



---

## GRASS VALLEY

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

---

Tuesday, January 13, 2026 at 6:00 PM

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

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

E-Mail: [info@cityofgrassvalley.com](mailto:info@cityofgrassvalley.com)

Web Site: [www.cityofgrassvalley.com](http://www.cityofgrassvalley.com)

## AGENDA

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

---

**Mayor Hilary Hodge, Vice Mayor Haven Caravelli, Councilmember Jan Arbuckle,  
Councilmember Joe Bonomolo, Councilmember Tom Ivy**

## MEETING NOTICE

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

This meeting is being broadcast "live" on Comcast Channel 17 & 18 by Nevada County Media, on the internet at [www.cityofgrassvalley.com](http://www.cityofgrassvalley.com), or on the City of Grass Valley YouTube channel at <https://www.youtube.com/@cityofgrassvalley.com>

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

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

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

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

**REPORT OUT OF CLOSED SESSION**

**INTRODUCTIONS AND PRESENTATIONS**

1. Stagecoach Hotel Veteran's Housing Project

**CITY UPDATE**

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

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

2. Approval of the Regular Meeting Minutes of December 9th, 20225

**Recommendation:** Council approve minutes as submitted.

3. McCourtney Rd Active Transportation Project - Award Contract

**CEQA:** Categorically Exempt - Section 15301 "Existing Facilities"

**Recommendation:** That Council 1) award a contract for the McCourtney Rd Active Transportation Project to Hansen Bros Enterprises, 2) authorize the Mayor to execute a construction contract, subject to legal review 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount,

4. Lyman Gilmore Field Lighting Project - Authorization to Award Contract

**CEQA:** Categorically Exempt - Section 15301, 15303 & 15322

**Recommendation:** That Council 1) award a contract for the Lyman Gilmore Field Lighting Project to Molokai Electric LLC, 2) authorize the Mayor to execute the construction contract, subject to legal review and, 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount.

5. Loma Rica Ranch Grading Permit 18-04 - Accept Public Improvements

**CEQA:** An Environmental Impact Report was certified as part of the initial project approval

**Recommendation:** That Council accept the public improvements constructed as part of Grading Permit 18-04 for the Loma Rica Ranch development.

6. Amendment to Existing Larry Walker Associates Contract to Extend Regulatory Compliance Services

**CEQA:** Not a project

**Recommendation:** Authorize the Utilities Director to execute an amendment, subject to legal review, to the existing contract with Larry Walker Associates (LWA) in the amount of \$59,649, increasing the total contract amount to \$805,726, and extending services to support the City's wastewater regulatory compliance through December 2026.

7. Contract Amendment with California Consulting for Grant Writing Services

**CEQA:** Not a project

**Recommendation:** The Council authorizes the City Manager to enter into Amendment No. 1 with California Consulting for grant writing services in the amount of \$22,800, subject to legal review.

8. Adoption of the Hometown Hero Banner Program Policy

**CEQA:** Not a project

**Recommendation:** That the Council adopt the Hometown Hero Banner Program Policy and authorize the City Manager, or designee, to make non-substantive administrative updates to the policy as needed, including application procedures, timelines, and formatting, provided such updates are consistent with the intent of the program.

9. MOU between the City of Grass Valley and Feral Land Project/NPO (501)(c)(3)

**CEQA:** Not a project

**Recommendation:** That the council authorize the City Manager or City Representative to sign/execute, pending legal review.

10. Declaration of Surplus Fire Engine

**CEQA:** Not a Project

**Recommendation:** That Council 1) adopt Resolution 2026-01 Declaring Vehicles of the City of Grass Valley Surplus

**11. Participation in Property Assessed Clean Energy Programs (PACE)**

**CEQA:** Adoption of a Resolution to authorize participation in these PACE programs is not considered a “project” pursuant to Section 15060(c)(3) under the California Environmental Quality Act (CEQA).

**Recommendation:** Approve Resolution 2026-02 to allow the conduct of special assessment proceedings for applicants within the City of Grass Valley by the California Statewide Communities Development Authority (CSCDA) for the purpose of financing or refinancing renewable energy, energy efficiency, water efficiency and seismic strengthening improvements.

**12. Resolution Supporting FireFly Wildfire Early Warning System, UC Davis, UC Berkeley, and Citris- Banatao Institute Innovations Research Group funding hub**

**CEQA:** Not a project

**Recommendation:** That Council approve the attached Resolution and authorize the Mayor to execute the Resolution supporting the FireFly Wildfire Early Warning System and installation projects.

**13. MOU between City of Grass Valley and USFS (Tahoe-NUE)/USDA for the Use of an Air Curtain Incinerator (ACI) loan**

**CEQA:** Not a project

**Recommendation:** That Council authorize City Manager or their City Representative to sign/execute the agreement, subject to legal review.

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

**REORGANIZATION RELATED ITEMS**

**PUBLIC HEARING**

**ADMINISTRATIVE**

**BRIEF REPORTS BY COUNCIL MEMBERS**

**CONTINUATION OF PUBLIC COMMENT**

**ADJOURN**

**POSTING NOTICE**

This is to certify that the above notice of a meeting of The City Council, scheduled for Tuesday, January 13, 2026, at 6:00 p.m., was posted at city hall, easily accessible to the public, as of 5:00 p.m. Friday, January 9, 2026.

---

Taylor Whittingslow, City Clerk




---

## GRASS VALLEY

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

---

Tuesday, December 09, 2025 at 6:00 PM

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

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

E-Mail: [info@cityofgrassvalley.com](mailto:info@cityofgrassvalley.com)

Web Site: [www.cityofgrassvalley.com](http://www.cityofgrassvalley.com)

## MINUTES

### CALL TO ORDER

Meeting called to order at 6:02 pm.

### PLEDGE OF ALLEGIANCE

Pledge of allegiance led by Mayor Hodge.

### ROLL CALL

#### PRESENT

Councilmember Jan Arbuckle

Councilmember Joe Bonomolo

Councilmember Tom Ivy

Vice Mayor Haven Caravelli

Mayor Hilary Hodge

**AGENDA APPROVAL** - Tim Kiser, City Manager, requested the removal of item #15 (Amend Dorsey Marketplace Project to Add a Condition of Approval to Allow Phasing of the Project).

Motion to approve agenda as submitted with the removal of item #15 by Councilmember Arbuckle, Seconded by Vice Mayor Caravelli.

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

### REPORT OUT OF CLOSED SESSION

Nothing to report.

### INTRODUCTIONS AND PRESENTATIONS

1. Wreaths Across America Proclamation
2. 2025 Nevada County Toy Run Proclamation

### PUBLIC COMMENT -

Public Sign-in Sheet: 1 thru 4

Virtual Comments attached.

**CONSENT ITEMS** - Motion to approve consent as submitted, with Councilmember Bonomolo voting no on Item #11 (Fifth Amended Employment Agreement with City Manager Tim Kiser) by Councilmember Arbuckle, Seconded by Vice Mayor Caravelli.

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

3. Approval of the Regular Meeting Minutes of November 25, 2025

**Recommendation:** Council approve minutes as submitted.

4. Participation in the CIRA Fire District Sub-Pool Program for FY 2026-27 General Liability Coverage.

**CEQA:** Not a Project.

**Recommendation:** That the City Council provide direction on whether to participate in the CIRA Fire District Sub-Pool beginning in FY 2026-27.

5. Recognized Obligation Payment Schedule (ROPS 26-27) for July 2026 through June 2027

**CEQA:** Not a Project

**Recommendation:** That the Successor Agency adopt Resolution No. SA 2025-52 approving the Recognized Obligation Payment Schedule (ROPS 26-27) for the period July 1, 2026, through June 30, 2027.

6. Office of Transportation Safety (OTS) Grant Award

**CEQA:** Not a Project

**Recommendation:** That Council 1) Accept the California Office of Traffic Safety (OTS) Grant Award in the amount of \$113,500 for the purchase of two (2) sets of hydraulic vehicle extrication tools; and 2) Direct the Finance Director to make all necessary budget adjustments to appropriate grant funds for the purchase and ensure proper reimbursement from OTS in accordance with the grant requirements.

7. 2025 Historic Legacy Award

**CEQA:** Not a project

**Recommendation:** That council accept the Historic Commission's recommendation and award the 2025 Historic Legacy Award to Teresa Poston in recognition of her more than 23 years of dedicated service to the preservation, documentation, and promotion of Grass Valley's historic and cultural heritage

8. Prefabricated Restroom Site Improvements Project - Authorization to Award Contract

**CEQA:** Categorically Exempt - Section 15301 "Existing Facilities"

**Recommendation:** That Council 1) award a contract for the Prefabricated Restroom Site Improvements Project to the lowest responsive bidder, subject to the bid protest period, 2) authorize the Mayor to execute the construction contract, subject to legal review and, 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount.

9. Caltrans Sustainable Transportation Planning Grant Application for the Trolley Trail Multimodal Connector Study

**CEQA:** Not a project

**Recommendation:** That the City Council adopt Resolution No. 2025-53 authorizing the City Manager to submit a Sustainable Transportation Planning Grant application to Caltrans for the Trolley Trail Multimodal Connector Study, accept the grant if awarded, and authorize the Finance Director to process supplemental appropriations consistent with the grant documents.

10. Sierra Nevada Conservancy Wildfire & Forest Resilience Program for the Wolf Creek Watershed

**CEQA:** Not a project

**Recommendation:** That the City Council adopt Resolution No. 2025-54, authorizing the City Manager to submit a grant application to the Sierra Nevada Conservancy's Wildfire and Forest Resilience (WFR) Program, accept the grant if awarded, and authorize the Finance Director to process supplemental appropriations consistent with grant requirements.

11. Fifth Amended Employment Agreement with City Manager Tim Kiser

**CEQA:** Not a project

**Recommendation:** That Council approve the Fifth Amended Employment Agreement with City Manager Tim Kiser.

12. Budget Adjustment for Implementation of GoGov Citizen Request Management and Code Enforcement System

**CEQA:** Not a project

**Recommendation:** That Council; 1) Approve a budget adjustment transferring \$8,000 from Planning Contractual Services (100-301-51110) to IT Contractual Services (100-105-51110) to support implementation of the GoGov CRM and Code Enforcement platform; and 2) Approve the use of \$6,700 in cost savings resulting from the City's revised ArcGIS subscription level to complete funding for the GoGov annual subscription; 3) Authorize the IT Manager to execute all necessary documents associated with procurement and implementation of the GoGov system.

13. Second reading of ordinances to establish a RHNA combining district in the development code, and to add the RHNA combining district to APN: 035-600-015, establishing a zone of CBP-RHNA, in support of a Nevada County Habitat for Humanity request for an Affordable Housing Project at Gates Place

**CEQA:** Previously adopted Mitigated Negative Declaration (MND), Resolution 2025-48

**Recommendation:** That Council 1) Hold a second reading, waive full reading, read by title only, to adopt Ordinance No. 839 adding Section 17.28.090 of Chapter 17.28, Title 17 of the Grass Valley Municipal Code regarding a RHNA combining district applicable to the CBP zoning designation & 2) Hold a second reading, waive full reading, read by title only, to adopt Ordinance No. 840 adding the RHNA combining district to the property at APN 035-600-015 as depicted in Exhibit A, to accommodate an affordable housing project, waive full reading.

14. UAV Purchase Approval per AB-481 Requirement

**CEQA:** Not a Project

**Recommendation:** That Council 1) approve the purchase of new UAV's for the Police Department, defined under AB-481 as Military Equipment, to replace outdated equipment and improve police services; and 2) authorize the Chief of Police to acquire new Skydio drones utilizing budgeted Police Department funds

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

**REORGANIZATION RELATED ITEMS**

**PUBLIC HEARING**

~~15. Amend Dorsey Marketplace Project to Add a Condition of Approval to Allow Phasing of the Project~~

~~CEQA: Consideration of an Addendum to the Certified EIR and Subsequent EIR in Accordance with the California Environmental Quality Act (CEQA)~~

~~**Recommendation:** That Council approve Resolution 2025-51 approve an amendment to the Conditions of Approval for the Dorsey Marketplace Project to add Condition A.4, allowing phasing of the project over a seven-year period and adopting a CEQA Addendum as the appropriate level of environmental review.~~

**ADMINISTRATIVE**

**BRIEF REPORTS BY COUNCIL MEMBERS**

Councilmember Bonomolo attended a Cornish Christmas. Councilmember Ivy attended a CARB Grant meeting with City Staff and attended a COAD meeting. Councilmember Arbuckle attended the League of Cities Leadership Conference and gave handouts to the entire council. Vice Mayor Caravelli attended the first Cornish Christmas, an ERC Board Meeting, the Country Craft Fair, a GVDA and Chamber Mixer, and thanked our Police Department. Mayor Hodge wants to encourage Shopping Local and addressed a recent incident by reading a prepared statement reaffirming the City's commitment to safety, inclusion, and standing against hate, while noting that ongoing investigations limit public comment. Encouraged community kindness, unity, and engagement, and noted that partner organizations are working to organize a future town hall related to these issues.

**ADJOURN**

Meeting adjourned at 6:45 pm

---

Hilary Hodge, Mayor

---

Taylor Whittingslow, City Clerk

Adopted on: \_\_\_\_\_



## City of Grass Valley City Council Agenda Action Sheet

**Title:** McCourtney Rd Active Transportation Project - Award Contract

**CEQA:** Categorically Exempt - Section 15301 "Existing Facilities"

**Recommendation:** That Council 1) award a contract for the McCourtney Rd Active Transportation Project to Hansen Bros Enterprises, 2) authorize the Mayor to execute a construction contract, subject to legal review 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount,

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

**Council Meeting Date:** 01/13/2026

**Date Prepared:** 01/08/2026

**Agenda:** Consent

**Background Information:** The McCourtney Rd Active Transportation Project involves construction of a shared use path along the south side of McCourtney Rd from Allison Ranch Rd to Brighton St and along the west side of Brighton St approximately 800 feet to the north. Associated work includes drainage improvements, curb ramps, pavement replacement, resurfacing and striping, and roadside signage.

Bids were opened on December 7, 2025, and six bids were received. A bid summary is attached. Staff reviewed the low bid of \$1,153,145.00 submitted by Hansen Bros Enterprises and determined the bid to be complete and responsible.

Staff recommends that Council award the construction contract to Hansen Bros Enterprises, in the amount of \$1,153,145.00 and authorize the City Engineer to approve construction change orders up to 10% of the contract amount.

**Council Goals/Objectives:** The McCourtney Rd Active Transportation Project executes portions of work tasks towards achieving/maintaining Strategic Plan Goal - City Infrastructure Investment.

**Fiscal Impact:** The McCourtney Rd Active Transportation Project is fully funded in the FY 2025/26 Budget with a \$1,242,517 Congestion Mitigation and Air Quality grant.

**Funds Available:** Yes

**Account #:** 300-406-63450

**Reviewed by:** City Manager

**Attachments:** N/A

**MCCOURNEY ROAD ACTIVE TRANSPORTATION PROJECT**  
**PROJECT NO. 19-03**  
**BID SUMMARY**

**Date: December 18, 2025; 3:30 p.m.**

**Engineer's Estimate: \$1,250,000**

BIDDER	DATE/TIME REC'VD	AMOUNT
Vanguard Construction	12/18 2:44pm	\$1,410,393.00
Mountain Cascade, Inc.	12/18 3:19pm	\$1,404,160.50
<b>Hansen Bros Enterprises</b>	<b>12/18 3:02pm</b>	<b>\$1,153,145.00 *</b>
S.T. Rhoades Construction, Inc.	12/18 11:45am	\$1,680,400.00
Central Valley Engineering & Asphalt, Inc.	12/18 3:18pm	\$1,482,269.00
B&M Civil LLC dba B&M Builders	12/18 2:52pm	\$1,175,855.00

**\* Apparent Low Bidder**



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Lyman Gilmore Field Lighting Project - Authorization to Award Contract

**CEQA:** Categorically Exempt - Section 15301, 15303 & 15322

**Recommendation:** That Council 1) award a contract for the Lyman Gilmore Field Lighting Project to Molokai Electric LLC, 2) authorize the Mayor to execute the construction contract, subject to legal review and, 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount.

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

**Council Meeting Date:** January 13, 2026

**Date Prepared:** January 8, 2026

**Agenda:** Consent

**Background Information:** The Lyman Gilmore Field Lighting Project involves the installation of a complete sports lighting system and associated site improvements at the Lyman Gilmore Middle School turf field. Work at the School would occur as part of the long-term agreement with the Grass Valley School District which allows the City to develop and operate the fields as a public space outside of school hours. The City has already purchased the Light-Structure System manufactured by Musco Sports Lighting, which is scheduled for delivery in February 2026.

Bids were opened on December 23, 2025, and six bids were received. A bid summary is attached. Staff reviewed the low bid of \$217,200 submitted by Molokai Electric LLC, and determined the bid to be complete and responsive.

Staff recommends that Council award the construction contract to Molokai Electric LLC, in the amount of \$217,200; authorize the Mayor to execute the construction contract, subject to legal review; and authorize the City Engineer to approve construction change orders up to 10% of the contract amount.

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

**Fiscal Impact:** The Lyman Gilmore Field Lighting Project was fully funded in the FY 25/26 Capital Improvement Program Budget.

**Funds Available:** Yes

**Account #:** 200-406-66658

**Reviewed by:** City Manager

**Attachments:** Bid Summary



**GRASS VALLEY**  
A PLACE TO LIVE AND THRIVE

Item # 4.

## CITY OF GRASS VALLEY

### BID SUMMARY

#### LYMAN GILMORE FIELD LIGHTING PROJECT

VENDOR/CONTRACTOR	DATE REC'VD	TOTAL COST
Lord's Electric Inc.	12/23/25	\$247,000.00
Fusion Electric Inc.	12/23/25	\$376,580.00
Bockmon & Woody Electric Co, Inc	12/23/25	\$353,932.00
<b>Molokai Electric LLC</b>	<b>12/23/25</b>	<b>\$217,200.00</b>
Hansen Bros Enterprises	12/23/25	\$301,014.00
Just Wright Construction Inc	12/23/25	\$406,350.00

QUOTES RECEIVED BY:

DATE: 12/24/25



## City of Grass Valley City Council Agenda Action Sheet

---

**Title:** Loma Rica Ranch Grading Permit 18-04 - Accept Public Improvements

**CEQA:** An Environmental Impact Report was certified as part of the initial project approval

**Recommendation:** That Council accept the public improvements constructed as part of Grading Permit 18-04 for the Loma Rica Ranch development.

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

**Council Meeting Date:** January 13, 2026

**Date Prepared:** January 8, 2026

**Agenda:** Consent

**Background Information:** On April 23, 2019, City Council approved the Specific Plan and Tentative Map for the Loma Rica Ranch subdivision. On August 31, 2021 the Improvement Plans for Loma Rica Ranch were accepted by the Engineering Division and development activities subsequently commenced.

The public improvements associated with Grading Permit 18-04 are now complete, including construction of the following: curb, gutter and sidewalks, streets, trails, bridges, under crossings, a traffic signal, drainage and sewer facilities, landscaping and irrigation and associated improvements. A warranty and guarantee will remain in place for one year following acceptance. Staff recommends that Council accept the public improvements at this time.

**Council Goals/Objectives:** The acceptance of public improvements executes portions of work tasks towards achieving/maintaining Strategic Plan Goals - Transportation, Recreation & Parks, Economic Development and Vitality and Water & Wastewater Systems & Underground Infrastructure.

**Fiscal Impact:** Project costs associated with the construction and inspection of the public improvements for Grading Permit 18-04 are 100% born by the developer. A Warranty Security will be provided to guarantee all work, materials and improvements for a period of one year.

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** City Manager

**Attachments:**



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Amendment to Existing Larry Walker Associates Contract to Extend Regulatory Compliance Services

**Recommendation:** Authorize the Utilities Director to execute an amendment, subject to legal review, to the existing contract with Larry Walker Associates (LWA) in the amount of \$59,649, increasing the total contract amount to \$805,726, and extending services to support the City's wastewater regulatory compliance through December 2026.

**Prepared by:** Trever Van Noort, Utilities Director

**Council Meeting Date:** 01/13/2026

**Date Prepared:** 01/07/2026

**Agenda:** Consent

**Background Information:** Larry Walker Associates (LWA) has provided professional consulting services to the City of Grass Valley and its Wastewater Treatment Plant since 2008, supporting compliance with state and federal wastewater regulatory requirements. These services include permit support, regulatory review, and technical assistance necessary to maintain compliance with environmental standards.

The contract was last amended and approved by City Council in September 2013, bringing the total authorized contract amount at that time to \$746,077.

The City currently operates under a state-issued general wastewater permit administered by the Central Valley Regional Water Quality Control Board. This permit establishes the regulatory requirements governing wastewater treatment operations. The City's current permit coverage will expire in December 2026.

To ensure continued compliance through the remainder of the permit term, LWA has proposed an amendment to its existing contract that extends services through 2026 and adds four additional tasks related to ongoing regulatory requirements and recent permit updates. Continuing this contract provides regulatory expertise, consistency, and institutional knowledge that supports the City's compliance efforts and helps reduce the risk of enforcement actions or penalties.

**Council Goals/Objectives:** The execution of this action supports the City's compliance with state and federal wastewater permits and regulations.

**Fiscal Impact:** This amendment will increase the total contract amount by \$59,649, bringing the new total contract amount to \$805,726. The Fiscal Year 2025-2026 budget includes sufficient appropriations within the Wastewater Plant Division to cover the cost of this amendment. No additional budget action is required.

**Funds Available:** Yes

**Account #:** 510-802-51110

**Reviewed by:** City Manager

**Attachment:**

- LWA Contract Amendment #7 Scope of Services



November 21, 2025

Trevor Van Noort  
City of Grass Valley  
Utilities Director  
[treverv@cityofgrassvalley.com](mailto:treverv@cityofgrassvalley.com)  
Submitted via email

**Subject: City of Grass Valley National Pollutant Discharge Elimination System (NPDES) Permit Compliance Support Amendment Scope of Services**

Dear Mr. Van Noort,

Larry Walker Associates, Inc. (LWA) has assisted the City of Grass Valley (City) and its Wastewater Treatment Plant with National Pollutant Discharge Elimination System (NPDES) permit reissuance and compliance support since 2008. The City is currently regulated under the Municipal General Waste Discharge Requirements Order No. R5-2017-0085-01 (General Permit), which was adopted by the Central Valley Regional Water Quality Control Board (Water Board) in August 2017 and subsequently amended in April 2022. The City filed a Notice of Intent (NOI) for coverage under the General Permit and received its Notice of Applicability (NOA) with an enrollee number of R5-2017-0085-019 in December 2021. The City's coverage under the General Permit will expire in December 2026. The Central Valley Water Board subsequently reissued the General Permit in June 2023 under Order No. R5-2023-0025.

The City's coverage under R5-2017-0085-019 will expire in December 2026, and the City will be required to submit an NOI by January 31, 2026 to apply for coverage under Order No. R5-2023-0025. Additionally, the City is required to conduct an audit and update, as necessary, its Sanitary Sewer Management Plan (SSMP).

To support the City's continued compliance with regulatory requirements, LWA proposes the following scope of services through 2026 as an amendment to its current contract with the City.

### **Scope of Services**

#### **Task 37. Project Coordination**

LWA will provide ongoing project management, which includes regular communication with City staff regarding the project schedule, budget, and other issues related to the administration of this work effort.

#### **Task 38. Conduct Audit and Update of 2022 SSMP**

The City is regulated under State Water Resources Control Board (State Water Board) Statewide Sanitary Sewer Systems General Order, which was most recently adopted in December 2022. LWA assisted the City in updating its SSMP in 2022, which was under the prior General Order. Under the current General Order, the City was supposed to complete an audit of its SSMP by February 2, 2025 and an update of the SSMP by August 2, 2025.

LWA will conduct an audit of the SSMP and develop an updated SSMP.

#### **Task 39. Provide On-Going NPDES Permit Compliance Services**

LWA currently assists the City with data validation, reporting, laboratory issues, and other services to support the City in its NPDES permit compliance activities. These NPDES permit compliance activities include reviewing monthly self-monitoring reports, checking compliance with NPDES permit requirements, preparing the Annual Operations Report, due February 1 annually, and responding to enforcement actions (e.g., Notices of Violation [NOV], administrative civil liabilities [ACLs]) issued by the Central Valley Water Board.

Under this task, LWA will continue to provide on-going NPDES permit compliance services as directed by the City.

#### Task 40. Assist with NPDES Permit Reissuance

As discussed above, the City's NPDES permit will expire at the end of 2026 with an NOI due by January 31, 2026. LWA will provide as-needed support to the City in preparing the NOI. LWA will utilize monitoring data to conduct a reasonable potential analysis to identify pollutants for which the City may receive effluent limitations in the new NPDES permit. LWA will conduct a compliance assessment to determine if the City will have difficulty complying with projected effluent limitations. This information will be used to develop a cover letter identifying the City's requests in the new NPDES permit, including potential compliance schedules for pollutants with which the City may not be able to immediately comply and changes to the monitoring requirements.

It is expected that the Central Valley Water Board may initiate the NPDES permit writing process in Spring of 2026. LWA will review the draft NPDES permit and assist in the development comments for consideration by the Central Valley Water Board. LWA will support the City in meetings with Central Valley Regional Water staff to discuss the NPDES permit. Following approval of the new NPDES permit by the Central Valley Water Board, LWA will review the NPDES permit to ensure that all appropriate revisions have been incorporated. The NPDES permit is expected to contain various compliance activities, status reports, etc. LWA will prepare an NPDES Permit Compliance Activity Schedule for use by the City to summarize, prioritize, and assign responsibility for completion of the compliance activities.

#### Project Schedule

LWA will work with the City to develop a project schedule for tasks as they are needed.

#### Budget Amendment

The cost estimate for the work described above will be conducted on a time and materials basis according to LWA's current billing rates, which are adjusted annually on July 1. The cost estimate for this effort is presented in the table below.

Tasks	Labor Classification →			Associate I	Senior I	Project 2A	Project 1B	Project 1C	Contract Manager
	Labor Cost	Direct Expense	Hours	\$304	\$269	\$248	\$176	\$150	\$155
<b>Task 37: Project Coordination</b>									
Task 37.1 Project Coordination	\$7,334		32	16					16
<i>Task Subtotal</i>	<i>\$7,334</i>		<i>32</i>	<i>16</i>					<i>16</i>
<b>Task 38: Conduct Audit and Update of 2022 SSMP</b>									
Task 38.1 Conduct SSMP Audit	\$3,226		12		12				
Task 38.2 Update SSMP	\$5,158		28		8			20	
<i>Task Subtotal</i>	<i>\$8,384</i>		<i>40</i>		<i>20</i>			<i>20</i>	
<b>Task 39: Provide On-Going NPDES Permit Compliance Services</b>							40	40	
Task 39.1 Provide On-going NPDES Permit Compliance Services	\$25,214		120	40			40	40	
<i>Task Subtotal</i>	<i>\$25,214</i>		<i>120</i>	<i>40</i>			<i>40</i>	<i>40</i>	
<b>Task 40: Assist with NPDES Permit Reissuance</b>									
Task 40.1 Assist with NPDES Permit Reissuance	\$18,717		76	24	4	32		16	
<i>Task Subtotal</i>	<i>\$18,717</i>		<i>76</i>	<i>24</i>	<i>4</i>	<i>32</i>		<i>16</i>	
<i>Total Hours</i>			<i>268</i>	<i>80</i>	<i>24</i>	<i>32</i>	<i>40</i>	<i>76</i>	<i>16</i>
<b>Total Cost</b>	<b>\$ 59,649</b>	<b>\$ -</b>		<b>\$24,308</b>	<b>\$ 6,452</b>	<b>\$ 7,943</b>	<b>\$ 7,045</b>	<b>\$11,429</b>	<b>\$ 2,472</b>

This cost estimate will amend the current contract budget of \$746,077 to \$805,726.

We look forward to continuing to work with the City and supporting its NPDES permit compliance. Please don't hesitate to contact me with any questions or concerns.

Sincerely,



Gorman Lau, P.E.

Associate



## City of Grass Valley City Council Agenda Action Sheet

---

**Title:** Contract Amendment with California Consulting for Grant Writing Services

**CEQA:** Not a project

**Recommendation:** The Council authorizes the City Manager to enter into Amendment No. 1 with California Consulting for grant writing services in the amount of \$22,800, subject to legal review.

---

**Prepared by:** Timothy M. Kiser, City Manager

**Council Meeting Date:** 1/13/2026

**Date Prepared:** 1/6/2025

**Agenda:** Consent

**Background Information:** On August 22, 2024, the City of Grass Valley issued a Request for Proposals (RFP) to solicit a qualified professional firm to provide comprehensive grant writing services. The intent of the RFP was to secure additional grant funding to support projects consistent with City Council priorities.

Following the evaluation process, California Consulting, Inc. was selected as the most qualified firm. The City entered into an initial one-year agreement with California Consulting at a cost of approximately \$53,000. During the term of the contract, California Consulting has successfully assisted the City in securing more than \$300,000 in grant funding and has advanced several additional grant applications to the second round, with final submissions due this winter (January-February).

Staff have since worked with California Consulting to renegotiate the scope and cost of services. As a result, the monthly contract amount has been reduced by \$600, to a revised cost of \$3,800 per month. This reduction reflects a more focused scope of work that prioritizes grant opportunities most aligned with the City's needs, specifically in the areas of fire services, vegetation management, and public works.

The purpose of this contract amendment is to continue grant writing services for an additional six months while further evaluating the effectiveness and return on investment of the agreement. During this period, California Consulting will also assist the City in finalizing several second-round grant applications due over the next few months. Because a significant portion of the grant opportunities being pursued relate to fire and vegetation management, staff will meet with the Measure B Subcommittee prior to the City Council meeting to review the appropriateness of using \$12,000 in Measure B funds to support grant writing services.

Based on California Consulting's qualifications, experience, and demonstrated results

to date, staff believes their services continue to align well with the City's funding goals. Staff recommends approval of the contract amendment to support the City's ongoing grant development and management efforts.

**Council Goals/Objectives:** This works towards achieving/maintaining Strategic Plan goals - Community & Sense of Place, and Economic Development and Vitality.

**Fiscal Impact:** The proposed contract amendment with California Consulting includes a fixed monthly rate of \$3,800, which aligns with the budget for grant writing services.

**Funds Available:** Yes

**Account #:** 100-102-51110 \$4,400  
500-701-51110 \$2,000  
510-801-51110 \$2,000  
230-230-51110 \$2,400  
207-102-51110 \$12,000

**Reviewed by:** City Manager

**Attachments:** Contract Amendment No. 1

**CITY OF GRASS VALLEY**  
**AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. C24-23**

Item # 7.

This Amendment No. 1 to Agreement (“Amendment”) is made on this 13<sup>th</sup> day of January 2026 by and between the City of Grass Valley, a municipal corporation (“City”), and California Consulting, Inc. (“Consultant”).

This Amendment to Agreement amends the original Agreement No 24-23, between the City and Consultant, dated November 19, 2024.

City and Consultant desire to amend the Agreement to extend the time of performance and increase the contract amount. The parties hereby agree to amend the Agreement as follows:

1. Amend Item 3.1 Scope of Services” by replacing in entirety with the following:

“Scope of Services”: Such professional services as are set forth in Consultant’s December 2025 proposal attached hereto as Exhibit A and incorporated by this reference.

2. Amend Item 3.4 “Maximum Amount” by replacing in entirety with the following:

“Maximum Amount”: The total compensation and costs payable to Consultant by the City under this Agreement. The Maximum Amount under this Agreement is Seventy-Five Thousand Six hundred Dollars (\$75,600.00).

3. Amend Item 3.6 “Termination Date” by replacing in entirety with the following:

“Termination Date”: December 31, 2026

4. Exhibit A “Scope of Services and Fee Schedule” by replacing in entirety with the following attached Exhibit A dated December 2025.

**EFFECT OF THIS AMENDMENT.** Except as expressly modified by this Amendment, the PSA shall continue in full force and effect according to its terms, and the Parties hereby ratify and affirm the respective rights and obligations under the PSA, including but not limited to the indemnification obligations and insurance requirements of the PSA. In the event of any conflict between this Amendment and the PSA, the provisions of this Amendment shall govern.

5. **SEVERABILITY.** If any provision of this Amendment is determined to be illegal or unenforceable, this determination shall not affect any other provision of the Amendment or PSA, and all other provisions shall remain in full force and effect.
6. **CONSTRUCTION OF FIRST AMENDMENT.** Each party has had an opportunity to consult with an attorney in reviewing this Amendment. Therefore, the usual construction as to the drafting party shall not apply to this Amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 13th day of January 2026.

**“City”**  
**City of Grass Valley**

By: \_\_\_\_\_

Tim Kiser  
City Manager

Date: \_\_\_\_\_

**“Consultant”**  
**California Consulting, Inc.**

By: \_\_\_\_\_

*Officer Signature #1*

Date: \_\_\_\_\_

By: \_\_\_\_\_

*Officer Signature #2*

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Taylor Whittingslow, Deputy City Manager

Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
David Ruderman, City Attorney

Date: \_\_\_\_\_



## A Proposal for the Grass Valley Public Works and Fire Department

### ***History***

Founded in 2004, California Consulting has an excellent reputation for hard work and a commitment to success for our clients. California Consulting is the largest grant writing firm in California. With offices in Southern California, Northern California and Central California, we have almost 250 clients statewide. We have 40 members of our team from Chico in the North, to San Diego in the South. California Consulting has developed an expertise in representing public agencies, and non-profit organizations. We have secured over \$1.6 billion for our clients since inception. The California Consulting team boasts approximately 30 grant writers. Through years of experience our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. California Consulting grant writers have written over 1,700 competitive grant applications that have been funded. Our aggressive, hard-working, and results-oriented style has translated into success for our clients. Our professional grant writers are diligent and stay current on every Federal and State grant available on a myriad of different topics and public policy areas. Whether it is recreation, education, parks money, or public safety our grants team knows where to locate grant funds and how to successfully write the applications.

### ***Grant Funding Services***

California Consulting is a full service grant writing firm. We are experts in the fields of grant research and identification. We prepare comprehensive and concise grant application packages. We submit grants in a timely fashion and follow through after the grant has been submitted to determine the status of the grant. We also conduct post award compliance and administration. California Consulting has a fundamental business philosophy founded on open communication and tailoring the grants we pursue to fit our client's needs.

1. **Needs Assessment (Meetings with Department Heads to review priorities and funding needs):** We learn about the client at the outset of the contract by conducting an in-depth Needs Assessment. Each client is assigned a lead Project Manager. The Project Manager communicates regularly with the client and on an ongoing basis. This relationship building is the key to keeping the grants pursued on target with the client's overall goals.  
*Sample questions asked during the Needs Assessment:*
  - a) List and describe any program initiatives or priority projects.
  - b) What needs, projects, or content areas would you like to target for funding? You can list specific projects or general areas in which you have funding needs.
  - c) List any grants for which you are considering applying or have decided to apply. In addition, please list what kind of grant-writing support would be helpful for each grant.
  - d) List past grants that your agency has received.
  - e) List past grant applications you would like to revise and submit again.
2. **Facilitation of Department Decision Making Processes:** Our Project Managers are experts on grant identification. With years of experience, your Project Manager will be

able to assist your Staff in deciding which grants make the most sense to meet the funding needs identified.

3. **Grant Research and Identification:** Our Project Manager's conduct thorough research on an ongoing basis. We track current and upcoming grants in order to let our client's know what is available and what we recommend would fit their situation. By regularly tracking grant announcements we are able to present these grant opportunities to our clients as soon as they are released. California Consulting will provide you with a Grant Activity Report monthly detailing the grants available, grants in progress and grants submitted. You will also be provided with available grant opportunities on an ongoing basis.
4. **Client Commitment:** When identifying grants that meet your needs and funding priorities, your Project Manager will advise you of the estimated time commitment required from your staff.
5. **Grant Preparation Process:** When your staff and California Consulting agree to pursue a grant, we will develop a checklist and schedule. The checklist and schedule will include what things you will be responsible for and when we will need them submitted. We need your staff involved in the grant preparation process to provide required information we don't have access to. The Project Manager will provide you with grant portions along the way to review for content accuracy. The more engaged you are able to be in this process, the higher quality the application will be. California Consulting retains copies of all grants we've submitted. If the application was successful, we use it as a guide for future grants. Below is a list of general tasks for our grant process:
  - a. Create a task timeline with due dates
  - b. Ensure the proposed project meets the grant agency's requirements
  - c. Review similar successful grant applications and apply where possible
  - d. Collect information on the project
  - e. Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
  - f. Obtain letters of support when necessary
  - g. Draft proposals and send to staff for review
  - h. Incorporate staff edits in final drafts
  - i. Submit completed application timely
  - j. Monitor funding agency until grant awards are announced.
6. **Quality Assurance:** California Consulting takes pride in our impeccable grant applications. We are successful in this area due to our thorough quality assurance measures. Our Grant Managers conduct group meetings with all Project Managers regularly. In addition, our Grant Managers meet individually with each Project Manager to review each client. These meetings thoroughly discuss each client's needs, what grants are being worked on and what additional grants may be a good fit. We ensure the best quality product before the grant application is submitted.
7. **Facilitation of Partnership Meetings:** Our Project Managers will arrange and schedule meetings with key personnel to review all grants prior to submission to ensure application accuracy.
8. **Timely Submission:** We create a precise timeline to ensure the grant is submitted on time. This timeline not only captures the submission deadline, but we create other deadlines in order to obtain the information needed for a quality submission. We believe if everyone is on the same page and is aware of what needs to be done, we can limit scrambling at the last minute.
9. **Funding Agency Monitoring:** California Consulting will monitor the Funding Agency until grant awards are announced.

10. **Grant Administration:** Some grants require post award compliance, reporting and administration. California Consulting will prepare required agency reports and submit them by the required due date. We propose that to the extent legally allowed, the Client hire California Consulting as grant administrators when dollars are available from within the grant (at no additional cost to you). When grant dollars from the grant are not available for administration, reporting and evaluation purposes we will provide these services to the Client for a monthly fee, or a one-time fee based on the Client's preference. If the Client chooses the monthly retainer option, grant administration services are included.
11. **Monthly Progress Reporting:** California Consulting will prepare a monthly report reflecting grants in progress, grants submitted and grants awarded. This will provide you and Management with a clear report on our work.

## References

California Consulting references include key leaders from around the State. All of our current clients are references. California Consulting currently has contracts with over 150 cities across California, almost 60 School Districts and several Non-Profits and others. A full client list can be obtained at [www.californiaconsulting.org](http://www.californiaconsulting.org).

## Pricing

California Consulting offers two different pricing options for Grant Writing services.

### Pricing Option 1: Monthly Retainer

California Consulting's monthly retainer services include all grant research, grant identification, grant writing, and post award administration as needed. Items 1 – 11 under Grant Writing is included in the Monthly Retainer Services. Below is a more detailed scope of work:

Task	Included in Price
Meet with Client Staff to ascertain needs and goals	✓
Conduct background research as requested by Client	✓
Provide advice on best grants for Client to pursue based on project and grant requirements and guidelines	✓
Attend meetings in person or by teleconference as necessary	✓
Develop schedule for grants chosen by Client	✓
Preparing and writing all grant applications chosen by Client	✓
Develop evaluation strategies in accordance with funding agency's instructions	✓
Adhere to decisions made by Client relating to grants	✓
Write all sections of grant applications and proposals	✓
Draft and finalize grant language with direction of Client	✓
Ensure timelines for grant submittal are met	✓
Monthly reports to include grants in progress, grants submitted, and grants awarded	✓
Regular communication via email and/or phone regarding upcoming grant opportunities	✓
Grant administration and post award compliance as needed	✓

We propose a flat monthly rate of **\$3,800**, plus reimbursement of out of pocket expenses for services explained above.

### Pricing Option 2: Per Grant

We propose an agreement for a Per Grant basis, plus reimbursement of out of pocket expenses. The following is a breakdown of cost per grant:

Grant Amount Request	Cost
Up to \$10,000	\$2,000
\$10,001 - \$50,000	\$5,000
\$50,001 - \$200,000	\$8,000
\$200,001 - \$500,000	\$10,000
\$500,001 - \$2,000,000	\$12,000
Over \$2,000,000	\$15,000 - \$18,000

*\*Cost will be determined based on complexity of grant preparation for grant requests exceeding \$2,000,000*

Grant research, grant identification, and grant administration can be provided at an hourly rate of \$150.00. For research completed at an hourly rate, client may specify a “not to exceed” amount.



## City of Grass Valley City Council Agenda Action Sheet

---

**Title:** Adoption of the Hometown Hero Banner Program Policy

**CEQA:** Not a project

**Recommendation:** That the Council adopt the Hometown Hero Banner Program Policy and authorize the City Manager, or designee, to make non-substantive administrative updates to the policy as needed, including application procedures, timelines, and formatting, provided such updates are consistent with the intent of the program.

---

**Prepared by:** Taylor Whittingslow, Deputy City Manager

**Council Meeting Date:** 1/13/2026

**Date Prepared:** 1/8/2026

**Agenda:** Consent

**Background Information:** The proposed Hometown Hero Banner Program is a community recognition initiative intended to honor men and women with ties to Nevada County who have served, or are currently serving, in the United States Armed Forces. The program provides a respectful, highly visible tribute by displaying personalized banners along South Auburn Street from around May 1 through November 12 each year.

The proposed policy outlines program eligibility, application requirements, banner specifications, review procedures, costs, and City oversight to ensure consistency, fairness, and administrative clarity. Adoption of this policy allows the City to formally implement the program beginning in the upcoming year.

Many communities across California and the nation have implemented “Hometown Hero” banner programs as a way to recognize military service members in a dignified, non-commercial manner. In response to community interest and staff evaluation, the City developed a policy framework tailored specifically to Grass Valley’s scale, infrastructure, and operational capacity.

Under the proposed program, banners would be displayed along South Auburn Street between Neal Street and the Highway 49 overpass, an area with sufficient streetlight infrastructure and high public visibility. The program is designed to be administratively managed by City staff, with assistance from a small advisory panel for eligibility verification only.

### PROGRAM OVERVIEW

#### Banner Quantity and Configuration

- A total of 9 double-sided banners will be displayed annually

- Banners will be installed on 9 streetlight poles, with two different honorees per pole (one per side) Unless sponsor wishes to utilize both sides

## Display Period

- Banners displayed annually from about May 1 through November 12 (Veterans Day)

## Cost Structure

- \$150 per banner pole (double-sided) or \$75 per honoree (one-sided of banner)
- Cost covers:
  - Custom design and printing
  - Installation and removal
  - Administrative processing
- The program is structured to be cost-recovery only and is not intended to generate revenue for the City

## ELIGIBILITY

To qualify, an honoree must meet one or more of the following criteria:

- Currently serving in the U.S. Armed Forces
- Honorably discharged veteran
- Individual directly supporting military service or national defense (including qualifying civilian roles)

Additionally, the honoree must be a current or former Nevada County resident or have immediate family currently residing in Nevada County

## APPLICATION AND REVIEW PROCESS

- Applications accepted annually January 1 - March 31
- Applications reviewed by City staff for administrative completeness
- A 2-3 member advisory panel comprised of local veterans' organization representatives will:
  - Verify eligibility
  - Confirm required documentation
- The advisory panel does not score applications or select banner locations
- Final approval, placement, and implementation authority remains with the City

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

**Fiscal Impact:** N/A. **Funds Available:** N/A **Account #:** N/A

**Reviewed by:** \_\_ City Manager **Attachments:** Home Town Hero Policy

# City of Grass Valley

## Hometown Hero Banner Program

**Honoring the brave men and women of Nevada County who have served or are currently serving in the United States Armed Forces.**

### About the Program

The City of Grass Valley Hometown Hero Banner Program honors local military service members by displaying personalized streetlight banners along South Auburn Street from May 1 through November 12 each year.

This community recognition serves as a heartfelt thank you to those who have dedicated their lives to protecting our nation and preserving our freedoms.

There are eighteen (18) available banner locations (9 street poles with double sided banners), awarded on a first-come, first-served basis. Banners will be displayed annually from May through Veterans Day and returned to the sponsor afterward.

### Eligibility Requirements

To qualify, the honoree must meet one or more of the following:

- Currently serving in the U.S. Armed Forces (Army, Navy, Air Force, Marines, Coast Guard, or Space Force, Merchant Marine)
- An honorably discharged veteran of the U.S. Armed Forces
- The honoree must be a current or former resident of Nevada County or have immediate family who reside within Nevada County.
- Other service or role directly supporting military service or national defense (including civilian roles such as nurses, teachers, or support personnel working with or for the military)

### Program Cost

**\$150 per banner**

This cost includes:

- Custom design and printing
- Installation and removal
- Banner returned to sponsor at end of display period

Approved by City Council on xx/xx/yyyy

Checks should be made payable to:  
**City of Grass Valley – Hometown Hero Program**

Mail or deliver to:  
**City of Grass Valley**  
Attn: Hometown Hero Program  
125 E. Main Street, Grass Valley, CA 95945

## **Banner Specifications**

Each banner will feature:

- Honoree's photograph (official military portrait preferred)
- Honoree's full name
- Branch of service and insignia
- Optional years of service or conflict

## **Photo Requirements:**

- High-resolution image (physical or digital)
- Official military portrait preferred

## **Required Documentation**

Please include **all** of the following with your application:

1. Completed application form (see below)
2. Proof of Nevada County residency (for honoree or immediate family)
3. Verification of service
4. Photograph of honoree (digital image preferred)
5. Payment of \$150 (check payable to "City of Grass Valley – Hometown Hero Program")

Approved by City Council on xx/xx/yyyy

## Application Review Process

All submitted applications will be reviewed by City staff for administrative completeness. Applications meeting basic requirements will then be reviewed by an advisory panel of two to three individuals from local veterans' organizations.

The advisory panel's role is limited to:

- Verifying application completeness
- Confirming eligibility based on military service and residency criteria

The panel does not score applications or select banner locations. Final determination and implementation of the program remain at the discretion of the City of Grass Valley.

## Important Dates

- **Application Period:** January 1 – March 31
- **Banners Displayed:** May 1 – November 12
- **Banner Return:** By November 30

## Banner Locations

Banners will be displayed on South Auburn Street between Neal Street and the Highway 49 overpass.

Exact pole locations are determined by City staff. Sponsors may not select specific poles.

## Terms & Conditions of Policy

The City Manager, or designee, is authorized to make administrative, non-substantive updates to this policy as necessary to ensure effective program administration, provided such updates are consistent with the intent of the Hometown Hero Banner Program.

## Contact Information

For questions, please contact:

Miranda Bacon  
City of Grass Valley – Community Engagement Division  
[Mirandab@cityofgrassvalley.com](mailto:Mirandab@cityofgrassvalley.com)  
(530) 274-4714

Approved by City Council on xx/xx/yyyy



# Application Form

## City of Grass Valley – Hometown Hero Banner Program

### Honoree Information:

- Full Name (as it should appear): \_\_\_\_\_
- Branch of Service (circle): Army | Navy | Air Force | Marines | Coast Guard | Space Force | Merchant Marine
- Other service or role directly supporting military service or national defense (including qualifying civilian roles; ie: Red Cross, USO etc. please explain):  
\_\_\_\_\_
- Years of Service (optional): \_\_\_\_\_
- Status (circle): Active | Veteran | Memorial

### Sponsor Information:

- Sponsor Name: \_\_\_\_\_
- Relationship to Honoree: \_\_\_\_\_
- Address: \_\_\_\_\_
- Phone: \_\_\_\_\_
- Email: \_\_\_\_\_

### Required Attachments:

- Proof of residency (utility bill, driver's license, etc.)
- Verification of service
- High-resolution photo of honoree
- Payment (\$150 check payable to "City of Grass Valley – Hometown Hero Program")

**Sponsor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Terms & Conditions

- Banners will be displayed from May 1–November 12 each year.
- The City of Grass Valley reserves the right to determine final banner design, layout, and placement.
- All materials submitted become property of the City during the program period.
- The City is not responsible for damage due to weather, vandalism, or unforeseen circumstances.
- Upon removal, banners will be returned to the sponsor.

Approved by City Council on xx/xx/yyyy



## Hometown Hero Banner Program – Summary

The Hometown Hero Banner Program honors local military service members by displaying commemorative banners on South Auburn Street each year from May 1 through November 12.

- 9 double sided banners will be displayed annually (up to 18 individuals being recognized)
- Two different honorees share each streetlight pole –
- Honorees include active-duty service members and honorably discharged veterans with a connection to Grass Valley

Applications will be accepted annually and reviewed by City staff with assistance from a small advisory panel of local veterans' organization representatives to confirm eligibility. Final approval and placement decisions remain with the City.

The cost is \$150 per pole (if only one side of banner is requested fee will be \$75), which covers banner production, installation, and removal. The City does not generate revenue from the program.

This program provides a visible, respectful way to recognize military service while maintaining City control over design, placement, and operations.



## City of Grass Valley City Council Agenda Action Sheet

**Title:** MOU between the City of Grass Valley and Feral Land Project/NPO (501)(c)(3)

**CEQA:** Not a project

**Recommendation:** That the council authorize the City Manager or City Representative to sign/execute, pending legal review.

**Prepared by:** Duane Strawser, OES/CRRM

**Council Meeting Date:** 01/13/2026

**Date Prepared:** 01/07/2026

**Agenda:** Consent

**Background Information:**

The City of Grass Valley contains many vacant, abandoned, non-maintained parcels posing imminent wildfire ignition hazards. We also face the reality that past/current Commercial Landscape Plan requirements need updating to meet the ever-present Wildfire hazards.

To this end, City vegetation management staff approached a respected NPO (The Feral Land Project) to provide volunteer hazardous vegetation mitigation project advisory services related, but not limited to: EIR guidance, Existing Plant Surveys, Fuels Reduction/Removal planning, Re-vegetation plan designs, Native/Non-invasive Fire-Wise™ tree/plant lists, and Physical parcel rehabilitation via Landscape plan design, implementation and maintenance.

Best-practice guidelines deem it appropriate that both parties sign a standard MOU agreement ensuring all current and future projects meet the objectives, expectations and legal liability requirements to form a successful, long-term partnership for the benefit of the community.

**Council Goals/Objectives:** This action attempts to achieve the following strategic goals:

GOAL #1 - Public Safety via Wildfire Risk Land Management

GOAL #2 - Community, Sense of Place and Quality of Life via Nature/Beautification

GOAL #3 - Update of existing Landscape Design Planning Guidelines

**Fiscal Impact:** N/A - Not yet determined, little or no City expenditures projected

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** City Manager

**Attachments:** Feral Land MOU

**MEMORANDUM OF UNDERSTANDING**  
**CITY OF GRASS VALLEY, CALIFORNIA**  
**AND**  
**THE FERAL LAND PROJECT**

**Introduction**

This Memorandum of Understanding (MOU) describes the relationship between the **City of Grass Valley**, a municipal corporation, hereinafter referred to as “City,” and **The Feral Land Project**, a public non-profit organization, hereinafter referred to as “FLP,” in their joint efforts to enhance, restore, and steward natural landscapes, public open spaces, and ecological assets within the City’s sphere of influence.

---

**WITNESSETH**

**WHEREAS**, The Feral Land Project is a California nonprofit dedicated to ecological restoration, habitat enhancement, regenerative land management, community engagement, and the long-term stewardship of natural resources, parks, and open spaces; and

**WHEREAS**, the goals of FLP are accomplished through site-specific ecological planning, habitat restoration, invasive species management, native plant propagation, community volunteer engagement, and partnerships with public entities and private landowners; and

**WHEREAS**, the City recognizes that one of the essential elements of enhancing quality of life within Grass Valley is the restoration and maintenance of healthy ecosystems, parks, open spaces, and community-accessible natural landscapes; and

**WHEREAS**, the City has or may obtain public land where ecological restoration, invasive species removal, native revegetation, or long-term stewardship programs are proposed or planned; and

**WHEREAS**, the City has adopted the Grass Valley Parks and Recreation Master Plan, which envisions improvements to public open spaces, natural resource protection, and ecological connectivity among parks, neighborhoods, and community facilities; and

**WHEREAS**, the preservation, restoration, and stewardship of natural lands is also consistent with the Conservation and Open Space Elements of the City’s General Plan; and

**WHEREAS**, it is mutually beneficial for the City and FLP to collaborate on the planning, implementation, and maintenance of ecological restoration, land stewardship, and public engagement efforts on City-owned land.

---

**NOW, THEREFORE, in consideration of the above recitals, the parties agree as follows:**

**1. Purpose**

To establish the procedure and responsibilities for accomplishing the planning, design, implementation, and maintenance of ecological restoration, enhancement, and land stewardship projects on land owned or managed by the City of Grass Valley.

---

**2. In concept, FLP agrees to:**

- A. Consult with the designated City representative to identify project locations, restoration priorities, ecological objectives, and preferred stewardship approaches.
- B. Prepare project descriptions suitable for CEQA review when needed.
- C. Prepare work schedules specifying when, how, and by whom restoration, maintenance, and stewardship tasks will be accomplished.
- D. Provide regular updates to the City representative regarding progress, scheduling changes, ecological findings, or modifications to plans.
- E. Secure grants, donations, and private funding to support ecological restoration activities, including contractor services, tools, materials, and native plant procurement.
- F. Organize and supervise volunteers to assist in restoration, site enhancement, vegetation management, native plantings, invasive species removal, monitoring, and stewardship tasks.
- G. Coordinate with private landowners, where applicable, to secure necessary permissions or easements for ecological projects that connect to City-owned property.

---

**3. In concept, the City agrees to:**

- A. Ensure that projects comply with CEQA, the City's General Plan, the Parks & Recreation Master Plan, and any other applicable laws, regulations, and permitting requirements.
- B. Provide FLP with written approval for activities on City property and assist with obtaining any encroachment permits or other authorizations required for project work.

C. Provide assistance in the implementation of ecological restoration, enhancement, or stewardship projects using available City equipment, personnel, and funds to the extent they are available and designated for such purposes through the budget process.

---

**4. Both Parties agree to:**

- A. Carry out all responsibilities under this agreement in a timely manner and, to the extent possible, avoid any actions that could jeopardize the cooperation and goodwill of donors, grantors, volunteers, or members of the public.
- B. Consult with the other party before preparing or distributing any public information, press releases, or outreach materials related to the project.
- C. Provide a designated representative to carry out the terms of this MOU.  
The designated representative for the **City** shall be \_\_\_\_\_, and the designated representative for **FLP** shall be The Feral Land Project Executive Director.
- D. Understand that termination of this Agreement may be initiated by either party and will be effective upon delivery of written notice to the other party by the signer of this Agreement. Unless renewed, this Agreement will terminate five (5) years from the date of execution.

---

Executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2025 in Grass Valley, CA.

---

**THE FERAL LAND PROJECT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

---

**CITY OF GRASS VALLEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

---

**ATTEST:**

---

City Clerk

---

**APPROVED AS TO FORM:**

---

City Attorney



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Declaration of Surplus Fire Engine

**CEQA:** Not a Project

**Recommendation:** That Council 1) adopt Resolution 2026-01 Declaring Vehicles of the City of Grass Valley Surplus

**Prepared by:** Mark Buttron- Fire Chief

**Council Meeting Date:** 01/13/2026

**Date Prepared:** 01/05/2026

**Agenda:** Consent

**Background Information:** Pursuant to Government Code Section 37350, the City may declare personal property as surplus when it is no longer required for municipal purposes. The City of Grass Valley Fire Department is requesting that Engine 201 be declared surplus.

Engine 201 was purchased in 2003 through a bequest from the Everett Champion Estate. Throughout its primary service life, the engine served the City and surrounding region with distinction, responding to thousands of incidents within the City and County, as well as statewide fire deployments, including the Camp Fire.

In recent years, Engine 201 has been reassigned from frontline service and utilized as a ready-reserve apparatus as the City has continued to modernize its fire fleet through funding provided by Measure E. The Fire Department is scheduled to take delivery of a new KME fire engine, originally ordered in 2020, in late January. Upon delivery, an existing frontline engine will transition to reserve status, resulting in two reserve engines within the department's fleet.

Given this operational change, Engine 201 is no longer required to meet the Department's service or reserve needs and is recommended to be declared surplus. Upon Council approval, Engine 201 will be disposed of through public auction or donation in accordance with applicable policies and regulations.

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

**Fiscal Impact:** Revenues generated by the auction offset future vehicle purchases by the City.

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

**Reviewed by:** City Manager

**Attachments:** Equipment list, Resolution 2026-01

## RESOLUTION NO. 2026-01

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

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

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

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

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

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

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

ADOPTED as a resolution of the City Council of the City of Grass Valley at a regular meeting held on the 13th day of January 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

APPROVED AS TO FORM:

ATTEST:

---

David Ruderman, City Attorney

---

Taylor Whittingslow, City Clerk

## SURPLUS VEHICLE

VEHICLE #	YEAR/MAKE/MODEL	LICENSE#	OPERABLE	CONDITION	Mileage
Engine 201	2003 HME Fire Engine	1221577	Yes	Fair	141412



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Participation in Property Assessed Clean Energy Programs (PACE)

**CEQA:** Adoption of a Resolution to authorize participation in these PACE programs is not considered a “project” pursuant to Section 15060(c)(3) under the California Environmental Quality Act (CEQA).

**Recommendation:**

Approve Resolution 2026-02 to allow the conduct of special assessment proceedings for applicants within the City of Grass Valley by the California Statewide Communities Development Authority (CSCDA) for the purpose of financing or refinancing renewable energy, energy efficiency, water efficiency and seismic strengthening improvements.

**Prepared by:** Amy Wolfson, City Planner

**Council Meeting Date:** January 13, 2026

**Date Prepared:** January 6, 2026

**Agenda:** Consent

**Background Information:** By the passage of Assembly Bill 811, the California State Legislature added Chapter 29 to the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code. This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose of financing private property improvements that promote renewable energy generation, energy and water efficiency and electric vehicle infrastructure.

The City is already a member of the California Statewide Communities Development Authority (CSCDA), who will be responsible for establishing the contractual assessment program. Resolution 2026-02 opts the City into the PACE program so that property owners can take advantage of this unique financing tool. The resolution consents to the inclusion of parcels within the incorporated area of the City and participating property owners consent to the contractual assessments levied on their property. This financing presents an opportunity for the City to improve its energy efficiency through voluntary building improvements including solar installations, appliance upgrades, window replacement, and other similar improvements. The PACE program will incentivize these types of improvements through attractive financing availability.

**Council Goals/Objectives:** Adopting this Resolution to allow participation in PACE programs supports the 2022 Strategic Plan Update, Goal #1: The City of Grass Valley is dedicated to promoting programs and projects that improve livability and enhance the character and charm of Grass Valley, as well as supports 2022 Strategic Plan Update Goal # 4: the City of Grass Valley encourages a robust and sustainable economy that reflects diverse employment opportunities that support the values of Grass Valley

**Fiscal Impact:** None

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

**Attachments:**

1. Resolution 2026-02, Authorizing City Residents to Participate in the PACE financing and refinancing programs

## RESOLUTION NO. 2026-02

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS**

WHEREAS, the California Statewide communities Development Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Grass Valley (the "City"); and

WHEREAS, Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") authorizes the Authority to establish voluntary contractual assessment programs to finance or refinance renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments within counties and cities throughout the State of California that consent to the participation of properties within their respective territories and the issuance of bonds from time to time; and

WHEREAS, for the purpose of providing financing and refinancing for the Improvements, the Authority has established two CSCDA Open PACE Programs (the "Programs"): i) the CaliforniaFIRST Program and ii) the CSCDA Open PACE Program; and

WHEREAS the Authority has designated multiple third-party program administrators to administer the Programs; the current program administrators are the Counterpointe Energy Solutions II (CA) LLC, PACE Funding Group LLC dba Home Run Financing, Renew Financial Group LLC, Fortifi, Nuveen Green Capital, White Oak Advisors, Stonehill PACE, LLC, Lord Cap PACE, Green PACE Capital, PACE Loan Group, Petros PACE Finance, Castle Green Finance, Bayview PACE, Green Rock Healthcare Capital, Citizens Business Bank and the Authority will notify the City of any additions or changes; and

WHEREAS, the Authority may also administer certain projects itself, working directly with third-party capital providers; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of the property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City's official boundaries; and

WHEREAS, the Authority will conduct all assessments proceeding under Chapter 29 for the Programs and issue any bonds issued in connection with the Program; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

NOW, THEREFORE, BE IT RESOLVED that:

1. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Program within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.
2. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided that:
  - i The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and
  - ii The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.
3. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Manager of the City from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: City Planner.
4. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisition, agreements and related documents as are reasonably required by the Authority to implement the Programs.
5. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

ADOPTED as a resolution of the City Council of the City of Grass Valley at a regular meeting held on the 13<sup>th</sup> day of January 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

---

Hilary Hodge, Mayor

APPROVED AS TO FORM:

ATTEST:

---

David Ruderman, City Attorney

---

Taylor Day Whittingslow, City Clerk



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Resolution Supporting FireFly Wildfire Early Warning System, UC Davis, UC Berkeley, and Citris- Banatao Institute Innovations Research Group funding hub

**CEQA:** Not a project

**Recommendation:** That Council approve the attached Resolution and authorize the Mayor to Resolution supporting FireFly Wildfire Early Warning System and installation projects.

**Prepared by:** Duane Strawser, OES/CRRM

**Council Meeting Date:** 01/13/2026

**Date Prepared:** 01/07/2026

**Agenda:** Consent

**Background Information:** The City of Grass Valley/GVFD was approached by Professors from UC Davis to gauge our interest as collaborators in the cutting-edge FireFly Wildfire Early Warning System in development the past 10+ years, producing the most effective, efficient and reliable system to address Early Wildfire ignition Detection on a state, nation and world-wide basis.

GVFD and the vegetation management staff have had ongoing communications with UC Davis and determined it as critical to the increased safety of our community to partner in the development, deployment and implementation of the FireFly EW System in the City of Grass Valley.

Staff and UC Davis presented grant funding reviews at UC Berkeley to the CITRIS and Banatao Institute research center focused on Ai/IT solutions for society's most pressing challenges and were recently notified that we were successfully awarded funding to assist UC Davis in final design, install and deployment the FireFly system on a city-wide basis.

**Council Goals/Objectives:** This action attempts to achieve the following strategic goals:

GOAL #1 - Increased Public and First Responder Safety via Early Wildfire Risk Detection  
GOAL #2 - Increased Community Sense of Safety and Quality of Life

**Fiscal Impact:** To be determined, little or no City expenditures projected aside from staff time.

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** \_\_ City Manager

**Attachments:** R2026-03

## RESOLUTION NO. 2026-03

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AFFIRMING THE CITY'S COMMITMENT TO CONTINUE A PARTNERSHIP TO DEVELOP, DEPLOY, AND IMPLEMENT THE UC DAVIS / FIREFLY WILDFIRE EARLY WARNING SYSTEM ON A CITY-WIDE BASIS

WHEREAS, the City of Grass Valley is located in a high wildfire-risk region where early detection and rapid response are critical to protecting life, property, and critical infrastructure; and

WHEREAS, the City of Grass Valley, including its Measure-B program and the Grass Valley Fire Department, is committed to advancing innovative, science-based solutions that improve community safety and emergency preparedness; and

WHEREAS, the University of California, Davis, through its FireFly Wildfire Early Warning System, has developed a low-cost, verifiable wildfire detection platform that transforms wildfire detection from passive observation into real-time, actionable intelligence; and

WHEREAS, with support from the CITRIS and Banatao Institute: University of California Innovations Program Research Center, the FireFly system is proposed to become the first city-wide deployment of its kind in Grass Valley, providing rapid ignition detection to support emergency response and wildfire mitigation efforts; and

WHEREAS, the FireFly project brings together a multidisciplinary team of university researchers, public safety professionals, and operational partners, including the Grass Valley Fire Department and CAL FIRE, to ensure effective system integration, sensor placement planning, and operational oversight; and

WHEREAS, the City of Grass Valley recognizes the value of continued collaboration with academic institutions, fire protection agencies, and industry partners to enhance wildfire resilience and preparedness for the community.

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

1. The City of Grass Valley affirms its commitment to continue a partnership to develop, deploy, and implement the UC Davis / FireFly Wildfire Early Warning System on a city-wide basis.
2. The City supports program development efforts funded by the CITRIS and Banatao Institute: University of California Innovations Program Research Center, recognizing the potential of this system to improve wildfire detection, response coordination, and community safety.
3. The City authorizes continued collaboration between City departments, including the Grass Valley Fire Department, and project partners to support planning, testing, and deployment activities consistent with available funding and applicable regulations.
4. Nothing in this resolution obligates the City to future financial commitments beyond those separately approved by the City Council.

ADOPTED as a resolution of the City Council of the City of Grass Valley at a regular meeting held on the 13<sup>th</sup> day of January 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

---

Hilary Hodge, Mayor

APPROVED AS TO FORM:

ATTEST:

---

David Ruderman, City Attorney

---

Taylor Day Whittingslow, City Clerk



## City of Grass Valley City Council Agenda Action Sheet

**Title:** MOU between City of Grass Valley and USFS (Tahoe-NUE)/USDA for the Use of an Air Curtain Incinerator (ACI) loan

**CEQA:** Not a project

**Recommendation:** That Council authorize City Manager or their City Representative to sign/execute the agreement, subject to legal review.

**Prepared by:** Duane Strawser, OES/CRRM

**Council Meeting Date:** 01/13/2026

**Date Prepared:** 01/07/2026

**Agenda:** Consent

**Background Information:** The City of Grass Valley contains many vacant, abandoned, and non-maintained parcels posing imminent wildfire ignition hazards. Our citizens also face overwhelming physical and financial burdens to remove hazardous wildfire fuels, vegetation, and trees from private property.

To this end, City vegetation management approached the USFS (Tahoe) to partner on the use of existing CharBoss ACI unit/s currently unused by their agency to provide tree/vegetation mitigation for current and future Green Waste events within the Grass Valley City Limits and Sphere of Influence (SOI).

Best-practice guidelines deem it appropriate that both parties sign a standard MOU agreement ensuring all current and future projects meet the objectives, expectations and legal liability requirements to form a successful, long-term partnership for the benefit of the community.

**Council Goals/Objectives:** This action attempts to achieve the following strategic goals:

GOAL #1 - Public Safety via Wildfire Risk Land Management via Green Waste disposal events

GOAL #2 - Community, Sense of Place, and Quality of Life via Nature/Beautification

GOAL #3 - Provide a critical service enabling Grass Valley citizens to clear private properties

**Fiscal Impact:** N/A - TBD, little/no City expenditures projected beyond pre-budgeted funds

**Funds Available:** N/A - TBD

**Account #:** N/A

**Reviewed by:** City Manager

**Attachments:** Draft MOU & <https://airburners.com/products/boss-series/charboss/>

FS Agreement No. 26-PA-11051700-XXX

Cooperator Agreement No. \_\_\_\_\_

**NON FUNDED PARTICIPATING AGREEMENT**  
**Between**  
**CITY OF GRASS VALLEY**  
**And The**  
**USDA, FOREST SERVICE**  
**TAHOE NATIONAL FOREST**

This NON FUNDED PARTICIPATING AGREEMENT is hereby entered into by and between the City of Grass Valley, hereinafter referred to as "Cooperator," and the United States Department of Agriculture (USDA), Forest Service, Tahoe National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001).

Title: City of Grass Valley Hazardous Fuels Reduction in Wildland Urban Interface

**I. PURPOSE:**

The purpose of this agreement is to document the cooperation between the parties to loan the City of Grass Valley the Charboss to carbonize hazardous fuels from wildland-urban interface and support demonstration and training on the use of the Charboss for Forest Service, City, and other partners in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

Hazardous fuels reduction within the City of Grass Valley strengthens community safety while directly supporting the Tahoe National Forest's broader wildfire-risk mitigation goals. Reducing dense vegetation, ladder fuels, and overgrown understory in the wildland-urban interface lowers the likelihood that a wildfire ignited on private or municipal lands will spread onto adjacent National Forest System lands. This shared risk means both entities benefit from coordinated, landscape-scale fuel reduction that improves overall watershed health, reduces suppression costs, and enhances firefighter safety.

This type of cooperative work is authorized under the Wyden Amendment (Public Law 105-277, as amended), which allows the Forest Service to use federal funds to conduct or support treatments on non-federal lands when those activities will benefit resources on National Forest



System lands. According to Forest Service guidance, the Wyden Amendment permits hazardous-fuel treatments on adjacent non-federal lands when such work improves the viability of, or otherwise benefits, federal natural resources. Because reducing fuels within Grass Valley directly contributes to protecting Tahoe National Forest lands, wildlife habitat, and watershed conditions, these activities fall squarely within the Wyden Act's authority.

In consideration of the above premises, the parties agree as follows:

### **III. COOPERATOR SHALL:**

- A. **LEGAL AUTHORITY.** Cooperator shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. Provide the appropriate equipment and staffing needed to operate the Charboss without Forest Service presence on site. This includes providing a truck and licensed driver to haul the Charboss to project sites.
- C. Develop and maintain all necessary approvals, notifications, safety plans, and operational plans.
- D. Return the Charboss to a Forest Service facility after the period of use.
- E. Have access to the Charboss from January – May 2026 and a time period to be negotiated in 2027, if appropriate. Additional periods of use can be requested in writing and approved by the Yuba River District or Deputy District Rangers.

### **IV. THE U.S. FOREST SERVICE SHALL:**

- A. Provide technical guidance and support as appropriate.
- B. Be responsive to requests for access to the equipment.
- C. Facilitate transfer of equipment.

### **V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

#### **Principal Cooperator Contacts:**



Cooperator Project Contact	Cooperator Financial Contact
Name: Duane Strawser Address: 125 East Maine Street City, State, Zip: Grass Valley, CA, 95945 Telephone: (530) 263-3388 Email: dstawser@cityofgrassvalley.com	Name: Address: City, State, Zip: Telephone: FAX: Email:

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Kat Powelson Address: 631 Coyote Street City, State, Zip: Nevada City, CA 95959 Telephone: 530-559-3946 Email: katherine.powelson@usda.gov	Name: Address: City, State, Zip: Telephone: FAX: Email:
Name: Rita Clipperton Address: 631 Coyote Street City, State, Zip: Nevada City, CA 95959 Email: rita.clipperton@usda.gov	

**B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued in the Consolidated Appropriations Act, 2016, P.L. No. 114-113, Division E, Title VII, General Provisions Section 745 and 746 respectively regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperator has expended in violation of sections 433 and 434.



C. **NOTICES**. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperator are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Cooperator, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. **PARTICIPATION IN SIMILAR ACTIVITIES**. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

E. **ENDORSEMENT**. Any of Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities.

F. **USE OF U.S. FOREST SERVICE INSIGNIA**. In order for Cooperator to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the Cooperator when permission is granted.

G. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS**. Cooperator agree(s) that any of Cooperator's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as Cooperator has hereby willingly agreed to assume these responsibilities.

Further, Cooperator shall provide any necessary training to Cooperator employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Cooperator shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

H. **NON-FEDERAL STATUS FOR COOPERATOR LIABILITY**. Cooperator agree(s) that any of Cooperator's employees and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United



States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), and Cooperator hereby willingly agree(s) to assume these responsibilities.

Cooperator agree(s) that, except as otherwise provided in this provision below, of Cooperator's volunteers shall not be deemed to be Federal employees and shall not be subject to the provisions of law relating to Federal employment, including those relating to hours of work, rates of compensation, leave, unemployment compensation, and Federal employee benefits. When Cooperator's volunteers are performing approved tasks identified under this agreement, the following applies:

1. For the purpose of the tort claim provisions of Title 28 of the United States Code, any of Cooperator's volunteers shall be considered a federal employee.
2. For the purpose of subchapter I of Chapter 81 of Title 5 of the United States Code, relating to the compensation of Federal employees for work injuries, Cooperator's volunteers shall be deemed civil employees of the United States within the meaning of the term "employee" as defined in section 8101 of title 5, United States Code, and the provisions of that subchapter shall apply.
3. For the purposes of claims relating to damage to, or loss of, personal property of Cooperator's volunteer incident to volunteer service, a volunteer shall be considered a Federal employee, and the provisions of 31 U.S.C 3721 shall apply.

Further, Cooperator shall provide any necessary training and support to Cooperator's employees, volunteers, and program participants, to ensure that such personnel are capable of performing tasks to be completed. Cooperator shall supervise and direct the work of its employees, volunteers, and program participants performing under this Agreement.

- I. **MEMBERS OF CONGRESS.** Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- J. **NONDISCRIMINATION.** The recipient/cooperator of this award must comply with all applicable Federal anti-discrimination laws and regulations. For more information about USDA Civil Rights requirements, please visit <https://www.usda.gov/about-usda/general-information/staff-offices/office-assistant-secretary-civil-rights>
- K. **ELIGIBLE WORKERS.** Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- L. **PAID SICK LEAVE REQUIREMENTS.** Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, apply to the



Cooperator and any subcontractors under this agreement. These regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement

M. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)**. Cooperator shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).

N. **AGREEMENT CLOSE-OUT**. Within 120 days after expiration or notice of termination Cooperator shall close out the agreement.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by Cooperator.

O. **PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS**. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

Cooperator shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted no later than 120 days from the expiration date of the agreement.



P. **RETENTION AND ACCESS REQUIREMENTS FOR RECORDS.** Cooperator shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Cooperator shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

Q. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

R. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

S. **PUBLIC NOTICES.** It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Cooperator is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

“Tahoe National Forest of the U.S. Forest Service, U.S. Department of Agriculture”



Cooperator may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. Cooperator is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

T. **TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO)**. The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).

U. **GOVERNMENT-FURNISHED PROPERTY**. Cooperator may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. Cooperator shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

*Cooperator Liability for Government Property.*

1. Unless otherwise provided for in the agreement, Cooperator shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
  - a. The risk is covered by insurance or Cooperator is otherwise reimbursed (to the extent of such insurance or reimbursement).
  - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of Cooperator's managerial personnel.  
Cooperator's managerial personnel, in this provision, means Cooperator's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Cooperator's business; all or substantially all of Cooperator's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. Cooperator shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Cooperator shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. Cooperator shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants Management Specialist, Cooperator shall, at the Government's expense, furnish to the Government all reasonable assistance and



cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

V. **U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.** Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

W. **NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

X. **REMEDIES FOR COMPLIANCE RELATED ISSUES.** If Cooperator materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may wholly or partly suspend or terminate the current agreement.



Y. U.S. FOREST SERVICE PARTNERSHIP AGREEMENT TERMINATION. This agreement may be terminated, in part or in its entirety, under any of the following circumstances:

1. If the Cooperator/Recipient fails to comply with the U.S. Constitution, Federal statutes, regulations, or terms and conditions of the Federal agreement. Examples of terms and conditions of this agreement for which failure to comply may result in termination include:
  - SAM.gov: The Recipient shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds.
  - Failure to Report: If financial and performance reports are not submitted timely, according to the terms and schedules outlined in this agreement, this agreement may be terminated and the remaining funds de-obligated.
2. With the mutual consent of the Recipient.
3. For the convenience of the U.S. Forest Service, with 30 days written notification to the Recipient.
4. With 30 days written notification by the Recipient to the U.S. Forest Service, provided that such notification sets forth the reasons for termination, the effective date, and in the case of partial termination, the portion to be terminated.
  - In the event of partial termination by the Recipient, if the U.S. Forest Service determines that the remaining portion of this agreement will not accomplish the purposes for which it was made, the U.S. Forest Service may terminate this agreement in its entirety effective on the date provided in the original notice.
  - In the event of full or partial termination by the Recipient, including full termination by the U.S. Forest Service due to the determination referenced in the preceding sub-provision, the U.S. Forest Service may establish a replacement agreement to accomplish similar work as that which has been identified for termination. The Recipient shall be liable to the Government for excess costs incurred as a result of the replacement agreement, as identified by the U.S. Forest Service Grants Management Specialist.
5. If this agreement is funded by an interagency agreement that is terminated in whole or in part, by the funding Federal agency, the U.S. Forest Service will provide to the Cooperator/Recipient written notice of such termination, which will identify the effective date and, in the case of partial termination, the portion to be terminated.



The Recipient shall not incur any new expenses for the terminated portion of this agreement after the effective date of the termination unless such expenses are expressly authorized in the notice of termination or subsequently. The Recipient shall cancel or discontinue as many outstanding expenses as possible. The U.S. Forest Service shall compensate the Recipient for the U.S. Forest Service share of expenses that cannot be cancelled, were properly incurred by the Recipient up to the effective date of the termination and were not incurred in anticipation of termination. The U.S. Forest Service shall not compensate the Recipient for any expenses continuing after termination due to the negligent or willful failure of the Recipient to immediately discontinue the expenses.

The following Terms will apply to any termination:

- Any unobligated balance of cash advanced to the Recipient or unexpended program income must be immediately refunded to the U.S. Forest Service, including any interest earned.
- Within a maximum of 120 days following the date of termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the Recipient. If the reports are not received within 120 days, the U.S. Forest Service will unilaterally close out the award and process the de-obligation of funds without further communication.

When the U.S. Forest Service terminates the agreement prior to the end of the period of performance due to the Recipient's material failure to comply with the terms and conditions of the Federal award, the U.S. Forest Service shall report the termination in SAM.gov.

All subawards and contracts under this award with a total cumulative value in excess of \$10,000 must address termination for cause and for convenience by the Recipient, including the manner by which it will be affected and the basis for settlement.

**Z. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

**AA. DEBARMENT AND SUSPENSION.** Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue



delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

BB. **TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS USED BY COOPERATORS.** Any employee, contractor, or volunteer of the cooperator who will use chain saws or crosscut saws on National Forest System lands under this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358. The cooperator is responsible for providing sawyer training, evaluation, and certification for the cooperator's employees, contractors, and volunteers, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership for the cooperator to provide sawyer training and evaluation. In these circumstances, the U.S. Forest Service, upon request and upon availability of Agency resources, may assist with conducting sawyer training and evaluation for the cooperator's employees, contractors, and volunteers. Cooperator employees, contractors, and volunteers who will use chain saws and/or crosscut saws on National Forest System lands must be certified by the cooperator. Only those cooperator organizations with an approved sawyer training, evaluation, and certification program may conduct sawyer training, evaluation, and certification. Any employee, contractor, or volunteer of the cooperator who will use other types of saws, such as handsaws to cut small diameter material, brush saws, and pole saws, must be trained in accordance with Forest Service Handbook 6709.12, Chapter 40, section 41.3. The cooperator is responsible for providing that training.

CC. **MODIFICATIONS.** Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

DD. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of the last signature and is effective through 12/31/2030 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

EE. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

---

TIM KISER, City Manager  
City of Grass Valley

---

Date



---

CHRIS FEUTRIER, Forest Supervisor  
U.S. Forest Service, Tahoe National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

---

U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.