Title: Approval of fencing project proposed jointly between Nevada County and City for Elisabeth Daniels Park and Grass Valley Library

Recommended Action: Authorize City Administrator to sign and execute an agreement with County for the installation of perimeter decorative fencing and gates for Elisabeth Daniels Park and the Grass Valley Library

Background Information: The General Services Department of Nevada County has proposed to renovate and upgrade the Grass Valley Library by painting the exterior, replacing the existing ADA ramp and installing a new ADA ramp at the lower level, and installing a performance stage in the rear year of the Library. The County budget for this improvement project approximates $161,000. The City expressed an interest to work with the County on this improvement project, specifically focusing on upgrading our joint perimeter cyclone fence. The City was interested in upgrading the appearance and functionality of the existing perimeter fence for both the Library and Elisabeth Daniels Park by replacing it with a design more consistent with the City’s Downtown Streetscape Standards. After several discussions between City and County staff, the project being advanced by the County now includes 273 lineal feet of new steel perimeter fencing which matches our historic streetscape standards and includes both the Library and Elisabeth Daniels Park. The fence includes simple, yet historic decorative ornamental features such as rings cast within the top of the fence and ball caps on the posts. The majority of the fence would be 5’ in height, but it would be lowered to 4’ for the portion that separates the City park from the Library. A portion of the fencing would extend along the frontage of Elisabeth Daniels Park behind the existing building and be equipped with a service gate (Note: the gate would be increased in width to allow access by our City maintenance vehicles).

The City offered to offset the costs of the fencing and gates by utilizing $30,000 from the Redevelopment Agency. This improvement was previously identified as a project for FY11-12 and included within the Cooperative Agreement between the City and Agency, as adopted in January 2012. In adopting the Cooperative Agreement, these Agency funds have been transferred to the City and tentatively allocated for this fencing project (subject to City Council approval). The County will facilitate, direct and be responsible for all of the construction work; the City is only involved with approving the design and providing the supplemental funding. The Nevada County Board of Supervisors approved this concept and the funding for the exterior improvements at August 1, 2011 meeting. A letter of support for this fencing project has also been provided by the County Librarian. With authorization by the City Council, this improvement project may be started as early as fall 2011.
City of Grass Valley
City Council
Agenda Action Sheet

Funds Available: N/A
Account #: N/A

Reviewed by: [signature] City Administrator

Action: ______ Approved
________ Denied
______ Approved with Modifications
______ Other

Council or Departmental Goal/Objective: Strategic Goal #2: Balanced Economic Growth

Attachments:
1. Agreement between Nevada County and City of Grass Valley regarding funding and installation of fencing and access between Elisabeth Daniels Park and Library
2. August 9, 2011 letter from Tom Coburn, Nevada County Facility Manager describing proposed improvement project and budget
3. August 12, 2011 letter from Mary Ann Trygg, County Library expressing support for new fencing project
4. Site Plan showing location of new fencing
5. Design / Details on proposed new fencing
6. Resolution 11-388 of the Nevada County Board of Supervisors authorizing execution of agreement with City for installation of fence and access
AGREEMENT
BETWEEN THE COUNTY OF NEVADA
AND THE CITY OF GRASS VALLEY

This Agreement is made between the County of Nevada (hereinafter "COUNTY") and the City of Grass Valley (hereinafter "CITY"), effective as of August 1, 2011, regarding the funding and installation of replacement fencing and access between the Elisabeth Daniels Park and the Grass Valley Library—Royce Branch as described herein.

WHEREAS, the CITY owns and operates property commonly known as the Elisabeth Daniels Park located in Grass Valley, California; and,

WHEREAS, the COUNTY owns and operates property commonly known as the Grass Valley Library – Royce Branch, which is immediately adjacent to the Park; and,

WHEREAS, CITY and COUNTY desire to replace the existing fencing and provide enhanced access between the two properties (collectively, the "Improvements"); and,

WHEREAS, CITY has agreed to provide funding to COUNTY for the Improvements and COUNTY has agreed to install the improvements, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth below, the parties mutually agree as follows:

1. Project Description:
The Elisabeth Daniels Park is adjacent to the rear of the Grass Valley Library. The County has developed a project to improve the exterior appearance and functionality of the Grass Valley Library by painting the exterior, replacing the existing ADA Ramp, installing a new ADA ramp to service the lower level, and installing a performance stage at the rear of the Library. In connection with this project, COUNTY will provide replacement fencing between the Library and provide enhanced access between the two properties, for the mutual benefit of the CITY and COUNTY.

2. County Participation
The County will complete the replacement fencing, including project design, bidding, installation, and project oversight, and will provide access between the Elisabeth Daniels Park and Grass Valley Library (see Exhibit A). COUNTY agrees to make the performance stage and adjacent lawn behind the Grass Valley Library reasonably available for CITY events, subject to advance scheduling.

3. City Participation
The CITY shall review and approve the fence design utilizing the current fencing design criteria as established by the CITY, at no cost to COUNTY. Within thirty (30) days after the Effective Date, the CITY shall pay to COUNTY the amount of $30,000, which amount represents the CITY's fair share of all costs and expenses associated with the design and installation of the Improvements. CITY shall ensure that all gates between the Elisabeth Daniels Park and the Grass Valley Library – Royce Branch are locked and accessed only for city or county business.
Daniels Park and the Grass Valley Library properties are locked and secure from dusk to dawn, unless there is a scheduled City event.

4. **Notices**
   All notices required by this Agreement shall be sent first-class mail or personally delivered to the persons at the addresses set forth below. Notices shall be effective (i) five (5) days after deposit in the United States mail with postage prepaid, if sent by mail; or (ii) immediately, if personally delivered.

   For the COUNTY OF NEVADA:
   Steve Monaghan  
   Chief Information Officer  
   County of Nevada  
   950 idu Avenue  
   Nevada City, CA 95959  
   (530) 265-1239

   For the CITY OF GRASS VALLEY:
   Daniel Holler  
   City Administrator  
   City of Grass Valley  
   125 E. Main  
   Grass Valley, CA 95945  
   (530) 274-4372

   Such addresses may be amended from time to time by the parties by sending written notice to the other party.

5. **Authority**
   COUNTY and CITY represent that they have the authority to enter into this Agreement and perform its terms. Each party warrants that the individuals signing this Agreement have the legal authority to do so and bind each party to perform the obligations set forth herein.

6. **Mutual Indemnity**
   Each party hereto shall indemnify, defend and hold harmless the other and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees) which result from the negligent act, willful misconduct, or error or omission of the indemnifying party.

7. **Miscellaneous Provisions**
   a. Time is of the essence in this Agreement and all parties agree to proceed with due diligence to fulfill its terms.
b. This Agreement shall be interpreted in accordance with the laws of the State of California, and the exclusive jurisdiction and venue over any litigation arising here from shall be the appropriate court of Nevada County, California.

c. This Agreement contains the entire agreement between the parties with regard to all matters contained herein and supersedes all previous discussions, representations, and correspondence between the parties.

d. If any provision of this Agreement shall be declared void, voidable, illegal or unenforceable by any court of competent jurisdiction, administrative panel or arbitration panel, such declaration or finding shall not void or cancel the other provisions of this Agreement, which shall remain binding upon the parties.

e. No modification of this agreement may be made except in a recorded writing signed by all parties that is approved in the manner required by California law for contracting with government agencies.

f. The parties hereto have independently reviewed this Agreement and no presumption shall arise from the fact that it was prepared by or at the request of either party.

g. The parties shall fully cooperate with each other in performance of this Agreement, including execution of any and all reasonably required documents and take any reasonably required further acts.

IN WITNESS WHEREOF, the COUNTY OF NEVADA and the CITY OF GRASS VALLEY have executed this Agreement effective as of the day and year first set forth above.

COUNTY OF NEVADA

[Signature]
Honorable Edward C. Scofield
Chair, Board of Supervisors

Attest:
[Signature]
Clerk of the Board of Supervisors

Approved as to Form:
[Signature]
County Counsel

CITY OF GRASS VALLEY

[Signature]
Daniel C. Holler
City Administrator

[Signature]
7-5
EXHIBIT A
August 9, 2011

Joe Heckel
City of Grass Valley
125 East Main Street
Grass Valley, CA 95945

Re: Park and Library Fencing Project

Dear Joe:

This letter will better establish the intent of the fencing project at the Elisabeth Daniels Park (EDP) and the Grass Valley Library (GVL).

Scope: This project includes the installation of 273 feet of steel fence that will encircle the EDP from the existing building around the grassy area and the grassy area behind the GVL. The perimeter fence will be 5' high and the fence between the EDP and the GVL will be 4' high with a gate. Steps and railing will be installed to allow access for events. A 36" man gate will also be installed at the entrance to the EDP and on the southwest side of the GVL.

Fence Composition: Per specifications the fence will be constructed of ¾ inch, 18 gauge pickets mounted into 3 rails. The posts will be 2.5 inch steel posts embedded in concrete. Decorative ornamental features will include rings at the top of the fence and ball cap post caps. The fence will have a twenty year manufacturer's warranty.

Cost Estimate: The cost estimate is based on the California prevailing wage rate for all on-site labor. The County will follow its standard bidding requirements as this will go through the Formal Bid Process. The County contacted a local welding company to verify the County's cost estimate for the Project. The estimated cost:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fence and installation</td>
<td>$26,000</td>
</tr>
<tr>
<td>Concrete</td>
<td>$ 3,000</td>
</tr>
<tr>
<td>Contingency</td>
<td>$ 1,000</td>
</tr>
</tbody>
</table>

Total Estimated Cost: $30,000
Schedule: If approvals from the City of Grass Valley are received in August the County will take the project out to bid in October and construction can start in December. The estimated construction time is 60 days.

If you have any additional questions please contact me at 530-470-2637.

Sincerely,

[Signature]

Tom Coburn
Facility Manager
August 12, 2011

Tom Coburn, Program Manager
County of Nevada Facilities Management

Dear Tom:

As County Librarian, I am supportive of installing a fence around the Grass Valley Library—Royce Branch. Having such a structure would go a long way in ensuring that those who take advantage of library services and programs will feel secure in a surrounding that is clean and inviting. Fencing will allow for enhanced special programming which will be enjoyed by the Grass Valley community in the pleasant tree shaded backyard of the library.

Currently, use of the backyard is hampered by vandalism which is a growing concern. While a downtown library is wonderful for library users due to the walk-up nature of its placement, the grounds of this library are continually being littered with debris and subject to excessive loitering. Two break-ins and one attempted break-in in less than three years have all resulted in a damaged building that has required serious repair by County Facilities as well as focused attention from local law enforcement and library staff.

The Grass Valley Library—Royce Branch, a branch of the Nevada County Library System, is a library loved by Grass Valley residents. This branch is one of 1600 public library buildings in the United States built between 1886 and 1917 with funds provided by Andrew Carnegie. The library opened in 1916 and is listed on the California Register of Historic Places.

As the population of Grass Valley and surrounding population centers have grown over the years so has the use of the Grass Valley Library—Royce Branch. In fiscal year 2010/2011, 205,604 items were checked out of this branch. The many children’s programs including the very popular Summer Reading Program, and Mother Goose Story Time, plus the fact that the library is within walking distance to four schools, means that many children and their parents come to the library during and after school. The library is a site for one-on-one tutor training of adults working on their reading, writing and math skills and our eight free internet computers are in constant use.

I would be overjoyed to see our jewel of a Carnegie library protected for many more generations to use and enjoy. Fencing would be an enormous step toward that protection.

Sincerely:

Mary Ann Trygg
County Librarian
SEE WHY SO MANY ARE CHOOSING MONTAGE PLUS®
TO BEAUTIFY AND SECURE THEIR PROPERTIES

VISIT US ONLINE

AMERISTARFENCE.COM

OR CALL AMERISTAR TODAY @ PH. 888-333-3422
NOTES:

1.) Post size depends on fence height and wind loads. See MONTAGE PLUS™ specifications for post sizing chart.
2.) Third rail required for Double Ring.
3.) Available in 3" air space and/or flush bottom on most heights.

RAKING DIRECTIONAL ARROW
Welded panel can be raked 30° over 8' with arrow pointing down grade.

E-COAT COATING SYSTEM
Base Material
Uniform Zinc Coating (Hot Dip)
Zinc Phosphate Coating
Epoxy Primer
Acrylic Topcoat

COMMERCIAL STRENGTH WELDED STEEL PANEL
PRE-ASSEMBLED

MONTAGE PLUS MAJESTIC 2/3-RAIL
DR: CI SH: 1of1 SCALE: DO NOT SCALE
CK: ME Date 7/20/09 REV: d
PART 1 - GENERAL

1.01 WORK INCLUDED
The contractor shall provide all labor, materials and appurtenances necessary for installation of the welded ornamental steel fence system defined herein at Elisabeth Daniels Park and Grass Valley Library.

1.02 RELATED WORK
Section _ _ _ _ - Earthwork
Section _ _ _ _ - Concrete

1.03 SYSTEM DESCRIPTION
The manufacturer shall supply a total fence system of Montage Plus® standard picket space Welded and Rackable (ATF - All Terrain Flexibility) Ornamental Steel Majestic™ design. The system shall include all components (i.e., panels, posts, gates and hardware) required.

1.04 QUALITY ASSURANCE
The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

1.05 REFERENCES
- ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus.
- ASTM D523 - Test Method for Specular Gloss
- ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
- ASTM F2408 - Ornamental Fences Employing Galvanized Steel Tubular Pickets.

1.06 SUBMITTAL
The manufacturer’s literature shall be submitted prior to installation.

1.07 PRODUCT HANDLING AND STORAGE
Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

PART 2 - MATERIALS

2.01 MANUFACTURER
The fence system shall conform to Montage Plus standard picket space, Welded and Rackable (ATF - All Terrain Flexibility) Ornamental Steel, Majestic design, with extended picket bottom rail treatment, 3-Rail with Double Rings) style manufactured by Ameristar Fence Products, Inc., in Tulsa, Oklahoma or approved equal.
2.02 MATERIAL
A. Steel material for fence panels and posts shall conform to the requirements of ASTM A653/A653M, with a minimum yield strength of 45,000 psi (310 MPa) and a minimum zinc (hot-dip galvanized) coating weight of 0.60 oz/ft² (184 g/m²), Coating Designation G-60.

B. Material for pickets shall be 3/4” square x 18 Ga. tubing. The rails shall be steel channel, 1.5” x 1.4375” x 14 Ga. Picket holes in the rail shall be spaced (specify 4.675” o.c. for standard picket space or 3.500” o.c. for 3” air space). Fence posts and gate posts shall meet the minimum size requirements of Table 1.

2.03 FABRICATION
A. Pickets, rails and posts shall be pre-cut to specified lengths. Rails shall be pre-punched to accept pickets.

B. Pickets shall be inserted into the pre-punched holes in the rails and shall be aligned to standard spacing using a specially calibrated alignment fixture. The aligned pickets and rails shall be joined at each picket-to-rail intersection by Ameristar’s proprietary fusion welding process, thus completing the rigid panel assembly (Note: The process produces a virtually seamless, spatter-free good-neighbor appearance, equally attractive from either side of the panel).

C. The manufactured panels and posts shall be subjected to an inline electrode position coating (E-Coat) process consisting of a multi-stage pretreatment/wash (with zinc phosphate), followed by a duplex application of an epoxy primer and an acrylic topcoat. The minimum cumulative coating thickness of epoxy and acrylic shall be 2 mils (0.058 mm). The color shall be (specify Black or Bronze). The coated panels and posts shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2 (Note: The requirements in Table 2 meet or exceed the coating performance criteria of ASTM F2408).

D. The manufactured fence system shall be capable of meeting the vertical load, horizontal load, and infill performance requirements for Industrial weight fences under ASTM F2408.

E. Gates shall be fabricated using fusion welded ornamental panel material and 1-3/4” sq. x 14ga. gate ends. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding.

PART 3 - EXECUTION
3.01 PREPARATION
All new installation shall be laid out by the contractor in accordance with the construction plans.

3.02 INSTALLATION
Fence post shall be spaced according to Table 3, plus or minus ¼”. For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers having a minimum depth of 36” (Note: In some cases, local restrictions of freezing weather conditions may require a greater depth). The “Earthwork” and “Concrete” sections of this specification shall govern material requirements for the concrete footer. Posts setting by other methods such as plated posts or grouted core-drilled footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application.

3.03 FENCE INSTALLATION MAINTENANCE
When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufacturer’s warranty.

3.04 GATE INSTALLATION
Gate posts shall be spaced according to the manufacturers’ gate drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The manufacturers’ gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacturer of the gate and shall be installed per manufacturer’s recommendations.

3.05 CLEANING
The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.
Table 1 – Minimum Sizes for Montage Plus Posts

<table>
<thead>
<tr>
<th>Fence Posts</th>
<th>Panel Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-1/2&quot; x 16 Ga.</td>
<td>Up to &amp; Including 6' Height</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Gate Leaf</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 4'</td>
<td>2-1/2&quot; x 14 Ga.</td>
</tr>
<tr>
<td>4'1&quot; to 6'</td>
<td>3&quot; x 12 Ga.</td>
</tr>
<tr>
<td>6'1&quot; to 8'</td>
<td>3&quot; x 12 Ga.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Gate Height</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Over 4' Up to &amp; Including 6'</td>
<td>3&quot; x 12 Ga.</td>
</tr>
</tbody>
</table>

Table 2 – Coating Performance Requirements

<table>
<thead>
<tr>
<th>Quality Characteristics</th>
<th>ASTM Test Method</th>
<th>Performance Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adhesion</td>
<td>D3359 – Method B</td>
<td>Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).</td>
</tr>
<tr>
<td>Corrosion Resistance</td>
<td>B117, D714 &amp; D1654</td>
<td>Corrosion Resistance over 1,500 hours (Scribed per D1654; failure mode is accumulation of 1/8&quot; coating loss from scribe or medium #8 blisters).</td>
</tr>
<tr>
<td>Impact Resistance</td>
<td>D2794</td>
<td>Impact Resistance over 60 inch lb. (Forward impact using 0.625&quot; ball).</td>
</tr>
<tr>
<td>Weathering Resistance</td>
<td>D822 D2244, D523 (60° Method)</td>
<td>Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).</td>
</tr>
</tbody>
</table>

Table 3 – Montage Plus – Post Spacing By Bracket Type

<table>
<thead>
<tr>
<th>Span</th>
<th>For CLASSIC, GENESIS, &amp; MAJESTIC 8' Nominal (91.95&quot; Rail)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Post Size 2-1/2&quot;</td>
<td>2-1/2&quot; 2-1/2&quot; 2-1/2&quot; 3&quot; 2-1/2&quot; 3&quot;</td>
</tr>
<tr>
<td>Bracket Type</td>
<td>Montage Commercial Universal (BB112) Montage Commercial Line Blvd. (BB114) Montage Commercial Flat Mount (BB111) Montage Commercial Swivel (BB113)*</td>
</tr>
<tr>
<td>Post Settings ± 1/2&quot; O.C.</td>
<td>95-1/2&quot; 95-1/2&quot; 95-1/2&quot; 96&quot; *95-1/2&quot; *96&quot;</td>
</tr>
</tbody>
</table>

*Note: When using BB113 swivel brackets on either or both ends of a panel installation, care must be taken to ensure the spacing between post and adjoining pickets meets applicable codes. This will require trimming one or both ends of the panel.
WHEREAS, the CITY owns and operates the Elisabeth Daniels Park, and the COUNTY owns and operates the adjacent property Grass Valley Library; and,

WHEREAS, CITY and COUNTY desire to replace the existing fencing and provide enhanced access between the two properties (collectively, the "Improvements"); and,

WHEREAS, CITY has agreed to provide funding to COUNTY for the Improvements and COUNTY has agreed to install the Improvements; and,

WHEREAS, CITY and COUNTY desire to enter into a written agreement regarding the funding and construction of the proposed Improvements.

THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Nevada, State of California, that the Chair of the Board of Supervisors be and is hereby authorized to execute on behalf of the County of Nevada, that certain Agreement with the City of Grass Valley pertaining to construction and installation of fencing and access at the Elisabeth Daniels Park and the Grass Valley Library – Royce Branch, in substantially the form attached hereto as Exhibit A.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 19th day of July, 2011, by the following vote of said Board:

Noes: None.
Absent: None.
Abstain: None.

ATTEST:

CATHY R. THOMPSON
Clerk of the Board of Supervisors
By: _____________________________

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST: J U L Y 2 0 , 2 0 1 1

CATHY R. THOMPSON
Clerk of the Board of Supervisors
COUNTY OF NEVADA
By: _____________________________ Deputy
September 21, 2011

Joe Heckel
Community Development Director
City of Grass Valley
125 E. Main Street
Grass Valley, CA
95945

RE: EDP Fence

Dear Joe,

The GVDA supports the idea of working with the County on the library property for solutions to problems at both the library site and Elizabeth Daniels Park.

Although we continue to try and monitor problems at EDP, we continually deal with graffiti on the tables, walls in and outside the restrooms garbage, smoking and fights. Sometimes we think we are making improvements but it continues to slip and what moves from EDP ends up at the library – consider the fire at the ramp.

Solutions such as new fencing may improve the situation and the GVDA would like to work with both parties, City and County, to make the situation better.

Thanks for your work on this project.

Chris Adams
Chairman
Grass Valley Downtown Association