delivered to the DISTRICT. Contractor shall be allowed to retain a copy of any non-confidential data received, collected, produced, or developed by CONTRACTOR under this Agreement subject to the DISTRICT'S exclusive ownership rights stated herein. Accordingly, CONTRACTOR shall, if requested, surrender to DISTRICT all such data which is in its possession (including its subcontractors, or agents), without any reservation of right of title, not otherwise enumerated herein.

DISTRICT shall have the right at reasonable times during the term of this Agreement to inspect and reproduce any data received, collected, produced, or developed by

CONTRACTOR under this Agreement. No reports, professional papers, information, inventions, improvements, discoveries, or data obtained, prepared, assembled, or developed by the CONTRACTOR, pursuant to this Agreement, shall be released or made available (except to the DISTRICT) without prior, express written approval of the DISTRICT while this Agreement is in force.

21. NO THIRD-PARTY BENEFICIARIES

Notwithstanding anything else stated to the contrary herein, it is understood that CONTRACTOR'S services and activities under this Agreement are being rendered only for the benefit of DISTRICT, and no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement. All third party involvement shall relate to a bona fide air quality benefit, otherwise, the third party must be a co-funder, contributing at least a proportionate value for the benefit they are receiving.

22. OWNERSHIP OF EMISSIONS REDUCTIONS

All emissions reductions achieved by the project are the property of the DISTRICT. The CONTRACTOR has no legal rights to any emissions reductions credits that may be generated as a result of the project. Emissions reductions from funded projects are not transferable and may not be used as emissions offsets.

23. CONTRACTOR'S REPRESENTATION

CONTRACTOR shall present proof of license to do business in the state of California or provide other certification proving the contractor is a legal business entity. Proof shall also be provided showing that the person signing the agreement on behalf of the CONTRACTOR is duly authorized to enter into a binding legal agreement.

24. SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CONTRACTOR and DISTRICT with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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

CONTRACTOR:
City of Grass Valley

By: _____
Signing Authority

Print Name and Title (Signing Authority)

Date: _____

Tax I.D. No. _____

DISTRICT:
Northern Sierra AQMD

By: _____
Paul Roen, Chair

Date: _____

By: _____
Julie Hunter, Executive Director

Date: _____



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

Title: Close City Hall to the Public the week of 12/25-1/1

CEQA: Not a project

Recommendation: That Council approve the motion to close the City Hall office to the public during the week between Christmas and New Years (12/25-1/1) and resume normal operating hours on Tuesday, January 2nd to allow for flexible staff schedules during this period.

Prepared by: Taylor Day, City Clerk

Council Meeting Date: 11/28/2022

Date Prepared: 11/21/2022

Agenda: Consent

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

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

Fiscal Impact: N/A.

Funds Available: N/A

Account #: N/A

Reviewed by: __ City Manager

Attachments:



City of Grass Valley City Council Agenda Action Sheet

Title: Application to the Nevada County Landmarks Commission for consideration of establishing Memorial Park as an Historic Landmark.

CEQA: The project is exempt from review under the California Environmental Quality Act (CEQA) by the “common sense” rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

Recommendation: That Council direct staff to complete an application to the Nevada County Landmarks Commission for consideration of establishing Memorial Park as an Historic Landmark and authorize the expenditure of up to \$2,000 for the erection of a plaque at a centralized location within the park.

Prepared by: Amy Wolfson, City Planner

Council Meeting Date: November 28, 2023 **Date Prepared:** November 20, 2023

Agenda: Consent

Background Information: Memorial Park currently exhibits five existing war-memorial plaques honoring those who served our country in the armed forces. However, there is no historical landmark designation or plaque honoring the establishment of the park itself. The Nevada County Historic Landmark Commission assists in identifying historical sites within Nevada County that are worthy of landmark designation after an application request is made.

The Grass Valley Historical Commission has requested that the city consider the submission of an application to the Landmarks Commission to establish Memorial Park as an historic landmark. The Historical Commission has also recommended draft language for a plaque to accompany the designation to be considered by City Council and the Landmarks Commission. The Historical Commission prefers that the plaque be centrally located and suggested the retaining wall along the pool and parking lot, but indicated the final decision is best left to the Public Works Department and City Council.

Once an application is processed by the Landmarks Commission, staff will return to council with a recommendation on location and final wording of the plaque.

Council Goals/Objectives: Direction to pursue an application for the designation of Memorial Park this ordinance supports the 2022 Strategic Plan Update, Goal #1: The City of Grass Valley is dedicated to promoting programs and projects that improve livability and enhance the character and charm of Grass Valley.

Fiscal Impact: There is no fee associated with the Landmarks application, and the cost of the plaque is not expected to exceed \$2,000

Funds Available: Not in the current budget

Account #: TBD

Reviewed by: ___ City Manager

Attachments: Draft Proof of Plaque

MEMORIAL PARK: GRASS VALLEY'S GREATEST ASSET

At noon on November 11, 1921, bells tolled throughout the City of Grass Valley as over two thousand residents and visitors gathered to attend the opening of Memorial Park. Presided over by Jim Tyrrell, Secretary of the Chamber of Commerce, the ceremony celebrated an unprecedented act of community philanthropy and collaboration that transformed an abandoned pear orchard into a park that would come to be known as the city's greatest asset. The park honored the community's some 450 World War I service members and memorialized its war dead, provided residents with opportunities for recreation and community gatherings and created a destination for automobile tourism. Completed in just under a year, the park was built through the financial generosity, time, and talents of countless volunteers from all walks of life and social positions. No city funds or taxes were used. Visitors arriving at the park found a lushly planted memorial grove to honor the war dead, picnic grounds, a spacious pool with changing rooms, tennis courts, a children's playground, a creek stocked with trout, a baseball diamond, a community building, and a travel campground with cottages. Inspired by the park's centennial in 2021 the City of Grass Valley's Historical Commission initiated the creation of this Centennial Courtyard to tell the story of the community's collective act of remembrance and renewal that built Memorial Park. Still enjoyed today by residents and visitors alike, the ever-evolving park keeps alive the motto of the 1921 building campaign, In Memory of the Past, We Build for the Future.



GRASS VALLEY
A PLACE TO LIVE AND THRIVE

Landmark Registered by Nevada County
2024 - NEV 24-0
Monument dedicated 2024 by the
Nevada County Historical Landmarks Commission
In cooperation with the City of Grass Valley



1851



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

Title: Approval of a Three-year Renewal Agreement with Dell for Citywide Microsoft Licensing, Utilizing the County of Riverside Agreement, in the Amount of \$63,796.65 Annually

CEQA: Not a project

Recommendation: Authorize the City Manager or designee to execute a three-year agreement with Dell in the amount of \$63,796.65 annually to pay for the City's annual Microsoft licensing and support (Attachment A).

Prepared by: Bradford Kalstein, IT Analyst

Council Meeting Date: 11/28/2023

Date Prepared: 11/21/2023

Agenda: Consent

Background Information: This is a services contract for Microsoft Product Licensing and Maintenance as described in the Riverside County Microsoft Enterprise Agreement (a cooperative purchasing agreement per 3.08.170 of the City's Centralized Purchasing System policy). The City of Grass Valley has used the Riverside Enterprise Agreement since 2017 to secure discounted pricing of Microsoft licensing. Riverside's sheer volume of licenses of Microsoft products used has allowed them to obtain a deep discount on these products. This discount is allowed to be passed on to other agencies within the state. The products and services in this annual licensing run the City's email system, some of our Data Center core systems, productivity software such as Word, Excel, and PowerPoint (both installed and online), video conferencing, SharePoint, and Security Products.

Staff and the City's contracted IT Managed Service Provider, Integral Networks, diligently reviewed this new contract to ensure the City is accurately licensed for all necessary components such as server licensing, user licensing, and security licensing. Due to a planned change to the telephone system the City is saving approx. \$20,000 over the 3 year period on this Microsoft contract renewal. This is because with the purchase of new phone handsets, the Microsoft telephone integration licensing can be removed. This savings will more than offset future hardware costs for replacement handsets.

Every year on the City's anniversary date, an annual true-up is performed which compares the actual number of licenses used by City staff against how many licenses the City has already purchased. The cost associated with this true-up includes the

license cost of these items as well as the Software Assurance for the remaining years on the agreement. Software Assurance provides the City with planning services to enable efficient deployment of licenses and solutions, in-person and online training for IT and end users, and rights to new software releases during the term of the agreement.

Council Goals/Objectives: High Performance Government & Quality Service

Fiscal Impact: Funding for the contract is already budgeted in the City's IT General Fund.

Funds Available: Yes

Account #: 100-105

Reviewed by: ____ City Manager

Attachments: Dell Quote



Dell Customer Confidential

Quotation

Sam Andrews
sam.andrews@dell.com
 512.720.4469

Microsoft Enterprise Agreement (EA) #: Renewal of 8533221 (exp 12/31/2023)
 Customer: City of Grass Valley

Date of Issue: 11/20/2023
 Quote Expires: 12/31/2023

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Section 1- Licenses and Software Assurance					
Product Description	Mfg#	Quantity	Unit Price	Ext. Price	
Win Server Standard Core ALng SA 16-core Lic	9EM-00267	3	\$ 150.55		\$451.65
					\$0.00
<i>Section 1 Subtotal</i>					<i>\$451.65</i>
Section 2- Monthly Subscriptions					
Product Description	Mfg#	Quantity	Months	Unit Price	Ext. Price
Azure Monetary Commitment - US Gov	J5U-00001	11	12	\$99.57	\$13,143.24
EMS G5 GCC Sub Per User	MQY-00001	124	12	\$14.25	\$21,204.00
Exchange Online P1 GCC Sub Per User	3MS-00001	15	12	\$2.98	\$536.40
O365 G1 GCC Sub Per User	U4S-00002	10	12	\$7.61	\$913.20
O365 G3 GCC Sub Per User	AAA-11894	110	12	\$20.13	\$26,571.60
O365 G5 GCC Sub Per User	T2N-00001	2	12	\$33.25	\$798.00
Power BI Pro GCC Sub Per User	DDJ-00001	2	12	\$7.44	\$178.56
Teams Shared Devices GCC Sub Per Device	KXJ-00001	0	12	\$5.95	\$0.00
Teams Phone Standard GCC Sub Per User	LK9-00003	0	12	\$5.95	\$0.00
					\$0.00
<i>Section 2 Subtotal</i>					<i>\$63,345.00</i>
Notes:					
Quoted on Riverside County/CCISDA/MISAC EA contract# PSA-0001524					Total Annual Payment <i>\$63,796.65</i>
Quote for future EA, coverage dates 1/1/2024 to 12/31/2026					Grand Total (3 years) <i>\$191,389.95</i>



City of Grass Valley City Council Agenda Action Sheet

Title: Purchase of a new Ladder Truck for the Fire Department.

CEQA: Not a project

Recommendation: That Council 1) Adopt Resolution No. 2023-65 approving the purchase of one (1) Ladder Truck from Fire Apparatus Solutions/KME Corporation in the amount of \$2,151,138.36; 2) approve the Fire Chief to enter into an agreement, upon legal review, for the purchase through our existing Sourcewell Master Contract for REV Group- KME #113021-RVG-3 and, 3) authorize the Finance Director to make necessary budgets adjustments or transfers.

Prepared by: Mark Buttron- Fire Chief

Council Meeting Date: 11/28/2023

Date Prepared: 11/15/2023

Agenda: Administrative

Background Information: Grass Valley operates the only Ladder Truck in Western Nevada County servicing all fire agencies and communities with its specialized capabilities. A ladder truck differs from a fire engine most notably by the 100 ft ladder on top of the vehicle essential for accessing multi story occupancies for fire and rescue emergencies, providing elevated water streams, and providing tools and equipment for complex incidents. Ladder Trucks generally have a 20 year service history with some used in a reserve status once being removed from front line service. In 2010 the city, through a series of grants, a bequest, and impact fees, purchased a ladder truck due to the limited capability of the previous ladder truck and its excessive maintenance history. This new truck was manufactured in 2009 as a demonstration model that toured the Country prior to our purchase. The truck has served the City well although its operational window and maintenance issues have shown the need for increased performance now available through technology and manufacturing advancements.

With the support of the Measure E Committee, staff request Council approval to enter a contract with Fire Apparatus Solutions, the KME authorized dealer for California, for one new ladder truck in the amount of \$1,962,616.00 and sales tax of \$168,522.00 for a total of \$2,151,138.36. Current build times for fire apparatus, including a new truck, are estimated at a minimum of 3 years for delivery. Entering a contract will save the city a known cost increase of \$106,897 on December 1st as well annual increases over the course of the agreement. The new ladder truck will be delivered when the current

truck is 16 years in service and 17 years on the road.

Upon arrival of the new truck, the old truck will be sold with proceeds returned to Measure E fund balance.

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

Fiscal Impact: The Ladder Truck purchase will be funded with Measure E funding which has been forecasted for expenditure / appropriation in FY 2026-27; and available fund balances expected to accrue over the next three years.

Funds Available: Yes- Future year funding **Account #:** 200-203-52050

Reviewed by: Tim Kiser, City Manager

Attachments: Resolution 2023-65
Fire Apparatus Solutions /KME Truck Quote
Fire Apparatus Solutions/KME Truck Sales Agreement
Sourcewell REV-KME Contract Information
Sourcewell Grass Valley Account

RESOLUTION NO. 2023-65

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
APPROVING THE PURCHASE OF A NEW LADDER TRUCK FOR THE FIRE
DEPARTMENT OF THE CITY OF GRASS VALLEY AND AUTHORIZING THE
FIRE CHIEF TO EXECUTE PURCHASING AGREEMENT**

WHEREAS, the City of Grass Valley desires to purchase a new ladder truck for the Fire Department of the City of Grass Valley to be delivered when its current ladder truck completes 16 years in service and 17 years on the road;

WHEREAS, section 3.08.170 of the Grass Valley Municipal Code (GVMC) authorizes the City of Grass Valley to participate in, use, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, or service with one or more public procurement units without complying with the requirements of GVMC sections 3.08.080, 3.08.090, or 3.08.100;

WHEREAS, the City of Grass Valley participates in a cooperative purchasing program with the public agency Sourcewell which includes Contract No. 113021-RVG-3 for emergency vehicles, fire trucks, and equipment;

WHEREAS, with the support of the City’s Measure E Committee, City staff recommends that the City purchase a new ladder truck from Fire Apparatus Solutions pursuant to Sourcewell Contract No. 113021-RVG-3.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grass Valley as follows:

1. **Recitals.** That the foregoing statements are true and correct.
2. **Authorization.** The City Council hereby authorizes the Fire Chief to enter into an agreement, subject to legal review, with Fire Apparatus Solutions for the purchase of a ladder truck in the amount of \$2,151,138.36. The City Manager and/or Director of Finance may exercise the authority granted to them by the Resolution No. 2023-45 and the General Budget of the City of Grass Valley for Fiscal Year 2023-2024 to make necessary budget adjustments or take other actions necessary for the execution of this agreement.
3. **Validity.** That such purchasing agreement is made in accordance with the City Charter Article XIII and Grass Valley Municipal Code Chapter 3.08 because the

City may procure supplies, equipment, and services through cooperative purchasing agreements without advertising and bidding.

- 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.
- 5. **Certification.** The Grass Valley City Clerk shall attest to the passage and adoption of this Resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

ADOPTED as a Resolution by the City Council of the City of Grass Valley at a regular meeting thereof on the 28th day of November 2023, by the following vote:

AYES:

NOES:

ABSTAINS:

ABSENT:

Jan Arbuckle, Mayor

ATTEST:

Taylor Day, City Clerk

APPROVED AS TO FORM:

Michael G. Colantuono, City Attorney



City of Grass Valley Tuff Truck Quotation

October 9, 2023

	Qty	Each	Total
Grass Valley FD 2025 KME Tuff Truck Aerial Per our Attached Specifications	1	\$1,982,616.00	\$1,982,616.00
Delivery of Apparatus FOB Grass Valley, CA			Included
State of California/City of Grass Valley Sales Tax 8.5%			\$168,522.36
Total Apparatus Price:			\$2,151,138.36

Quoted price is valid Until October 30, 2023.

If the apparatus is not purchased by November 29, 2023, please ADD \$106,897.00 plus the applicable sales tax due to a price increases effective December 1, 2023.

NOTE: See next page for Prepayment Discount Options.

Delivery time is three (3) years days from receipt of purchase order or contract.

Roy Cobb
Fire Apparatus Solutions
[916.677.9837](tel:916.677.9837)
 royfasfire@gmail.com

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Fire Apparatus Solutions ♦ 1762 S. Sycamore Ave, Rialto, CA 92376 ♦ www.fasservice.com ♦ 909-879-9706



PREPAYMENT DISCOUNT OPTONS

100% Prepayment at Time of Order Discount:	\$214,794	Sales Tax Savings:	\$18,257.49
90% Prepayment at Time of Order Discount:	\$192,415	Sales Tax Savings:	\$16,355.28
75% Prepayment at Time of Order Discount:	\$160,345	Sales Tax Savings:	\$13,629.33
50% Prepayment at Time of Order Discount:	\$106,345	Sales Tax Savings:	\$9,039.33
25% Prepayment at Time of Order Discount:	\$53,488	Sales Tax Savings:	\$4,546.48

KME - REV Group

Emergency vehicles, fire trucks, and equipment

#113021-RVG-3

Maturity Date: 2/10/2026

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 113021-RVG-3 gives access to the following types of goods and services:

- Custom cab & chassis
- Custom & commercial pumpers
- Wildland & quick attack pumpers
- Aerial ladders & platforms
- Rescue products
- Tanker products
- Industrial products
- Aircraft rescue firefighting vehicles

[Locate your local dealer or representative](#) 

(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username

Username

Password

Password

Log In

[Forgot username or password?](#)



City of Grass Valley
Grass Valley, California

Account # 98084

Sourcewell Contact

If this is your organization and you need assistance, please contact:

Samantha Sweeney

Email: samantha.sweeney@sourcewell-mn.gov

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

Title: Changing City Council Meeting Times

CEQA: Not a Project

Recommendation: That Council adopt Resolution No. 2023-66 changing the regular meetings of the City Council to 6:00 p.m. on the second and fourth Tuesdays of each calendar month beginning January 1, 2024.

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: November 28, 2023

Date Prepared: November 21, 2023

Agenda: Administrative

Background Information: The City Council is proposing a change to the regular meeting time from 7:00 p.m. to 6:00 p.m. starting January 1, 2024. This move has the potential to bring significant benefits to the community by encouraging more people to participate in civic discussions. By starting an hour earlier, the City Council can accommodate the schedules of residents who have family commitments or work obligations during the evening hours. This change is expected to improve accessibility, transparency, and participation, making the governance process more inclusive and effective.

In conclusion, shifting the meeting time from 7 pm to 6 pm is a positive step towards a more community-friendly and efficient governance process. This change can lead to enhanced transparency, increased accessibility, improved participation, and optimized use of time, benefiting everyone involved.

Council Goals/Objectives: The execution of this action attempts to achieve Strategic Goal #5 - High-Performance Government and Quality Service.

Fiscal Impact: There is no fiscal impact with this proposed action.

Funds Available: N/A

Account #: N/A

Reviewed by: Tim Kiser, City Manager

Attachments: Resolution 2023-66

RESOLUTION NO. 2023-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY ESTABLISHING REGULAR MEETING TIMES

WHEREAS, Section 1 (“Meetings.”) of Article VI (“The Council, Powers and Duties”) of the Grass Valley City Charter authorizes the City Council to “hold regular monthly meetings at times fixed by ordinance or resolution”; and

WHEREAS, the City Council desires to change the meeting time of its regular City Council meetings from 7:00 p.m. to 6:00 p.m. beginning January 1, 2024.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Grass Valley as follows:

- 1. **Recitals.** That the foregoing statements are true and correct.
- 2. **Meeting Time.** Regular meetings of the City Council shall be held at 6:00 p.m. on the second and fourth Tuesdays of each calendar month beginning January 1, 2024.
- 3. **Effective Date.** This Resolution shall take effect immediately upon adoption.
- 4. **Certification.** The Grass Valley City Clerk shall attest to the passage and adoption of this Resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

ADOPTED as a Resolution by the City Council of the City of Grass Valley at a regular meeting thereof held on the 28th day of November 2023, by the following vote:

AYES:
NOES:
ABSTAINS:
ABSENT:

Jan Arbuckle, Mayor

ATTEST:

Taylor Day, City Clerk

APPROVED AS TO FORM:

Michael G. Colantuono, City Attorney