



**REGULAR CITY COUNCIL MEETING
MEETING AGENDA
WEDNESDAY, JULY 26, 2017**

Regular Meeting - 6:30 PM

**City Hall – Beryl P. Robinson, Jr. Conference Room
317 Broad Street, Nevada City, CA 95959**

MISSION STATEMENT

The City of Nevada City is dedicated to preserving and enhancing its small town character and historical architecture while providing quality public services for our current and future residents, businesses and visitors.

Evans Phelps, Mayor

**Reinette Senum, Council Member
David Parker, Council Member**

**Duane Strawser, Vice Mayor
Valerie Moberg, Council Member**

The City Council welcomes you to its meetings which are scheduled at 6:30 PM on the 2nd and 4th Wednesdays of each month. Your interest is encouraged and appreciated. This meeting is recorded on DVD and is televised on local public television Channel 17. Other special accommodations may be requested to the City Clerk 72 hours in advance of the meeting. Please turn off all cell phones or similar devices. Action may be taken on any agenda item. Agenda notices are available at City Hall. Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Hall at 317 Broad Street, Nevada City, CA during normal business hours.

ANY MEMBER OF THE PUBLIC DESIRING TO ADDRESS THE COUNCIL ON ANY ITEM ON THIS AGENDA: After receiving recognition from the Mayor, give your name and address, and then your comments or questions. Please direct your remarks to the Councilmembers. In order that all interested parties have an opportunity to speak, please limit your comments to the specific item under discussion. All citizens will be afforded an opportunity to speak, consistent with their Constitutional rights. Time limits shall be at the Mayor's discretion. **IF YOU CHALLENGE** the Council's decision on any matter in court, you will be limited to raising only those issues you or someone else raised at the meeting or Public Hearing described on this agenda, or in written correspondence delivered to the City Council at, or prior to, the meeting or Public Hearing.

REGULAR MEETING – 6:30 PM - Call to Order

Roll Call: Moberg, Parker, Senum, Vice Mayor Strawser, & Mayor Phelps

PLEDGE OF ALLEGIANCE

PROCLAMATION:

PRESENTATIONS: Miners Foundry Cultural Center Update, Gretchen Bond, Executive Director

BUSINESS FROM THE FLOOR

1. PUBLIC COMMENT

Under Government Code Section 54954.3, members of the public are entitled to address

the City Council concerning any item within the Nevada City Council's subject matter jurisdiction. Comments on items NOT ON THE AGENDA are welcome at this time. Normally, public comments are limited to no more than three minutes each. **Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda.**

2. REORGANIZATION OF CITY COUNCIL

- A. Confirmation of Mayor Pro Tem Selection to be Mayor
- B. Nominations and Selection of Vice Mayor

3. COUNCIL MEMBERS REQUESTED ITEMS AND COMMITTEE REPORTS:

4. CONSENT ITEMS:

All matters listed under the Consent Calendar are to be considered routine by the City Council 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 votes on the motion to adopt, members of the Council, City staff or the public request specific items to be removed from the Consent Calendar for separate discussion and action.

- A. **Subject:** Award of Contract for Storm Damage Repairs to the Horseshoe Court at Pioneer Park in Nevada City
Recommendation: Pass a Motion awarding a contract to MPI, Inc. in the amount of \$9,175 plus \$1,000 contingencies for Storm Damage Repairs to the Horseshoe Court in Pioneer Park and authorize the Mayor to sign.
- B. **Subject:** Award of Contract for Upper Park Avenue Water Improvements in Nevada City
Recommendation: Pass a Motion awarding a contract to Heart P Four, Inc. in the amount of \$138,800 plus \$20,000 contingencies for Upper Park Avenue Water Improvements in Nevada City and authorize the Mayor to sign.
- C. **Subject:** Indigenous Peoples Day Street Closure Request – October 6, 2017
Recommendation: Review and authorize Indigenous Peoples Day street closure request per application.
- D. **Subject:** Consideration of Professional Services Agreement with RSG, Inc. for Technical Support Related to Review of City of Nevada City Sphere of Influence by the Nevada County Local Agency Formation Commission
Recommendation: Pass a Motion awarding a Professional Services Agreement to RSG, Inc. in an amount not to exceed \$5,500 to provide subject matter expertise, technical support and assistance with review of its existing Sphere of Influence by the Nevada County Local Agency Formation Commission (LAFCo).

5. APPROVAL OF ACTION MINUTES:

- A. City Council Meeting – July 12, 2017

6. DEPARTMENT REQUESTED ACTION ITEMS AND UPDATE REPORTS:

A. Subject: Nevada City Broadband Task Force
Recommendation: Receive and file.

7. PUBLIC HEARINGS:

8. OLD BUSINESS:

9. NEW BUSINESS:

A. Subject: Informational Report on PG&E’s LED Streetlight Upgrade Project
Recommendation: Receive and file.

B. Subject: Appointment of Voting Delegate and Alternates(s) for the 2017 League of California Cities Annual Conference September 13-15, 2017 in Sacramento, California
Recommendation: Pass a Motion designating a voting delegate and alternate(s) for the League of California Cities Business Meeting to be held on Friday, September 15, 2017 in Sacramento, California.

10. CORRESPONDENCE:

11. ANNOUNCEMENTS:

12. CITY MANAGER’S REPORT:

13. ADJOURNMENT

Certification of Posting of Agenda

I, Mark Prestwich, City Manager for the City of Nevada City, declare that the foregoing agenda for the July 26, 2017 Regular Meeting of the Nevada City City Council was posted July 21, 2017 at the entrance of City Hall. The agenda is also posted on the City’s website www.nevadacityca.gov.

Signed July 21, 2017 at Nevada City, California

_____, Mark Prestwich, City Manager

**CITY OF NEVADA CITY
City Council
Long Range Calendar**

August 9, 2017 Regular Council Meeting
August 23, 2017 Regular Council Meeting
September 13, 2017 Regular Council Meeting
September 27, 2017 Regular Council Meeting

NOTE: This list is for planning purposes; items may shift depending on timing and capacity of a meeting.

NOTICE: *As presiding officer, the Mayor has the authority to preserve order at all City Council meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Council and to enforce the rules of the Council.*

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

July 26, 2017

TITLE: Selection of Mayor and Vice Mayor to Service for Fiscal Year 2017-2018

RECOMMENDATION: Conduct the selection process for Mayor and Mayor Pro Tem (Vice Mayor) in accordance with the Mayoral Succession adopted as amended pursuant to Resolution 2012-27.

CONTACT: Mark Prestwich, City Manager

BACKGROUND/DISCUSSION:

The Mayoral Succession Policy for Nevada City was clarified and modified by Resolution 2012-27 (copy attached) providing for selection for the positions of Mayor and Mayor Pro Tem (Vice Mayor) on a rotating basis.

Pursuant to the adopted Policy, current Vice Mayor Duane Strawser automatically succeeds Evans Phelps as Mayor unless he declines. The Policy further provides that the Mayor Pro Tem (Vice Mayor) shall be the next senior member who has served for at least 11 months and not previously served as Mayor. Council Members David Parker and Valerie Moberg both meet this criteria and are eligible for selection as Vice Mayor unless they decline.

Should a member of the Council who is to assume either position not be present, the Council can postpone the action or make the designations contingent upon that member's acceptance of the position.

ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: Not applicable

ATTACHMENT:

- ✓ Resolution 2012-27

RESOLUTION 2012-27

**RESOLUTION CONSOLIDATING THE POLICY AND
ALL AMENDMENTS TO THE MAYORAL SUCCESSION POLICY FOR THE
CITY COUNCIL OF NEVADA CITY**

WHEREAS, Resolution 2007-34 establishing the policy for mayoral succession in Nevada City, was amended at the meeting of March 28, 2007 without updating the written record and was again revised at the regular Council meeting on June 23, 2010, to provide in Paragraph 6 "No member shall serve as mayor during their first two years on the City Council" (increasing the time period from one to two years and was again revised on June 27, 2012 to clarify the required term for a Mayor Pro Tem to have served for 23 months, and

WHEREAS, The City Council desires to further clarify the policy to address the appropriate tenure requirement for the Mayor Pro Tem to establish an appropriate succession of the Mayor Pro Tem to the position of Mayor after serving one year as Mayor Pro Tem, and

WHEREAS, It is most appropriate and effective to have a comprehensive policy statement adopted by the City Council for future reference.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Nevada City does hereby rescind Resolution 2007-34, Resolution 2012-23 and all other modifications to the Mayor Succession Policy in order to consolidate the original policy with all subsequent modifications into the policy stated in Attachment 'A'; and

BE IT FURTHER RESOLVED, the City Council hereby adds an additional amendment to the policy to ensure that the appointment of Council Members to Mayor Pro Tem and their subsequent succession to Mayor ensures that the maximum opportunity for serving as Mayor is afforded to all Council Members with as much experience in office as can be acquired before serving in those leadership positions. To this purpose, the policy will include the requirement that in order for a Councilmember to be appointed to the position of Mayor Pro Tem, they must have a minimum of eleven (11) months in office as a Nevada City Councilmember

PASSED AND ADOPTED by the City Council of the City of Nevada City held on 11th day of July, 2012, by the following vote:

AYES: MCKAY, BERGMAN, HARRIS, SENUM

NOES: NONE

ABSENT: STRAWSER

ABSTAIN: NONE

ATTEST:


Niel Locke, City Clerk


David McKay, Mayor

Attachment 'A' for Resolution 2012-XX

Mayoral Succession Policy in Nevada City

It has been hereby resolved by the City Council of the City of Nevada, California, that the positions of Mayor and Mayor Pro Tem of Nevada City shall rotate based upon the following policy:

- 1) The Mayor shall be the senior member who has served on the City Council for a minimum of twenty three (23) months and not previously served in that capacity. The term of office shall be one year, without succession, beginning at the first regularly scheduled City Council meeting each July or the first meeting following certification of a City Council election.
- 2) The Mayor Pro Tem shall be the next senior member who has served a minimum of eleven (11) months and not previously served as Mayor. The term of office shall run concurrent with that of the mayor as described above.
- 3) When two or more members have equal seniority and have not yet served as Mayor or Mayor Pro Tem, the order of succession shall be determined by the number of votes each member received at the time of their election.
- 4) The Mayor Pro Tem shall automatically succeed the Mayor each year, excepting that the Mayor Pro Tem may decline such succession. If the Mayor Pro Tem declines the position of Mayor, such office shall be extended to the next senior member in order, or by majority vote of the Council if all other members have served at least one year as Mayor.
- 5) Once all seated members have served as Mayor, succession shall be based on a majority vote of the Council, recognizing that the term of office for each position shall be one year.

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

July 26, 2017

TITLE: Award of Contract for Storm Damage Repairs to the Horseshoe Court at Pioneer Park in Nevada City

RECOMMENDATION: Pass a Motion awarding a contract to MPI, Inc. in the amount of \$9,175 plus \$1,000 contingencies for Storm Damage Repairs to the Horseshoe Court in Pioneer Park and authorize the Mayor to sign.

CONTACT: Bryan K. McAlister, City Engineer

BACKGROUND/DISCUSSION: The purpose of this project is to repair storm and flood related damage to the horseshoe court area at Pioneer Park associated with the January 2017 storm events. Storm flows from January storm resulted in extensive flood damage to areas throughout the City. The City issued a proclamation of disaster on January 25th. The Governor declared this series of storm events as a major disaster and the President of the United States issued a Disaster Assistance declaration FEMA-4301-DR-CA. On March 24th the City filed a Request for Public Assistance (RPA) with CA State Governors Office of Emergency Services (Cal OES) with a list of projects. This project was included as a portion of Pioneer Park Flood Repair - Item 1 on the list. FEMA and Cal OES issued a damage description for this project in June 2017. The work generally consists of repairs to the court and horseshoe pits including all labor and materials.

City staff solicited bids for Storm Damage Repairs to the Horseshoe Court from local contractors in June, 2017. One qualified bid was received as follows:

- MPI, Inc., Nevada City CA \$9,175.13

MPI, Inc. was selected as the lowest responsive and responsible bidder.

FISCAL CONSIDERATIONS: The project is funded by FEMA Federal cost share of 75% of eligible costs, State cost-share under the California Disaster Assistance Act (CDAA) of 75% of the non-federal share (this equates to 18.75%) and a local share of 6.25% by the City of Nevada City General Fund (estimated at \$2,406.50 with contingencies).

ATTACHMENT:

- ✓ Contract for Storm Damage Repairs to the Horseshoe Court in Pioneer Park

Storm Damage Repairs to the Horseshoe Court in Pioneer Park



City of Nevada City, 95959
Nevada County, California

Bryan K. McAlister
PE C58570
PLS 9199

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, between the CITY OF NEVADA CITY, a municipal corporation, hereinafter called "City," and MPI, Inc., hereinafter called "Contractor."

WHEREAS, City solicited bids pertaining to the STORM DAMAGE REPAIRS TO THE HORSESHOE COURT IN PIONEER PARK in said City: and

WHEREAS, after notice duly given, City has awarded the contract for such work to Contractor;

NOW, THEREFORE, IT IS AGREED by and between said parties as follows:

1. Scope of Work. The contractor agrees to furnish all labor, materials, tools and equipment, required to complete the sidewalk improvements in Nevada City, California, in accordance with the plans, specifications and other contract representation made in mandatory meetings. All such work shall be performed in a good and workmanlike manner and to the satisfaction of the designer of said project.

2. Contract Price. As consideration for all such work, City agrees to pay to Contractor at hourly rates as described in the MPI, Inc. estimate dated July 10, 2017 for an estimated total sum of Nine Thousand One Hundred and Seventy Five 13/100 (\$9,175.13) Dollars, payable in the manner hereinafter set forth.

3. Contract Documents. The complete contract between the parties hereto consists of the Agreement, Estimate and Insurance Documentation. All of the foregoing documents are intended to cooperate, so that any work or requirement specified in any of them is to be carried out or observed the same as if mentioned in all.

4. Time for Performance. Within five (5) days after the execution of this Agreement, City shall give Contractor written Notice to Proceed, and thereafter Contractor shall commence the work and shall prosecute the same with due diligence until completion and acceptance by City; provided, however, that all such work shall be completed and ready for use within **forty five (45) working days** after Contractor receives said Notice to Proceed.

5. Extension of Time. If, because of adverse weather conditions, strikes, inability of the Contractor (through no fault on his/her part) to obtain necessary materials, or other cause beyond the reasonable control of Contractor, Contractor is unable to complete the required work within the allowed time, he shall be entitled to an extension or extensions of such time, commensurate with the unavoidable delay thus caused; provided, however that Contractor shall apply to City for approval of any such extension prior to the expiration of the time for performance as specified in the preceding paragraph.

6. Contractor's Failure to Complete Work. If Contractor fails to prosecute the work with such diligence as will insure its completion within the time hereinabove specified, or any extension thereof, or fails to complete such work within such time, or if Contractor shall otherwise violate this Agreement, City may give written notice to Contractor and his sureties of City's intention to terminate this Agreement unless, within five (5) days after services of such notice, satisfactory arrangements are made with the City for the completion of such work or the curing of such breach; and if such arrangements are not made within such time, City may, at its option, terminate this Agreement by giving written notice of such termination to Contractor and his sureties.

7. Payments to Contractor. On or before the tenth day of each month during the progress of the work, Contractor shall submit to the Designer an itemized statement of all labor and materials incorporated into the improvement during the preceding month and the portion of the contract price applicable thereto.

8. Indemnification. Contractor agrees to hold City, and its officers, agents, and employees harmless from any

and all liability and claims for damages for death and personal injury, and for property damage, incident to or arising out of the operations of Contractor or any subcontractor under this Agreement, and Contractor further agrees to defend City, and its officers, agents, and employees in any and all lawsuits which may be brought for such damages caused, or alleged to have been caused, by such operations. In addition, Contractor agrees to furnish to the City evidences of insurance coverage. The approval of such insurance by City shall not constitute a waiver or limitation of any rights under this indemnity agreement, regardless of whether such insurance shall be held to be inapplicable to any such damage or claims therefore.

Executed in duplicate this _____ day of _____, _____.

ATTEST:

CITY OF NEVADA CITY

By: _____
(Mayor)

By: _____
(Contractor)

By: _____
(Authorized Officer)



11505 North Bloomfield Road
Nevada City, CA 95959
530-470-0751
propertyimprovements@rocketmail.com

July 10, 2017

Summary: T&M
Reference #: 1293-101

Pioneer Park Nevada City Parks Department

Nevada City , CA 95959

Job Name:

Pioneer Park Nevada City Parks Department

Nevada City , CA 95959

Item Code	Description	Hrs/Qty	Price	Amount
LAB3I	3 Man Instalation Crew	54.00	120.00	6480.00
HILLSFLATMATES	Hills Flat Lumber (Materials Estimate 517014)	1.00	1778.37	1778.37
RDTRHSE	Radiator Hose 1" I.D.	16.00	3.49	55.84
DELFE200	Delivery Fee - Clay from Lincoln	3.00	200.00	600.00
LINCOLN CLAY TN	Lincoln Clay (per Ton)	7.80	24.29	189.46
JACKHAMMER	Jack Hammer fee	1.00	50.00	50.00

Material	Labor	Subtotal	Sales Tax	Total
2673.67	6480.00	9153.67	21.46	\$9,175.13

**HILLS FLAT LUMBER CO STORE #1
380 RAILROAD AVE
PO BOX 2629
GRASS VALLEY, CA 95945
PHONE: (530) 273-6171**

Cust No *5	Job No	Purchase Order	Reference	Terms PREPAID	Clerk BR	Date 5/25/17	Time 10:35
---------------	--------	----------------	-----------	------------------	-------------	-----------------	---------------

Sold To:
**** CASH ****

Ship To:
GOLD COUNTRY HORSESHOE ASSOC
PIONEER PARK

NEVADA CITY CA 95959

EXP. DATE: 5/25/17 DOC# 517014/1
 TERM#536 *****
 * ESTIMATE *

 SLSPR: BR BRET BURNS
 TAX : 002 NC GRASS VLY TAX EST. 517014

LN#	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	UNITS	PRICE/PER	EXTENSION
1		72	EA	C90	90# CONCRETE **NET** YELLOW BAG	72	4.49 /EA	323.28 *
2		1	EA	PALQKT	PALLET CHARGE*NET*QUIKRETE	1	16.00 /EA	16.00 *
3		1	EA	PALFEE	NONREFUNDABLE PALLET USAGE FEE	1	2.00 /EA	2.00 *
4								
5		6	EA	DFPT610121	6X10X12' PT DOUG FIR #1 GC	360	3290.00 /MF	1,184.40
6								
7		1	EA	FORK	FORKLIFT CHARGE W/OPER PER HR	1	75.00 /EA	75.00 *
8					1 HOUR MINIMUM CHARGE			
9								
10		1	EA	DEL35	DELIVERY SERVICE BASIC LOCAL	1	35.00 /EA	35.00 *
11								
12					LOAD BUILT BY:			
13					REPRINT			
14								
15								
16					LOAD CHECKED BY:			
17					_____			
18								
19								
20					LOAD DELIVERED			
21					BY: _____			
22								
23		1	EA	TERMS/530	TERMS/530	1	/EA	N/C *
24					ESTIMATE IS GOOD FOR ACCEPTANCE			
25					FOR 5 DAYS. PRICES WILL BE			
26					HONORED FOR 30 DAYS.			
27					PLEASE VERIFY ALL ITEMS AS			
28					HILLS FLAT LUMBER IS NOT			
29					RESPONSIBLE FOR ERRORS OR			
30					OMMISSIONS.			
31					**DISCOUNT SHOWN IS FOR**			
32					PAYMENT BY CASH ACCOUNT			
33					OR CREDIT PER TERMS.			
34								
35					**HILLS FLAT LUMBER IS NOT**			

CONT'D

X _____
Received By

HILLS FLAT LUMBER CO STORE #1
 380 RAILROAD AVE
 PO BOX 2629
 GRASS VALLEY, CA 95945
 PHONE: (530) 273-6171

Cust No	Job No	Purchase Order	Reference	Terms	Clerk	Date	Time
*5				PREPAID	BR	5/25/17	10:35

Sold To:
 **** CASH ****

Ship To:
 GOLD COUNTRY HORSESHOE ASSOC
 PIONEER PARK
 NEVADA CITY CA 95959

EXP. DATE: 5/25/17
 TERM#536
 SLSPR: BR BRET BURNS
 TAX : 002 NC GRASS VLY TAX
 DOC# 517014/1

 * ESTIMATE *

 EST. 517014

LN#	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	UNITS	PRICE/PER	EXTENSION
36					RESPONSIBLE FOR ERRORS			
37					IN TAKEOFF. PLEASE VERIFY			
38					ALL ITEMS PRIOR TO ORDERING.			
REPRINT								
NC GRASS VLY TAX			1635.68	130.85				
NC GRASS VLY TAX			1184.40	11.84				

TAXABLE 1635.68
 NON-TAXABLE 0.00
 SUBTOTAL 1635.68

** ESTIMATE ** ESTIMATE ** ESTIMATE ** ESTIMATE **

TAX AMOUNT 142.69
 TOTAL AMOUNT 1778.37

X

Received By

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

July 26, 2017

TITLE: Award of Contract for Upper Park Avenue Water Improvements in Nevada City

RECOMMENDATION: Pass a Motion awarding a contract to Heart P Four, Inc. in the amount of \$138,800 plus \$20,000 contingencies for Upper Park Avenue Water Improvements in Nevada City and authorize the Mayor to sign.

CONTACT: Bryan K. McAlister, City Engineer and
Chris Schack, Public Works Superintendent

BACKGROUND/DISCUSSION:

The City Engineer and Public Works Superintendent identified water improvements that are necessary for continued service to residents on Upper Park Avenue. This roadway is scheduled for drainage and pavement improvements which need to be completed prior to winter. Due to construction schedules, staff is recommending that water improvements be expedited so that the subsequent work involving drainage and paving can be completed. In addition to the work on Upper Park Avenue, public works staff also identified water repairs that are needed at various locations throughout the City. The proposed water repairs are itemized in the bid documents and include water valve and hydrant replacement. This project provides much needed replacement of century old water line facilities that are difficult to access and maintain.

City staff solicited bids for Upper Park Avenue Water Improvements from four local contractors on July 18, 2017. Two bids were procured, as follows:

- Hansen Bros. Enterprises, Grass Valley CA \$181,819.00
- Heart P. Four, Inc., Nevada City CA \$138,800.00

Heart P. Four, Inc. was selected as the lowest responsive and responsible bidder.

FISCAL CONSIDERATIONS: The project will be funded as authorized in the fiscal year 2017/2018 water and sewer fund appropriations. .

ATTACHMENT:

- ✓ Contract for Upper Park Avenue Water Improvements

UPPER PARK AVENUE WATER IMPROVEMENTS



City of Nevada City, 95959
Nevada County, California

A handwritten signature in blue ink, appearing to read "Bryan McAlister", is written over a horizontal line.

Bryan K. McAlister
PE C58570
PLS 9199

A handwritten signature in black ink, appearing to read "William J. Falconi", is written over a horizontal line.

William J. Falconi
PE 25842
PLS 4911

NOTICE TO CONTRACTOR'S

UPPER PARK AVENUE WATER IMPROVEMENTS

Sealed proposals for UPPER PARK AVENUE WATER IMPROVEMENTS will be received by the City at City Hall, 317 Broad Street, Nevada City, California, 95959, until **3:00 PM on July 18th, 2017**, at which time, or as soon thereafter as practicable, all such proposals will be publicly opened and read at City Hall, 317 Broad Street, Nevada City, California.

Bids shall be enclosed and sealed in an envelope addressed to the City of Nevada City at the above stated address and shall be marked "UPPER PARK AVENUE WATER IMPROVEMENTS"

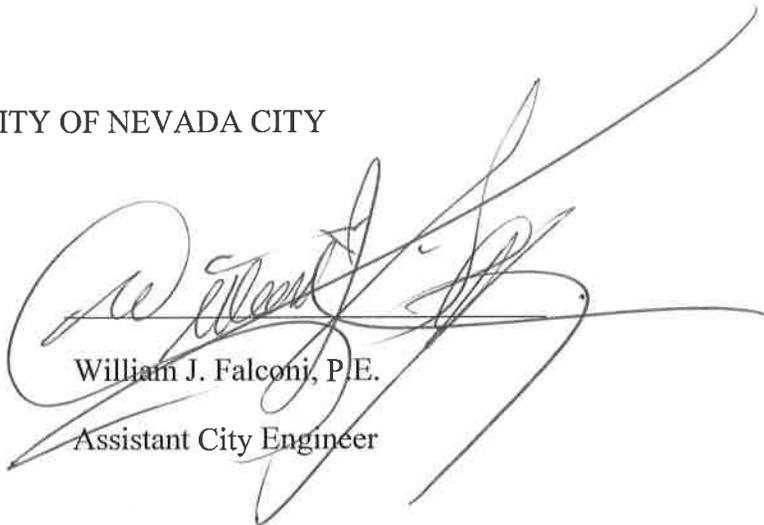
The work includes the furnishing of all labor, materials, and equipment required for the job in accordance with the plans, specifications and other contract documents as set forth by the City Engineer. Such bid documents will be on file with the City staff and are available for inspection during office hours. Bid proposals may be obtained at the office of said City Hall at 317 Broad Street, Nevada City, California on or after July 7th, 2017.

THIS IS A TIME SENSITIVE CONTRACT. ALL WORK MUST BE COMPLETE BY AUGUST 25TH.

The City reserves the right to reject all bids; or to accept any portion of bid schedule; to reject any bid which is incomplete or irregular; to determine which proposal is, in its judgment, the lowest responsible bid of a responsible bidder and to waive any informality or minor irregularity of any bid.

DATED: July 7, 2017

CITY OF NEVADA CITY



William J. Falconi, P.E.
Assistant City Engineer

①

BID SCHEDULE

CITY OF NEVADA CITY
UPPER PARK AVENUE WATER IMPROVEMENTS

<u>No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1.)	1	EA	1" Air Release Assembly	\$ <u>1,800⁰⁰</u>	\$ <u>1,800⁰⁰</u>
2.)	400	LF	4" C900 Water Pipe	\$ <u>110⁰⁰</u>	\$ <u>44,000⁰⁰</u>
3.)	1	EA	4" Tee and 4" Gate Valve at Boulder Street	\$ <u>8,000</u>	\$ <u>8,000⁰⁰</u>
4.)	2	EA	1" Water Service (Replumb Exist) Connect to Existing Meter	\$ <u>1,100</u>	\$ <u>2,200⁰⁰</u>
5.)	3	EA	1" Water Service (New Meter) Replumb to House	\$ <u>1,600</u>	\$ <u>4,800⁰⁰</u>
6.)	15 150	TN	Class II Agg Base Trench Zone Backfill	\$ <u>40</u>	\$ <u>6,000⁰⁰</u>
7.)	1	LS	Asphalt Patch Pave Boulder Street	\$ <u>5,000</u>	\$ <u>5,000⁰⁰</u>
Grand Total					\$ <u>71,800⁰⁰</u>

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Note

1. Project shall be prevailing wages.
2. Water Meter to be supplied by the City. All other materials and meter boxes to be provided by the contractor.

10 of 2

Additional Work.

Location	Description	Amount.
A 1. N. Pine St.	Replace 6" G. Valve	8,500 ⁰⁰
B 2. N. Pine St ² Locations	6" G. Valve / F. Hyd.	21,000 ⁰⁰
C 3. Giles St.	New five hydant.	12,000 ⁰⁰
D 4. Zion St.	Replace 6" G. Valve.	8,500 ⁰⁰
E 5. Argall Way ² Locations	1 Replace 2 6" G. Valve. (New)	17,000 ⁰⁰
6.		
7.		
8.		
9.		
10. Grand Total page 2.		67,000 ⁰⁰

Total of Page 1 & 2

= \$ 138,800⁰⁰

PROPOSAL/CONTRACT

UPPER PARK AVENUE WATER IMPROVEMENTS, Nevada City, CA

TO: City of Nevada City, City Hall, Nevada City, California.

The undersigned, as a bidder, submits the following proposal for the UPPER PARK AVENUE WATER IMPROVEMENTS in the City of Nevada City, California, and offers to perform all work and furnish all labor, materials, tools, equipment, power and water as required for the completion of said project, in accordance with the plans, specifications and all other contract documents. The bidder has inspected the project site and has examined all conditions affecting the proposed work.

If this bid is accepted, the bidder agrees to execute the Agreement, and furnish to the City all documents and evidences of insurance, within ten (10) days after receiving written notice of the award of contract, and complete the project within **twenty (20) working days** after receiving written notice to proceed. **No bond is required for this project.**

Attached to this bid and made a part hereof is a list of proposed subcontractors, setting forth all information required by Section 4104 of the Government Code.

There is no pre-bid meeting scheduled for this project.

The undersigned is (state whether individual, partnership or corporation)_____.

DATED: _____

FIRM NAME: Heart P Four Inc

BY: Phil Perononi

Signature of Authorized Person

ADDRESS: PO Box 2266

Nevada City

Contact Person: _____

PHONE: 432 1312

CELL PHONE: 916 531 5160

CONTRACTOR'S #: 482507

EXPIRATION: 11-30-17

NEVADA CITY BUSINESS LICENSE #:

_____ EXPIRATION: _____

LIST OF SUBCONTRACTORS

<u>NAME</u>	<u>PLACE OF BUSINESS</u>	<u>PORTION OF WORK</u>
1. <i>NA</i>		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

AGREEMENT

THIS AGREEMENT is made this 26TH day of JULY, 2017, between the CITY OF NEVADA CITY, a municipal corporation, hereinafter called "City," and HEART P. FOUR, INC., hereinafter called "Contractor."

WHEREAS, City has caused to be prepared certain plans, specifications and other contract documents pertaining to the UPPER PARK AVENUE WATER IMPROVEMENTS in said City: and

WHEREAS, after notice duly given, City has awarded the contract for such work to Contractor;

NOW, THEREFORE, IT IS AGREED by and between said parties as follows:

1. Scope of Work. The contractor agrees to furnish all labor, materials, tools and equipment, required to complete the sidewalk improvements in Nevada City, California, in accordance with the plans, specifications and other contract representation made in mandatory meetings. All such work shall be performed in a good and workmanlike manner and to the satisfaction of the designer of said project.

2. Contract Price. As consideration for all such work, City agrees to pay to Contractor the total sum of ONE HUNDRED AND THIRTY EIGHT THOUSAND EIGHT HUNDRED ⁰⁰/₁₀₀ (\$ 138,800⁰⁰) Dollars, payable in the manner hereinafter set forth.

3. Contract Documents. The complete contract between the parties hereto consists of the Notice to Contractors, the Information to Bidders, the Bid Proposal, the General Conditions, the Plans and Specifications, and all other drawings and printed or written explanatory matter pertaining thereto, as covered in the mandatory pre-bid meeting. All of the foregoing documents are intended to cooperate, so that any work or requirement specified in any of them is to be carried out or observed the same as if mentioned in all.

4. Time for Performance. Within five (5) days after the execution of this Agreement, City shall give Contractor written Notice to Proceed, and thereafter Contractor shall commence the work and shall prosecute the same with due diligence until completion and acceptance by City; provided, however, that all such work shall be completed and ready for use within **twenty (20) working days** after Contractor receives said Notice to Proceed.

5. Extension of Time. If, because of adverse weather conditions, strikes, inability of the Contractor (through no fault on his/her part) to obtain necessary materials, or other cause beyond the reasonable control of Contractor, Contractor is unable to complete the required work within the allowed time, he shall be entitled to an extension or extensions of such time, commensurate with the unavoidable delay thus caused; provided, however that Contractor shall apply to City for approval of any such extension prior to the expiration of the time for performance as specified in the preceding paragraph.

6. Contractor's Failure to Complete Work. If Contractor fails to prosecute the work with such diligence as will insure its completion within the time hereinabove specified, or any extension thereof, or fails to complete such work within such time, or if Contractor shall otherwise violate this Agreement, City may give written notice to Contractor and his sureties of City's intention to terminate this Agreement unless, within five (5) days after services of such notice, satisfactory arrangements are made with the City for the completion of such work or the curing of such breach; and if such arrangements are not made within such time, City may, at its option, terminate this Agreement by giving written notice of such termination to Contractor and his sureties.

7. Payments to Contractor. On or before the tenth day of each month during the progress of the work, Contractor shall submit to the Designer an itemized statement of all labor and materials incorporated into the improvement during the preceding month and the portion of the contract price applicable thereto.

8. Indemnification. Contractor agrees to hold City, and its officers, agents, and employees harmless from any and all liability and claims for damages for death and personal injury, and for property damage, incident to or arising

out of the operations of Contractor or any subcontractor under this Agreement, and Contractor further agrees to defend City, and its officers, agents, and employees in any and all lawsuits which may be brought for such damages caused, or alleged to have been caused, by such operations. In addition, Contractor agrees to furnish to the City evidences of insurance coverage. The approval of such insurance by City shall not constitute a waiver or limitation of any rights under this indemnity agreement, regardless of whether such insurance shall be held to be inapplicable to any such damage or claims therefore.

Executed in duplicate this _____ day of _____, _____.

ATTEST:

CITY OF NEVADA CITY

By: _____
(Mayor)

By: _____
(Contractor)

By: _____
(Authorized Officer)

Project Specifications

PROJECT LIMITS

Various Locations, as shown on the plans.

PROJECT DESCRIPTION

The project consists of water service line installation and UPPER PARK AVENUE WATER IMPROVEMENTS as shown on the plans. Methods of installation shall be selected by the contractor, however it is expected that there will be minimal or no disturbance of private home landscaping, fencing and hardscaping.

TRAFFIC CONTROL

When work is being performed, all streets shall have one lane of traffic available for alternating traffic. At all times when work is not being performed, streets and driveways shall be safe for through traffic and pedestrians. Lane closure shall comply with California Department of Transportation, "Manual of Traffic Controls for Construction and Maintenance Work Zones" current edition. Notify Public Works Supt or City Engineer no fewer than two days in advance of proposed lane closure or driveway closure. The contractor shall coordinate and verify with City staff that homeowners have been provided sufficient notice of any disruption of service including water, sewer or road access.

CONSTRUCTION NOTES

All improvements shall be constructed in accordance with the plans and details for the project and the latest edition of Caltrans Standard Plans and Standard Specifications and the Uniform Plumbing Code.

MATERIAL NOTES

WATER LINE PIPE AND FITTINGS

Contractor shall provide and install all material necessary for the project including tubing, and pipe, horizontal and vertical elbows, short pipe pieces, corporation stops, piping connections, couplings, jointing materials, warning tape, valve box and lid, excavation, bedding and backfill. Water pipe 4" and larger shall be CL150 C900. Water pipe smaller than 4" shall be PE polyethylene water supply line. Flushing, disinfection testing and pressure testing shall be provided.

Trench backfill shall consist of sand bedding around pipe per Standard Specifications and trench zone backfill from top of sand bedding to bottom of roadway pavement section with slurry cement backfill or compacted aggregate base.

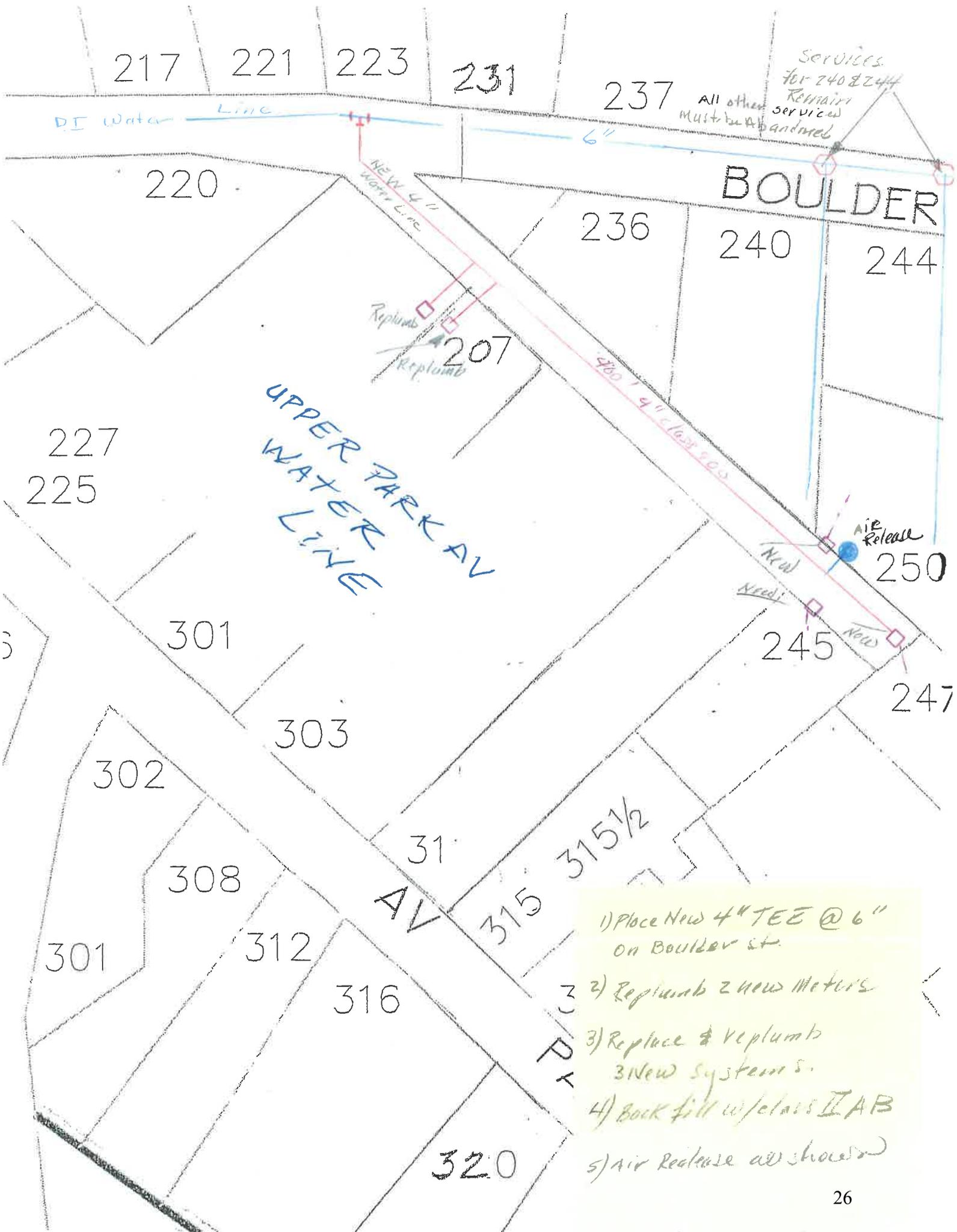
WATER SERVICES

New saddles and taps will be Corporation Stops with a double brass saddle for a 6" water main. Water service will be shut off and restarted by City personnel. Each shut off beyond 10 hours will result in a charge of \$70 per hour with a 4hour minimum.

B-16 Water Meter boxes shall be placed and centered on water meters.

GENERAL NOTES

Refer to City of Nevada City General Notes and Specifications.

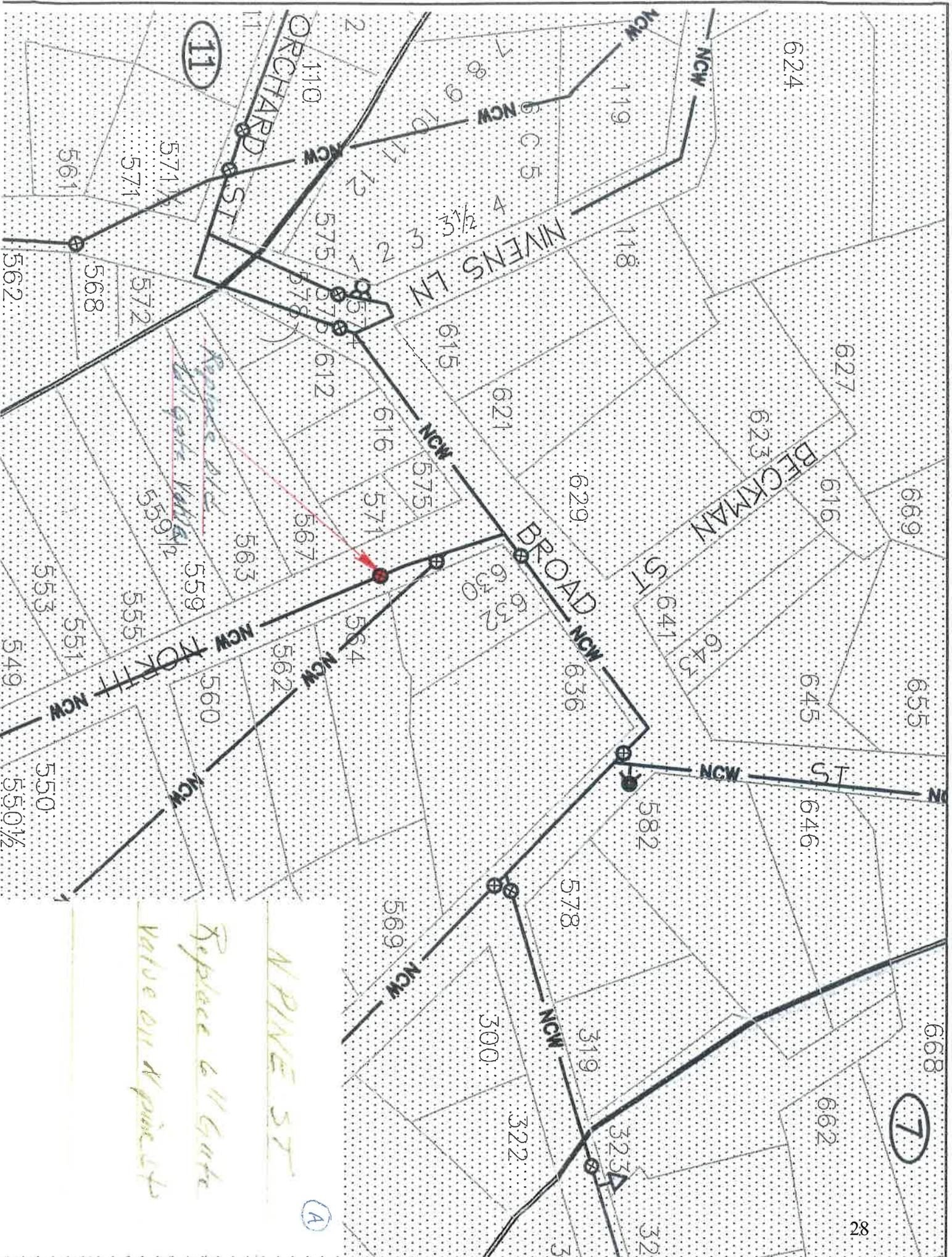


Services for 240 & 244
 Remaining services
 All other services must be abandoned

UPPER PARK AV
 WATER LINE

400 / 4" class 900

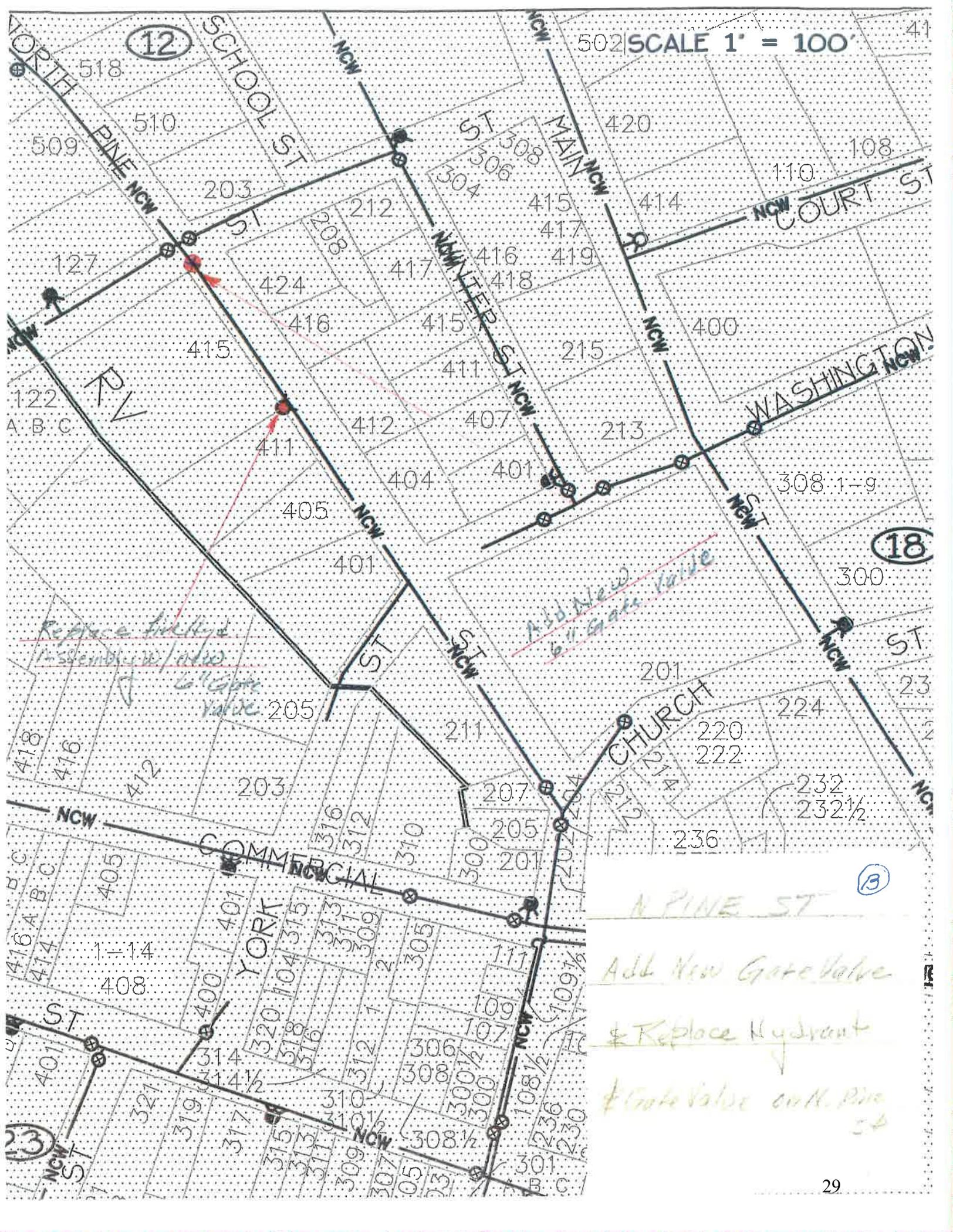
- 1) Place New 4" TEE @ 6" on Boulder st.
- 2) Replumb 2 new meters
- 3) Replace & replumb 3 New systems.
- 4) Back fill w/ class II AB
- 5) Air Release as shown



SCALE 1" = 100'

12

18



*Replace Hydrant
1-58 on block 12/100
6 1/2 Gate
valve*

*Add New
6 1/2 Gate Valve*

N PINE ST

Add New Gate Valve

& Replace Hydrant

*& Gate Valve on N. Pine
54*

SCALE 1" = 100'

GILES ST

327

323

265

332

NCW

327

325

ST

RD

444

357

387

OE

WYOMING

377

*Need Valve &
Fire hydrant
assembly*

(23)

GILES ST

Replace entire Hyd

Assembly w/new

6" Gate Valve & Hydrant

498

426 1/2

422

418

(28)

426

NCW

SCALE 1" = 100'

(28)

523

610

614

618

620

624

624 1/2

626

625

630

632

634

636

644

648
A B

700

649

124

118

114

112

110

701

121

117

115

106

707

5 UNITS

111

711

(40)

501

PAGE 34

31

Zion St

Replace 6"

Gate Valve @

Zion & Sacramento Sts

(35)

470 1/2

470

30

308

310

SEARLS
AV

WALKATH
AV

(D)

(E)

ARGALL WAY

Replace 6"

Gate Valve on

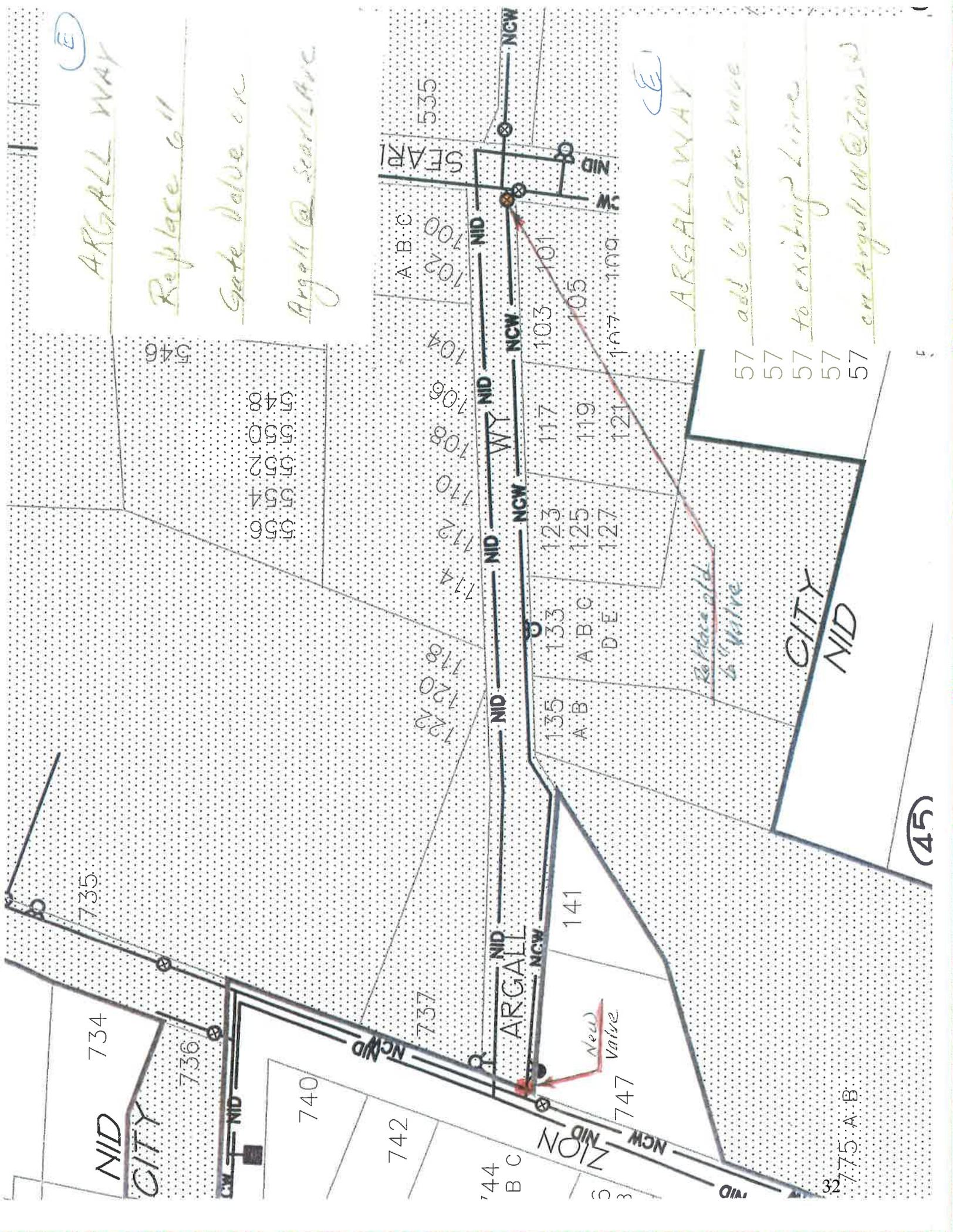
Argall @ Seals Ave

ARGALLWAY (E)

57 add 6" Gate Valve

57 to existing Line

57 on Argall W @ 2nd St



(45)

775 A.B

744 B.C

ZION NID

747

New Valve

ARGALL NID

737

NCWD

740

736

734

735

CITY NID

Replace old 6" Valve

135 A.B

133 A.B.C

125 D.E

123

127

119

117

105

103

101

100

109

107

106

104

122

120

118

114

112

110

108

106

104

103

101

100

109

107

106

104

103

101

100

A.B.C

SEARL

535

NID

NCW

WY

ARGALL

742

740

736

734

735

747

744

742

740

736

734

735

747

744

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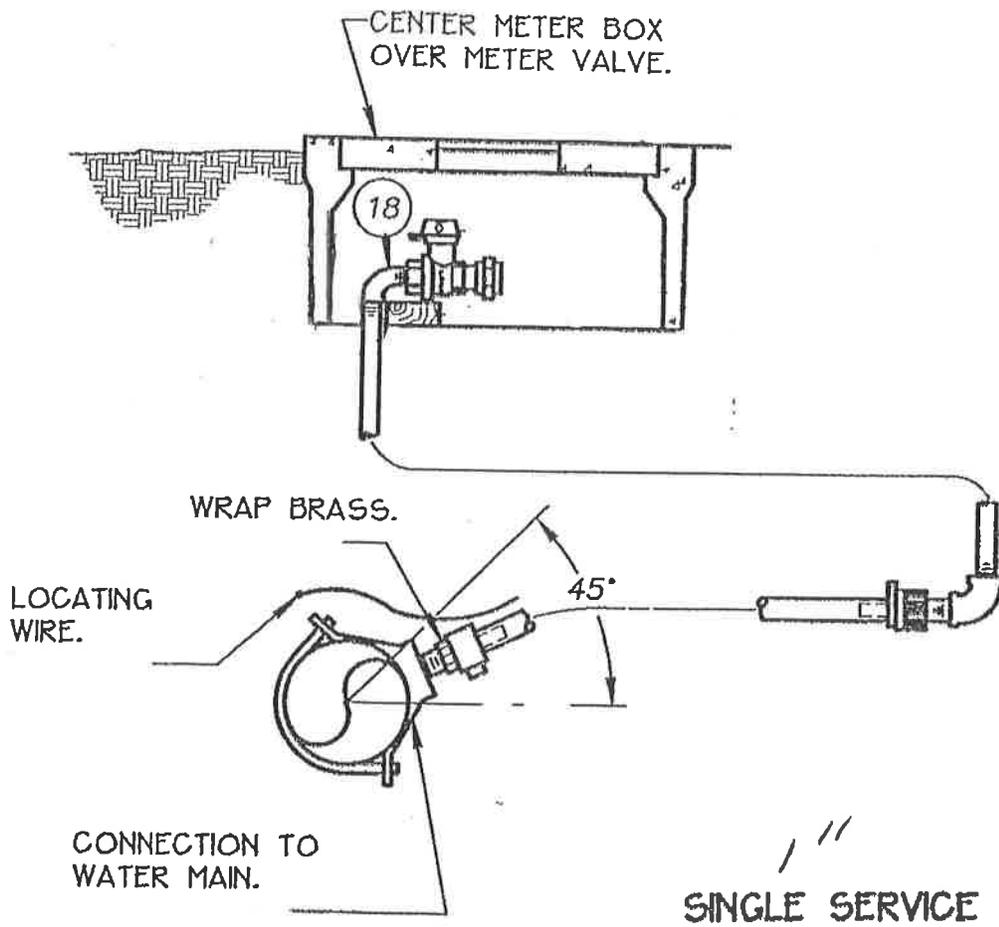
734

735

747

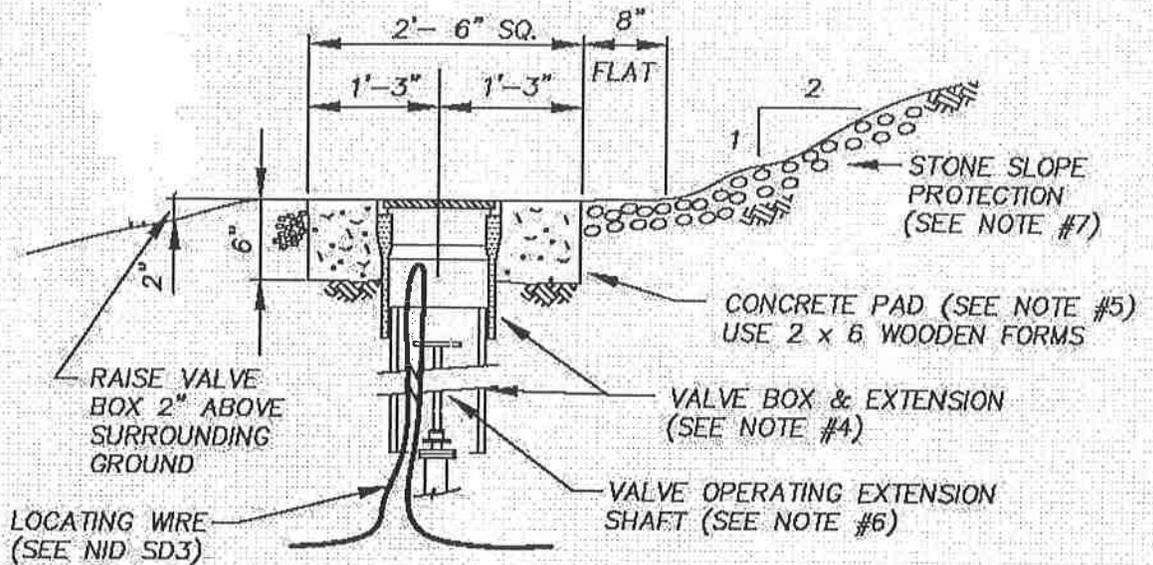
744

7

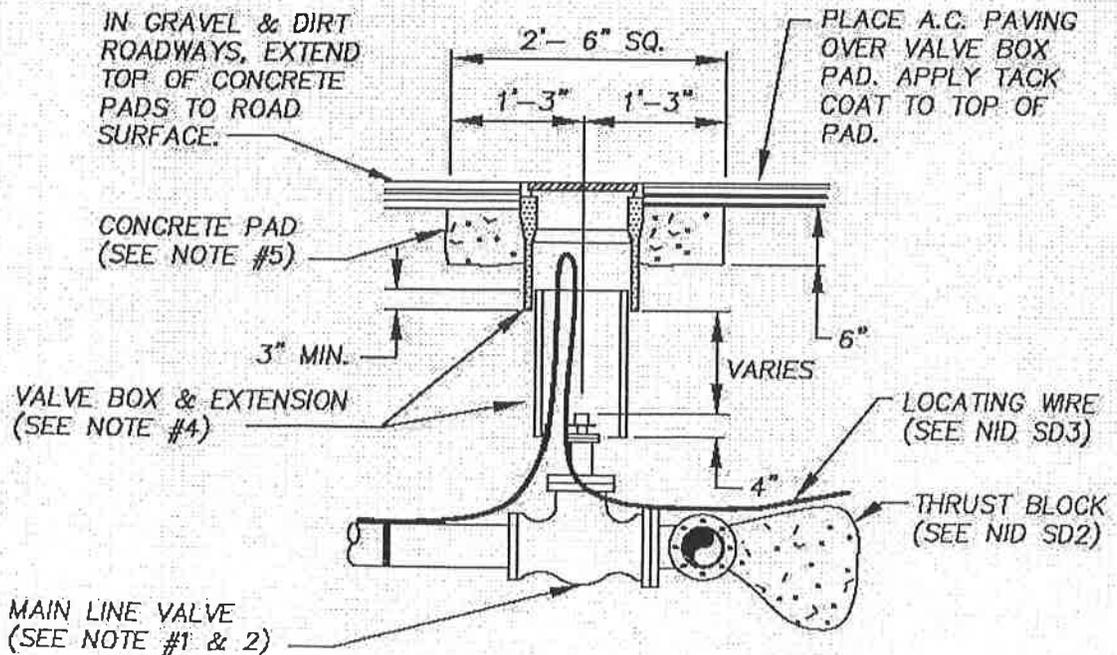


Notes:

- 1) All Fittings are 1"
- 2) USE PC200 (IDR7) Polyethylene Pipe
- 3)
- 4)



OUTSIDE ROAD ASSEMBLY



INSIDE ROAD ASSEMBLY

MAINLINE VALVE ASSEMBLY



DEPARTMENT OF PUBLIC WORKS & FACILITIES

TRANSVERSE TRENCH RESURFACING SECTIONS

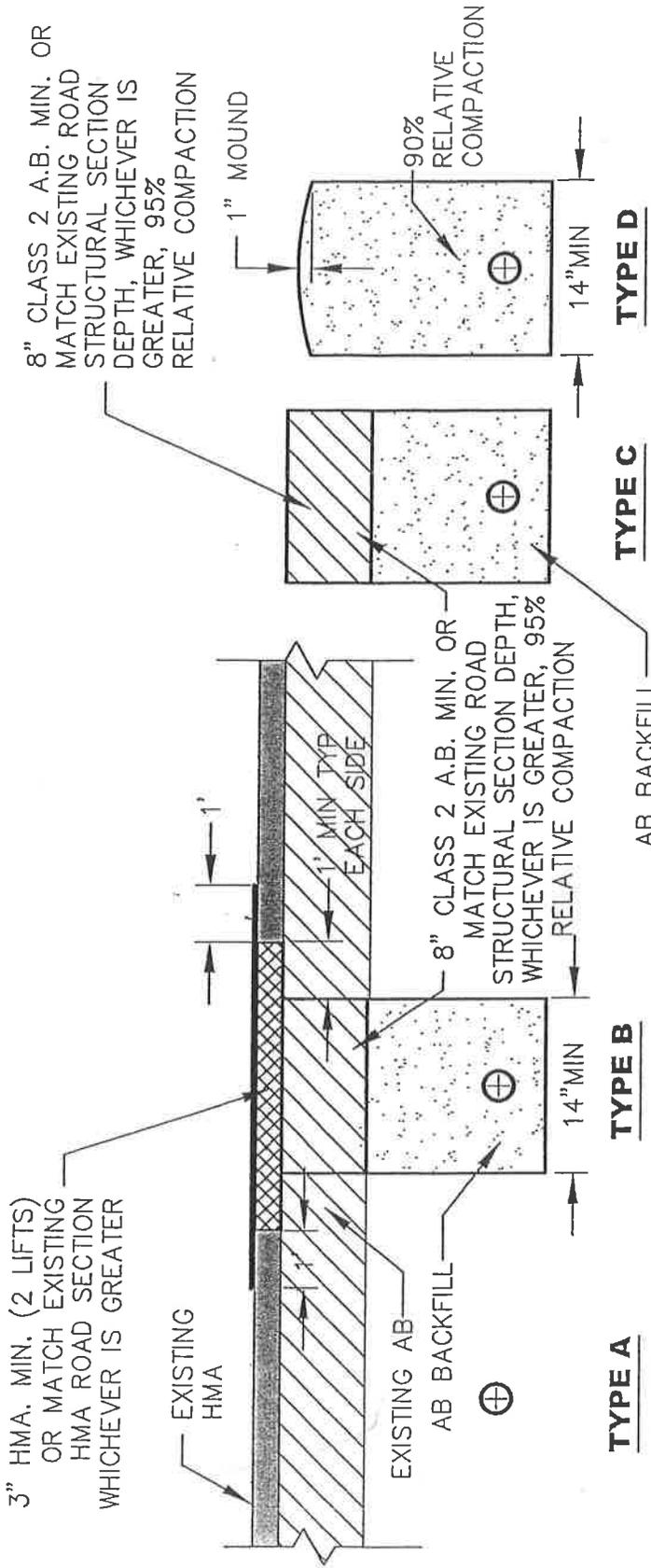
COUNTY OF PLACER

DATE: APR. 2016

SCALE: NOT TO SCALE



PLATE 431



TYPE A: PAVEMENT SURFACES LESS THAN 5 YEARS OLD, SURFACE TREATMENTS LESS THAN 3 YEARS OLD, & MAJOR THOROUGHFARES WITH HIGH QUALITY RIDING SURFACES, BORING OR JACKING ONLY. NO PAVEMENT CUTTING PERMITTED.

TYPE B: PAVEMENT GREATER THAN 5 YEARS OLD

TYPE C: UNSURFACED ROAD SHOULDER OR OTHER AREAS SUBJECT TO TRAFFIC LOADS

TYPE D: OUTSIDE ROADWAY, NOT SUBJECT TO TRAFFIC LOADS

NOTES:

- SEE PLATES 433, 434, 435 AND PLACER COUNTY GENERAL SPECIFICATIONS SECTION 19 FOR APPLICABLE TRENCH, BACKFILL, AND COMPACTION REQUIREMENTS.
- WHERE OPEN-GRADE OR OTHER SPECIALIZED HMA/SURFACE TREATMENT IS PRESENT, RESTORATION REQUIREMENTS WILL BE DETERMINED BY ENGINEER.
- WHERE GEOTEXTILE FABRIC IS PRESENT, RESTORATION REQUIREMENTS WILL BE DETERMINED BY ENGINEER.

SERVICE ADDRESS Union St.	METER No. 27139943 SIZE 3/4
BILLING ADDRESS	LOCATION

SERVICE ADDRESS 207 Upper Park Ave	METER No. 27232715 SIZE 5/8
BILLING ADDRESS	LOCATION Front of sidewalk left side of driveway to 301 Park Ave

SERVICE ADDRESS Upper Park Ave 245	METER No. 44450107 SIZE 5/8
BILLING ADDRESS	LOCATION Corner of house from front porch on left

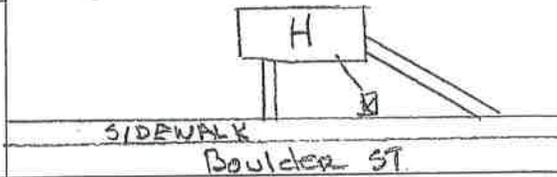
SERVICE ADDRESS 247 Upper Park Ave	METER No. 44450099 SIZE 5/8
BILLING ADDRESS	LOCATION Back corner of 245 in driveway

SERVICE ADDRESS
240 Boulder St.

METER No. 27204690 SIZE 5/8

LOCATION In yard next to sidewalk in line with right corner of house.

G ADDRESS



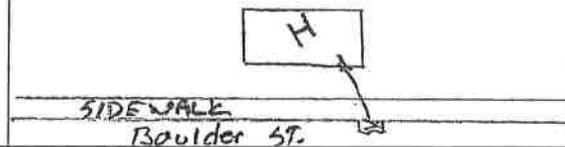
Year READING Amt. Used

SERVICE ADDRESS
244 Boulder St.

METER No. 27204733 SIZE 5/8

LOCATION In street at edge of sidewalk in line with right corner of house

G ADDRESS



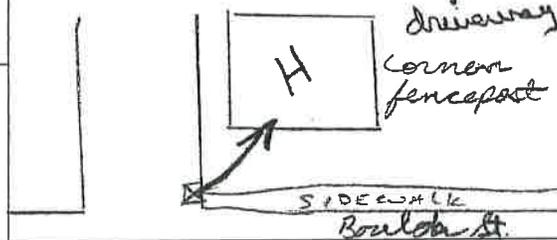
Year

SERVICE ADDRESS
254 Boulder St
old Marsh House

METER No. 55532212 SIZE 5/8

LOCATION right corner of driveway corner fencepost

IG ADDRESS



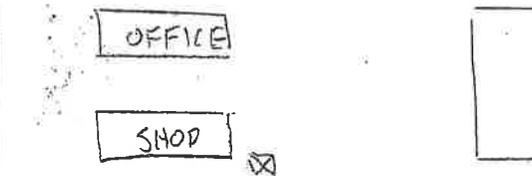
Year

SERVICE ADDRESS
City yard
1255 Boulder St.

METER No. 27064616 SIZE 1"

LOCATION

LLING ADDRESS
DON'T READ



Year

SERVICE ADDRESS 223 Boulder St	METER No. 27204870 SIZE 5/8
ING ADDRESS	LOCATION In yard behind fence next to sidewalk on line with Right Corner of house.
	Year

SERVICE ADDRESS 231 Boulder St	METER No. 27204873 SIZE 5/8
ING ADDRESS	LOCATION In yard behind fence on right.
	Year

SERVICE ADDRESS 236 Boulder St	METER No. 27061850 SIZE 3/4
ING ADDRESS	LOCATION In yard behind sidewalk in line with pine tree
	Year

SERVICE ADDRESS 237 Boulder St	METER No. 27204693 SIZE 5/8
ING ADDRESS	LOCATION In street at curb right side of gate
	Year

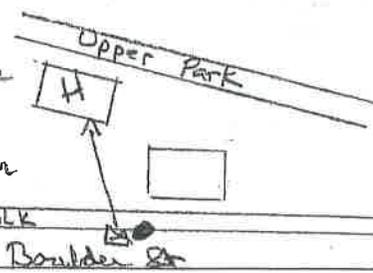
SERVICE ADDRESS
250 Upper Park Ave

METER No. 27204735 SIZE 5/8

ING ADDRESS

LOCATION

in street
beside
phone pole
at left
corner of
240 Boulder



Year

READING

Amt Used

SERVICE ADDRESS

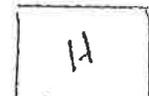
430
430 1/2 Uren St.

METER No. 27139937 SIZE 3/4

LOCATION Right side of house in
driveway. End of Uren.

ING ADDRESS

B ST



Year

READING

Amt Used

SERVICE ADDRESS

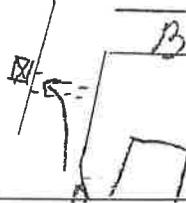
HORSE BARN
431 Uren

METER No. 27204568 SIZE 5/8

LOCATION follow old ditch line
across street

ING ADDRESS

B ST



Year

READING

Amt Used

SERVICE ADDRESS

434 Uren St.

METER No. 27119740 SIZE 5/8

LOCATION Base of wall 30ft right
of driveway

ING ADDRESS

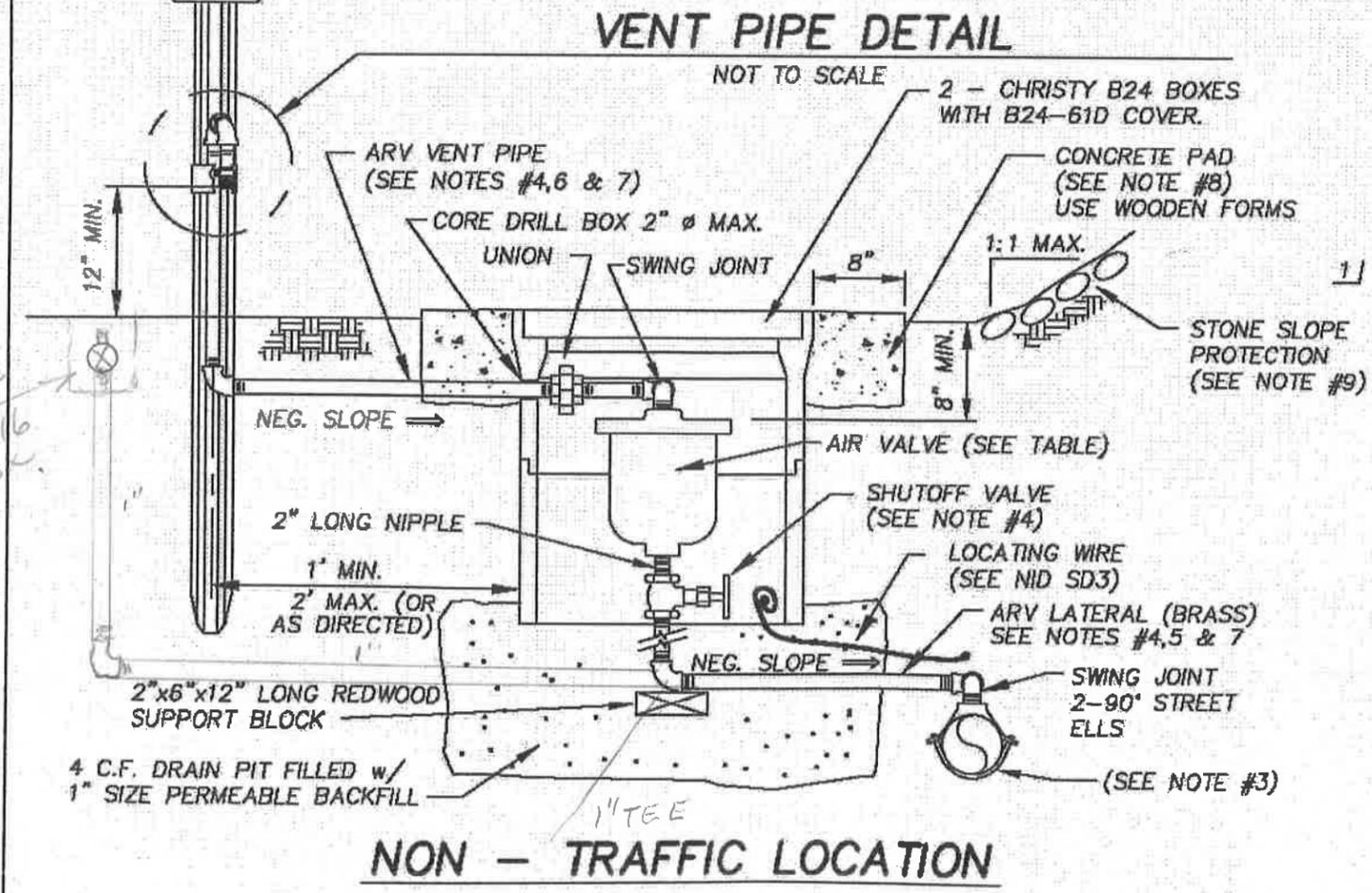
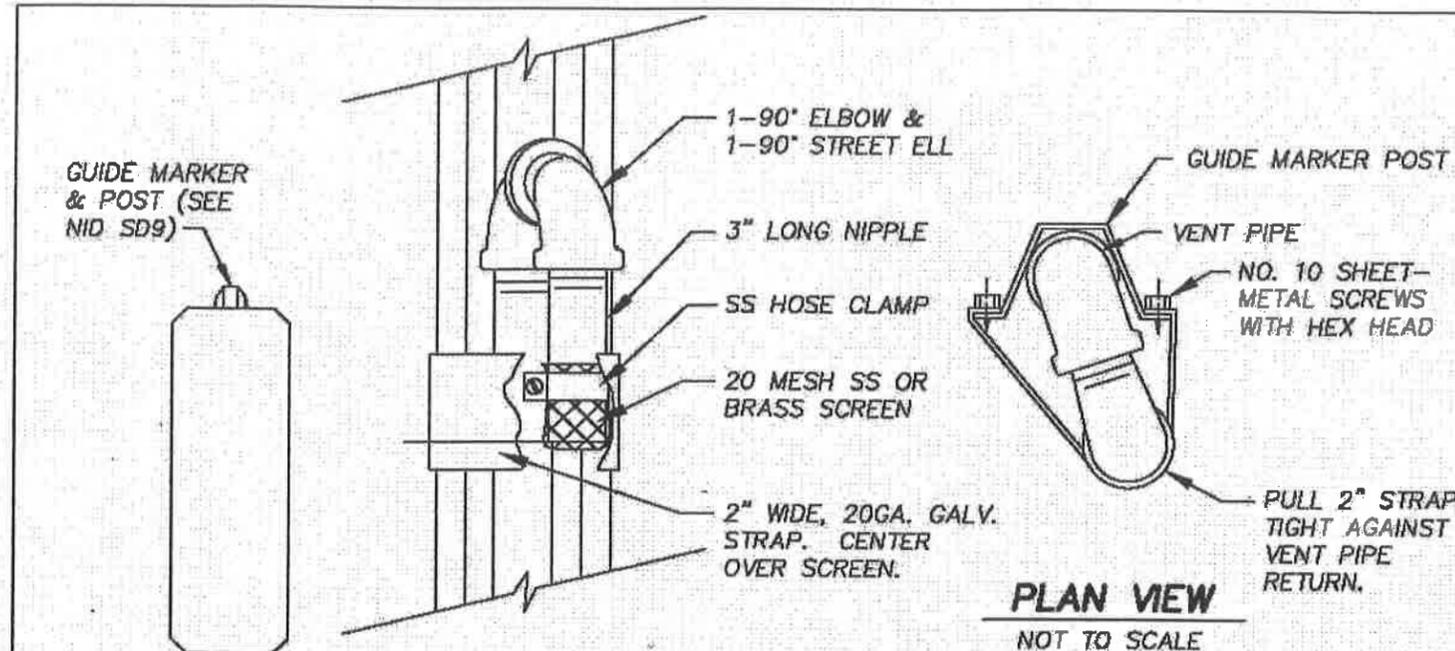
H



Year

READING

Amt Used

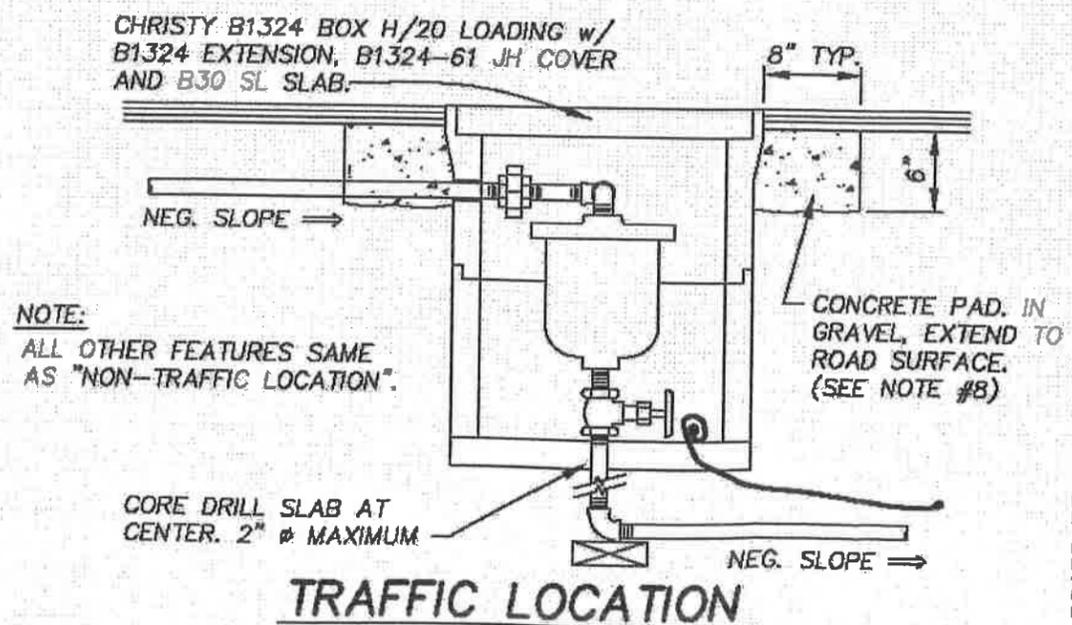


- NOTES:**
1. ALL MATERIALS AND INSTALLATION SHALL CONFORM TO "AIR RELEASE VALVE ASSEMBLIES" IN THE SPECIFICATIONS.
 2. THE SIZE, TYPE AND LOCATION OF ARV ASSEMBLIES SHALL BE AS NOTED ON THE PLANS. LOCATIONS ARE APPROXIMATE AND SHALL BE AS DIRECTED.
 3. THE TAP AND SADDLE FOR THE CONNECTION TO THE WATERMAIN SHALL CONFORM TO "WATERMAIN TAPS" IN THE SPECIFICATIONS.
 4. LATERAL AND VENT PIPES AND SHUTOFF VALVES SHALL BE THE SAME NOMINAL SIZE AS THE ARV. REFER TO DRAWING NID SD1 FOR TRENCH DETAILS.
 5. LATERAL PIPE AND FITTINGS SHALL BE BRASS.
 6. VENT PIPE AND FITTINGS SHALL BE GALVANIZED IRON.
 7. THE SADDLE AND ALL BURIED LATERAL AND VENT PIPES, INCLUDING THOSE ENCASED IN CONCRETE, SHALL BE PRIMED AND WRAPPED FOR CORROSION PROTECTION AS DESCRIBED IN THE SPECIFICATIONS.
 8. CONCRETE FOR VALVE BOX PADS SHALL BE 3000 PSI.
 9. PLACE STONE SLOPE PROTECTION OF NO. 3 BACKING ROCK PER CALTRANS SEC. 72, ON ALL CUT SLOPES SURROUNDING ARV ASSEMBLIES, AS DIRECTED.
 10. REFER TO DRAWING NID SD1 FOR TRENCH DETAILS.

AIR VALVE TABLE

VALVE TYPE 1]	VALVE SIZE (IN.)	MAX. ORFICE (IN.)	APCO	CRISPIN
AIR & VACUUM RELEASE	1"		142	
AIR RELEASE	3/4"	1/16"	65(150 PSI MAX)	M8 MIDGET
	1"	3/32"-3/16"	200A	P 10
COMBINATION AIR RELEASE	1"	3/32"	143C	UL 10

1] VALVES LISTED ARE RATED FOR 250 PSI WORKING PRESSURE UNLESS OTHERWISE NOTED.



NOTE:
ALL OTHER FEATURES SAME AS "NON-TRAFFIC LOCATION".

BOARD REVIEW: 3-10-10
SD NUMBER REVISED 6-27-14

3/4" & 1" AIR RELEASE VALVE ASSEMBLY

NOT TO SCALE

NID SD5

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City CA 95959
www.nevadacityca.gov

July 26, 2017

TITLE: Indigenous Peoples Day Street Closure Request – October 6, 2017

RECOMMENDATION: Review and authorize Indigenous Peoples Day street closure request per application.

CONTACT: Mark Prestwich, City Manager

BACKGROUND / DISCUSSION: The 20th Annual Indigenous Peoples Day event is a ceremonial celebration planned for October 6, 2017 in downtown Nevada City. Hosted by the Tsi Akim Maidu Tribe, this is an annual event entertains with an opening ceremony, Elder speakers, tribal dignitaries and community leaders. It has flutes, drums, Round Dance.

The applicant for the Indigenous Peoples Day is proposing the closure of Union Street between Broad Street and Commercial Street. Event hours are planned for 6:00pm to 8:00pm.

A summary of the specific event characteristics are included in the application packet.

FISCAL IMPACT: None.

ATTACHMENTS:

- ✓ Street Closure/Special Event Application

EVENT NAME: Indigenous Peoples Day

CITY OF NEVADA CITY SPECIAL EVENT

APPLICATION / CONTRACT



OVERVIEW

Thank you for choosing the City of Nevada City as the location for your event. The City requires the submittal of a Special Event Application as a pre-condition of considering whether to enter into an agreement to grant temporary use of all or any portion of a public street, sidewalk or alley.

Application materials must be completed in full and submitted to the City at least 90 days prior to your event date, and no more than one year in advance of the event date. Applications are accepted on a first-come, first-served basis. A non-refundable application fee must be paid upon submission of your completed application. Fees are described in the "Fees" section below. Use "NA" for "not applicable" to questions or sections that do not apply to your event. Incomplete applications will not be accepted and will delay processing which could affect the availability of your preferred event date or location. Please note the information you provide becomes public information.

City staff review application materials and prepare a Draft Special Event Contract (which may include additional requirements to ensure a safe event) for consideration by the City Council at a formal noticed public meeting. Applicants are strongly encouraged to attend the designated City Council meeting in order to discuss their proposed event and answer related questions. Please ensure you have City Council approval before marketing or advertising your event.

APPLICANT AUTHORIZATION AND INDEMNITY

To the extent allowed by law, Applicant agrees to defend, indemnify, and hold harmless the City of Nevada City, its agents, officials, and employees from and against all claims, damages, losses, injuries, illness, accidents relating to, arising out of, or resulting from, the use of this Special Event Application and the information contained therein, and any resulting Contract.

Applicant acknowledges that the information provided in this Application is true and accurate to the best of Applicant's knowledge and belief.

I have read, understand and agree to comply with all the information provided in the Special Event Application (attached) and any resulting permits and Special Event Contract if approved by the City Council.

Don Ryberg
Signature of Applicant

7/10/2017
Date

DON RYBERG CHAIRMAN
Printed Name and Title of Applicant

(Person signing must be the same person who is listed as the Applicant on page 2.)

APPLICANT INFORMATION

Name of Requested Event Indigenous Peoples Days Opening Ceremony

Name of Applicant/Responsible Party Don Ryberg
(Must match name on Page 1)

Sponsoring Organization/Company Tsi Akim Maidu Corp.

Street Address PO BOX 510 5390 Hwy 20 Apt/Unit/Suite N/A

City Browns Valley State CA Zip Code 95918

Email siakumne@gmail.com

Daytime Phone (530) 559-8595 Cell Phone same

Does the sponsoring organization/party have experience producing similar events?

Yes No (Circle One)

Event Contact for Public Information

Name Don Ryberg Contact Phone (530) 559-8595

Email siakumne@gmail.com

Website N/A

Day of Event Contact Information

On-site Contact Name Don Ryberg

On-site Contact Cell Number (530) 559-8595

Day of Event ALTERNATE Contact Information

On-site Contact Name Michael Ben Ortiz

On-site Contact Cell Number (530) 277-3423

EVENT DETAILS

Event Description. Please attach a detailed description of your event to this application (e.g. Overall summary, Is it open to the public? How will it be publicized? Is it kid/family friendly? Can it go forward rain or shine? Etc.)

Type of Event (Check all that apply)

Parade/Procession

Concert

Street Festival/Block Party

Run/Walk/Bicycle

Fundraiser

Other: opening Ceremony for IPD

Has this event been produced before?

Yes No

Is this an annual event?

Yes No

Will there be an admission or entry fee?

Yes No

If yes, fee per adult: \$ N/A

Fee per child: \$ N/A

[For Parades Only]

Number of units and floats for parade: N/A

Event Date(s) Fri, 10/6/2017

Expected number of:

Attendees 100

Participants 7

Volunteers 7

Event Hours Start 6:00 pm

End 8:00 pm

Set-up Date 6:00 pm

Time _____

Break Down Date _____

Time 8:00 pm

} street closure not necessary for setup + breakdown

Names of street(s), sidewalk(s), alley(s) proposed to be closed (attach additional pages or complete attached map if necessary). Note that it may be necessary to consult with a Police Sergeant (265-2626) and/or the Director of Public Works (265-2496) to accurately identify requested street closures.

Union St. between Broad St. & Commercial St.

_____ between _____ & _____

_____ between _____ & _____

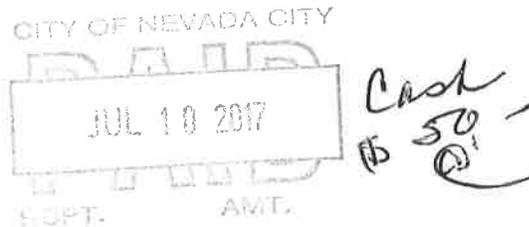
_____ between _____ & _____

FEES

The City requires the payment of a non-refundable application fee upon submission of your completed application. Late fees apply to applications filed less than 90 days in advance of an event. The City does not guarantee any application submitted less than 45 days in advance will be able to be submitted to the City Council for consideration prior to the planned event. Please select from the following table the fee(s) that apply to your application:

- \$100 Timely application for single new event OR old event with new sponsor
- \$50 Timely application for repeat of event with same sponsor
- \$25 For each additional application for new event by the same sponsor
- \$10 For each additional application for repeat of event with same sponsor
- \$75 Additional fee for applications filed less than 90 days in advance of an event

\$ 50 Total Fees



EVENT REQUIREMENTS

Alcohol. If alcohol is sold at your event, an Alcohol Permit from California Alcohol Beverage Control (ABC) is required. Please contact ABC at (916) 419-1319.

Amplified Sound. If the event will have amplified sound, applicant is required to have an event staff member responsible for monitoring sound levels to assure compliance with City noise standards when sound/music/noise may be audible beyond the event venue.

Business License. All vendors participating in an event held in Nevada City must obtain a current business license. For information about business license requirements, call City Hall at (530) 265-2496.

Event Notification. An event can change the normal flow of residential and business activity potentially causing a negative impact on the community. As the event organizer, you are responsible for notifying those residents and businesses that are adjacent to the planned closure prior to submission of your Application. Applicants must meet the Event Notification requirements unless the event is sponsored by the Nevada City Chamber of Commerce or has been approved and held annually in the same manner for three or more years. The preferred method of notification is the Requested Special Event Notification Form (Addendum A). Unless

otherwise exempt, your application materials must include a signed Notification Certification (Addendum B) confirming adjacent residents and businesses were notified of the planned event.

Form of Payment. The City accepts payment in the form of cash, personal/business check, money order or cashier's check. Please note there will be a \$25 service charge for all returned checks.

Insurance. The applicant and/or the sponsoring organization is required to provide proof of insurance. A current or valid Certificate of General Liability Insurance in the amount of \$1,000,000 and an endorsement (CG2026 or equivalent) naming the City of Nevada City as additional insured will be required at least 30 days prior to the event.

Parking. Applicants will be required to work with the Nevada City Police Department to facilitate ingress/egress requirements for event participants.

Restrooms. Public restrooms are limited to two, one at Robinson Plaza and one in the Commercial Street parking lot. If your event is planned for more than 50 people or in an area away from either public restroom, you may be required to provide restroom accommodations and hand washing facilities for event attendees in the quantity prescribed by the City.

Waste Management/Recycling. You are responsible for properly disposing of all waste and garbage throughout the term of your event, and immediately upon conclusion of the event the area must be returned to a clean condition. Therefore, the City may require the applicant to provide trash and recycling containers if the event involves food or drink vendors. Should cleanup be inadequate or damage to City property occurs, you will be billed at full recovery rates, plus overhead for cleanup and repair.

CHECKLIST

Thank you for completing the Special Event Application. Before you submit your application to the City of Nevada City, please make sure you have completed the following steps:

- Sign AND date your application.
- Attach a detailed event description to the application.
- Secure required insurance for the event.
- Include a Notification Certification confirming businesses and residents have been notified of the planned event.
- Calculate and include the applicable fee.

Submit your completed application to:

City of Nevada City
Attn. Special Event Applications
317 Broad Street
Nevada City, CA 95959

[Internal Use Only]

Police Comments:

PARTICIPANTS SHALL NOT BLOCK PASSAGE OF PEDESTRIANS & VEHICLES. AMPLIFIED SOUND SHALL BE WITHIN CITY CODE STIPULATIONS
P.D. WILL MONITOR

Fire Comments:

Must maintain 14 FT. FIRE LANE.
No parking in RED ZONES.
No blocking FIRE HYDRANTS.
SB

Public Works Comments:

Dpw will provide st closer barricades the morning of the event.

Addendum A – Requested Street Closure/Special Event Notification Form

PLEASE NOTE. You have received this notification because your property/business is located adjacent to a requested temporary street, sidewalk or alley closure that is subject to City Council approval at a future City Council meeting. Please monitor future City Council agendas for consideration of the following request.

STREET CLOSURE/SPECIAL EVENT INFORMATION

Type of Event (Check all that apply)

- Parade/Procession
- Street Festival/Block Party
- Fundraiser

- Concert
- Other: opening ceremony for Indigenous Peoples Days

Event Name/Description opening ceremony for Indigenous Peoples Days, which will include speakers, music + singing + a round dance

Event Date(s) Oct. 6, 2017

Expected Attendance 100

Event Hours Start 6:00pm

End 8:00pm

Set-up Date 6:00pm

Time _____

Break Down Date _____

Time 8:00pm

Names of street(s), sidewalk(s), alley(s) proposed to be closed:

Union Street between Broad St. & Commercial St.

_____ between _____ & _____

Sponsoring Organization Tsi Akim Maidu (Tribe) Corp.

Event Contact Don Ryberg

Phone Number (530) 559-8595

Event Website N/A

Addendum B – Notification Certification

EVENT INFORMATION

Sponsoring Organization Tsi Akim Maidu Corp.
 Event Name Indigenous Peoples Days Opening Ceremony
 Event Date(s) Oct. 6, 2017 (Friday)
 Event Location Union St. between Broad St. + Commercial St.

Signature of Sponsor or Authorized Representative

I acknowledge I am responsible for providing notice of my requested event to all adjacent residents and businesses and certify that the entities listed below have been notified of the requested event.

Name (printed) Don Ryberg
 Signature Don Ryberg

Name/Business	Address	Method of Notification
Coldwell Bankers Grass Roots Realty	108 Union St. N.C. 95959	Email Hand Delivered Mail <i>Nancy</i>
Nourish Sushi	106 Union St. N.C. 95959	Email Hand Delivered Mail <i>[Signature]</i>
Mi Pueblo Taqueria	104 Union St. N.C. 95959	Email Hand Delivered Mail <i>[Signature]</i>
American River	120 Union St. N.C. 95959	Email Hand Delivered <i>BC</i> Mail
		Email Hand Delivered Mail
		Email Hand Delivered Mail
		Email Hand Delivered Mail

[Attach additional pages as needed]

INDIGENOUS PEOPLES DAYS

OPENING CEREMONY

Friday, October 6, 2017 from 6:00 PM – 8:00 PM

This Opening Ceremony kicks off the 20th annual Indigenous Peoples Days Celebration. It is hosted by the Tsi Akim Maidu Tribe and the public is cordially invited. It is for all ages and children especially are encouraged to attend. There will be speakers including the Mayor of Nevada City; dedication of a bench in memory of tribal member, Farrell Cunningham; drumming; singing of indigenous songs; prayer; and a round dance on Union Street. No set-up or break-down time is necessary because we will be using the small parcel of land on the corner of Union and Broad Streets. KVMR traditionally publicizes this event, as well as KNCO and our local Union Newspaper. It will be held regardless of inclement weather. This is a drug and alcohol free event.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
7/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MERTENS INSURANCE AGENCY
 715 Zion St
 Nevada City, CA 95959

INSURED
TSI AKIM MAIDU CORP
 PO BOX 510
 BROWNS VALLEY, CA 95918

CONTACT NAME:
 PHONE (A/C, No, Ext): **(530) 265-0621** FAX (A/C, No): **(530) 265-0530**
 E-MAIL ADDRESS: **SAMANTHA@MERTENSINSURANCE.COM**

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: FARMERS INSURANCE EXCHANGE	21652
INSURER B: STATE FUND	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			605892187	02/03/17	02/03/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			605892187	02/03/17	02/03/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	9133985-17	05/30/17	05/30/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ADDITIONAL INSURED IN FAVOR OF: THE CITY OF NEVADA CITY
WILL MAIL 30 DAY NOTICE OF CANCELATION

CERTIFICATE HOLDER
CITY OF NEVADA CITY
ATTN: SPECIAL EVENT APPLICATIONS
317 BROAD STREET
NEVADA CITY, CA 95959

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
 AUTHORIZED REPRESENTATIVE


REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

July 26, 2017

TITLE: Consideration of Professional Services Agreement with RSG, Inc. for Technical Support Related to Review of City of Nevada City Sphere of Influence by the Nevada County Local Agency Formation Commission

RECOMMENDATION: Pass a Motion awarding a Professional Services Agreement to RSG, Inc. in an amount not to exceed \$5,500 to provide subject matter expertise, technical support and assistance with review of its existing Sphere of Influence by the Nevada County Local Agency Formation Commission (LAFCo).

CONTACT: Mark Prestwich, City Manager

BACKGROUND/DISCUSSION: The Nevada County Local Agency Formation Commission (Nevada LAFCo) is currently reviewing the City's Sphere of Influence. At their March 16, 2017 meeting, LAFCo Commissioners requested the City develop an annexation plan for the orderly growth of the City and provided six months to complete this plan. City staff is currently developing this plan but is recommending the City supplement staff resources with an experienced consultant with subject matter expertise. City staff interviewed two firms and is recommending the City Council award a Professional Services Agreement to RSG, Inc. to provide additional technical support and assistance during the Sphere review process.

ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: The \$5,500 agreement will be funded by existing FY 2017-18 budget resources.

ATTACHMENT:

- ✓ Proposed RSG, Inc. Professional Services Agreement

**CITY OF NEVADA CITY
PROFESSIONAL SERVICES AGREEMENT
WITH RSG, INC.**

THIS AGREEMENT is made and entered into this ___ day of July, 2017 ("Effective Date"), by and between the CITY OF NEVADA CITY, a municipal corporation ("City"), and RSG, INC, a California-headquartered consulting firm ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide subject matter expertise, technical support and assistance with review of its existing Sphere of Influence by the Nevada County Local Agency Formation Commission (Nevada LAFCo), as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Scope of Work") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services (copy attached and incorporated by such reference).

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the time hereinafter specified. Evaluations of the work will be done by the City's City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City (see Exhibit A - Scope of Services). Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the Method of Billing described in Section 2.3 below and the hourly rate schedule below:

Principal	\$235.00
Senior Associate	\$180.00
Analyst	\$125.00

Consultant shall not charge City for travel or mileage (except direct costs related to field work/surveys) to attend one public meeting with Nevada LAFCo, parking, standard telephone/fax expenses, general postage, or incidental copies. However, Consultant may charge for messenger services, overnight shipping/express mail costs, and teleconferencing services. Consultant may charge for copies of reports, documents, notices, and support material in excess of five copies. These costs shall be charged at the actual expense plus a 10% surcharge.

Consultant's total compensation shall not exceed Five Thousand Five Hundred Dollars (\$5,500).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified herein unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, as described below. Said invoice shall be based on Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, dates of performance, associated time for completion, fees billed to date, and remaining contract amount. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved" attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of six months, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually

rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete research, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished data collection, classification analysis, and related documents/reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Nevada City and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Nevada City, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Nevada City shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Nevada City, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise

expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

RSG, Inc.
309 West 4th Street
Santa Ana, CA 92701-4502
Tel: (714) 541-4585

Attn: Mr. Jim Simon

IF TO CITY:

City of Nevada City
317 Broad Street
Nevada City, CA 95959
Tel: (530) 265-2496
Fax: (530) 265-0187
Attn: Ms. Amy Wolfson

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Nevada County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to

any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.27. Non-Discrimination. During the performance of this Agreement, Consultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, or marital status.

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

CITY OF NEVADA CITY,
A municipal corporation

Mayor

Date: _____

CONSULTANT



Signature

Date: 7-12-17

Jim Simon, President, RSG
Name and Title

95-3435849
Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Nevada City

APPROVED AS TO FORM:

City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

Nevada City staff has taken the lead thus far on preparation of an Annexation Policy and Procedures requested by Nevada LAFCo, which will include a plan for eventual annexation of Sphere of Influence territory. However, the City is seeking additional knowledge from experienced LAFCO professionals regarding Nevada LAFCO's assumptions and conclusions on the Sphere Amendment. To this end, RSG shall provide the assistance of Jim Simon, Principal, and Ben Legbandt, Senior Associate, to review background documents, revise position papers prepared by the City and offer strategic guidance on the development of the City's Annexation Strategy that demonstrates the City's intention to annex areas within its existing Sphere of Influence. Additional assistance may be provided by Millay Kogan, Analyst, as warranted. Mr. Simon shall be available to attend one meeting with City staff and LAFCo to discuss or present the City's plan.

EXHIBIT "B"
CERTIFICATES OF INSURANCE

ANTICIPATED PROJECT SCHEDULE

August 2017

Review background documents, revise position papers, provide strategic guidance on development of Nevada City annexation strategy.

September 2017

Prepare for and attend Nevada LAFCo Public Meeting to discuss or present the City's plan.

**CITY OF NEVADA CITY
DRAFT ACTION MINUTES
REGULAR CITY COUNCIL MEETING OF JULY 12, 2017**

NOTE: This meeting is available to view on the City's website www.nevadacityca.gov – Go to Quick Links and Click on Agendas & Minutes and find the Archived Videos in the middle of the screen. Select the meeting date and Click on Video to watch the meeting. For website assistance, please contact Corey Shaver, Deputy City Clerk at (530) 265-2496, ext 133.

- City Council Meetings are available on DVD. To order, contact City Hall - cost is \$15.00 per DVD.
- Closed Session Meetings are not recorded.

CLOSED SESSION MEETING – 6:00 PM

1. Pursuant to Government Code Section 54956.8, a closed session is requested with negotiators City Manager Mark Prestwich, Assistant City Manager Catrina Olson, Consulting Assistant City Engineer William Falconi and Consulting City Attorney Hal DeGraw regarding possible sale of City-owned property at 775 Zion Street.
2. Pursuant to Government Code Section 54957(b)(1) a closed session is requested with City Manager Mark Prestwich, Assistant City Manager Catrina Olson and Consulting City Attorney Hal DeGraw on a personnel matter related to the City Manager position.

Action: Staff to proceed as directed. Assistant City Manager Olson will be appointed Interim City Manager effective July 31, 2017 to replace City Manager Mark Prestwich, who is departing to become City Manager of St. Helena.

REGULAR MEETING – 6:30 PM - Call to Order

Roll Call: Present: Moberg, Senum, Parker, Vice Mayor Strawser
Absent: Phelps

PLEDGE OF ALLEGIANCE

PROCLAMATION: None

PRESENTATION: None

1. BUSINESS FROM THE FLOOR-PUBLIC COMMENT (Per Government Code Section 54954.3)

Please refer to the meeting video on the City's website at www.nevadacityca.gov.

2. COUNCIL MEMBERS REQUESTED ITEMS AND COMMITTEE REPORTS:

Please refer to the meeting video on the City's website at www.nevadacityca.gov for comments.

3. CONSENT ITEMS:

- A. **Subject:** Fire Activity Report – May 2017
Recommendation: Receive and file.
- B. **Subject:** Award of Contract for Storm Damage Tree Removal at Deer Creek in Nevada City
Recommendation: Pass a Motion awarding a contract to Tree Safe in the amount of \$33,504 plus \$5,000 contingencies for Storm Damage Tree Removal at Deer Creek and authorize the Mayor to sign.
- C. **Subject:** Determination of Public Convenience and Necessity for F.M.O Inc. DBA The Magic Theater / The Onyx Theater
Recommendation: Pass Resolution 2017-48 authorizing the Chief of Police to make a Determination of Public Convenience and Necessity for F.M.O Inc. DBA The Magic Theater / The Onyx Theater located at 107 Argall Way

in Nevada City.

Action: Motion by Parker, seconded by Senum to approve Consent Items A, B, and C as presented.
(Approved, 4 – 0; Phelps Absent)

4. APPROVAL OF ACTION MINUTES:

A. City Council Meeting – June 28, 2017

Action: Motion by Parker, seconded by Moberg to approve June 28, 2017 Minutes as presented.
(Approved 3 – 0; Phelps Absent, Senum Abstain)

5. DEPARTMENT REQUESTED ACTION ITEMS AND UPDATE REPORTS:

A. **Subject:** Miners Trail Task Force Recommendations

Action: Motion by Senum, seconded by Moberg to approve approving short and long terms solutions to address fire risk, environmental health and public safety concerns along the Miners Trail.

(Approved 4 – 0; Phelps Absent)

B. **Subject:** Monthly Update on City Council Six-Month Strategic Objectives
Receive and File.

6. PUBLIC HEARINGS:

A. Tentative Map for the Bungalows 6-Lot Multi-Family Subdivision at 601 Searls Avenue Together with a Site Plan, a Use Permit to Accommodate a Planned Unit Development, and Architectural Review

Action: Motion by Senum, seconded by Moberg to find the project is exempt from environmental review pursuant to §15332 of the California Environmental Quality Act (CEQA) guidelines for projects characterized as infill development.
(Approved 3 - 1: NOES-Parker, Phelps Absent)

Action: Motion by Senum, seconded by Moberg to approve the site plan, subject to conditions of approval as may be modified at the public hearing, pursuant to Section 17.88.010 of the City Municipal Code.
(Approved 3 - 1: NOES-Parker, Phelps Absent)

Action: Motion by Senum, seconded by Moberg to approve the Tentative Final Map subject to conditions of approval as may be modified at the public hearing, pursuant to Title 16.04 of the Nevada City Municipal Code and California Government Code Sec. 66474.
(Approved 3 - 1: NOES-Parker, Phelps Absent)

Action: Motion by Senum, seconded by Moberg to approve the Use Permit allowing a Planned Unit Development to accommodate exceptions to lot size and property line setbacks subject to conditions of approval, or as may be modified at the public hearing.
(Approved 3 - 1: NOES-Parker, Phelps Absent)

Action: Motion by Senum, seconded by Moberg to approve the Architectural Review application for the six townhouse units and ancillary improvements, subject to conditions of approval or as may be modified at the public hearing, pursuant to Section 17.88.040 of the City Municipal Code.
(Approved 3 - 1: NOES-Parker, Phelps Absent)

7. OLD BUSINESS:

A. **Subject:** An Ordinance of the City of Nevada City for the Pre-zoning of 54.32 acres (including 17.5 acres of public right-of-way area) within the Unincorporated Area of Nevada County, Northeast of the City Limits (Second Reading)

Action: Motion by Moberg, seconded by Parker to waive reading of the Ordinance, read title only, and adopt Ordinance 2017-11 for the Pre-zoning of 54.32 acres (including 17.5 acres of public right-of-way area) within the Unincorporated Area of Nevada County, Northeast of the City Limits (Second Reading)
(Approved 4 – 0; Phelps Absent)

8. NEW BUSINESS:

A. Subject: Replacement of Nevada City Historic District Waste and Recycling

Action: Motion by Moberg, seconded by Parker to authorize the purchase of 20 replacement waste and recycling receptacles in the Nevada City Historic District in an amount not to exceed \$26,000.

(Approved 4 – 0; Phelps Absent)

9. CORRESPONDENCE:

10. ANNOUNCEMENTS:

Please refer to the meeting video on the City's website at www.nevadacityca.gov.

11. CITY MANAGER'S REPORT:

12. ADJOURNMENT – 8:51 p.m.

Evans Phelps, Mayor

ATTEST:

Niel Locke, City Clerk

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

July 26, 2017

TITLE: Nevada City Broadband Task Force

RECOMMENDATION: Receive and file.

CONTACT: Mark Prestwich, City Manager

BACKGROUND / DISCUSSION: At a recent City Council Meeting, Clientworks President & Bright Fiber Network (Spiral Internet) Chief Innovation Officer (CIO) Michael Anderson encouraged the City Council to consider the creation of a Broadband Committee to support the Gold Country Broadband Consortium's (GCBC) mission of increasing digital access and use of broadband in the Sierra Nevada. The Council directed the City Manager to meet with Mr. Anderson, evaluate opportunities for the City, and consider a possible approach to such an effort.

Subsequent conversations with Mr. Anderson and Kristin York, Vice President of Business Innovation at the Sierra Business Council (operating the GCBC), have provided additional background on the value such a committee's work could contribute to the City. The purpose of the report is to communicate that the City Manager has designated the City Engineer and Mr. Anderson to serve as committee co-chairs for such an effort and to seek at a minimum additional participation from five others, including technology industry representatives and the community. The following preliminary work plan has been developed to guide the task force's work:

- Develop recommended broadband goals and strategies for the City of Nevada City consideration;
- Evaluate opportunities to facilitate the deployment of broadband infrastructure locally;
- Identify communications and economic development strategies that compliment regional efforts to grow broadband awareness and related investments in Nevada City;
- Develop recommendations for the City Council on next steps for implementation (e.g. solicit proposals, additional analysis needed, etc.); and
- Identify strategies to improve digital literacy, develop a technically fluent workforce, and improve access to affordable, robust broadband connections.

It is anticipated the Committee's work will span three to six months.

ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: Not applicable.

ATTACHMENT: None

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

July 26, 2017

TITLE: Informational Report on PG&E's LED Streetlight Upgrade Project

RECOMMENDATION: Receive and file.

CONTACT: Bryan McAlister, City Engineer

BACKGROUND/DISCUSSION: PG&E recently began street light upgrades in accordance with the CA Public Utility Commission approved program to replace high pressure sodium fixtures with high efficiency LED fixtures. This does not include street lights in the Historic District that are City maintained. Attached is a document that describes the program.

PGE has a process for public outreach and been responsive to City inquiries. The contacts are included in the attached document. City residents can request better shielding, less wattage fixture and/or new lights to be added where lighting is inadequate. There is a cost associated with requested changes. The cost to change an existing fixture by adding shielding or changing wattage is \$200 each. The cost to add new lights on existing poles is determined at time of application (typical costs are \$2,000-\$3,000).

ENVIRONMENTAL CONSIDERATIONS: None.

FINANCIAL CONSIDERATIONS: The program is funded by PG&E. The LED fixtures are expected to provide savings on electric costs to the City of approximately 30%. Residents requesting a change an existing fixture by adding shielding or changing wattage are required by PG&E to pay \$200 for the change.

Any new street lights, if required, are funded by the City as a part of a street improvement project. No additional street lights are proposed at this time.

ATTACHMENT:

- ✓ PG&E Streetlight Upgrade Program Overview

LED Streetlight Upgrade Nevada City

March 31, 2017



Together, Building
a Better California

Program Overview

LED Streetlight Upgrades

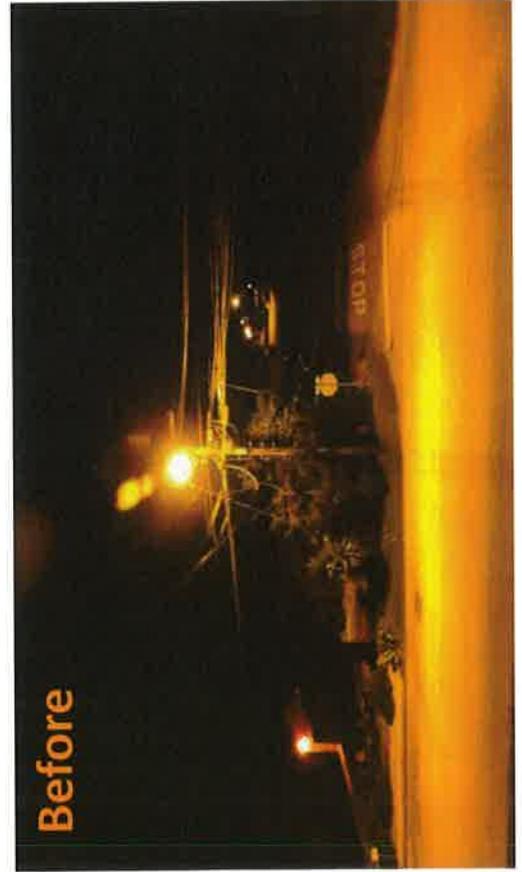
- CPUC approved Program to replace approximately 150,000 PG&E owned, High Pressure Sodium (HPS), non-decorative fixtures with high efficiency LED fixtures
- 50,000,000 kWh estimated annual energy savings across PG&E Territory
- Voluntary Program – Nevada City must opt-in to participate
- Field work is underway confirming inventory
- PG&E to provide inventory Spreadsheet
- Nevada City may change fixture wattage
- No upfront cost to the Customer
- Reduced monthly bills for streetlights



LED Light Fixtures

- Manufactured by CREE
- Substantial energy & GHG reductions
- Long life (20 years vs. 5 years)
- Stable light output
- 4,000 Kelvin CCT, CRI 70
- Full cutoff, low glare and minimal light trespass
- 29, 34, 56, 73, 101 & 139 Watt fixtures

"Like for Like" Wattage Table	
HPSV Wattage	LED Wattage
70	29
100	34
150	56
200	73
250	101
400	139



Outreach Strategy

Method	Audience	Timing
Pre-installation letter & fact sheet	Direct to Residents	Mailed 1 to 2 weeks in advance of work
Website	Self Service	Ongoing at: pge.com/streetlightupgrade
Videos	Self Service	Ongoing at: pge.com/streetlightupgrade
Social Media – Facebook, Twitter, Instagram	Broad	Content Available
Joint Press Release (if desired)	Broad	Usually the day before we start field work
Post-installation post card	Direct to Residents	2 weeks post completion

Installation

Installation of LED Lights

- Approximately 236 PG&E owned lights (LS1) (Does not include decorative or any City owned lights (LS2))
- Bucket trucks with 1 or 2 person crews
- Less than 10 minutes per lamp fixture
- No parking and traffic impacts are anticipated
- Special cases (school zones, etc.) will be coordinated
- Completion within 2 to 3 weeks (weather pending)



Inquiry Management

- A local PG&E specialist, Jeanette Johnson will receive and manage inquiries
- Typical inquiries include:
 - General information request
 - Too bright
 - Light intrusion
 - Not enough light
 - Dark sky concerns
- Adding shields or changing wattage is up to the Customer
- Specialist will review inquiries with staff
- Post installation field changes are \$200 per fixture while we are still in the area



Next Steps

1. In the coming weeks, PG&E will provide a workbook with details on eligible lights, and 2 interactive map links showing:
 - Eligible fixtures color coded by HPSV wattage
 - Special attention lights color coded by category
2. Identify any wattage changes and your concurrence on added fixtures in the workbook and return to PG&E as your formal opt-in
3. Nevada City added to installation schedule
4. Letters sent to residents before PG&E installation begins
5. Inquiries managed by local PG&E specialist, change approvals made by Nevada City
6. Installation is Completed
7. Post installation postcards mailed to residents
8. PG&E Specialist coordinates inquiry response with Nevada City

LED Outreach Resources

Visit our website at: www.pge.com/streetlightupgrade

Email Us at: Streetlightupgrade@pge.com

Call Us at: (877) 743-2677

Geoff Pollard

Local Customer Experience Program Manager

G1P9@pge.com

415-535-7045

Kristen Silva

Service Solutions Specialist

k1cp@pge.com

925-586-4417

Maria Alvarado

Service Solutions Specialist

MLRI@pge.com

650-477-8381

Tim Kingsbury

Installation Program Manager

tika@pge.com

415-973-8396

ILLUMINATING THE IMPACT OF LED STREETLIGHTS

LED FIXTURES USE 50-75% LESS ENERGY THAN TRADITIONAL HPSV-BULBS

THIS TRANSLATES INTO POTENTIAL ENERGY SAVINGS OF MORE THAN **50 MILLION kWh PER YEAR**

THAT'S ENOUGH ENERGY TO POWER:

2,337 HOMES FOR ONE YEAR 

OR

248,313 TREE SEEDLINGS WOULD CONSUME OVER 10 YEARS 

OR

ONE MILLION OF YOUR CLOSEST FRIENDS 

OR

THE YEARLY AMOUNT OF POLLUTION GENERATED BY 2,035 CARS 

IT'S THE ENERGY EQUIVALENT OF:

SAVING THE SAME AMOUNT OF CARBON THAT **248,313 TREE SEEDLINGS WOULD CONSUME OVER 10 YEARS**

THE YEARLY AMOUNT OF POLLUTION GENERATED BY **2,035 CARS**

ONE MILLION OF YOUR CLOSEST FRIENDS

BINGE-WATCH 33 SEASONS OF YOUR FAVORITE TV SHOW WITH

THE ENERGY SAVED BY SWITCHING TO LED STREETLIGHTS IS EQUAL TO

BINGE-WATCHING 33 SEASONS OF YOUR FAVORITE TV SHOW WITH

ONE MILLION OF YOUR CLOSEST FRIENDS

Learn more about the LED Streetlight Upgrade Program at pge.com/streetlightupgrade

PG&E Program. See our website for more information. © 2013 PG&E. Streetlight Upgrade Program.



SWITCHING TO LED STREETLIGHTS COULD SAVE THE SAME AMOUNT OF POLLUTION THAT

2,035 CARS

GENERATE ANNUALLY 

THE ENERGY SAVED BY SWITCHING TO LED STREETLIGHTS COULD POWER

2,337 HOMES FOR ONE YEAR 

SWITCHING TO LED STREETLIGHTS COULD SAVE THE SAME AMOUNT OF CARBON THAT

248,313 TREE SEEDLINGS WOULD CONSUME OVER 10 YEARS



THE ENERGY SAVED BY SWITCHING TO LED STREETLIGHTS IS EQUAL TO

BINGE-WATCHING 33 SEASONS OF YOUR FAVORITE TV SHOW WITH

ONE MILLION OF YOUR CLOSEST FRIENDS





LED Streetlight Upgrade Program

As part of our commitment to provide customers with safe, reliable, affordable and clean energy, Pacific Gas and Electric Company (PG&E) is upgrading its non-decorative, high pressure sodium vapor (HPSV) streetlights with more energy-efficient, light-emitting diode (LED) fixtures.

PG&E owns, operates and maintains approximately 160,000 non-decorative HPSV streetlights. PG&E is converting these streetlights in collaboration with cities, counties and non-municipal organizations that opt in to our voluntary program. We work closely with local communities to determine when and where to install LED streetlights, and we notify all customers of replacement activity in their neighborhood at least one week prior to our arrival.

Recent Recommendations from the American Medical Association

The American Medical Association (AMA) released a policy statement asserting that LED streetlights are an important environmental innovation that can lower reliance on fossil-based fuels and encourage cost savings and efficiency. The AMA’s statement included guidelines and recommendations regarding the types of LED lighting best-suited to replace traditional streetlights.

The AMA encourages use of LED streetlights with the lowest possible emission and intensity of blue light to cut glare and light levels. The AMA also advises shielding streetlights to reduce glare, and suggests that communities consider streetlights that could be dimmed at night.

PG&E’s streetlights use lighting science and shielding to direct light toward the ground and minimize light pollution. Our streetlights feature current industry best practices to control excess light. That means our LED streetlights create a better-quality light with lower light output. Our lights also come with dimming capabilities for future consideration as technology evolves.

The AMA’s report specifically recommends that projects avoid “poorly designed” LED streetlights. PG&E buys its lights from leading manufacturers, such as Cree.

For those reasons, PG&E is confident in the safety and deployment of our LED fixtures. Still, we constantly look for ways to improve our technologies. PG&E has already reduced the correlated color temperature (CCT) of our fixtures from 6000 Kelvin (6000K) to 4000K. We have started test installations of 3000K fixtures, and we will continue to evaluate other improvements that are well-tested, clean, safe and reliable.

We also continue to follow the conversation taking place among academics, professional/industrial organizations and government. Several online resources are hyperlinked here for a more comprehensive view of that discussion.

PG&E continuously monitors new technology with a goal of bringing the most appropriate solutions to our customers. You can reach the Streetlight Upgrade Program directly at [1-877-743-2677](tel:1-877-743-2677) or streetlightupgrade@pge.com.

FOR MORE INFORMATION:

“Some media coverage of concerns about blue light, light at night, and dark-sky issues can give the impression that LEDs are the enemy, when in fact they’re a critical part of the solution.”

The U.S. Department of Energy (DOE):
“Get the Facts: LED Street Lighting”

“In general then, it is erroneous and misleading to use a metric developed for one purpose and then apply it to another purpose, particularly with regard to the impact of light on human health.”

Lighting Research Center at Rensselaer Polytechnic Institute

“Of primary concern to the IES is the potential for this report and its ensuing press to misinform the public with incomplete or inaccurate claims and improper interpretations.”

Illuminating Engineering Society (IES)

“NEMA also questions the wisdom of assigning significant weight to this recommendation since outdoor lighting design requires a complex analysis of many criteria. Outdoor lighting systems will vary depending on the application and local conditions. Tradeoffs in the considerations of visibility, environmental impacts, energy efficiency, cost, personal safety and security need to be optimized, which cannot be achieved with a single solution.”

National Electrical Manufacturers Association (NEMA)

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

July 26, 2017

TITLE: Appointment of Voting Delegate and Alternates(s) for the 2017 League of California Cities Annual Conference September 13-15, 2017 in Sacramento, California

RECOMMENDATION: Pass a Motion designating a voting delegate and alternate(s) for the League of California Cities Business Meeting to be held on Friday, September 15, 2017 in Sacramento, California.

CONTACT: Mark Prestwich, City Manager

BACKGROUND: The League of California Cities will hold its annual Business Meeting on Friday, September 15, 2017 in conjunction with its Annual Conference in Sacramento. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Business Meeting, the City Council must designate a voting delegate. The Council may also appoint up to two alternate voting delegates, one of whom may vote in the event the designated voting delegate is unable to do so.

ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: Not applicable.

ATTACHMENTS:

- ✓ May 3, 2017 League of California Cities Memo
- ✓ Voting Delegate/Alternate Form



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Council Action Advised by July 31, 2017

May 3, 2017

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 13 – 15, Sacramento**

The League's 2017 Annual Conference is scheduled for September 13 – 15 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 15, at the Sacramento Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 1, 2017. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 13, 8:00 a.m. – 6:00 p.m.; Thursday, September 14, 7:00 a.m. – 4:00 p.m.; and Friday, September 15, 7:30 a.m. – Noon. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 1. If you have questions, please call Carly Shelby at (916) 658-8279.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2017 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 1, 2017. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 1, 2017

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