



GRASS VALLEY

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

Tuesday, May 14, 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 and 18 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. Military Ambassador Certificate of Recognition for Levi K. Choate.

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 April 23, 2024.

Recommendation: Council approve minutes as submitted.

3. Adopt Resolution No. 2024-29 Declaring Vehicles of the City of Grass Valley Surplus
CEQA: N/A

Recommendation: That council 1) Adopt Resolution No. 2024-29 declaring a police vehicle as surplus and authorize disposition

4. Consideration of Waste Management’s annual fee adjustments and new fees for service

CEQA: Not a project

Recommendation: That Council adopt Resolution 2024-28 adjusting service rates to Waste Management’s fee schedule

5. AB 481 - Military Equipment Annual Inventory and Report; renewal of ordinance #815

CEQA: Not a project

Recommendation: Approve the attached equipment inventory as well as the associated annual report, renew previously adopted ordinance #815 pursuant to requirements of AB-481

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

6. Introduction of an ordinance amending section 17.38.050(B) and adding Section 17.38.080(N) of Chapter 17.38 and Section 17.100.020(S) of Chapter 17.100, Title 17 of the Grass Valley Municipal Code regarding the regulation of portable signage within the ROW of properties located within the Town Core zoning designation

CEQA: Exempt under CEQA Guideline §15301, Categorical Exemption Class 1 (“Existing Facilities”) and under CEQA Guideline §15061(b)(3) (General Rule)

Recommendation: Introduce the attached ordinance 828, waive full reading, and read by Title Only

7. Annual Inflation Increase for Water, Sewer, and Development Impact Fees

CEQA: Not a project

Recommendation: That Council: 1) hold a public hearing; and 2) adopt Resolution No. 2024-30 approving an annual inflation increase to the existing water, sewer, and development impact fees

ADMINISTRATIVE

8. Measure E Funding and Budgeting - Overview and Use Agreement

CEQA: Exempt - Not a Project

Recommendation: That Council 1) receive an update on the amounts of Measure E funding available for use on streets and parks projects and 2) review a proposed project list for the next fiscal year and provide feedback to Staff and 3) authorize the City Engineer to execute a Joint Use Agreement, subject to legal review, for the City’s use and upgrading of the Sierra College Rotary Fields.

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, May 14, 2024 at 6:00 PM was posted at city hall, easily accessible to the public, as of 5:00 p.m. Thursday, May 9, 2024.

Taylor Day, City Clerk

CERTIFICATE OF RECOGNITION

1ST LIEUTENANT LEVI K. CHOATE



The Greater Grass Valley Chamber of Commerce and City of Grass Valley City Council take great pleasure in recognizing 1st Lieutenant Levi K. Choate as the winner of the 2024, Lieutenant Commander Louis “Lou” Conter Military Ambassador Award. The award recognizes individuals that embody Commander Conter’s outstanding leadership and selfless commitment to the United States of America through both military and community service. Commander Conter’s distinguished military career spans more than three decades and includes him honorably serving in WWII, The Korean War, and The Vietnam Conflict. Additionally, Commander Conter has dedicated countless hours engaged in a vast array of community service endeavors.

Leading an 18-member flight across six Air Force Specialties, Levi K. Choate achieved a remarkable 99.9% uptime for a critical \$30M communications network, facilitating 10 named missions and the successful rescue of a U.S. citizen. His diplomatic efforts resulted in enhanced Congressional understanding of West Africa and regional stability during a visit facilitated for a House Foreign Affairs Subcommittee member.

Levi K. Choate's leadership in Communications Security training and resolution of 1.3K IT incidents ensured critical network access and garnered recognition as the ANG's Cyberspace Outstanding CGOY. His meticulous management of the IT Asset Management Program powered secure communications across West Africa and maintained 100% accountability of \$1.8M in assets. Levi K. Choate's innovative initiatives, including spearheading the first-ever Starlink terminal in Niger, significantly enhanced operational capabilities and efficiency. He demonstrated a steadfast commitment to team well-being through morale events, resiliency exercises, and spearheading initiatives to prepare incoming combat warriors.

Acknowledging Levi K. Choate's steadfast commitment, relentless efforts, and pursuit of excellence, he is lauded for his significant contributions to both the United States Air National Guard and his local community.

Therefore, the City of Grass Valley City Council takes great pleasure in recognizing and thanking 1st Lieutenant Levi K. Choate as the winner of the 2024, Lieutenant Commander Louis “Lou” Conter Military Ambassador Award.

Dated this 23rd Day of April 2024

Jan Arbuckle, Mayor

Hilary Hodge, Vice Mayor

Bob Branstrom, Council Member

Tom Ivy, Council Member

Haven Caravelli, Council Member



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MINUTES

CALL TO ORDER

Meeting called to order at 6:03 pm.

PLEDGE OF ALLEGIANCE

Mayor Arbuckle led pledge of allegiance

ROLL CALL

PRESENT

Councilmember Bob Branstrom

Councilmember Haven Caravelli

Councilmember Tom Ivy

Vice Mayor Hilary Hodge

Mayor Jan Arbuckle

AGENDA APPROVAL -

Tim Kiser, City Manager, removed item number 9 (Fire Department Staffing) and will bring back at a later date.

Motion made to approve agenda with noted change by Vice Mayor Hodge, Seconded by Councilmember Caravelli.

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

REPORT OUT OF CLOSED SESSION

Nothing to report.

INTRODUCTIONS AND PRESENTATIONS

1. Poppy Day Proclamation

PUBLIC COMMENT

In person public comment: Speaker 1 thru 5, Noted change to speaker #2 Josh, Matthew Coulter

CONSENT ITEMS

Public comment: Matthew Coulter

Motion made to approve consent as submitted by Councilmember Branstrom, Seconded by Vice Mayor Hodge.

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

2. Approval of the Regular Meeting Minutes of April 9, 2024.

Recommendation: Council approve minutes as submitted.

3. Approval of the Special Joint City Council and Historical Commission Meeting Minutes of April 9, 2024

Recommendation: Council approve minutes as submitted.

4. Nevada County Transportation Commission FY 2024/25 Overall Work Program Approval

CEQA: N/A - Not a Project

Recommendation: That Council: 1) review the projects proposed for inclusion in the Nevada County Transportation Commission FY 2024/25 Overall Work Program, 2) adopt a Resolution approving the projects for inclusion in the Nevada County Transportation Commission Overall Work Program

5. California Department of Tax and Fee Administration Examination of Sales Transaction and Use Tax Records Resolution Revised for Measure B.

CEQA: Not a project

Recommendation: That Council adopts: 1)Resolution No. 2024-18 authorizing the Examination of Sales or Transactions and use Taxes Records by the City Manager, Finance Director, and HDL Companies.

6. Hinderliter de Llamas & Associates (HdL) Sales, Use and Transactions Tax Services Contract Amendment

CEQA: Not a project

Recommendation: It is recommended that the City Council adopt Resolution No.2024-20 approving a contract amendment between the City of Grass Valley and Hinderliter de Llamas & Associates (HdL) for Sales, Use and Transactions Tax Services

7. Direction to file annual reports for Landscape and Lighting Districts (LLD) and Benefit Assessment Districts (BAD) for Fiscal Year 2024-25

CEQA: Not a project

Recommendation: It is recommended that the City Council adopt five Resolutions (2024-21, 2024-22, 2024-23, 2024-24, 2024-25) directing the filing of annual reports for Landscaping and Lighting Districts (LLD) - Annual Assessment for Fiscal Year 2024-25 and Benefit Assessment Districts (BAD) - Annual Assessments for Fiscal Year 2024-25.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

8. Transportation Impact Fees - Public Hearing for Fee Program Updates

Recommendation: That Council hold a public hearing and adopt two resolutions; updating the Grass Valley Transportation Impact Fee Program and updating the Regional Transportation Mitigation Fee (RTMF) Program.

Bjorn Jones, City Engineer, along with representatives from NCTC, and GHD.

Council discussed subsidizing the fees, how many building permits have been over charged, what is categorized as Senior Housing, prevailing wage on jobs and to have a bigger discussion on the building process.

Public Comment: Unnamed, Matthew Coulter

Motion made to hold a public hearing and adopt two resolutions; updating the Grass Valley Transportation Impact Fee Program and updating the Regional Transportation Mitigation Fee (RTMF) Program by Councilmember Branstrom, Seconded by Councilmember Caravelli.

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

Voting Nay: Councilmember Ivy

ADMINISTRATIVE

9. Fire Department Staffing

CEQA: Not a project

~~**Recommendation:** That Council approve the Fire Department’s proposal to enhance services with the addition of one Firefighter funded by Measure B.~~

BRIEF REPORTS BY COUNCIL MEMBERS

Councilmember Caravelli attended the Grass Valley Charter Community Learning Center ribbon cutting, Red light ball, met with someone who is interested in creating an Arts Center in Grass Valley, ERC Committee meeting, Provision Grand Opening, and Lou Contor's Funeral. Councilmember Branstrom attended Sierra Nevada Memorial Hospital Foundation Awards Ceremony, LAFCo meeting, Sierra College forum on Media, In-Concert Sierra tour of their facility that is in progress, and the second primer of the Wolf Creek Anthem. Councilmember Ivy had nothing to report. Vice Mayor Hodge attended the Sierra Poetry Festival, Sierra Nevada Memorial Hospital Foundation Awards Ceremony, North Star Spring Open House, the State Art Lobby Day, and Lou Contor Funeral. Mayor Arbuckle attended the Fundraiser for the Hospital Foundation's Martini's and a Movie fundraiser, a tour of Provisions, the Red Light Ball, Foundations awards reception, League of California Board Meeting, Monday with the Mayor, and Lou Contor's Funeral.

CONTINUATION OF PUBLIC COMMENT

ADJOURN

Meeting adjourned at 7:58 pm

Adopted on: _____

Jan Arbuckle, Mayor

Taylor Day, City Clerk



CITY OF GRASS VALLEY CITY COUNCIL MEETING

4/23/24

Item #2.

GENERAL PUBLIC COMMENT SIGN IN SHEET

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

When you are recognized by the mayor:

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

Thank you for your participation.

#'s	Print Name or N/A	Address (optional)	Self/Business (optional)
• 1	Shirley		Earth
• 2	Yasser Arafat		
• 3	Zora		
• 4	LIZ N.	GU	
• 5	ROBIN DAVIES	129 E. MAIN ST	GVBA GV CHAMBER
6			
7			
8			
9			
10			
11			
12			
13			
14			



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

Title: Adopt Resolution No. 2024-29 Declaring Vehicles of the City of Grass Valley Surplus

CEQA: N/A

Recommendation: That council 1) Adopt Resolution No. 2024-29 declaring a police vehicle as surplus and authorize disposition

Prepared by: Alex Gammelgard - Police Chief

Council Meeting Date: 05/14/2024

Date Prepared: 05/07/2024

Agenda: Consent

Background Information: Pursuant to Government Code Section 37350, the City may declare items as surplus. The City of Grass Valley Police Department (GVPD) has a patrol vehicle to be considered surplus in that the vehicle has acquired over 110,000 miles of patrol vehicle use and is nearing the expiration date of its effective use to GVPD. The GVPD is in possession of a replacement vehicle acquired at the need of replacing soon to be retired vehicles, thereby allowing the vehicle in question to be taken out of service (surplus). Prior to arranging for auction of the vehicle (standard surplus procedure for GVPD patrol vehicles), the Sierra Nevada Memorial Hospital inquired as to the availability of any GVPD vehicles that may be serviceable for use as a Medic Supervisor vehicle. The vehicle in question was shown to SNMH staff and SNMH desires to take possession of the GVPD surplus vehicle to replace a vehicle in their fleet.

The GVPD and SNMH have come to a verbal agreement on the sale price of the vehicle at \$8,000.00. This value was arrived at by comparison of the fair market value, as listed by Kelly Blue Book online, the vehicle's current condition and milage/engine hours, as well as reviewing previous auction proceeds from similar vehicles.

This action accomplishes the goals of GVPD and SNMH by means of efficiently repurposing surplus of a used GVPD patrol car. This opportunity will provide an economical and expeditious opportunity for SNMH to acquire a Medic Supervisor vehicle and continue its use in Public Safety Service. Grass Valley Municipal Code section 3.08.220 allows for the sale of city property for market value and "as is" without warranty, expressed or implied.

Council Goals/Objectives: The execution of this Resolution achieves Strategic Goal #5- High Performance Government and Quality Services.

Fiscal Impact: Revenues generated by sale of the vehicle will offset future vehicles purchases/upfitting costs by the Police Department.

Funds Available: N/A

Account #: 200-201

Reviewed by:

_____ City Manager

Attachments: Resolution 2024-29

RESOLUTION NO. 2024-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY DECLARING EQUIPMENT SURPLUS AND AUTHORIZING DISPOSITION OF EQUIPMENT

WHEREAS, The City Council may, pursuant to Government Code Section 37350, from time to time declare as surplus property certain personal property of the City which for reasons of wear and tear, defect or obsolescence deems the item unsafe or no longer useful to the City; and

Whereas, sections 3.08.220 to 3.08.270 of the Grass Valley Municipal Code authorize the disposal of surplus City property; and

WHEREAS, whenever the Council declares such personal property as surplus it may dispose of same when said disposal is for the benefit of the City and its constituents.

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

1. That all of the above recitals are true and correct.
2. That the attached list of equipment is no longer needed for municipal purposes and is hereby considered surplus.

The City Manager is hereby authorized to dispose of the subject equipment in a cost-effective manner.

ADOPTED as a resolution of the City Council of the City of Grass Valley at a regular meeting held on the 14th day of May 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Jan Arbuckle, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael G. Colantuono, City Attorney

Taylor Day, Deputy City Clerk

SURPLUS VEHICLE

VEHICLE #	YEAR/MAKE/MODEL	LICENSE#	OPERABLE	CONDITION	FUEL
#266	2016 Chevrolet Tahoe	1496878	Yes	Fair – 111,550 miles	Unleaded



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

Title: Consideration of Waste Management’s annual fee adjustments and new fees for service

Recommendation: That Council adopt Resolution 2024-28 adjusting service rates to Waste Management’s fee schedule

Prepared by: Zac Quentmeyer, Deputy Public Works Director

Council Meeting Date: 5/14/2024

Date Prepared: 4/23/2024

Agenda: Consent

Background Information: In 2012, the City entered into a 20-year franchise agreement with Waste Management to provide for a full range of solid waste, recycling, and green waste services. The original resolution included service rates and specific services Waste Management was to provide to the City. Attached are two letters from Waste Management to amend the fee schedule to address the following:

1. Annual CPI adjustments of 2.50% for services and 4.00% for the disposal gate fee at the transfer station. These rates are consistent with the existing agreement and will commence July 1, 2024.

Council Goals/Objectives: The execution of this action attempts to achieve Strategic Goals #4&5 - Economic Development and Vitality and High-Performance Government and Quality Service for the FY 2024/25.

Fiscal Impact: Increased service fees for residents and businesses, but consistent with the Contract

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments: R2024-28; CPI Increase Letter and Proposed Fees

RESOLUTION NO 2024-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY ADDING NEW RATES TO WASTE MANAGEMENT'S SERVICE SCHEDULE

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

WHEREAS, Waste Management may request annual rate adjustments or establish charges for fees not specified in the original agreement, and

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

The City Council finds the proposed rate adjustment in accordance with the Franchise Agreement between Grass Valley and Waste Management, and

The City Council finds the proposed changes to the Rate Sheet appropriate and in accordance with the Franchise Agreement, and

The City Council hereby adopts the attached "Exhibit A" to be added to the Rate Sheet and become effective on July 1, 2024.

ADOPTED as a Resolution of the City Council of the City of Grass Valley at a meeting thereof held on May 14, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ASBTAINING:

Jan Arbuckle, Mayor

ATTEST: _____
Taylor Day, City Clerk

APPROVED AS TO FORM: _____
Michael Colantuono, City Attorney



April 23, 2024

Mr. Tim Kiser
City Manager
City of Grass Valley
125 E. Main Street
Grass Valley, CA 95945

In accordance with Sections VI.A and VI.B. of our solid waste, recyclables, and green waste franchise agreement, attached are the calculations for our 2024 rate increase and the updated rate sheet effective July 1, 2024.

The adjustment is based on the contractual CPI formula for the 12-month period ending March 31, as calculated in the attached rate package.

In accordance with Section VI.D, the disposal portion of the rates is being increased by 4.0% due to the proposed July 1, 2024 rate increase at the transfer station. The 2024 service portion of the rate was adjusted by 2.50% based on CPI and the aforementioned disposal changes.

The impact on the most common residential rate (35-gallon cart) is an increase of \$.63.

Please do not hesitate to contact me or our Public Sector Manager, Shavati Karki-Pearl with any questions at skarkip@wm.com or 530-559-1128.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Larry Picard', is written in black ink.

Larry Picard, District Manager
WM/Grass Valley Disposal
lpicard@wm.com

Enclosures: 2024 CPI Excel Submittal



**Grass Valley
Rates Effective July 1, 2024**

RESIDENTIAL	DISPOSAL (GATE FEE)			SERVICE			Total Current Rates Eff. 7/01/2023	Total New Rates Effective 7/1/2024
	Current - Eff. 7/1/2023	4.00% * Disposal Price Adjustment	New - Eff. 7/01/2024	Current - Eff. 7/1/2023	2.50% CPI Increase	New - Eff. 7/01/2024		
TRASH SERVICES								
1 - 20G CART TRASH	\$3.59	\$0.14	\$3.73	\$12.98	\$0.32	\$13.30	\$16.57	\$17.03
1 - 35G CART TRASH	\$4.65	\$0.19	\$4.84	\$17.52	\$0.44	\$17.96	\$22.17	\$22.80
1 - 64G CART TRASH	\$9.35	\$0.37	\$9.72	\$22.25	\$0.56	\$22.81	\$31.60	\$32.53
1 - 96G CART TRASH	\$13.99	\$0.56	\$14.55	\$31.94	\$0.80	\$32.74	\$45.93	\$47.29
ADDITIONAL 35G TRASH CARTS	\$1.05	\$0.04	\$1.09	\$5.14	\$0.13	\$5.27	\$6.19	\$6.36
ADDITIONAL 64G TRASH CARTS	\$1.05	\$0.04	\$1.09	\$5.14	\$0.13	\$5.27	\$6.19	\$6.36
ADDITIONAL 96G TRASH CARTS	\$1.05	\$0.04	\$1.09	\$5.14	\$0.13	\$5.27	\$6.19	\$6.36
RECYCLE SERVICES								
1 - 35 GAL RECYCLING - WITH TRASH SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1 - 64 GAL RECYCLING - WITH TRASH SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1 - 96 GAL RECYCLING - WITH TRASH SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1 - 35G CART RECYCLING (NO TRASH SERVICE)	\$0.00	\$0.00	\$0.00	\$9.87	\$0.25	\$10.12	\$9.87	\$10.12
1 - 64G CART RECYCLING (NO TRASH SERVICE)	\$0.00	\$0.00	\$0.00	\$9.87	\$0.25	\$10.12	\$9.87	\$10.12
1 - 96G CART RECYCLING (NO TRASH SERVICE)	\$0.00	\$0.00	\$0.00	\$9.87	\$0.25	\$10.12	\$9.87	\$10.12
ADDITIONAL 35G RECYCLE CART (AFTER TWO CARTS)	\$0.00	\$0.00	\$0.00	\$3.29	\$0.08	\$3.37	\$3.29	\$3.37
ADDITIONAL 64G RECYCLE CART (AFTER TWO CARTS)	\$0.00	\$0.00	\$0.00	\$3.29	\$0.08	\$3.37	\$3.29	\$3.37
ADDITIONAL 96G RECYCLE CART (AFTER TWO CARTS)	\$0.00	\$0.00	\$0.00	\$3.29	\$0.08	\$3.37	\$3.29	\$3.37
GREENWASTE SERVICES								
1 - 64G GREENWASTE	\$1.05	\$0.04	\$1.09	\$4.91	\$0.12	\$5.03	\$5.96	\$6.12
1 - 96G GREENWASTE	\$1.13	\$0.05	\$1.18	\$5.17	\$0.13	\$5.30	\$6.30	\$6.48
ADDITIONAL 64G GREENWASTE CARTS	\$1.05	\$0.04	\$1.09	\$4.91	\$0.12	\$5.03	\$5.96	\$6.12
ADDITIONAL 96G GREENWASTE CARTS	\$1.13	\$0.05	\$1.18	\$5.17	\$0.13	\$5.30	\$6.30	\$6.48
EXTRA PICKUPS								
35G - SERVICE DAY EXTRA PICKUP	\$1.13	\$0.05	\$1.18	\$8.31	\$0.21	\$8.52	\$9.44	\$9.70
64G - SERVICE DAY EXTRA PICKUP	\$1.13	\$0.05	\$1.18	\$8.31	\$0.21	\$8.52	\$9.44	\$9.70
96G - SERVICE DAY EXTRA PICKUP	\$1.13	\$0.05	\$1.18	\$8.31	\$0.21	\$8.52	\$9.44	\$9.70
35G - NON-SERVICE DAY EXTRA PICKUP	\$1.13	\$0.05	\$1.18	\$55.20	\$1.38	\$56.58	\$56.33	\$57.76
64G - NON-SERVICE DAY EXTRA PICKUP	\$1.13	\$0.05	\$1.18	\$55.20	\$1.38	\$56.58	\$56.33	\$57.76
96G - NON-SERVICE DAY EXTRA PICKUP	\$1.13	\$0.05	\$1.18	\$55.20	\$1.38	\$56.58	\$56.33	\$57.76



**Grass Valley
Rates Effective July 1, 2024**

COMMERCIAL	DISPOSAL (GATE FEE)			SERVICE			Total Current Rates Eff. 7/01/2023	Total New Rates Effective 7/1/2024
	Current - Eff. 7/1/2023	4.00% * Disposal Price Adjustment	New - Eff. 7/01/2024	Current - Eff. 7/1/2023	2.50% CPI Increase	New - Eff. 7/01/2024		
TRASH CARTS SERVICES								
1 - 35G CART TRASH	\$4.95	\$0.20	\$5.15	\$17.99	\$0.45	\$18.44	\$22.94	\$23.59
1 - 64G CART TRASH	\$9.92	\$0.40	\$10.32	\$35.97	\$0.90	\$36.87	\$45.89	\$47.19
1 - 96G CART TRASH	\$14.86	\$0.59	\$15.45	\$64.14	\$1.60	\$65.74	\$79.00	\$81.19
TRASH BIN SERVICES								
2 YD 1 X WEEK	\$62.54	\$2.50	\$65.04	\$274.17	\$6.85	\$281.02	\$336.71	\$346.06
2 YD 2 X WEEK	\$125.06	\$5.00	\$130.06	\$439.21	\$10.98	\$450.19	\$564.27	\$580.25
2 YD 3 X WEEK	\$187.62	\$7.50	\$195.12	\$599.38	\$14.98	\$614.36	\$787.00	\$809.48
2 YD 4 X WEEK	\$250.13	\$10.01	\$260.14	\$802.78	\$20.07	\$822.85	\$1,052.91	\$1,082.99
2 YD 5 X WEEK	\$312.67	\$12.51	\$325.18	\$983.59	\$24.59	\$1,008.18	\$1,296.26	\$1,333.36
2 YD 6 X WEEK	\$375.21	\$15.01	\$390.22	\$1,167.72	\$29.19	\$1,196.91	\$1,542.93	\$1,587.13
3 YD 1 X WEEK	\$93.80	\$3.75	\$97.55	\$333.26	\$8.33	\$341.59	\$427.06	\$439.14
3 YD 2 X WEEK	\$187.62	\$7.50	\$195.12	\$527.89	\$13.20	\$541.09	\$715.51	\$736.21
3 YD 3 X WEEK	\$281.40	\$11.26	\$292.66	\$731.93	\$18.30	\$750.23	\$1,013.33	\$1,042.89
3 YD 4 X WEEK	\$375.21	\$15.01	\$390.22	\$927.90	\$23.20	\$951.10	\$1,303.11	\$1,341.32
3 YD 5 X WEEK	\$469.01	\$18.76	\$487.77	\$1,126.59	\$28.16	\$1,154.75	\$1,595.60	\$1,642.52
3 YD 6 X WEEK	\$562.78	\$22.51	\$585.29	\$1,344.03	\$33.60	\$1,377.63	\$1,906.81	\$1,962.92
4 YD 1 X WEEK	\$125.06	\$5.00	\$130.06	\$416.62	\$10.42	\$427.04	\$541.68	\$557.10
4 YD 2 X WEEK	\$250.13	\$10.01	\$260.14	\$674.14	\$16.85	\$690.99	\$924.27	\$951.13
4 YD 3 X WEEK	\$375.21	\$15.01	\$390.22	\$981.50	\$24.54	\$1,006.04	\$1,356.71	\$1,396.26
4 YD 4 X WEEK	\$500.24	\$20.01	\$520.25	\$1,279.44	\$31.99	\$1,311.43	\$1,779.68	\$1,831.68
4 YD 5 X WEEK	\$625.32	\$25.01	\$650.33	\$1,582.66	\$39.57	\$1,622.23	\$2,207.98	\$2,272.56
4 YD 6 X WEEK	\$750.38	\$30.02	\$780.40	\$1,861.94	\$46.55	\$1,908.49	\$2,612.32	\$2,688.89
6 YD 1 X WEEK	\$187.62	\$7.50	\$195.12	\$481.99	\$12.05	\$494.04	\$669.61	\$689.16
6 YD 2 X WEEK	\$375.21	\$15.01	\$390.22	\$763.38	\$19.08	\$782.46	\$1,138.59	\$1,172.68
6 YD 3 X WEEK	\$562.78	\$22.51	\$585.29	\$1,087.70	\$27.19	\$1,114.89	\$1,650.48	\$1,700.18
6 YD 4 X WEEK	\$750.38	\$30.02	\$780.40	\$1,459.62	\$36.49	\$1,496.11	\$2,210.00	\$2,276.51
6 YD 5 X WEEK	\$937.99	\$37.52	\$975.51	\$1,721.64	\$43.04	\$1,764.68	\$2,659.63	\$2,740.19
6 YD 6 X WEEK	\$1,125.60	\$45.02	\$1,170.62	\$2,032.94	\$50.82	\$2,083.76	\$3,158.54	\$3,254.38
8 YD 1 X WEEK	\$246.62	\$9.86	\$256.48	\$626.99	\$15.67	\$642.66	\$873.61	\$899.14
8 YD 2 X WEEK	\$493.31	\$19.73	\$513.04	\$930.64	\$23.27	\$953.91	\$1,423.95	\$1,466.95
8 YD 3 X WEEK	\$740.00	\$29.60	\$769.60	\$1,395.94	\$34.90	\$1,430.84	\$2,135.94	\$2,200.44
8 YD 4 X WEEK	\$986.63	\$39.47	\$1,026.10	\$1,861.27	\$46.53	\$1,907.80	\$2,847.90	\$2,933.90
8 YD 5 X WEEK	\$1,233.32	\$49.33	\$1,282.65	\$2,326.59	\$58.16	\$2,384.75	\$3,559.91	\$3,667.40
8 YD 6 X WEEK	\$1,479.94	\$59.20	\$1,539.14	\$2,791.91	\$69.80	\$2,861.71	\$4,271.85	\$4,400.85
COMMERCIAL RECYCLE CART SERVICES								
1 - 35 gal recycling - with trash service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1 - 64 gal recycling - with trash service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1 - 96 gal recycling - with trash service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1 - 35G cart recycling - no trash service	\$0.00	\$0.00	\$0.00	\$9.63	\$0.24	\$9.87	\$9.63	\$9.87
1 - 64G cart recycling - no trash service	\$0.00	\$0.00	\$0.00	\$9.63	\$0.24	\$9.87	\$9.63	\$9.87
1 - 96G cart recycling - no trash service	\$0.00	\$0.00	\$0.00	\$9.63	\$0.24	\$9.87	\$9.63	\$9.87
Additional 35 gal recycle cart - after two carts	\$0.00	\$0.00	\$0.00	\$3.21	\$0.08	\$3.29	\$3.21	\$3.29
Additional 64 gal recycle cart - after two carts	\$0.00	\$0.00	\$0.00	\$3.21	\$0.08	\$3.29	\$3.21	\$3.29
Additional 96 gal recycle cart - after two carts	\$0.00	\$0.00	\$0.00	\$3.21	\$0.08	\$3.29	\$3.21	\$3.29



**Grass Valley
Rates Effective July 1, 2024**

RECYCLE BIN SERVICES								
2 YD - with existing trash service	\$0.00	\$0.00	\$0.00	\$106.59	\$2.66	\$109.25	\$106.59	\$109.25
3 YD - with existing trash service	\$0.00	\$0.00	\$0.00	\$120.42	\$3.01	\$123.43	\$120.42	\$123.43
4 YD - with existing trash service	\$0.00	\$0.00	\$0.00	\$134.25	\$3.36	\$137.61	\$134.25	\$137.61
6 YD - with existing trash service	\$0.00	\$0.00	\$0.00	\$147.39	\$3.68	\$151.07	\$147.39	\$151.07
2 YD - WITH NO EXISTING TRASH SERVICE	\$0.00	\$0.00	\$0.00	\$134.25	\$3.36	\$137.61	\$134.25	\$137.61
3 YD - WITH NO EXISTING TRASH SERVICE	\$0.00	\$0.00	\$0.00	\$148.10	\$3.70	\$151.80	\$148.10	\$151.80
4 YD - WITH NO EXISTING TRASH SERVICE	\$0.00	\$0.00	\$0.00	\$161.93	\$4.05	\$165.98	\$161.93	\$165.98
6 YD - WITH NO EXISTING TRASH SERVICE	\$0.00	\$0.00	\$0.00	\$175.08	\$4.38	\$179.46	\$175.08	\$179.46
GREENWASTE SERVICES								
1 - 64G GREENWASTE	\$1.05	\$0.04	\$1.09	\$4.91	\$0.12	\$5.03	\$5.96	\$6.12
1 - 96G GREENWASTE	\$1.13	\$0.05	\$1.18	\$5.17	\$0.13	\$5.30	\$6.30	\$6.48
EXTRA 64G GREENWASTE CART	\$1.05	\$0.04	\$1.09	\$4.91	\$0.12	\$5.03	\$5.96	\$6.12
EXTRA 96G GREENWASTE CART	\$1.13	\$0.05	\$1.18	\$5.17	\$0.13	\$5.30	\$6.30	\$6.48
TEMPORARY BINS								
Temp 2 YARD BIN	\$14.44	\$0.58	\$15.02	\$75.48	\$1.89	\$77.37	\$89.92	\$92.39
Temp 3 YARD BIN	\$21.66	\$0.87	\$22.53	\$113.21	\$2.83	\$116.04	\$134.87	\$138.57
Temp 4 YARD BIN	\$28.85	\$1.15	\$30.00	\$116.65	\$2.92	\$119.57	\$145.50	\$149.57
Temp 6 YARD BIN	\$43.28	\$1.73	\$45.01	\$145.30	\$3.63	\$148.93	\$188.58	\$193.94
EXTRA PICKUPS								
2 YARD - SERVICE DAY EXTRA PICKUP	\$14.44	\$0.58	\$15.02	\$72.05	\$1.80	\$73.85	\$86.49	\$88.87
3 YARD - SERVICE DAY EXTRA PICKUP	\$21.66	\$0.87	\$22.53	\$108.06	\$2.70	\$110.76	\$129.72	\$133.29
4 YARD - SERVICE DAY EXTRA PICKUP	\$28.85	\$1.15	\$30.00	\$144.07	\$3.60	\$147.67	\$172.92	\$177.67
6 YARD - SERVICE DAY EXTRA PICKUP	\$43.28	\$1.73	\$45.01	\$216.11	\$5.40	\$221.51	\$259.39	\$266.52
2 YARD - NON-SERVICE DAY EXTRA PICKUP	\$14.44	\$0.58	\$15.02	\$97.10	\$2.43	\$99.53	\$111.54	\$114.55
3 YARD - NON-SERVICE DAY EXTRA PICKUP	\$21.66	\$0.87	\$22.53	\$133.09	\$3.33	\$136.42	\$154.75	\$158.95
4 YARD - NON-SERVICE DAY EXTRA PICKUP	\$28.85	\$1.15	\$30.00	\$169.10	\$4.23	\$173.33	\$197.95	\$203.33
6 YARD - NON-SERVICE DAY EXTRA PICKUP	\$43.28	\$1.73	\$45.01	\$241.17	\$6.03	\$247.20	\$284.45	\$292.21



**Grass Valley
Rates Effective July 1, 2024**

ROLL OFF SERVICES	DISPOSAL (GATE FEE)			SERVICE			Total Current Rates Eff. 7/01/2023	Total New Rates Effective 7/1/2024
	Current - Eff. 7/1/2023	4.00% * Disposal Price Adjustment	New - Eff. 7/01/2024	Current - Eff. 7/1/2023	2.50% CPI Increase	New - Eff. 7/01/2024		
ROLL OFF BINS								
20 yard to 40 Yard C&D	\$0.00	\$0.00	\$0.00	\$226.50	\$5.66	\$232.16	\$226.50	\$232.16
20 yard to 40 Yard Refuse	\$0.00	\$0.00	\$0.00	\$226.50	\$5.66	\$232.16	\$226.50	\$232.16
20 yard to 40 Yard Metals	\$0.00	\$0.00	\$0.00	\$226.50	\$5.66	\$232.16	\$226.50	\$232.16
20 yard to 40 Yard Wood Lumber	\$0.00	\$0.00	\$0.00	\$226.50	\$5.66	\$232.16	\$226.50	\$232.16
20 yard to 40 Yard Recycle - Comingled	\$0.00	\$0.00	\$0.00	\$226.50	\$5.66	\$232.16	\$226.50	\$232.16
10 Yard - dirt, rock, concrete only	\$0.00	\$0.00	\$0.00	\$226.50	\$5.66	\$232.16	\$226.50	\$232.16
DISPOSAL								
Cost per Ton - Refuse	\$0.00	\$0.00	\$0.00	\$103.94	\$2.60	\$106.54	\$103.94	\$106.54
Cost per Ton - C&D	\$0.00	\$0.00	\$0.00	\$88.39	\$2.21	\$90.60	\$88.39	\$90.60
Cost per Ton - dirt, rock, concrete (same as C&D rate)	\$0.00	\$0.00	\$0.00	\$88.39	\$2.21	\$90.60	\$88.39	\$90.60
Cost per Ton - Metal ** May Vary per 3rd Party Charges	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cost per Ton - Wood/Lumber/GreenWaste	\$0.00	\$0.00	\$0.00	\$73.10	\$1.83	\$74.93	\$73.10	\$74.93
MISCELLANEOUS SERVICES								
Inactivity Fee - Per Day after 7th	\$0.00	\$0.00	\$0.00	\$13.15	\$0.33	\$13.48	\$13.15	\$13.48
COMPACTOR: PER CUBIC YARD	\$21.66	\$0.87	\$22.53	\$33.20	\$0.83	\$34.03	\$54.86	\$56.56
Relocation Charge - at customer's request	\$0.00	\$0.00	\$0.00	\$90.16	\$2.25	\$92.41	\$90.16	\$92.41
Delivery - Applied to Roll off and Instabin	\$0.00	\$0.00	\$0.00	\$90.16	\$2.25	\$92.41	\$90.16	\$92.41

ANCILLARY SERVICES	DISPOSAL (GATE FEE)			SERVICE			Total Current Rates Eff. 7/01/2023	Total New Rates Effective 7/1/2024
	Current - Eff. 7/1/2023	4.00% * Disposal Price Adjustment	New - Eff. 7/01/2024	Current - Eff. 7/1/2023	2.50% CPI Increase	New - Eff. 7/01/2024		
RESIDENTIAL ANCILLARY SERVICES								
BAD/RETURN CHECK FEE	\$0.00	\$0.00	\$0.00	\$25.00	N/A	\$25.00	\$25.00	\$25.00
ACTIVATION/DELIVERY FEES	\$0.00	\$0.00	\$0.00	\$23.55	\$0.59	\$24.14	\$23.55	\$24.14
RESTART FEE W/O DELIVERY	\$0.00	\$0.00	\$0.00	\$18.85	\$0.47	\$19.32	\$18.85	\$19.32
RESTART FEE W/DELIVERY	\$0.00	\$0.00	\$0.00	\$54.81	\$1.37	\$56.18	\$54.81	\$56.18
EARLY RETRIEVAL RESIDENTIAL - SERVICE LESS THAN 1YR	\$0.00	\$0.00	\$0.00	\$39.17	\$0.98	\$40.15	\$39.17	\$40.15
RESIDENTIAL CART REPLACEMENT FEE	\$0.00	\$0.00	\$0.00	\$117.48	\$2.94	\$120.42	\$117.48	\$120.42
LATE FEE IS 2.5% OR \$5.00 WHICH EVER IS GREATER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RESIDENTIAL MULTIPLE CART EXCHANGE FEE (MORE THAN 1 CART CHANGE WITHIN 12 MONTHS)	\$0.00	\$0.00	\$0.00	57.79	1.44	59.23	57.79	\$59.23
COMMERCIAL ANCILLARY SERVICES								
BAD/RETURN CHECK FEE	\$0.00	\$0.00	\$0.00	\$39.17	\$0.98	\$40.15	\$39.17	\$40.15
ACTIVATION/DELIVERY FEES	\$0.00	\$0.00	\$0.00	\$39.17	\$0.98	\$40.15	\$39.17	\$40.15
RESTART FEE W/O DELIVERY	\$0.00	\$0.00	\$0.00	\$18.85	\$0.47	\$19.32	\$18.85	\$19.32
RESTART FEE W/DELIVERY	\$0.00	\$0.00	\$0.00	\$54.81	\$1.37	\$56.18	\$54.81	\$56.18
OVERFLOW FEE	\$0.00	\$0.00	\$0.00	\$103.45	\$2.59	\$106.04	\$103.45	\$106.04
LATE FEE IS 2.5% OR \$5.00 WHICH EVER IS GREATER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
SALE OF LOCKS	\$0.00	\$0.00	\$0.00	\$44.93	\$1.12	\$46.05	\$44.93	\$46.05
LOCK FEE PER BIN / PER OCCURANCE MONTHLY	\$0.00	\$0.00	\$0.00	\$1.47	\$0.04	\$1.51	\$1.47	\$1.51
PUSH OUT FEE 10'-20' FEET - Per Bin Per Service	\$0.00	\$0.00	\$0.00	\$2.57	\$0.06	\$2.63	\$2.57	\$2.63
PUSH OUT FEE 20' OR MORE -Per Bin Per Service	\$0.00	\$0.00	\$0.00	\$5.14	\$0.13	\$5.27	\$5.14	\$5.27
Difficult to Service / Scout Truck Services								
CONTAMINATION CHARGE - 35 Gal*	N/A	N/A	N/A	N/A	N/A	N/A	\$5.30	\$5.45
CONTAMINATION CHARGE - 64 Gal*	N/A	N/A	N/A	N/A	N/A	N/A	\$10.60	\$10.90
CONTAMINATION CHARGE - 96 Gal*	N/A	N/A	N/A	N/A	N/A	N/A	\$18.24	\$18.75
CONTAMINATION CHARGE - 2 YARD BIN*	N/A	N/A	N/A	N/A	N/A	N/A	\$77.76	\$79.92
CONTAMINATION CHARGE - 4 YARD BIN*	N/A	N/A	N/A	N/A	N/A	N/A	\$125.10	\$128.66
CONTAMINATION CHARGE - 6 YARD BIN*	N/A	N/A	N/A	N/A	N/A	N/A	\$154.64	\$159.16

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



City of Grass Valley City Council Agenda Action Sheet

Title: AB 481 - Military Equipment Annual Inventory and Report; renewal of ordinance #815

Recommendation: Approve the attached equipment inventory as well as the associated annual report, renew previously adopted ordinance #815 pursuant to requirements of AB-481

Prepared by: Alexander K. Gammelgard, Chief of Police

Council Meeting Date: 05/14/2023

Date Prepared: 05/08/2023

Agenda: Consent

Background Information: On 04/26/2022, the City Council heard and adopted its first reading of Ordinance #815 related to the police military equipment use policy (attached), pursuant to the requirements of AB-481, in accordance with Government Code 7070 et al. This was done to ensure the City of Grass Valley and its police department were in compliance with the new legislative changes. Now that we are multiple years into the policy, part of maintaining compliance is an annual report to City Council, updating the military equipment and policy as necessary, making the information public, and holding an informational meeting to discuss the policy and equipment with members of the public. The goal of this report and action of the Council is to ensure full compliance and transparency with the legislative requirements.

Analysis/Discussion:

There have been no legislative changes to Government Code 7070, GVPD Policy 706, and/or City of Grass Valley Ordinance 815 since their adoption.

Government Code Section 7070 (c) defines “Military equipment”. The attached Annual Inventory Report identifies equipment utilized by GVPD that matches those definitions. It also indicates the quantity of any equipment utilized during calendar year 2023, pursuant to the requirement of 7072(a). Additional information is included in the written report (attached).

The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

- (A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- (B) The proposed military equipment use policy will safeguard the public’s welfare, safety, civil rights, and civil liberties.
- (C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- (D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

Staff has reviewed these safeguards and finds that all of them have been met to the best of the

police department's knowledge, training, and experience.

The governing body (City Council) shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, vote on whether to renew the ordinance at a regular meeting. The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth above. If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval, the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance.

The police department believes that the military equipment used by, and in possession of, the police department, as well as the previously adopted policy and ordinance, complies with the standards of the law.

The police department will hold a public meeting no more than 30 days from the approval of this action item, where the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment (Government Code 7072(b)). We will also post our annual report and associated documents to the police department webpage (Government Code 7072(a)).

Council Goals/Objectives: The execution of this action attempts to achieve Strategic Goal #6 - Exceptional Public Safety

Fiscal Impact: Any costs will be budgeted in the police department annual Fiscal Year budget, or made by special request to the Council at a future date, should acquisition be needed.

Attachments:

- Annual Inventory Report
- Annual Military Equipment Report
- Ordinance #815
- Grass Valley Police Department Policy

Funds Available: N/A

Account #: N/A

Reviewed by:

GRASS VALLEY POLICE DEPARTMENT							
2023 Annual Inventory Report - AB 481 Defined Military Equipment						Fiscal Impact	
Item(s)	Quantity	Notes	Lifespan	Price per unit	Acquisition Cost for Existing Equipment	Fiscal 2024 Acquisition Cost	Estimated Annual Maintenance Costs
	Possess or Sought						
Section 1: Unmanned, remotely piloted, powered aerial or ground vehicles							
DJI Matrice 210	Inventory: 1	UAS (Drone) - <i>Out of Service</i>	3-5 Years		\$21,550.00		
DJI Mavic II Enterprise Pro	Inventory: 1	UAS (Drone)	3-5 Years		\$7,851.00		\$50.00
DJI Spark	Inventory: 1	UAS (Drone) - <i>Expired</i>	3-5 Years		\$411.00		
SKYDIO SDRC2V1	Inventory: 1	UAS (Drone) - <i>Expired</i>	3-5 Years		\$2,680.18		
SKYDIO X10	Inventory: 0 Sought: 1	UAS (Drone)	3-5 years	\$18,999.00		\$18,999.00	
Part 107 License	Inventory: 4 Sought: 2	Current Drone License Drone Pilot License	2 years 2 years	\$75.00 \$175.00	\$300.00		\$350.00
Section 2: Mine -resistant ambush-protected (MRAP) vehicles or armored personnel carriers							
Not Utilized	0						
Section 3: High mobility multipurpose wheeled vehicles (HMMWV)							
Not Utilized	0						
Section 4: Tracked armored vehicles							
Not Utilized	0						
Section 5: Command and Control vehicles							
Not Utilized	0						
Section 6: Weaponized aircraft, vessels, or vehicles of any kind							
Not Utilized	0						
Section 7: Battering rams, slugs, and breaching apparatuses (Explosives in nature)							
Not Utilized	0						
Section 8: Firearms of .50 caliber or greater (Not including shotguns)							
Not Utilized	0						
Section 9: Ammunition of .50 caliber or greater (Not including shotgun ammunition)							
Not Utilized	0						

Section 10: Specialized firearms and ammunition less than .50 caliber

12GA Less Lethal shotgun with LL Stock	Inventory:	1	Patrol Orange stock with sling	N/A	\$593.00	\$593.00		
12GA Drag Stabilized Rounds	Inventory:	238	Bean Bag Rounds Model 3027	5 Years	\$7.50	\$1,785.00		
	Deployed:	54	Annual re-certification					
	* Sought:	75	Bean Bag Rounds Model 3027	5 Years	\$7.50		\$562.50	\$562.50
12GA Rubber Buck Shot	Inventory:	125	15 shot (load / charges)	5 Years	\$23.99	\$599.75		
12GA CTS CS Liquid Barricade	Inventory:	29	Model 2330	5 Years	\$8.00	\$240.00		
	Deployed:	1	Training					
12GA Breaching Round	Inventory:	50	Defense Technology Model 3105	5 Years	\$7.95	\$477.00		
	Inventory:	200	Hornady Tap Entry Frangible Sintered Slug	5 Years	\$202.03 (per 100)	\$202.03		\$202.03

* Price Per Unit represents current increase in pricing

Section 11: Any firearm or firearm accessory designed to launch explosives

Not Utilized		0						
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Section 12: 'Flashbang' grenades and explosive breaching tools, 'tear gas,' and 'pepper balls'

CTS Mini Bang	Inventory:	23	Model 7290M	5 years	\$48.01	\$1,104.23		
	Sought:	12	Model 7290M	5 years	\$48.01		\$1,104.23	\$1,104.23
Defense Technology	Inventory:	11	Multi-Port plus Model 7000 Body	10 years	\$29.95	\$329.45		
Defense Technology Charge	Inventory:	4	DD Reload Steel Collar Model 8901	5 Years	\$38.60	\$115.80		
	Deployed:	3	Annual Training					
40mm CTS White Smoke Multi-Projectile (3)	Inventory:	4	Model 4213	5 Years	\$28.00	\$112.00		
40mm CTS Liquid CS	Inventory:	10	Model 4330 Barricade Projectile	5 Years	\$23.13	\$231.30		
	Deployed:	1	Training					
CTS Baffled Riot CS Smoke	Inventory:	10	Model 5230B	5 Years	\$38.50	\$385.00		
Defense Tech White Smoke	Inventory:	4	Han-Ball Rubber Ball - Saf-Smoke	5 Years	\$32.95	\$131.80		

* Price Per Unit represents current increase in pricing

Section 13: Taser Shockwave, microwave weapons, water cannons, and Long Range Acoustic Device (LRAD)

Not Utilized		0						
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Section 14: 40mm projectile launchers, 'bean bag,' rubber bullet, and specialty impact munition (SIM) weapons

40mm Defense Technology eXact iMPact	Inventory:	38	Sponge Rounds. Model 6325	5 Years	\$26.50	\$1,192.50		
	Deployed:	7	Training					
	Sought:	12			\$26.50		\$312.00	

Defense Technology 40mm Bean Bag Rounds	Inventory:	12	Model 6025	5 Years	\$28.15	\$337.80		
Defense Tech 40mm Training Rounds	Inventory:	164	Model 6530	5 Years	\$5.37	\$1,363.98		
	Deployed:	90	Annual re-certification					
	Sought:	100	Model 6530	5 years	\$5.37		\$537.00	\$537.00
40mm LMT Launcher	Inventory:	1	Tactical Readiness	N/A	\$1,025.00	\$1,025.00		
40mm LMT Launcher	Inventory:	1	Patrol	N/A	\$819.00	\$819.00		
40mm LMT Launcher	Inventory:	1	Patrol	N/A	\$819.00	\$819.00		

* Price Per Unit represents current increase in pricing

Section 15: Any other equipment as determined needing additional oversight

Not Utilized 0



GRASS VALLEY POLICE DEPARTMENT

129 S. Auburn Street • Grass Valley, CA 95945
(530) 477-4600 main • (530) 274-4329 fax

To: City of Grass Valley City Council
From: Alexander K. Gammelgard, Chief of Police
Subject: Annual Military Equipment Report
Date: City Council Meeting of 05/14/2024

This report is prepared in accordance with department policy, and associated legislative requirements and is provided to the Grass Valley City Council and members of the public regarding the possession and use of certain equipment in the possession of the Grass Valley Police Department.

Government Code Section 7070 (c) - subsections 2, 3, 4, 5, 6, 7, 8, 9, 11, 13, and 15: There are no updates or impacts as no new equipment as defined in the above-referenced sections is in the police department's possession or was purchased in the calendar year 2023, and there is no intention to make any purchases of military equipment during this calendar year (2024).

Government Code Section 7070 (c) - subsections 1, 10, 12, and 14: Below are items of military equipment as defined in Government Code Section 7070 (c) which have been in the possession of the police department since January of 2022, the use of which was approved pursuant to Ordinance #815, first considered, and adopted by the City Council on April 26, 2022.

Pursuant to 7072 (a), this report will outline, for each type of equipment, the following:

- (1) A summary of how the military equipment was used and the purpose of its use.
- (2) A summary of any complaints or concerns received concerning the military equipment.
- (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

- (5) The quantity possessed for each type of military equipment.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Section 1, Unmanned, remotely piloted, powered aerial or ground vehicles:

- (1) The police department DJI Matrice 210 UAS was not utilized in 2023 and has been removed from service. The Matrice 210 platform is no longer supported by DroneSense software rendering the Matric in-operable for law enforcement use. The DJI Spark was not utilized in 2023 and has been in service for more than 5 years, with outdated software and expired batteries. The Mavic Enterprise was utilized at least five (5) times for critical incident training, July 4th parade, July 4th fireworks, Donation Day Parade, and Toy Run. The Skydio was utilized at least six (6) times by our School Resource Officer (SRO), for campus security training, student presentations, media relations, and software updates.
- (2) No complaints were reported.
- (3) The DroneSense software platform records data logs flight information for the Matrice 210 and Mavic Enterprise. The Matrice 210 recorded no data. The Mavic platform records that it was used, but no additional flight or operator information is recorded. No violations of policy were identified. The police department is developing additional manual flight tracking data collection.
- (4) Total Annual Costs
 Acquisition: N/A - Previously acquired
 Personnel: No specialized personnel - ancillary duty
 Training: \$75 per operator x 4 operators
 Transportation: N/A
 Maintenance: N/A
 Storage: N/A
 Upgrade: See below
 Other ongoing costs: Mavic Enterprise propeller blades, annual training, addition of two drone operators. Some additional maintenance costs may be required (see estimate in Annual Inventory Report).
 Source of Funds: City general funds (Measure E) allocated to the police department operating and training budgets will be utilized.
- (5) Refer to Attachment - 2023 Annual Inventory Report
- (6) The Grass Valley Police Department seeks to replace its DJI Matrice 210 drone platform, which is past its useful life. Currently, after evaluation of existing replacement options, the department will seek to replace the DJI Matrice 210 with a Skydio X10. The new technology is American-made and will assist in maintaining and improving our capabilities that have proven successful with our UAS program. See Annual Inventory report for estimated costs related to the sought item. Any acquisition will be brought to City Council for purchase approval at a later date.

Section 10, Specialized firearms and ammunition less than .50 caliber:

- (1) Fifty-four (54), 12GA Drag Stabilized bean bag rounds were used for mandatory annual re-certification training. One (1) 12GA CTS CS Liquid Barricade round was used for annual gasmask fit test. No additional equipment identified in Section 10, was utilized.
- (2) No complaints were reported.
- (3) An audit of use in conjunction with training was conducted. No violations of policy were identified. The quantity of all items at year-end matches the documented quantity of use.
- (4) Total Annual Costs
 Acquisition: 12GA Drag Stabilized Rounds - Sought Qty. 75 - Total Cost approximately \$562.50
 Personnel: No specialized personnel - ancillary duty
 Training: Unknown. Specialized training is required to become an instructor for some items of this equipment. Should a trainer's certification expire or they no longer are available to train, another department member may seek training, the cost of which is not known at this time as training opportunities, locations, and costs are only known once available.
 Transportation: N/A
 Maintenance: N/A
 Storage: N/A
 Upgrade: N/A
 Other ongoing costs: Not anticipated.
 Source of funds: City general funds allocated to the police department operating and training budgets will be utilized.
- (5) Refer to Attachment - 2023 Annual Inventory Report
- (6) Refer to Attachment - 2023 Annual Inventory Report. Seventy-five (75) 12GA Drag Stabilized Rounds are being sought to resupply items used for training and to ensure enough equipment is on hand for additional/ongoing training as well as for any field use that may be needed. Total cost is subject to change based on unknown vendor pricing.

Section 12, 'Flashbang' grenades and explosive breaching tools, 'tear gas,' and 'pepper balls':

- (1) Three (3) Defense Technology Charges were used for training. One (1) 40mm CTS Liquid CS round was used for annual gasmask fit test. No additional items of inventory identified in Section 12 were used.
- (2) No complaints were reported.
- (3) No violations of policy were identified. A use log is completed for every deployment.

(4) Total Annual Costs

Acquisition: CTS Mini Bang - Sought Qty. 12 (Standard order quantity/minimum order quantity) - Total Cost approximately \$1,104.23

Personnel: No specialized personnel - ancillary duty

Training: N/A

Transportation: N/A

Maintenance: N/A

Storage: N/A

Upgrade: N/A

Other ongoing costs: Not anticipated.

Source of funds: City general funds allocated to the police department operating and training budgets will be utilized.

(5) Refer to Attachment - 2023 Annual Inventory Report

(6) Twelve (12) CTS Mini Bang devices are being sought to supply items used for training and to ensure enough equipment is on hand for additional/ongoing training as well as for any field use that may be needed. Total cost is subject to change based on unknown vendor pricing.

Section 14, 40mm projectile launchers, 'bean bag,' rubber bullets, and specialty impact munition (SIM) weapons:

(1) Ninety (90), Defense Tech 40mm Training Rounds were used for mandatory annual re-certification. Seven (7) 40mm Defense Technology eXact iMpacT rounds were used for annual training. No additional items of inventory identified in Section 14 were used.

(2) No complaints were reported.

(3) No violations of policy were identified. The quantity of all items at year-end matches the documented quantity of use.

(4) Acquisition: Defense Tech 40mm Training Rounds - Sought Qty. 100 - Total Cost approximately \$537.00.

Personnel: No specialized personnel - ancillary duty

Training: N/A

Transportation: N/A

Maintenance: N/A

Storage: N/A

Upgrade: N/A

Other ongoing costs: Not anticipated.

Source of funds: City general funds allocated to the police department operating budget and training budget will be utilized.

(5) Refer to Attachment - 2023 Annual Inventory Report

(6) One hundred (100) 40mm Training Rounds are being sought to be used for annual and additional less-than-lethal training.

CITY COUNCIL OF THE CITY OF GRASS VALLEY

ORDINANCE NO. 815

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF GRASS VALLEY ADOPTING A POLICY
FOR THE USE OF MILITARY EQUIPMENT BY THE
GRASS VALLEY POLICE DEPARTMENT

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies;

WHEREAS, Assembly Bill No. 481 (“AB 481”), codified as Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval from their governing body before requesting, funding, acquiring, using, or collaborating in the use of military equipment, as defined in Government Code section 7070;

WHEREAS, any elected body that oversees a law enforcement agency with military equipment must adopt a military equipment use policy by ordinance at a regular meeting held pursuant to open meeting laws;

WHEREAS, the elected body must make specific findings before approving a military equipment use policy;

WHEREAS, the Grass Valley Police Department’s proposed Military Equipment Use Policy (the “Policy”) is attached hereto as Exhibit “A” and incorporated herein by this reference;

WHEREAS, a draft Policy was presented to before the City Council on March 22, 2022; and

WHEREAS, the Policy was published on the Grass Valley Police Department’s internet website on March 23, 2022, more than 30 days before the Policy was considered at a public hearing before the City Council on April 26, 2022; and

WHEREAS, a public engagement meeting was held by the Police Department, open to the public, related to the Police Department’s possession and use of military equipment on April 7, 2022; and

WHEREAS, the Policy meets the requirements of California Government Code section 7070, subdivision (d).

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

SECTION I: DETERMINATIONS

The City Council finds recitals above are true and correct and incorporates them herein. Based on the recitals and the information provided to the City Council at the public hearing on the Military Equipment Use Policy, the City Council finds as follows:

1. The military equipment identified in the Military Equipment Use Policy is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.
2. The Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
3. The military equipment identified in the Military Equipment Use Policy is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. All prior military equipment use complied with the City's policies that were in effect at the time, or if prior uses did not comply with the accompanying Military Equipment Use Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

SECTION II: IMPLEMENTATION

The City Council authorizes the Chief of Police to designate a Military Equipment Coordinator to implement the Policy.

SECTION III. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Grass Valley hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION IV. PUBLICATION AND EFFECTIVE DATE

This ordinance shall be published in accordance with applicable provisions of law, by either:

publishing the entire ordinance once in a newspaper of general circulation, published in the City of Grass Valley, within fifteen (15) days after its passage and adoption, or

publishing the title or appropriate summary in a newspaper of general circulation, published in the City of Grass Valley, at least five (5) days prior to adoption, and a second time within fifteen (15) days after its passage and adoption with the names of those City Councilmembers voting for and against the ordinance. This Ordinance shall become effective thirty (30) days from and after the date of its passage.


SECTION V. CEQA FINDINGS

This ordinance is exempt from the California Environmental Quality Act (“CEQA”) under 14 Cal. Code Regs. Section 15061(b)(3) because it can be seen with certainty that there is no possibility that its adoption will have a significant adverse effect on the environment and under Section 15378 because this ordinance is not a project because it involves administrative activities that will not result in direct or indirect physical changes in the environment.

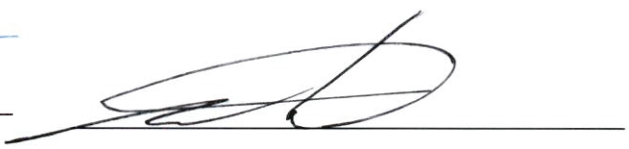
* * * * *

I HEREBY CERTIFY that the foregoing ordinance was duly and regularly adopted by the City Council of the City of Grass Valley, California, at a meeting thereof, held on the _____ day of _____, by the following vote, to wit:
5th May

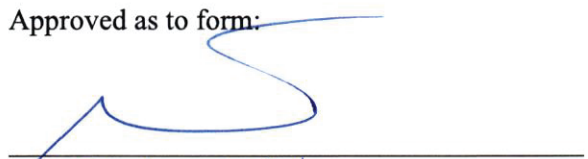
AYES: Councilmembers *Branstrom, Hodge, Iuy, Vice Mayor Arbockle, & Mayor Aguilar*
NOES: Councilmembers *NONE*
ABSTAIN: Councilmembers *NONE*
ABSENT: Councilmembers *NONE*



City Clerk
City of Grass Valley



Mayor of the City of Grass Valley

Approved as to form:


Michael G. Colantoni
City Attorney of the City of Grass Valley

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department. (i.e. the Grass Valley City Council).

Military equipment – AB 481's definition of "military equipment" is not "equipment used by the military" or "equipment acquired from the military," but instead reaches 15 categories of equipment however acquired from whatever source:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.
3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.
10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

Military Equipment

11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. 'Flashbang' grenades and explosive breaching tools, 'tear gas,' and 'pepper balls,' excluding standard, service-issued handheld pepper spray.
13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device(LRAD).
14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, 'bean bag,' rubber bullet, and specialty impact munition (SIM) weapons.
15. Any other equipment as determined by a governing body or a state agency to require additional oversight.

706.2 POLICY

It is the policy of the Grass Valley Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the city council.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Grass Valley Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

Military Equipment

[See attachment: Grass Valley PD Military Equipment List](#)

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the city council by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the city council and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the city council prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the city council.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this Department shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this Department, or otherwise conducting law enforcement activities in this jurisdiction, shall comply with their respective military equipment use policies in performing such actions.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the city council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee shall also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

Military Equipment

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.



City of Grass Valley City Council Agenda Action Sheet

Title: Introduction of an ordinance amending section 17.38.050(B) and adding Section 17.38.080(N) of Chapter 17.38 and Section 17.100.020(S) of Chapter 17.100, Title 17 of the Grass Valley Municipal Code regarding the regulation of portable signage within the ROW of properties located within the Town Core zoning designation

CEQA: Exempt under CEQA Guideline §15301, Categorical Exemption Class 1 (“Existing Facilities”) and under CEQA Guideline §15061(b)(3) (General Rule)

Recommendation: Introduce the attached ordinance 828, waive full reading, and read by Title Only

Prepared by: Amy Wolfson, City Planner

Council Meeting Date: May 14, 2024

Date Prepared: May 8, 2024

Agenda: Public Hearing

Background Information: At the City Council meeting held January 23, 2024, council directed staff to draft an ordinance that regulates A-Board signage. Staff held a public workshop with merchants and FREED on March 6, 2024. The final draft ordinance is a culmination of feedback provided at the workshop and by the Police, Engineering, and Planning Departments.

The ordinance regulations only apply to portable signs within the Right-of Way (ROW) of the Town Core Zoning designation and only allow them for retail and restaurant tenants. As drafted, it regulates the size and location and limits the number of portable signs that can be placed for any one business. Portable signage within the ROW throughout the rest of the city will remain prohibited, though businesses who place portable signage within private property space would not be regulated under this ordinance. The ordinance further regulates material that may be used for portable signs that are located within the Historic District.

The Planning Commission reviewed the draft ordinance at their regular meeting held April 16, 2024 and voted unanimously to recommend adoption as presented.

Council Goals/Objectives: The drafting of this ordinance attempts to achieve, Goal #4: the City of Grass Valley encourages a robust and sustainable economy that reflects diverse employment opportunities that support the values of Grass Valley.

Fiscal Impact: Drafting of the ordinance required staff time.

Funds Available: None **Account #:** TBD **Reviewed by:** City Manager

Attachments:

1. Notice of Exemption
2. Draft Ordinance for the Regulation of Portable Signage in the ROW

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Nevada

950 Maidu Avenue

Nevada City, CA 95959

From: (Public Agency): City of Grass Valley

125 East Main Street

Grass Valley, CA 95945

(Address)

Project Title: Ordinance regulating portable signage within the ROW of the Town Core zoning designation

Project Applicant: City of Grass Valley

Project Location - Specific:

Portable Signage within the ROW of Town Core Zoning

Project Location - City: Grass Valley

Project Location - County: Nevada

Description of Nature, Purpose and Beneficiaries of Project:

Regulates size and location and number of portable signs within the (ROW) of the TC Zoning designation for retail and restaurant tenants.

Name of Public Agency Approving Project: City of Grass Valley

Name of Person or Agency Carrying Out Project: Planning Department

Exempt Status: **(check one):**

Ministerial (Sec. 21080(b)(1); 15268);

Declared Emergency (Sec. 21080(b)(3); 15269(a));

Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

Categorical Exemption. State type and section number: §15301 (Class 1), §15061(b)(3)

Statutory Exemptions. State code number: _____

Reasons why project is exempt:

This Ordinance is exempt under CEQA Guideline 15301, Categorical Exemption Class 1 ("Existing Facilities"), because it regulates the ability of existing businesses on commercial property to advertise using portable signs and does not authorize an expansion of use. This Ordinance is also exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment as it is intended to regulate existing land uses rather than to promote new ones.

Lead Agency

Contact Person: Amy Wolfson, City Planner

Area Code/Telephone/Extension: 530-274-4711

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: 

Date: 5/8/2024

Title: City Planner

Signed by Lead Agency

Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.

Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

ORDINANCE NO. 828

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AMENDING SECTION 17.38.050(B) AND ADDING SECTION 17.38.080(N) OF CHAPTER 17.38 AND SECTION 17.100.020(S) OF CHAPTER 17.100, TITLE 17 OF THE GRASS VALLEY MUNICIPAL CODE REGARDING PORTABLE SIGNAGE REGULATIONS

WHEREAS, the City of Grass Valley desires to promote the use of signs in the City which are safe, aesthetically pleasing, compatible with their surroundings and legible in the circumstances in which they are seen; and

WHEREAS, the City of Grass Valley recognizes adequate business identification is necessary for the conduct of competitive commerce; and

WHEREAS, the City of Grass Valley desires to reduce sign or advertising distractions and physical hazards which have the potential to distract a driver’s attention from the roadway or create impediments to pedestrians and people with mobility challenges; and

WHEREAS, the Planning Commission, after considering public comment, held a duly noticed public hearing and reviewed the draft ordinance amendment at its regular meeting held on April 16, 2024 and voted 5-0 to recommend adoption by the City Council.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GRASS VALLEY:

SECTION I. CODE AMENDMENT. Section 17.38.050(B) of Chapter 17.38 of Title 17 of the Grass Valley Municipal Code as follows is hereby amended to read as follows (deletions denoted by ~~struck through~~ text and additions denoted by underlined text):

17.38.050 - Prohibited Signs

...

B. Examples of Prohibited Signs. Examples of prohibited signs include the following:

1. ~~A board and other p~~Portable sidewalk signs within the public right of way (ROW), except A-Board and Pedestal signage in compliance with Subsection 17.38.080.N.

...

23. Signs within the ~~public right-of-way~~ ROW, except for signs installed or maintained by a government agency for traffic safety and directional purposes, in compliance with Subsection 17.38.060.E (signs placed within the public right-of-way), or A-Board and Pedestal signage in compliance with Subsection 17.38.080.N;

SECTION 2. CODE AMENDMENT. Section 17.38.080(N) of Chapter 17.38 of Title 17 of the Grass Valley Municipal Code is hereby added to read as follows (deletions denoted by ~~struck through~~ text and additions denoted by underlined text):

17.38.080 – Standards for Specific Sign Types.

...

N. Notwithstanding the sign standards set forth in Table 3-11, each retail or restaurant tenant located in a commercial or industrial zone shall be allowed A-Board or Pedestal signage within the public right-of-way (ROW) subject to the following standards:

1. Each retail or restaurant tenant located within a Traditional Community Zone shall be allowed one (1) A-Board sign or one (1) Pedestal sign, but not both.
2. A-Board or Pedestal signs shall be located no further than ten (10) feet from a main customer entrance of the business advertised on the sign.
3. Signs shall be limited to size limitations of six (6) square feet for each side and shall be no taller than four (4) feet in height.
4. Signs shall not be placed so as to obstruct any door or fire escape of any building nor impede an accessible path of travel within the ROW in violation of the Americans with Disability Act (ADA) standards. A minimum 4-foot wide clear path of travel in the ROW shall be maintained.

5. Signs shall be maintained in a good and safe structural condition.
6. Signs shall be removed from the ROW and placed indoors outside business hours.
7. Signs shall be stabilized to withstand wind gusts or shall be removed during windy conditions.
8. No lighting, flags, balloons, or other such features shall be attached to signs.
9. Any violation of this section may result in removal and temporary storage of signage by the City.
10. Any business entity that places signage within City right-of-way or on City property shall be required to maintain liability insurance that meets limits outlined in section 12.48.310 of the Grass Valley City Municipal Code and shall be required to demonstrate such coverage at any time, and without prior notice, at the request of a City official.
11. In addition to the standards above and elsewhere in this code, the following additional standards shall apply to all A-Board and Pedestal signs within the Historical District:
 - a. Signage material shall be wood or chalkboard and shall feature wood framing. The signage and framing may be unfinished or may be painted in colors consistent with a manufacturer’s historic color palette.
 - b. Whiteboard and/or plastic signage materials shall not be permitted.

SECTION 3. CODE AMENDMENT. Section 17.100.020(S) of Chapter 17.100 of Title 17 of the Grass Valley Municipal Code as follows is hereby amended to add the following:

...
...
...

S. Definitions S.

“Sign.” A structure, device, figure, display, message placard, or other contrivance, or any part thereof, situated outdoors or indoors, which is designed, constructed, intended, or used to advertise, or to provide information in the nature of advertising, to direct or attract attention to an object, person, institution, business, product, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images. Does not include murals, paintings and other works of art that are not intended to advertise or identify any business or product. Types of signs include the following, which are defined for the purposes of Chapter 17.38 (signs).

...

26. "Pedestal Sign." A temporary and/or moveable sign supported by a column(s) and a base so as to allow the sign to stand upright.

<renumber remaining sign categories>

...

SECTION 4. CEQA FINDINGS. This Ordinance is exempt under CEQA Guideline 15301, Categorical Exemption Class 1 ("Existing Facilities"), because it regulates the ability of existing businesses on commercial property to advertise using portable signs and does not authorize an expansion of use. This Ordinance is also exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment as it is intended to regulate existing land uses rather than to promote new ones.

SECTION 5. 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 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 14th day of May 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

APPROVED AS TO FORM:

ATTEST:

Michael G. Colantuono, City Attorney

Taylor Day, City Clerk



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

Title: Annual Inflation Increase for Water, Sewer, and Development Impact Fees

Recommendation: That Council: 1) hold a public hearing; and 2) adopt Resolution No. 2024-30 approving an annual inflation increase to the existing water, sewer, and development impact fees

Prepared by: Tim Kiser, City Manager

Council Meeting Date: 05/14/2024

Date Prepared: 05/07/2024

Agenda: Public Hearing

Background Information: Annually, the City of Grass Valley evaluates the Impact Fee Programs and the Engineering News Record Construction Cost Index (ENR-CCI) for San Francisco to determine if applying an inflation increase as described in the programs is applicable. The ENR-CCI change for the past year was +3.6% which staff proposes to increase the water, sewer, and development impact fees by this amount. This public hearing was noticed per the California Government Code.

The attached resolution includes an exhibit of the proposed impact fees with inflation. It is recommended that the Council adopt Resolution 2024-30, authorizing an annual inflation increase to water, sewer, and development impact fees.

Council Goals/Objectives: The approval of an annual inflation increase of impact fees executes portions of work tasks towards achieving/maintaining Strategic Plan - Economic Development and City Infrastructure Investment.

Fiscal Impact: The annual inflation increase to the impact fees shall be borne by the developer.

Funds Available: N/A

Account #: N/A

Reviewed by: _____ City Manager

Attachments: 1) Resolution No. 2024-30
2) Attachment A - Proposed Fees

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
AUTHORIZING ANNUAL INFLATION INCREASE TO DEVELOPMENT, WATER, AND SEWER
IMPACT FEES**

WHEREAS, the City of Grass Valley annually evaluates development impact fees per the associated impact fee programs which were implemented for the purpose of defraying all or a portion of the cost of public facilities related to a development project;

WHEREAS, the December 2023 Engineering New Record Construction Cost Index for San Francisco was +8% higher than the previous years; and

WHEREAS, the attached "Exhibit A" shows the proposed impact fees with the annual inflation increase of +3.6% from the previous year; and

WHEREAS, a noticed public hearing was held on May 14, 2024;

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

1. Development impact fees will be increased from fiscal year 2023/2024 by 3.6%.
2. Water service capacity fees will be increased from fiscal year 2023/2024 by 3.6%.
3. Wastewater connection fees will be increased from fiscal year 2023/2024 by 3.6%.
4. The increased fees will go into effect on July 1, 2024.

ADOPTED as a Resolution by the City Council of the City of Grass Valley at a regular meeting thereof held on the 14th day of May 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jan Arbuckle, MAYOR

APPROVED AS TO FORM:

ATTEST:

Michael G. Colantuono, CITY ATTORNEY

Taylor Day, CITY CLERK

Attachment A – Proposed Impact Fees with Annual Inflation Increase

ENR CCI San Francisco (Dec.)

For FY23/24

5.3%

For FY24/25

3.6%

RESIDENTIAL FEES

RESIDENTIAL DEVELOPMENT
IMPACT FEES (per DWELING
UNIT)

A.

FY 2023/2024						Total per dwelling unit (not including the GVTIF & RTMF – see below)
Park Improvements	Park Trails	Fire Services	Police Services	General Government		
<800 sq.ft.	\$2,717.47	\$267.29	\$297.03	\$406.79	\$1,054.28	\$4,742.86
800 - 1,200 sq.ft.	\$2,860.49	\$281.36	\$472.55	\$508.49	\$1,109.77	\$5,232.66
>1,200 - 2,100 sq.ft.	\$3,003.52	\$295.42	\$607.56	\$610.19	\$1,165.26	\$5,681.95
> 2,100 sq.ft.	\$3,146.54	\$309.49	\$742.58	\$677.99	\$1,220.75	\$6,097.35
ADU <750 sq. ft.	EXEMPT					

Fee is based on the ration of its floor area in relation to the primary unit, multiplied by the fee that the primary unit would pay, if it was being built today. ((Impact fee for Primary unit) x (ADU sq.ft. divided by Primary Unit sq.ft.))

FY 2024/2025						Total per dwelling unit (not including the GVTIF & RTMF – see below)
Park Improvements	Park Trails	Fire Services	Police Services	General Government		
<800 sq.ft.	\$2,815.30	\$276.91	\$307.72	\$421.43	\$1,092.23	\$4,913.60
800 - 1,200 sq.ft.	\$2,963.47	\$291.49	\$489.56	\$526.80	\$1,149.72	\$5,421.04
>1,200 - 2,100 sq.ft.	\$3,111.65	\$306.06	\$629.43	\$632.16	\$1,207.21	\$5,886.50
> 2,100 sq.ft.	\$3,259.82	\$320.63	\$769.31	\$702.40	\$1,264.70	\$6,316.85
ADU <750 sq. ft.	EXEMPT					

Fee is based on the ration of its floor area in relation to the primary unit, multiplied by the fee that the primary unit would pay, if it was being built today. ((Impact fee for Primary unit) x (ADU sq.ft. divided by Primary Unit sq.ft.))

B. RESIDENTIAL DRAINAGE IMPACT FEES (per ACRE)

<1,200 Sq. Ft. per Acre
>1,200 Sq. Ft. per Acre
ADU <750 sq.ft.
ADU >750 sq.ft.

FY 2023/2024 Storm Drainage	
<1,200 Sq. Ft. per Acre	\$2,598.75
>1,200 Sq. Ft. per Acre	\$1,732.50
ADU <750 sq.ft.	EXEMPT
ADU >750 sq.ft.	See impact fee notes

FY 2024/2025 Storm Drainage	
<1,200 Sq. Ft. per Acre	\$2,692.31
>1,200 Sq. Ft. per Acre	\$1,794.87
ADU <750 sq.ft.	EXEMPT
ADU >750 sq.ft.	See impact fee notes

NON-RESIDENTIAL FEES

NON - RESIDENTIAL
DEVELOPMENT IMPACT FEES

A.

FY 2023/2024						Total per dwelling unit (not including the GVTIF & RTMF – see below)
Park Improvements	Park Trails	Fire Services	Police Services	General Government		
Commercial per KSF*		\$374.58	\$1,428.60	\$532.39		\$2,335.57
Hotel/ Lodging per Room*		\$604.61	\$467.97	\$122.11		\$1,194.69
Office per KSF*		\$103.02	\$221.03	\$473.78		\$797.83
Medical Office per KSF*		\$667.54	\$1,421.50	\$454.24		\$2,543.28
Hospitality Facilities per Bed*		\$2,226.55	\$1,523.98	\$3,536.27		\$7,286.80
Light Industrial per KSF*		\$44.47	\$121.46	\$210.03		\$375.96
Manufacturing per KSF*		\$103.50	\$60.24	\$302.83		\$466.57
Warehouse per KSF*		\$41.95	\$105.09	\$92.80		\$239.84
College/University per Student		\$1.54	\$3.10	\$48.84		\$53.48

FY 2024/2025						Total per dwelling unit (not including the GVTIF & RTMF – see below)
Park Improvements	Park Trails	Fire Services	Police Services	General Government		
Commercial per KSF*		\$388.06	\$1,480.03	\$551.56		\$2,419.65
Hotel/ Lodging per Room*		\$626.38	\$484.82	\$126.51		\$1,237.70
Office per KSF*		\$106.73	\$228.99	\$490.84		\$826.55
Medical Office per KSF*		\$691.57	\$1,472.67	\$470.59		\$2,634.84
Hospitality Facilities per Bed*		\$2,306.71	\$1,578.84	\$3,663.58		\$7,549.12
Light Industrial per KSF*		\$46.07	\$125.83	\$217.59		\$389.49
Manufacturing per KSF*		\$107.23	\$62.41	\$313.73		\$483.37
Warehouse per KSF*		\$43.46	\$108.87	\$96.14		\$248.47
College/University per Student		\$1.60	\$3.21	\$50.60		\$55.41

*KSF = 1,000 gross square feet of building area
Room= hotel quest room
Bed = patient bed

B. NON-RESIDENTIAL DRAINAGE IMPACT FEES (per ACRE)

Commercial:
Hotel/ Lodging
Office
Medical Office
Hospital Facilities
Industrial:
Light Industrial
Manufacturing
Warehouse
Public/
Quasi-Public:
K-12 Public Schools
College/University

FY 2023/2024 Storm Drainage	
Commercial:	
Hotel/ Lodging	
Office	\$3,465.00
Medical Office	
Hospital Facilities	
Industrial:	
Light Industrial	
Manufacturing	\$3,465.00
Warehouse	
Public/ Quasi-Public:	
K-12 Public Schools	
College/University	\$1,905.75

FY 2024/2025 Storm Drainage	
Commercial:	
Hotel/ Lodging	
Office	\$3,589.74
Medical Office	
Hospital Facilities	
Industrial:	
Light Industrial	
Manufacturing	\$3,589.74
Warehouse	
Public/ Quasi-Public:	
K-12 Public Schools	
College/University	\$1,974.36

Attachment A – Proposed Impact Fees with Annual Inflation Increase

5.30% 3.60%

Water Capacity Charge

Water <u>Meter Size</u>	Demand <u>Ratio</u>	FY 2023/2024	FY 2024/2025
Up to 3/4"	1	\$ 12,077	\$ 12,512
1"	1.67	\$ 20,128	\$ 20,853
1 1/2"	3.33	\$ 40,256	\$ 41,705
2"	5.33	\$ 64,410	\$ 66,729
3"	10.67	\$ 128,820	\$ 133,458
4"	16.67	\$ 201,281	\$ 208,527
6"	33.33	\$ 402,561	\$ 417,053
8"	53.33	\$ 644,098	\$ 667,286

Wastewater Capacity Charge

Residential

Water <u>Meter Size</u>	Demand <u>Ratio</u>	FY 2023/2024	FY 2024/2025
Up to 3/4"	1	\$ 9,078	\$ 9,405
1"	1.67	\$ 15,130	\$ 15,675
1 1/2"	3.33	\$ 30,265	\$ 31,355
2"	5.33	\$ 48,426	\$ 50,169
3"	10	\$ 89,745	\$ 92,976
4"	16.67	\$ 151,333	\$ 156,781

Non Residential

Fee per 100 GPD of estimated wastewater discharge	\$ 4,753	\$ 4,924
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City of Grass Valley City Council Agenda Action Sheet

Title: Measure E Funding and Budgeting - Overview and Use Agreement

CEQA: Exempt - Not a Project

Recommendation: That Council 1) receive an update on the amounts of Measure E funding available for use on streets and parks projects and 2) review a proposed project list for the next fiscal year and provide feedback to Staff and 3) authorize the City Engineer to execute a Joint Use Agreement, subject to legal review, for the City's use and upgrading of the Sierra College Rotary Fields.

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

Council Meeting Date: 05/14/2024

Date Prepared: 05/08/2024

Agenda: Administrative

Background Information: In 2018 Grass Valley citizens approved Measure E, a voter initiative tax measure that established an ongoing 1 percent sales tax for funding of increased police and fire services, enhanced parks and recreational services and improving streets. All Measure E funds stay local, and all expenditures are subject to an annual audit by an independent citizen oversight committee. Based on the funding allocations established at the outset of the measure and current tax receipts, the City of Grass Valley receives approximately \$1.25 million in Measure E funding annually to be used for streets projects and \$1.85 million to be used for parks projects. Of the Parks funds, approximately \$650,000 is designated for repayment of a 2021 Lease Agreement bond, leaving approximately \$1.2 million available annually to be used for new parks projects.

In an effort to keep Council better informed of the capital improvement projects proposed to use Measure E funds in the upcoming FY2024/25 budget year, Staff has prepared the attached lists of project budgets and Measure E funding amounts; for Parks Projects and for Streets Projects. An overview of the projects will be presented at the Council meeting and Staff will seek any feedback from Council in advance of taking the budget requests to the Measure E Committee for consideration.

One of the most significant line items in the proposed Parks budget is the Sierra College Rotary Fields Improvements Project. This project is a culmination of the Council's previously directed efforts to greatly improve the conditions of sports fields across the City. In 2021 Council authorized a Lease Agreement which established a bond financing process in order to fund a proposed \$6 million Park Improvement Project, with the intention that a major project could be delivered in a few years' time rather than piecemealing over multiple budget periods.

As discussed in the two agenda action sheets attached from November 2021 and as described in Exhibit A taken from the executed Lease Agreement documents, the purpose of this "Park Project" as committed to, was to create state of the art, all weather sports fields, consisting of the design and construction of up to three combination softball/baseball/soccer fields and associated improvements (lighting, parking, restrooms). The fields would allow the City and the many sport organizations that use the City facilities (Baseball, Soccer, Lacrosse, Softball Leagues) to expand their offerings and accommodate tournaments in the City, which would

enable the City to capture the associated economic activity and distinction resulting from hosting these significant sporting events.

Originally the vision of the Parks Project was for a singular “Sports Complex” type facility. However, due to the limited suitable property locations within the City limits and the significant expenses involved in constructing a brand new facility from scratch, the decision was made that the money would be better spent to improve existing fields/facilities. The first phase of this project was the major renovations in 2022 of the Condon Park Baseball/Softball field and the overhaul and improvements to the Scotten School fields that the City manages through a Use Agreement. This work created a modernized baseball field, full size soccer field, established tee ball areas, improved parking and new restrooms at both locations. The response to this work has been overwhelmingly positive and the facilities are booked full and in use daily.

Over the past year or more, Staff has been negotiating in good faith with the Sierra College District to develop a framework for a Use Agreement which would allow the City to take over the operation and management of the Rotary Fields on the Sierra College campus in exchange for major improvements to the facility. Currently the fields typically sit behind locked gates, in use only for a few peak months in the Fall; the baseball field is neglected, the athletic field is a challenging playing surface, and the site lacks modern parking, restrooms or accessibility. The City proposes to completely redevelop the facility to rectify these shortcomings, a project that would execute the remainder of the park improvements envisioned and bonded for with the Lease Agreement funding.

A conceptual layout of the Sierra College Rotary Fields Improvements is attached which shows the creation of a regulation baseball field, two full size soccer fields, new restrooms, and improved parking and walkways. This facility would likely be the last major sports field needed in our area for some time and would support the growth of the local sports organizations and encourage use by those organizations and the Nevada Union High School sports teams in hosting tournaments and other expanded sporting events. The project cost is estimated at \$4 million and funding for the project has been included in the approved Capital Improvements Project budget for the last two fiscal years.

Attached is a Draft Joint Use Agreement that has been negotiated between City and Sierra College District Staff and reviewed by both legal counsels. Staff recommends that Council authorize the City Engineer to execute the Joint Use Agreement, subject to legal review; which would commit the City to the improvements and facility management of the Sierra College Rotary Fields, as discussed.

Council Goals/Objectives: Street projects execute portions of work tasks towards achieving/maintaining Strategic Plan - Transportation. Parks projects execute portions of work tasks towards achieving/maintaining Strategic Plan - Recreation and Parks, Community & Sense of Place and Economic Development and Vitality

Fiscal Impact: The Sierra College Rotary Fields Improvements Project will be fully funded with Measure E funding and a portion of the Park Project lease financing funds secured for this purpose.

Funds Available: Yes

Account #: 300-406-64140

Reviewed by: City Manager

Attachments: Measure E Streets and Parks Project Budgets, 11/09/2021 Agenda Action Sheet, 11/23/2021 Agenda Action Sheet, Exhibit A - Parks Project Lease Agreement, Sierra College Rotary Field Improvements Conceptual Layout, Draft Joint Use Agreement between Sierra Joint Community College District and City of Grass Valley

MEASURE E PARK PROJECTS	Budget	Measure E Rollover	Measure E Current Year	Description
Annual Park/Playground Maintenance	\$ 25,000	\$ -	\$ 25,000	General maintenance, new equipment, misc improvements
Annual Restroom Maintenance	\$ 100,000	\$ -	\$ 100,000	General maintenance, new equipment
Annual Landscape Maintenance	\$ 75,000	\$ -	\$ 75,000	Maintenance contracts for Mautino, Memorial, Minnie, Gilmore, misc areas
Restroom Improvements (Condon, S Church Parking)	\$ 700,000	\$ 350,000	\$ 350,000	Install prefab restrooms at Condon and S Church parking lot. Restroom and caretaker house demo
Condon Park Repaving Project	\$ 250,000	\$ -	\$ 250,000	Repave and restripe acces roads and parking areas
Bike Park Construction Project	\$ 700,000	\$ 500,000	\$ 200,000	Pump track construction at Sutton/Idaho Maryland property
Loma Rica Trail Improvements	\$ 150,000	\$ -	\$ 150,000	Grade and install base rock on trail from Brunswick to access road
Sierra College Rotary Fields Improvements	\$ 4,000,000	\$ 4,000,000	\$ -	Artificial Turf field conversion. Parking lot improvements. Restroom
Mautino Park Garden	\$ 50,000	\$ -	\$ 50,000	Grade and prep for community graden
NOT FUNDED				
Dow Alexander Playground	\$ 600,000	\$ -	\$ -	Replace and upgrade playground
Memorial Park Softball Improvements	\$ 450,000	\$ -	\$ -	Replace bleachers, new lighting, perimeter fencing and improvements
Lyman Gilmore Lighting	\$ 375,000	\$ -	\$ -	Install field lighting
TOTAL	\$ 7,475,000	\$ 4,850,000	\$ 1,200,000	

MEASURE E STREETS PROJECTS	Budget	Measure E Rollover	Other Funds	Measure E Current Year	Description
2024 Measure E Pavement Rehab Project	\$ 800,000	\$ 800,000	\$ -	\$ -	Rehab various streets in Richardson neighborhood, including N Auburn, N Church, N School, Finnie, Linden, Ivy, Alta Vista
S Auburn Street Renovation Project	\$ 1,800,000	\$ 970,000	\$ 680,000	\$ 150,000	S Auburn St Renovation (Neal to Main) including sidewalks, drainage, lighting and repaving
Main Street Sealing and Striping	\$ 300,000	\$ 200,000	\$ -	\$ 100,000	Potholing, Cape Seal and restriping Main St, Bennett to School St
2024 Measure E Pavement Resurfacing Project	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000	Pavement sealing and striping Citywide. Including Brunswick Basin, E Main, Hughes, Dorsey others
TOTAL	\$ 3,900,000	\$ 1,970,000		\$ 1,250,000	



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

Title: Potential 2021 Lease Revenue Financing (Park Improvements / Refunding of OpTerra / Energy Project Lease)

Recommendation: Information Only

Prepared by: Andy Heath

Council Meeting Date: 11/9/2021

Date Prepared: 11/4/2021

Agenda: Administrative

Background Information: In 2018 the City's electorate passed Measure E increasing the City's existing one-half cent transaction and use tax to a full one cent for such General Fund purposes as enhanced police and fire services, greater parks and recreational services, and improving streets and sidewalks.

The City intends to use Measure E revenues to fund a conceptual Parks Improvement Project ("Park Project") consisting of the design and construction up to three combination softball / baseball / soccer fields and associated improvements (lighting, parking, restrooms). Due to the unpredictability of unseasonal droughts, the fields would be state of the art artificial turf with natural infill to allow for year-round use.

The fields would allow the City and other sport organizations to facilitate tournaments (Baseball, Soccer, Lacrosse, Softball) in the City and would allow the City to capture incremental economic activity resulting from hosting sports tournaments. The current total Park Project cost estimate is \$6 million.

The City anticipates financing the Park Project through a lease financing structure (Certificate of Participation "COP") sold to a bank through a private placement. The City has reviewed financing options for the Park Project and determined that funding through a private placement is an optimal method of financing. Given the size of the financing and the final maturity, this transaction will be very attractive for a bank to purchase and as such, the City's financing team expects to receive an aggressive bid for the proposed 2021 Lease Financing. The private placement method of sale will also allow the City to lock in a current rate in the next few weeks and to avoid interest rate risk associated with a longer financing process of a public offering bond sale.

As part of the COP financing process, the City will identify an asset to provide security for the 2021 Lease Bond owners. The asset or combination of assets will be

determined based on the cumulative insured value similar to the bonds being financed. The City is currently evaluating assets to be used for this purpose.

Analysis: It is anticipated that the repayment of the Park Project financing will be over a 10-year term through Fiscal Year 2031-32. Annual debt service for the \$6 million Park Project is expected to be approximately \$663,000, with the total debt service through maturity of approximately \$6.7 million. The COP financing instrument allows the City to embark on implementing the entirety of the Park Project over the next couple of years rather than piecemealing it over multiple budget periods. The ~\$663,000 annual debt service payment would be paid from the Measure E Fund forecasted annual \$2.9 million allocation towards Streets and Parks.

As part of the financing process, the City also reviewed its existing COP debt for refinancing opportunities given the current arena of very low interest rates. In December 2014, the City entered into a lease agreement with OpTerra Energy Services, Inc. for the acquisition and installation of a mechanical retrofit and energy management project (the "Solar Project"). The City financed the Energy Project through Municipal Financing Corporation with a loan in the amount of \$4,288,258, a 3.9% interest rate and a final maturity of September 24, 2035. The Lease can be prepaid on any payment date with a prepayment penalty equal to 1% of outstanding principal balance. The current outstanding balance is \$3,986,939.

It is anticipated the City can refinance the Energy Project lease to capture annual and present value savings, while maintaining the final maturity fiscal year of the current financing in Fiscal Year 2035-36. Annual savings are anticipated to be approximately \$35,000 with cumulative savings of approximately \$525,000 and present value savings estimated at \$475,000 or 11.9% or refunded principal. These savings will help to offset new interest incurred for the Park Project debt service each year, lowering the aggregate impact of new and refunded debt paid Citywide. Staff and the City's fiscal consultants continue to review various financing structures to determine the optimal financing solution for the City.

Anticipated Schedule: The preliminary schedule for the aforementioned financing contemplates the following dates:

- Introduction to City Council - November 9th
- Finalize financing structure and secure bank commitment - November 9-16th
- City Council Approval - November 23rd
- Lock Interest Rate - November 24th
- Closing and delivery of funds - Mid-December
- Redemption/Pre-Payment of Energy Project Lease - December 24th

Council Goals/Objectives: The financing of the Park Project using Measure E revenues maintains an intended use of the Measure E fund by enhancing parks and recreational services. The Park Project also allows the City to capture additional tax revenues from hosting sports tournaments.

Fiscal Impact: The financing of the Park Project results in estimated annual debt service over a 10-year period of \$663,000 with cumulative debt service paid of \$6.7 million through maturity. By including the refinancing of the Energy Project lease, the City can capture annual estimated savings of \$35,000 through fiscal year 2036 (current final maturity of the Energy Project lease). These savings offset the Park Project debt service through Fiscal Year 2032, lowering the impact of debt service paid by Measure E revenues.

Cumulative debt service savings on the refinancing of the Energy Project lease are estimated at \$35,000 with cumulative gross savings of \$525,000 and present value savings of \$475,000 or 11.9% of refunded principal.

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments: None



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

Title: Park Project Improvement Financing and 2014 Solar Project Lease Refinancing - Authorizing the Financing of Public Improvements, and Approving a Lease Agreement and Related Documents and Actions

Recommendation: It is recommended that the City Council adopt Resolution No. 2021-63 Authorizing the Financing of Public Improvements, and Approving a Lease Agreement and Related Documents and Actions

Prepared by: Andy Heath

Council Meeting Date: 11/23/2021

Date Prepared: 11/17/2021

Agenda: Administrative

Background Information: In 2018, the City's electorate passed Measure E increasing the City's existing one-half cent transaction and use tax to a full one cent for such General Fund purposes as enhanced police and fire services, greater parks and recreational services, and improving streets and sidewalks.

Consistent with the intended use and as presented to the City Council on November 9, 2021, the City recommends using future Measure E revenues to fund a conceptual Parks Improvement Project ("Park Project") consisting of the design and construction up to three combination softball / baseball / soccer fields and associated improvements (lighting, parking, restrooms). Due to the unpredictability of unseasonal droughts, the fields would be state of the art artificial turf with natural infill to allow for year-round use.

The fields would allow the City and other sport organizations to facilitate tournaments (Baseball, Soccer, Lacrosse, Softball) in the City and would allow the City to capture incremental economic activity resulting from hosting sports tournaments. The current total Park Project cost estimate is approximately \$6 million.

As part of the process of identifying financing options for the City's Park Project, the City also reviewed its existing lease debt for refinancing opportunities given the current arena of very low interest rates. In December 2014, the City entered into a lease agreement with OpTerra Energy Services, Inc. for the acquisition and installation of a mechanical retrofit and energy management project (the "Solar Project"). The City financed the Solar Project through Municipal Financing Corporation with a loan in the amount of \$4,288,258, a 3.9% interest rate and a final maturity of September 24, 2035

(the “2014 Solar Project Lease”). The 2014 Solar Project Lease can be prepaid on any payment date with a prepayment penalty equal to 1% of outstanding principal balance. The current outstanding balance is \$3,986,939.

At the City’s November 9, 2021 City Council meeting, staff presented the background and analysis of financing the City’s Park Improvement Project, as well as, refinancing the City’s 2014 Solar Project lease agreement at the same time, given the low interest rate environment. The city was presented with the Park Project cost estimate and estimated annual debt service, as well as the anticipated savings on a refinancing of the 2014 Solar Project Lease. The City decided in concept to move forward with the project and necessary financing.

Analysis: The proposed funding plan includes a lease financing structure sold to a bank through a private placement. The lease financing instrument allows the City to embark on implementing the entirety of the Park Project over the next couple of years rather than piecemealing it over multiple budget cycles.

The City has identified a bank and has received an attractive low annual interest rate bid of 1.60% from Sterling National Bank for the Park Project funding with an approximate 10-year term through Fiscal Year 2031-32. In addition, the City received a rate of 2.03% for the 2014 Solar Project lease refinancing with final maturity in Fiscal Year 2035-36. The Bank has locked these rates through the December closing and through the final maturity of the loans.

Annual debt service for the \$6 million Park Project is expected to be approximately \$663,000, with the total debt service through final maturity on June 1, 2032 of approximately \$6.7 million. The loan will have an option for prepayment prior to maturity. The ~\$663,000 annual debt service payment will be paid from the Measure E Fund forecasted annual \$2.9 million allocation towards Streets and Parks.

The City can refinance the 2014 Solar Project Lease to capture annual and present value savings, while maintaining the final maturity fiscal year of the current financing in Fiscal Year 2035-36. Annual savings are anticipated to be approximately \$35,000 with cumulative savings of approximately \$530,000 and present value savings estimated at \$480,000 or 12.06% of refunded principal. These savings will help to offset new interest incurred for the Park Project debt service each year, lowering the aggregate impact of new and refunded debt paid Citywide.

The resolutions before the Council would authorize staff to proceed with this refinancing, under certain conditions, including not-to-exceed par amounts, rates and terms as follows: (i) financing for the Park Project, for a term that does not extend beyond 15 years, amortizing not to exceed \$6,150,000 principal amount, at a true interest cost attributable to the Lease Payments not exceeding 1.80%, and (ii) as to the 2014 Solar Project lease refinancing, for a term that does not extend beyond 20 years, amortizing not to exceed \$4,200,000 principal amount, at a true interest cost attributable to the Refunding Lease Payments not exceeding 2.20%.

While the City expects the actual terms and rates to be lower as previously described, staff is asking council approval to provide some flexibility to adjust the structure if needed due to unexpected market changes.

As part of the lease financing process, the City has identified assets to provide security for the 2021 lease. The asset or combination of assets were determined based on the cumulative insured value similar to the principal amount being financed. The City currently expects to use the following assets to secure the Park Project financing:

1. Police Station at 129 South Auburn St
2. Fire Station at 213 Sierra College Dr; and
3. Fire Station at 472 Brighton Street

In addition, the City will use the same leased assets as is currently pledged under the 2014 Solar Project Lease financing for the refinancing of the 2014 Solar Project Lease, which is the City's Water Treatment Plant.

Resolution 2021-63: The resolution (Exhibit A) being approved tonight authorizes staff to complete the financing of the Park Project and refinancing of the 2014 Solar Project Lease and approves forms of the documents presented under "Documents for Review and Approval."

Documents for Review and Approval: The subject resolution authorizes and directs the City Manager and other City Staff to finalize the financing documents as and when appropriate, and to do all things necessary to provide for the issuance the Park Project financing and 2014 Solar Project Lease refunding and delivery of the related lease documents, subject to the not-to-exceed parameters contained in the resolution. If the final terms for any reason should fall outside of parameters in the resolutions, staff will return for further direction before finalizing the transaction.

To complete a lease financing structure, two parties are required the City and one other. The City has identified the Public Property Financing Corporation (the "Corporation") as the counterparty for this financing transaction. The documents included with this transaction are noted below:

Lease Agreement - Agreement between City and the Corporation (the "Corporation") to sublease property back to the City in exchange for annual lease payments (which equal the debt service payments).

Site Lease - This is an agreement between the City and the Corporation providing the mechanism from which the Corporation may then lease the leased asset back to the City in exchange for the lease payments sufficient to pay debt service.

Assignment Agreement - Agreement between Corporation and Sterling National Bank (the "Bank") to assign lease payments received from City to the Bank.

Anticipated Schedule: The preliminary schedule for the aforementioned financing contemplates the following dates:

- City Council Anticipated Approval - November 23rd
- Closing and delivery of funds - Mid-December
- Redemption/Pre-Payment of Energy Project Lease - December 24th

Council Goals/Objectives: The financing of the Park Project using Measure E revenues maintains an intended use of the Measure E fund by enhancing parks and recreational services. The Park Project also allows the City to capture additional tax revenues from hosting sports tournaments.

Fiscal Impact: The financing of the Park Project results in estimated annual debt service over a 10-year period of \$663,000 with cumulative debt service paid of \$6.7 million through maturity. By including the refinancing of the Energy Project lease, the City can capture annual estimated savings of \$35,000 through fiscal year 2036 (current final maturity of the Energy Project lease). These savings offset the Park Project debt service through Fiscal Year 2032, lowering the impact of debt service paid by Measure E revenues.

Cumulative debt service savings on the refinancing of the Energy Project lease are estimated at \$35,000 with cumulative gross savings of \$530,000 and present value savings of \$480,000 or 12.06% of refunded principal.

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments:

Exhibit A - Resolution No. 2021-63

Exhibit B - Lease Agreement

Exhibit C - Site Lease

Exhibit D - Assignment Agreement

EXHIBIT A

I. Description of Projects

(i) The acquisition and construction of a park improvement project consisting of the design and construction of a new park in the City with up to three combination softball/baseball/soccer fields, lighting, landscaping parking, restrooms and associated improvements.

(ii) The refinancing a 2014 lease agreement which financed the acquisition and installation of solar and energy management improvements to various City capital assets.

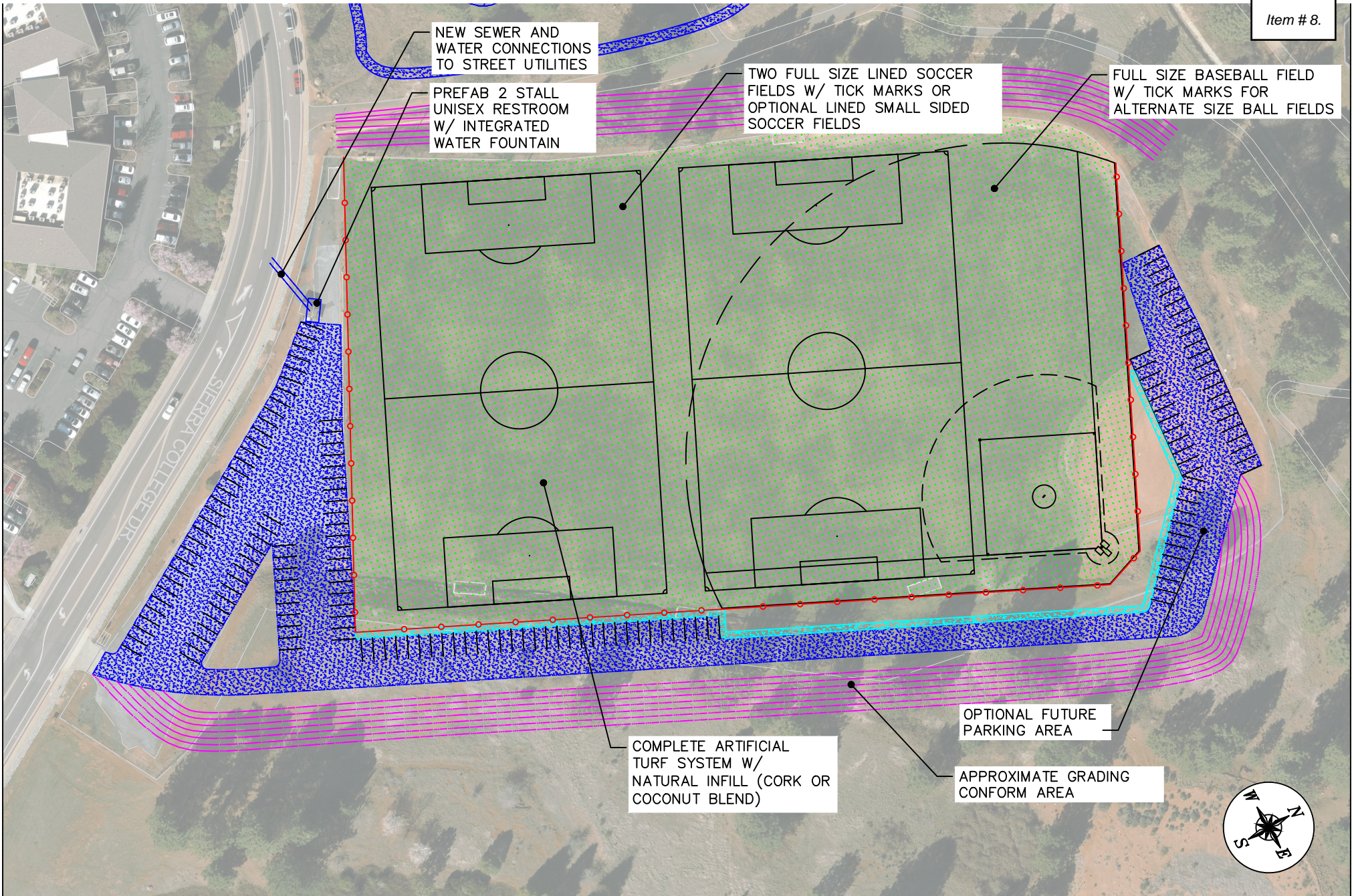
II. Description of Use of Project

A. Describe each use to be made of the Project by any private person or entity (that is, any entity *other than* (i) the City, (ii) other non-federal governmental entities, or (iii) members of the public generally). For this purpose, "use" includes, without limitation, sales, leases or other use agreements with respect to the Project with private, nongovernmental entities. "Use" of the Project *does not include* uses by members of the general public within the meaning of §1.141-3(c) of the Treasury Regulations (the "Regulations").

None.

B. Payments to be made on or after date hereof in respect of above uses.

None.



NEW SEWER AND WATER CONNECTIONS TO STREET UTILITIES

PREFAB 2 STALL UNISEX RESTROOM W/ INTEGRATED WATER FOUNTAIN

TWO FULL SIZE LINED SOCCER FIELDS W/ TICK MARKS OR OPTIONAL LINED SMALL SIDED SOCCER FIELDS

FULL SIZE BASEBALL FIELD W/ TICK MARKS FOR ALTERNATE SIZE BALL FIELDS

COMPLETE ARTIFICIAL TURF SYSTEM W/ NATURAL INFILL (CORK OR COCONUT BLEND)

OPTIONAL FUTURE PARKING AREA

APPROXIMATE GRADING CONFORM AREA



GRASS VALLEY SIERRA COLLEGE ROTARY FIELDS IMPROVEMENTS

CONCEPTUAL LAYOUT

CITY OF GRASS VALLEY
125 E MAIN ST GRASS VALLEY, CA 95945
P: 530-274-4350 F: 530-274-4399

DRAWN BY: B. JONES
PROJECT # TBD
MAR 4, 2022

SH 1 C #

**JOINT USE AGREEMENT BETWEEN
SIERRA JOINT COMMUNITY COLLEGE DISTRICT
AND CITY OF GRASS VALLEY**

Relating to Sierra College Rotary Fields

THIS JOINT USE AGREEMENT (the "Agreement") is made and entered into as of February 13, 2024 (the "Commencement Date"), by and between SIERRA JOINT COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under the laws of the State of California (the "District"), and the CITY OF GRASS VALLEY, a municipal corporation (the "City"), for a certain recreational area known as the Sierra College Rotary Fields, 250 Sierra College Dr., Grass Valley, CA 95945, (the "Premises") in Grass Valley, California. District and City are collectively referred to as the "Parties" or individually as "Party."

RECITALS

- A. Pursuant to Education Code section 70902, the board of trustees of a community college district may initiate and carry on any program, activity, or may otherwise act in any manner which is not in conflict with or inconsistent with, or preempted by, any law and which is not in conflict with the purposes for which school districts are established.
- B. California Education Code section 81420 et. seq. authorizes cities and community college districts to enter into agreements for the joint use of District real property and buildings.
- C. District has determined the City's use of the Premises as set forth in this Agreement will not interfere with the educational program or activities of the District that may be conducted on the Premises.
- D. City has an objective of using and upgrading the facilities on the identified Premises for recreational use, which objectives are the intended purpose of this Agreement.
- E. Expanded community use of the Premises will maximize utilization of District property and improve opportunities for public and community recreational activity in the City and among its various constituents.

1. GRANT OF LICENSE.

In consideration of the City's contributions as set forth below, District hereby grants the City a non-exclusive no-fee license (the "License") to use the Premises, as identified in the attached exhibits, for community activities. The License is limited to use of athletic fields and associated facilities as identified in Exhibit A and attached hereto, which may be amended by written mutual consent of both parties.

The Premises are currently maintained and used by the District to provide recreational areas for the District. By this Agreement it is the intention of the parties to allow use of the Premises by City and the public for recreational purposes at times when the District is not using the Premises, and to share the costs and responsibilities for the improvement and maintenance of the Premises as outlined in this document.

2. TERM & TERMINATION:

- a. Term. The term of this Agreement ("Term") shall be for a period of twenty (20) years, commencing on September 1, 2024 (the "Effective Date"), and ending on April 30, 2044 (the "Initial Term") This Agreement shall automatically renew for a maximum of two (2) additional ten (10) year terms with the same terms and conditions as are contained herein unless otherwise terminated in accordance with the provisions of this Section.
- b. Termination. The City may terminate the Agreement, in its sole and absolute discretion, at any time during the Term of this Agreement (including extensions) by providing written notice to the District specifying an effective termination date at least one hundred eighty (180) days from the date of notice.

The District may terminate the Agreement, in its sole and absolute discretion, at any time during the Term of this Agreement (including extensions) by providing written notice to the City specifying an effective termination date at least one hundred eighty (180) days from the date of notice.

3. RENT.

In consideration of City's use of the Premises, City agrees to construct the improvements as set forth in Section 5 and maintain the Premises, as set forth in Section 7, of this Agreement.

4. CITY USE.

The City, for itself and on behalf of the public, shall have the right to occupy and use the premises as set forth during days and hours as mutually agreed upon by City and District.

5. CITY OBLIGATIONS

City shall be solely and exclusively responsible for the following improvements (the "Improvements"):

City shall construct all Improvements set forth below no later than two (2) years after this Agreement becomes effective. City agrees to provide services to complete the design, obtain all necessary plan approvals, construct the facility per the Division of State Architect (DSA) approved plan set, complete the appropriate commissioning, and obtain DSA certification. City will coordinate with and receive final acceptance from District architectural representative. The District shall retain title to all Improvements. City shall be solely and exclusively responsible for the following Improvements:

- (i) Replacing natural grass athletic fields with complete artificial turf system included expanded graded areas to allow for two full size soccer/lacrosse fields and one regulation-size baseball field;
- (ii) Improving the parking lot layout by completing asphalt concrete paving and striping and installing accessible parking spaces;
- (iii) If the City chooses to do so, adding additional parking areas along the field perimeter;

- (iv) Installing an accessible prefabricated restroom building
- (v) New utility service connections to City sanitary sewer system, Nevada Irrigation District water system and as necessary Pacific Gas & Electric electric system;
- (vi) Constructing accessible sidewalks to connect the facilities depicted on Exhibit A to each other and to public sidewalks serving the Premises;
- (vii) Installing perimeter field fencing as necessary to separate playing areas;
- (viii) Realigning outer fencing to accommodate expansion of Premises;
- (ix) Installing field lighting if requested by the City and pre-approved by District in writing.
- (x) Installing a network interface device (NID) as necessary for control of City's new irrigation system;
- (xi) All use of facility, scheduling, gate unlock/locks, and general security of the facility;
- (xii) Improving drainage from turf field and newly installed paved parking areas within the area of lease (see Exhibit A-Lease area) and connecting to the existing Sierra College drainage ditch;
- (xiii) City shall not allow advertising signs to be hung from fences or field barriers for any reason, to maintain the open space feel of the campus. All signage installed on or at field and buildings must be pre-approved by District in writing.

6. DISTRICT USE.

During the term of this Agreement the District shall have first priority on use of the Premises between 7 am and 2:30 pm, Monday through Friday, for academic classes for the District, with at least 30 days' notice to the City, rent free. Any requests to use the fields after 2:30 PM Monday through Friday shall be at the approval of the City, and rent free to the District only. The District shall be responsible for any damage to the Premises and portable structures, apparatus or equipment thereon resulting from the District use of the Premises.

7. MAINTENANCE AND REPAIR.

The City shall be solely responsible for the cost and expense of routine maintenance of the Premises. The District will conduct routine inspections of the Premises, as needed, and will notify the City regarding any discrepancies that need to be addressed, including but not limited to general grounds-keeping, cleanliness, facility repairs, and debris removal. Said discrepancies shall be mitigated within seven (7) calendar days of notification, unless the facilitate has been closed due to weather or other unforeseen issues then additional time shall be allotted to resolve the issue as agreed by both parties. Should said discrepancies not be mitigated within seven (7) calendar days, District staff will complete needed work and charge the City at an hourly employee (s) rate (fully encumbered) two (2) hours minimum. City shall also be responsible for all solid

waste and recycling removal for the Premises including the County solid waste annual assessment.

8. POSSESSORY INTEREST TAX.

If the District creates a possessory interest subject to tax, the District will either pay the tax or require the holder of the possessory interest to pay the tax. If the City creates a possessory interest subject to tax, the City will pay the tax or require the holder of the possessory interest to pay the tax.

9. INSURANCE.

a. Insurance.

- (i) **Public Liability and Property Damage.** Both Parties agree to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of public liability and property damage insurance or pooled self-insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with their use of District property under this Agreement. Such insurance shall be in amounts not less than \$5,000,000 per occurrence; \$10,000,000 for general aggregate and \$2,000,000 for property damage.
- (ii) **Automobile Liability.** Each Party also agrees to maintain in full force and effect with regard to any owned vehicles which the respective Party brings onto the Property, including the District property, a suitable policy or policies of automobile liability insurance with a combined single limit of \$5,000,000 per accident throughout the duration of the Agreement.
- (iii) **Workers' Compensation.** Each Party shall also maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.
- (iv) **Notice; Additional Named Insureds.** All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both Parties hereto before cancellation or change in coverage, scope, or amount of any policy. Each Party, its directors, officers, agents, employees, and consultants, shall be designated as additional named insured on the other Party's policies.
- (v) **Insurance Endorsements.** Concurrent with the execution of the Agreement, each Party will provide the other Party with an endorsement(s) verifying such insurance and the terms described herein.
- (vi) **Joint Powers Authority.** These insurance requirements may be satisfied through a joint powers agency, or similar entity, formed for the purpose of providing pooled self-insurance to public entities.

10. ASSIGNMENT.

The District and the City hereby agree that neither Party may assign this Agreement without the prior written consent of the other Party, which consent may be withheld by the other Party in its sole discretion.

11. NOTICES.

All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered by acknowledged email or other verified receipt electronic communications, or a nationally recognized overnight courier or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to District: SIERRA JOINT COMMUNITY COLLEGE DISTRICT
Attn: VP, Administrative Services
5100 Sierra College Drive
Rocklin, CA 95977
contracts@sierracollege.edu

If to City: THE CITY OF GRASS VALLEY
Attn: City Engineer
125 East Main Street
Grass Valley, California 95945
bjornj@cityofgrassvalley.com

Any Party may change its address for notice by written notice as provided in this paragraph and such change of address shall be effective seven days after the date notice of such change of address. Notice for purposes of this Agreement delivered by overnight courier shall be effective the next business day; notice delivered by first class mail shall be effective three days after mailing, and notice delivered by fax shall be effective on the date of delivery if delivered before 5:00 p.m. on a business day, at the recipient's location; otherwise, the next business day. Personal delivery shall be effective on delivery. Notice sent by email, on the next Business Day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

12. INDEMNIFICATION.

- i. With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, its board members, officers, agents, employees, volunteers, students and invitees ("District Parties"), the City shall indemnify, hold harmless, and defend the District Parties against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District Parties, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Premises, during the term of this Agreement, arising from, or in connection with

use or occupancy of the Premises by the general public, or from the City's, its agents, officers, employees, contractors, volunteers, guests or invitees ("City Parties") use of the Premises, or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the City or the general public in or about the Premises. The City's obligation to defend the District Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

- ii. With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the City, its council members, officers, agents, employees, volunteers, students and invitees ("City Parties"), the District shall indemnify, hold harmless, and defend the City Parties against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the City Parties, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Premises, during the term of the Agreement, arising from, or in connection with, the District, its agents, officers, employees, contractors, volunteers, guests or invitees ("District Parties") use of the Premises, or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the District in or about the Premises during its use or occupancy of the Premises, as provided in this Agreement. The District's obligation to defend the City Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. ENVIRONMENTAL MATTERS.

City shall not cause, permit or suffer any hazardous materials or substances (as such terms are defined under applicable laws) to be brought upon, kept, used, spilled or released in, on, under or about the Premises; provided that City may use such materials or substances in quantities and in a manner normally associated with its activities.

14. COMPLIANCE WITH LAW.

Both Parties shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the Premises. Both Parties shall be responsible for obtaining and maintaining throughout the Term of the Agreement all permits, licenses and approvals, from any local, state or federal agency necessary for the use of the Premises. Both Parties shall comply with requirements of state law regarding fingerprinting, background checks, and health screening, as applicable.

15. EMPLOYEES/INDEPENDENT CONTRACTORS.

- i. For purposes of this Agreement, all persons employed by City in the performance of services and functions with respect to this Agreement shall be deemed employees of City and no City employee shall be considered as an employee

of the District under the jurisdiction of District, nor shall such City employees have any District status of any kind while an employee of the City.

- ii. City shall have no authority to contract on behalf of District. It is expressly understood and agreed by both Parties hereto that City, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of District.
- iii. For purposes of this Agreement, all persons employed by District in the performance of services and functions with respect to this Agreement shall be deemed employees of District and no District employee shall be considered as an employee of the City under the jurisdiction of District, nor shall such District employees have any City pension, civil service, or other such status.
- iv. District shall have no authority to contract on behalf of City. It is expressly understood and agreed by both parties hereto that District, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of City.

16. AS-IS CONDITION.

The District grants the license to the Premises in as-is condition and District makes no representation or warranty of any kind regarding the condition or character of the Premises.

17. EARLY TERMINATION OF AGREEMENT.

District acknowledges that City has agreed to invest approximately \$4,000,000 to improve the Premises in consideration of its ability to use the Premises for City-sponsored activities for the entire Initial Term of the Agreement. Accordingly, if District terminates this Agreement for any reason other than a material default by City of its obligations hereunder (after notice and a reasonable opportunity to cure), then District shall reimburse City on a pro rata basis for a portion of City's incurred costs to improve the Premises based upon the remaining Initial Term of the Agreement. For example, if City invests \$4,000,000 to improve the Premises, and District terminates this Agreement (for reasons other than City's default hereunder) on the 4th anniversary of the Effective Date, then District shall pay to City $\$4,000,000 \times 16/20 = \$3,200,000$.

18. MISCELLANEOUS.

- a. Attorney's Fees. In the event that, at any time after the date of this Agreement, either District or City shall institute any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the party not prevailing in such action or proceeding shall reimburse the prevailing party for reasonable attorneys' fees, costs and expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes: (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.
- b. Nonliability of Officials. Except as otherwise explicitly provided by law, no officer, member, employee, agent, or representative of either Party shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any

action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

- c. Board/Council Approval. This Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District's Board of Trustees duly passed and adopted. This Agreement is not valid or an enforceable obligation against the City until approved or ratified by motion of the City Council duly passed and adopted.
- d. Joint Venture; No Third-Party Beneficiaries. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other such agreement between the District and City. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- e. Entire Agreement. It is understood that there are no oral or written agreements or representations between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels all previous negotiations, arrangements, representations, agreements and understandings, if any, between District and City.
- f. No Modifications. No provision of this Agreement may be amended except by an agreement in writing signed by District and City.
- g. Severability. If any provision of this Agreement or the application of such provision to any person, entity or circumstance is found invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the other provisions of this Agreement and all other provisions of this Agreement shall be deemed valid and enforceable.
- h. Assigns. All rights and obligations of District and City under this Agreement shall extend to and bind the respective successors and assignees of the parties provided such succession or assignment is evidenced by a writing shared with the other party.
- i. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California, County of Nevada.
- j. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts. Signatures may be given by electronic means, including an emailed pdf, with the same force as original, wet signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have caused this Agreement to be executed as of the date first above written.

DISTRICT:

SIERRA JOINT COMMUNITY COLLEGE DISTRICT,
a community college district duly organized and existing
under the laws of the State of California

By: _____

Name: Erik Skinner

Title: VP- Administrative Services

APPROVED AS TO FORM:

District Attorney

CITY:

THE CITY OF GRASS VALLEY, a municipal corporation

By: _____

Name: Bjorn P. Jones

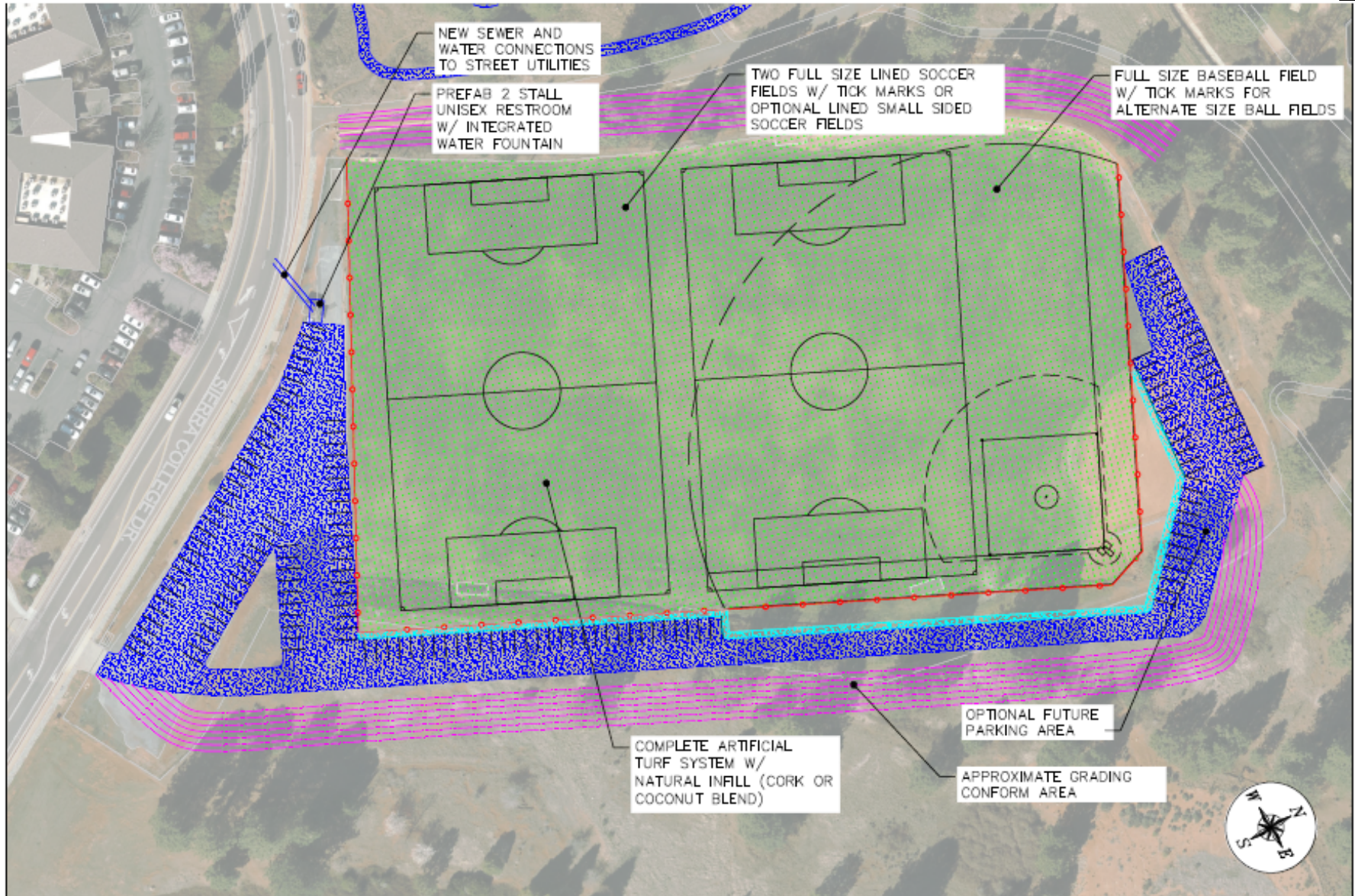
Title: City Engineer

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

Item # 8.



GRASS VALLEY SIERRA COLLEGE ROTARY FIELDS IMPROVEMENTS
 CONCEPTUAL LAYOUT

CITY OF GRASS VALLEY
 125 E MAIN ST GRASS VALLEY, CA 95945
 P: 530-274-4350 F: 530-274-4399

DRAWN BY: S. JONES
 PROJECT # 18D
 MAR 4, 2022

SHEET
 1 OF 2

DWG #
 XXXX