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## GRASS VALLEY

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

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Tuesday, March 24, 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. Country Gala Presentation

## 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 March 10, 2026

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

3. Appointment of City Councilmembers and Staff to Boards and Commission

**CEQA:** Not a Project

**Recommendation:** Approve Mayor Hodge’s recommended appointments of Councilmembers and Staff to various Boards and Commissions.

4. 4th of July Fireworks Show (Approval of Pyro Spectaculars North Agreement)

**CEQA:** Not a project.

**Recommendation:** The Council 1) approve the 2026 4th of July Fireworks Show; 2) approve the City Manager to execute an Agreement with Pyro Spectaculars North, Inc. for the amount of \$25,500 for the 4th of July Fireworks Show subject to legal review; and 3) approve the Finance Director to make any necessary budget adjustments and transfers.

5. Grass Valley Management & Supervisory Professional & Confidential Employees - Unit 1 - Memorandum of Understanding for January 1, 2026 - December 31, 2026

**CEQA:** Not a project

**Recommendation:** Adopt Resolution No. 2026-05 approving the Labor Memorandum of Understanding for an twelve (12) month period beginning January 1, 2026, through December 31, 2026, between the City of Grass Valley and the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1).

6. Temby St Water Line Replacement Project - Authorization to Award Contract

**CEQA:** Exempt - Section 15301 “Existing Facilities”

**Recommendation:** That Council: 1) approve the findings that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), 2) authorize the City Engineer to award a contract to the lowest responsible bidder up to \$125,000, 3) authorize the Mayor to execute the construction contract, subject to legal review and, 4) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount.

7. Wolf Creek Community and Connectivity Project - Authorization to Award Contract

**CEQA:** N/A - Consultant selection is a procedural action. CEQA review will be completed as part of the project work

**Recommendation:** That Council 1) authorize the City Engineer to execute a contract with GHD pending legal review, for Civil Engineering Design, Project Management and Environmental Services, in the amount of \$2,088,126.60 for the Wolf Creek Community and Connectivity Project

8. Memorandum of Agreement with UCLA-OpalAi Wildfire Modeling Software

**CEQA:** Not a project

**Recommendation:** That the City Council Authorize the Interim City Manager to sign/execute the Memorandum of Agreement (MOA) with UCLA Opal AI Wildfire Modeling Software, 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**

**9. Title:** Conduit Financing for the Spring Hill Gardens Apartments Project

**CEQA:** Not a Project

**Recommendation:** That the council 1) Conduct the public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the “Code”) & 2) Adopt Resolution No. 2026-04 approving the issuance of the Bonds by the California Municipal Finance Authority (CMFA) for the benefit of Springhill Gardens Associates, L.P., a California limited partnership (the “Borrower”), to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

**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, March 24, 2026, at 6:00 p.m., was posted at city hall, easily accessible to the public, as of 5:00 p.m. Friday, March 20, 2026.

\_\_\_\_\_  
Taylor Whittingslow, City Clerk

# COUNTRY GALA

**Riding for the future!**



**SATURDAY  
MARCH 28, 2026  
5PM**

**SCAN TO BUY  
TICKETS OR  
DONATE!**



# ABOUT ME

- Senior at Nevada Union High School
- BIG FAMILY :)
- **AFTER HIGH SCHOOL:** Study Business at George Fox University in Oregon
- **DREAM:** Start my own Event Planning Business!
- **SENIOR PROJECT:** Planning **The Country Gala**



Item # 1.

# COUNTRY GALA

Riding for the future!

A graphic for the Country Gala. It features a large brown boot with colorful flowers on top. To the left is a circular inset showing a sunset over a landscape. Below the boot is a brown circle with the word "FAMILY" in white capital letters.

# SENIOR PROJECT

- **Mandatory Graduation Requirement**
- **Explore Career Paths**
  - (15+ hours) Research, Mentorship
- **Final Presentation**
  - Experience For College & Careers

# MY DRIVE

- **Service & Hospitality**
- **Explore my dream career!**
- **Brother has Cerebral Palsy**
- **Give Back to the Community**

# COUNTRY GALA

*Riding for the future!*



**SENIOR  
2026**



# GOAL OF FUNDRAISER:

- **Raise \$46,000**
- **Purchase 3 Driving Simulators**
- **Increase driving experience for ALL students**
  - Especially Students with Autism, Anxiety, & Impulsivity
- **Align with NJUHSD's vision: "California's District of Choice, Preparing ALL Students For College, Career & Life."**

# COUNTRY GALA

*Riding for the future!*



**SATURDAY  
MARCH 28,  
2026  
5PM**

**SCAN TO BUY  
TICKETS OR  
DONATE!**



# ABOUT SIMULATOR

- **Valuable Learning Tool**
  - NOT A VIDEO GAME
- **Includes Structured Curriculum**
  - Teaches Defensive Driving
  - Tests
  - Reports on Progress
- **Safe Training Environment**
- **DOES NOT REPLACE DRIVERS ED. OR BEHIND THE WHEEL CLASSES**



**DRIVING  
SIMULATOR**

**COUNTRY  
GALA**  
*Riding for the future!*



# ABOUT SIMULATOR

- **APPLIED SCIENCES:**

- 15 Studies Have Proven The Benefits
- 93.3% Reported Performance Improvement After Training

- **NATIONAL INSTITUTE OF HEALTH**

- Major Gap Between Novice And Experienced Drivers
- Time Looking Away From Road
- Simulator Lessened The Gap

- **American Driver & Traffic Safety.**

- Simulators Will Enhance Driver's Ability



DRIVING  
SIMULATOR

Item # 1.  
**COUNTRY  
GALA**  
Riding for the future!



# THE RANCH

- **NJUHSD Gifted 80 Acre Ranch!**
  - Phelan Family of Grass Valley
  - Invited To Have A Driving Course
- **EZ Way Driving School Donation**
  - Training Car
  - Brake Pedal



**COUNTRY GALA**  
*Riding for the future!*

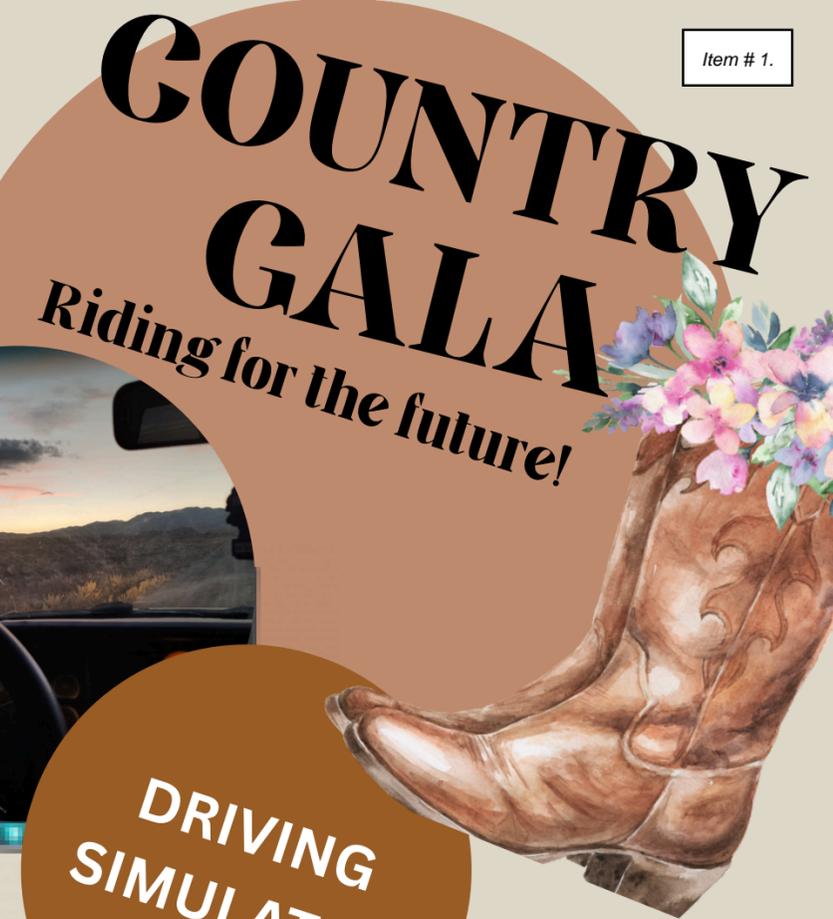
Item # 1.

**PHASE TWO**

# WHY DRIVING COURSE?

- **Temple Grandin**

- World Renowned Professor
- Animal Scientist
- Author
- Autism Activist



**DRIVING SIMULATOR**



# CONTRIBUTORS

- **Grass Valley Elks Lodge**
  - Donated Building For Event
    - Includes Tables, Chairs etc.
- **Nevada Union Culinary**
  - Dinner & Dessert at Cost
  - Volunteer Servers
- **Nevada Union Floral Department**
  - Centerpieces at Cost
- **Calvary Bible Church**
  - Linens
- **Line Dancing Instructor**
  - Nicole Carranza: NC Line Dancers

# COUNTRY GALA

*Riding for the future!*



COMMUNITY

SCAN TO BUY  
TICKETS OR  
DONATE!



# Event Info

- **Silent Auction**
- **Dinner**
- **Simulator Presentation**
- **Live Auction**
- **Line Dancing!**



Item # 1.

**TRI TIP &  
CHICKEN  
DINNER**

**SCAN TO BUY  
TICKETS OR  
DONATE!**



Page 14

# How To Support US

- **DONATION**

- Checks, Cash or Electronic
- Auction
  - Live (LARGE)
  - Silent (Baskets, Gift Cards etc)

- **Sponsor A Table**

- Attend
- Give tickets away

- **PROMOTE**

- Social Media
- Invite Friends and Family!

# COUNTRY GALA

*Riding for the future!*



**SATURDAY  
MARCH 28,  
2026  
5PM**



**SCAN TO BUY  
TICKETS OR  
DONATE!**

# COUNTRY GALA

*Riding for the future!*



**SATURDAY  
MARCH 28,  
2026  
5PM**

# THANK YOU! ANY QUESTIONS?

**SCAN TO BUY  
TICKETS OR  
DONATE!**





**GRASS VALLEY**

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

Tuesday, March 10, 2026 at 6:00 PM

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

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**MINUTES**

**CALL TO ORDER**

Meeting called to order at 6:02 pm.

**PLEDGE OF ALLEGIANCE**

Mayor Hodge led the pledge of allegiance.

**ROLL CALL**

**PRESENT**

- Councilmember Jan Arbuckle
- Councilmember Joe Bonomolo
- Councilmember Tom Ivy
- Mayor Hilary Hodge

**ABSENT**

Vice Mayor Haven Caravelli

**AGENDA APPROVAL -**

Motion to approve agenda as submitted by Councilmember Arbuckle, Seconded by Councilmember Bonomolo.

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

**REPORT OUT OF CLOSED SESSION**

Nothing to report out of closed door.

**INTRODUCTIONS AND PRESENTATIONS**

1. Proclamation Honoring Eleanor Kenitzer
2. Recognition of Tim Kiser

**CITY UPDATE**

**PUBLIC COMMENT -**

In person public comment: Speakers 1 through 12 (with noted changes to no speaker # 7,& 9)

Virtual public comment attached.

**CONSENT ITEMS** -

David Ruderman, City Attorney, gave overview of the contracts on consent calendar.

Public comment: Erin Tarr, Paul King, Matthew Coulter, Rob Katistine.

Motion made to approve consent as submitted by Councilmember Arbuckle, Seconded by Councilmember Bonomolo.

Voting Yea: Councilmember Arbuckle, Councilmember Bonomolo, Councilmember Ivy, Mayor Hodge.

3. Approval of the Regular Meeting Minutes of February 24, 2026  
**Recommendation:** Council approve minutes as submitted.
4. Review of 2025 Annual Housing Element Progress Report  
**CEQA:** Not a Project  
**Recommendation:** Receive and File. No formal action required.
5. Review of 2025 General Plan Annual Progress Report  
**CEQA:** Not a project  
**Recommendation:** Receive and File. No formal action required.
6. Approval of Memorandum of Understanding Between the City of Grass Valley and Public Safety Management Unit #10  
**CEQA:** Not a project  
**Recommendation:** That the City Council adopt resolution approving the Memorandum of Understanding (MOU) between the City of Grass Valley and the newly established Public Safety Management Unit #10, effective February 15, 2026 through June 30, 2026.
7. Purchase of Emergency Backup Generator for Fire Station 1  
**CEQA:** Not a Project  
**Recommendation:** That Council 1) that the City Council authorize the purchase and installation of a replacement emergency generator for Fire Station 1 in an amount not to exceed \$75,000, utilizing Fire Development Impact Fee funds, 2) authorize the Fire Chief to complete the purchase through the Sourcewell cooperative purchasing program, and 3) authorize the Finance Director to make any necessary budget transfers and/or amendments to complete the purchase and installation of the equipment.
8. Updated Sewer System Management Plan  
**CEQA:** Not a Project  
**Recommendation:** That Council adopts the proposed 2026 revision of the Sewer System Management Plan (SSMP)
9. Amendment to Legal Services Agreement with Colantuono, Highsmith & Whatley, PC  
**CEQA:** Not a project  
**Recommendation:** Approve Amendment to the Agreement for Legal Services with Colantuono, Highsmith & Whatley, PC, designating David J. Ruderman as City Attorney and Michael G. Colantuono as Assistant City Attorney, and adjusting rates for

litigation, labor and employment, other specialized legal services, and reimbursable services.

10. Approval of modifications of Police Chief, and Fire Chief, Appendix A of their respective employment agreement.

**CEQA:** Not a project

**Recommendation:** That Council 1) approve the Amendment No. 1 and amended Appendix A of the Police Chief and Fire Chief Employment Agreements to modify the Retiree Health Plan Benefit, subject to legal review; and 2) authorize the City Manager to execute the Amendments subject to legal review.

11. Approval of Resolution No. 26-04 Support for a Potential Bear Yuba Land Trust Purchase of Land.

**CEQA:** Not a project

**Recommendation:** That Council approve Resolution No.26-04 supporting the Bear Yuba Land Trust's potential purchase of potential open space/recreational property.

12. Loma Rica Open Space and Trail Adoption by Bicyclists of Nevada County

**CEQA:** Not a project

**Recommendation:** That the Council approve the proposed trail adoption by Bicyclists of Nevada County (BONC).

13. Centreville Bike Park Project- Authorization to Award Contract

**CEQA:** Categorically Exempt - Section 15332 "In-Fill Development Projects"

**Recommendation:** That Council 1) award a Design Build contract for the Centreville Bike Park Project to Dynamic Trades, Inc., 2) authorize the Mayor to execute the contract, subject to legal review and, 3) authorize the City Engineer to approve construction change orders of up to 10% of the contract amount.

14. Memorial Park Magenta Drain Restoration Project- Environmental Services

**CEQA:** N/A - Procedural Motion

**Recommendation:** The Council 1) approves a change order with Dudek for additional environmental consulting services for the Memorial Park Magenta Drain Restoration Project, 2) authorize the Deputy Public Works Director to execute all related documents, subject to legal review and, 3) authorize the Finance Director to make any necessary budget adjustments and transfers.

15. Resolution Number 26-05 "Appointing Police Chief Alex Gammelgard as Interim City Manager"

**CEQA:** Not a project

**Recommendation:** By MOTION, adopt Resolution Number 26-05 "Appointing Police Chief Alex Gammelgard as Interim City Manager"

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

**REORGANIZATION RELATED ITEMS**

**PUBLIC HEARING**

**ADMINISTRATIVE****BRIEF REPORTS BY COUNCIL MEMBERS**

Councilmember Bonomolo visited with individuals at the convalescent homes. Councilmember Ivy had nothing to report. Councilmember Arbuckle participated in a Gold Country Senior Board interview panel, attended Electric Elton at the Center for the Arts, Leadership Awards, Saint Parians Day, lunch for Eleanor Kenitzer, Sac Valley Division Meeting, and Small Rural Cities meeting. Mayor Hodge attended a Broadway in Love production, Bear Yuba Land Trust meeting, lunch for Eleanor Kenitzer, and Saint Parians Day event.

**CONTINUATION OF PUBLIC COMMENT****ADJOURN**

Meeting adjourned at 7:22 pm.

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Hilary Hodge, Mayor

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Taylor Whittingslow, City Clerk

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



# CITY OF GRASS VALLEY CITY COUNCIL MEETING

Item # 2.

## GENERAL PUBLIC COMMENT SIGN IN SHEET

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

When you are recognized by the mayor:

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

Thank you for your participation.

3/10/2026

#'s	Print Name or N/A	Address (optional)	Self/Business (optional)
1	Robin Davis		CHAMBER/GVDA
2	MaryAnne Davis		KNCO
3	Ramona Howard		Nev Co Media
4	Brenda English		
5	Emily Rangel		Mom & Minis
6	<del>XXXXXXXXXXXXXXXXXXXX</del> Bob Montstine		Bear Yuba Land Trust
7	<del>XXXXXXXXXXXXXXXXXXXX</del>		self
8	ERIC GORMAN		Self
9	<del>XXXXXXXXXXXXXXXXXXXX</del>		
10	JONATHAN KEENON		SELF
11	Rachelle Winters		
12	<del>XXXXXXXXXXXXXXXXXXXX</del> ANNAN		SELF
13			
14			

**Taylor Whittingslow**

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**From:** Melissa Cade [REDACTED]  
**Sent:** Tuesday, March 10, 2026 4:11 PM  
**To:** Public Comments  
**Subject:** Public Comment for tonight City Council Meeting  
**Attachments:** orchard hills signed.pdf

You don't often get email from [REDACTED] [Learn why this is important](#)

Dear City Council,

Public Comment re: Tree Removal Permit Application 26-06

Please play my voice message. Here is a written copy with signatures for reference.

Sincerely,  
Melissa Cade  
932 W. Main St., APT 39  
Grass Valley, CA

Date: 3/10/26

Re: Tree Permit Application 26-06

Dear City Council Members and Director of Public Works,

In response to Tree Removal Permit Application 26-06 of four redwood trees in our apartment complex, we are concerned about the legitimacy that it is necessary and unavoidable for these trees to be removed, and all mitigation measures have been attempted and exhausted.

According to the application, it is stating that the "trees are damaging property." We request that appropriate due process is followed and these claims are verified before a determination is made. We have not witnessed investigations or repairs for any utilities in our immediate area, requested invoices have not been provided to the Director of Public Works, and we have not experienced any disruption to services. The irrigation system provides sufficient water to other plants, and from our understanding the grass disturbance is a result of the children playing rough and damaging the sprinkler heads versus the tree roots being the culprit. This has exposed some tree roots due to soil erosion, although it does not appear to be affecting the stability and health of the trees. Regarding the sidewalk being uplifted, there are two locations that are minor in comparison to another location on the property where the tree remains standing and the sidewalk was repaired.

Considering one of the four trees traverses over the underground utility lines, there may be concern for potential future damage, but this permit is claiming current threat and damage. Proper investigation needs to occur to identify the current and foreseeable damage. The other three trees are not in direct vicinity of utility lines and likely do not pose an imminent threat.

These issues can be mitigated, and we request that the tree permit be not granted at this time without sufficient and substantial evidence indicating that they have been attempted and failed. An alternative landscape plan can be considered to accommodate these conditions.

Ultimately, we are concerned about losing the protection that these trees provide against wind, climate balance and associated energy costs, soil stability, firebrand protection in the event of fire, natural beauty and ambiance, and species diversity in the region. With spring upon us, we also want to ensure that there are no active bird nests that will be compromised. We love the trees and want to see them stay if there are alternative measures that can be taken.

On behalf of adult residents in multiple units, we thank you for your time in hearing our concerns and your thoughtful consideration in determining the outcome of this permit application.

Sincerely,

Melissa G... 3/10/26

Frank Knecht  
Kelly Biale

Gail C Corandri

\*Plus four more adults verbally agreed but unavailable. Signatures can be provided upon request

# MyTree



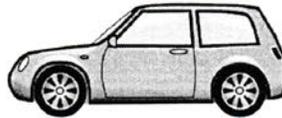
## Works hard for me!

Location: Grass Valley, Ca, United States  
Redwood spp, (*Sequoia*) *Calculated for*

*24" DBH*

**With care and maintenance,  
after 1 year this tree  
could potentially:**

offset 222 miles worth of CO<sub>2</sub>  
emitted from the average  
gas-powered passenger vehicle,



absorb enough stormwater  
to fill 54 bathtubs,



and remove an amount of pollution  
from the air – in gaseous and  
particulate form – equivalent in  
weight to 6 smartphones!



Benefit estimates are based on USDA Forest Service research and are meant for guidance only. Visit [www.itreetools.org](http://www.itreetools.org) to learn more.

*This is for  
1 tree.  
Multiply by  
4 for total  
effects.*

*My daughter  
has asthma →  
Makenzie Cole  
3/10/26*

**Taylor Whittingslow**

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**From:** CADE MELISSA - Voicemail box 8880 <noreply@voicemail.goto.com>  
**Sent:** Tuesday, March 10, 2026 4:06 PM  
**To:** Public Comments  
**Subject:** Voicemail from CADE MELISSA at [REDACTED] on Mar 10 2026 4:01 PM  
**Attachments:** 1773183698-00002544.mp3



## You received a new voicemail message

 New voicemail message

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**Time:** Tuesday, March 10 2026 4:01 PM

**From:** CADE MELISSA [REDACTED]

**Duration:** 2 minutes 42 seconds

**Voicemail box:** 8880

**Transcript:** My name is Melissa Cade. My address is 932 West Main Street, Apartment Number 39, Grass Valley, California. Dear City Council Members and Director of Public Works, In response to Tree Removal Permit Application 26-06 of four redwood trees in our apartment complex, we are concerned about the legitimacy that it is necessary and unavoidable for these trees to be removed, and all mitigation measures have been attempted and exhausted. According to the application, it is stating that the trees are damaging property. We request appropriate due process is followed and these claims are verified before a determination is made. We have not witnessed investigations or repairs for any utilities in our immediate area. Requested invoices have not been provided to the Director of Public Works and we have not experienced any disruption to services. The irrigation system provides sufficient water to other

plants, and from our understanding, the grass disturbance is a result of the children playing rough and damaging the spring foreheads versus the tree roots being the culprit. This has exposed some tree roots due to soil erosion, although it does not appear to be affecting the stability and health of the trees. Regarding the sidewalk being uplifted, there are two locations that are minor in comparison to another location on the property where the tree remains standing and the sidewalk was repaired. Considering one of the four trees traverses over the underground utility lines, there may be concern for potential future damage, but this permit is claiming current threat and damage. Proper investigation needs to occur to identify the current and foreseeable damage. The other three trees are not in direct vicinity of utility lines and likely do not pose an imminent threat. These issues can be mitigated, and we request that the tree permit not be granted at this time without sufficient and substantial evidence indicating that they have been attempted and failed. An alternative landscape plan can be considered to accommodate these conditions. Ultimately, we are concerned about losing the protection that these trees provide against wind, climate balance, and associated energy costs, soil stability, firebrand protection in the event of fire, natural beauty and ambience, and species diversity in the region. With spring upon us, we also want to ensure that there are no active bird nests that will be compromised. We love the trees and want to see them stay if there are alternative measures that can be taken. On behalf of adult residents in multiple units, we thank you for your time in hearing our concerns and your thoughtful consideration in determining the outcome of this permit application.

[Rate this transcript's accuracy](#)



Mailbox Capacity: 97/99 available

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

**Title:** Appointment of City Councilmembers and Staff to Boards and Commission

**CEQA:** Not a Project

**Recommendation:** Approve Mayor Hodge's recommended appointments of Councilmembers and Staff to various Boards and Commissions.

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

**Council Meeting Date:** 3/24/2026

**Date Prepared:** 3/19/2026

**Agenda:** Consent

**Background Information:** The City Council has established a procedure to appoint members of the City Council and staff to represent the City on several Boards and Commissions. Each year the Mayor reviews the list of assignments and makes recommended appointments. Several of the appointments include both a primary and alternate member. Attached are the appointments recommended by Mayor Hodge.

**Council Goals/Objectives:** This item executes portions of work tasks towards High-Performance Government and Quality Service Goal # 5.A.3: Continue to build cooperative relationships with representatives from service clubs and other community groups.

**Fiscal Impact:** N/A

**Funds Available:** N/A

**Account #:** N/A

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

**Attachments:** Appointment and Assignment Lists 2026

**CITY OF GRASS VALLEY**  
**APPOINTMENT AND ASSIGNMENT LIST**  
**CITY COUNCIL AND STAFF**

**Members** – Pursuant to City Charter Article V

Five (5) persons, elected at large on the first Tuesday in November of each even-numbered year. A majority vote of the electorate is required for removal.

**Qualifications:** Candidate must be a resident and registered voter of the City at the time nomination papers are issued, or at the time of their appointment to fill a vacancy.

**Term:** Four (4) years

<b><u>Name/Title</u></b>	<b><u>Assumed Office</u></b>	<b><u>Term Expires</u></b>
Hilary Hodge, Mayor	12/13/2022	12/8/2026
Haven Caravelli, Vice Mayor	12/13/2022	12/8/2026
Jan Arbuckle, Council Member	12/10/2024	12/12/2028
Joe Bonomolo, Council Member	12/10/2024	12/12/2028
Tom Ivy, Council Member	12/10/2024	12/12/2028

**SUCCESSOR AGENCY** – Pursuant to Resolution No. 2012-48 & 49

Five (5) City Council Members serve as the Grass Valley Successor Agency Board of Directors, with the City Manager serving as the Agency Executive Director, the City Clerk as Secretary, and the Director of Finance as the Finance Officer/Treasurer.

**CAPITAL IMPROVEMENTS AUTHORITY** – Pursuant to Resolution No. 92-107

Five (5) City Council Members serve as the Grass Valley Capital Improvements Authority Board of Directors, with the City Manager serving as the Executive Officer, the City Clerk as Secretary, and the Director of Finance as the Finance Officer/Treasurer.

**Presented March 24, 2026**

**CITY REPRESENTATIVES TO OTHER AGENCIES**

**City Selection Committee** ..... Mayor

**Economic Resource Council** ..... Haven Caravelli; Alternate – Joe Bonomolo  
*Meets the first Thursday of each month 7:30 AM to 9:00 AM – Esterly Hall - 336 Crown Point Circle, Grass Valley, CA*

**Grass Valley Chamber of Commerce** ..... Jan Arbuckle; Alternate – Hilary Hodge  
*Executive Board Meets: 3<sup>rd</sup> Thursday of Each Month 8:00 AM (Chamber & GVDA Office)*  
*Regular Board Meets: 4<sup>th</sup> Thursday of each Month 8:00 AM (Grass Valley City Hall)*

**Grass Valley Downtown Association** ..... Hilary Hodge; Alternate – Haven Caravelli  
*Executive Board Meets: 3<sup>rd</sup> Thursday of Each Month 8:00 AM (Chamber & GVDA Office)*  
*Regular Board Meets: 4<sup>th</sup> Thursday of each Month 8:00 AM (Grass Valley City Hall)*

- League of California Cities Division** ..... Jan Arbuckle; Alternate – Hilary Hodge
- Nevada County Fire Agency** ..... Mark Buttron
- Nevada County Local Agency Formation Commission (LAFCo)** ..... Hilary Hodge; Alternate – Tom Ivy  
*Meets: 3<sup>rd</sup> Thursday of Each Month 10:30 AM (Rood Center)*
- Parks and Recreation Commission** ..... Hilary Hodge; Alternate – Tom Ivy
- CIRA (Insurance JPA)** ..... Taylor Whittingslow; Alternate – Jennifer Styczynski
- Sister City Program** ..... Mayor, City Clerk, and Eleanor Kenitzer
- Solid and Hazardous Waste Commission** ..... Joe Bonomolo, Alternate – Tom Ivy  
*Meets: Monthly, if needed (Rood Center)*
- Transportation Commission (NCTC)** ..... Tom Ivy; Alternate – Joe Bonomolo  
*Meets: 3<sup>rd</sup> Wednesday of Odd Months 9:30 AM (City of Grass Valley Council Chambers)*
- Transit Services Commission** ..... Tom Ivy ; Alternate – Joe Bonomolo  
*Meets: Before NCTC Meetings 8:30 AM*
- Pioneer Energy**..... Tom Ivy ; Alternate – Jan Arbuckle  
*Meets: 3<sup>rd</sup> Thursday of every month 3:00 pm (Pioneer Community Energy Board Room at 2510 Warren Drive, Suite B, Rocklin, CA 95677)*
- US Air Force Beale Base Liaison** ..... Mayor; Alternate – Vice Mayor  
*Meets: As Needed*

**CITY STANDING COMMITTEES**

Subject to the Brown Act – Meetings Held as Needed

- Development Review Committee (DRC)** – The Planning Commission appoints a representative and alternate to the DRC, which are confirmed by the Council. Other members appointed Administratively – Engineering Staff – Catharine Dykes; Fire Department – Roque Barrera, Planning Staff – Amy Wolfson; Alternate – Vanessa Frankin, and City Architect
- EDBG/Business Loan Advisory Board** ..... Mayor; Alternative – Vice Mayor  
Administratively, it includes one representative from each of the following: SEDC and business community.
- Hearing Officer (per Municipal Code 1. 10 .030)** ..... Alex Gammelgard
- Traffic Safety Review Committee** .....(CURRENTLY INACTIVE)
- CDBG/Housing Rehabilitation** ..... (CURRENTLY INACTIVE) Mayor, Council Member, Alternate

REVISED: 03/24/2026



## City of Grass Valley City Council Agenda Action Sheet

**Title:** 4<sup>th</sup> of July Fireworks Show (Approval of Pyro Spectaculars North Agreement)

**CEQA:** Not a Project

**Recommendation:** The Council 1) approve the 2026 4th of July Fireworks Show; 2) approve the City Manager to execute an Agreement with Pyro Spectaculars North, Inc. for the amount of \$25,500 for the 4<sup>th</sup> of July Fireworks Show subject to legal review; and 3) approve the Finance Director to make any necessary budget adjustments and transfers.

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

**Council Meeting Date:** 03/24/2026

**Date Prepared:** 03/19/2026

**Agenda:** Consent

**Background Information:** In 2020, due to COVID-19 restrictions, the traditional 4th of July fireworks display at the Nevada County Fairgrounds had to be canceled. Recognizing the strain and challenges brought about by the pandemic, the City of Grass Valley believed it was essential to preserve a sense of community and tradition. Consequently, the City took the initiative to host its own 4th of July fireworks show.

The event was met with overwhelming success. Residents from all corners of the city came together to enjoy the spectacular display, which was made possible through the generous contributions of local businesses and community members who donated all the fireworks. Building on this positive momentum, the City continued to host the fireworks show in 2021, 2022, and 2023, 2024, & 2025 each year surpassing the previous one in scale and impact.

The resounding success of these events can be attributed to the unwavering support of the community and the generous donations and sponsorships received to fund the shows. Encouraged by this ongoing support and enthusiasm, City staff is eager to bring back the fireworks show once again this year and are actively seeking sponsorships to ensure its success.

Attached for Council consideration is the agreement with Pyro Spectaculars North, Inc.

**Council Goals/Objectives:** The 4<sup>th</sup> of July Firework Show executes portions of work tasks towards achieving/maintaining Strategic Plan - Community Leadership

**Fiscal Impact:** There will be sufficient funds in the current budget and next fiscal year's budget for this action, a majority of cost offset by community contributions.

**Funds Available:** Yes

**Account #:** General Fund

**Reviewed by:** Interim City Manager

**Attachments:** Pyro Spectaculars North, Inc. Proposal/Production Agreement



# CITY OF GRASS VALLEY

## PROPOSAL FOR 250TH INDEPENDENCE DAY CELEBRATION

---

**PREPARED BY**  
David Mosley

---

**PREPARED FOR**  
Tim Kiser

March 6, 2026

Item # 4.

**CITY OF GRASS VALLEY**

Tim Kiser  
125 E. Main St  
Grass Valley, CA 95945

- Pyrotechnics** |  Close Proximity  Display Fireworks  Firecrackers
- Theatrical Effects** |  Spark Machines  Flames  CO2 Cryo Jets  Confetti/Streamers  Lights  Foggers
- Drones** |  Light Animations  Accents

Dear Tim Kiser,

Enclosed you will find three important documents that outline our 250th Independence Day Celebration proposal in detail:

1. **Product Synopsis - Proposal:** Provides the specifications of the devices and products to be used in your event.
2. **Production Agreement:** Presents the terms and conditions for the production of your event, including engagements, duties, and payment dates and amounts..
3. **Scope of Work:** Outlines the responsibilities and services to be provided by both **Pyro Spectaculars North Inc.** and **City of Grass Valley** that will be necessary for the execution of the production of your event, along with insurance limits and requirements.

**Pre-production:** To confirm your program, kindly submit the fully executed Production Agreement to our office by the stipulated firm price date, **Friday, March 27, 2026**. Your initial payment is due at our office by **Friday, April 03, 2026**. The final payment is required by **Friday, June 19, 2026**. Please be advised that program availability, pricing, and show dates may be subject to alteration if the agreement and payments are not remitted promptly.

If you have any questions, or wish to discuss your program in detail, please do not hesitate to contact me or your dedicated Customer Service Representative, Sarah Ray at (916) 640-0173.

Sincerely,

**David Mosley**  
dmosley@pyrospec.com  
(916) 367-2426

**Pyro Spectaculars North Inc.**

# PYROTECHNIC PROPOSAL

Item # 4.

## CITY OF GRASS VALLEY

250TH INDEPENDENCE DAY CELEBRATION | SATURDAY, JULY 04, 2026

\$25,500.00

### MAIN DISPLAY (1 ITEMS)

DEVICE NAME	QTY	TOTAL SHOTS
3" Designer Bombardment Shells	9	450
<b>Main Display Totals</b>	<b>9</b>	<b>450</b>

### GRAND FINALE (2 ITEMS)

DEVICE NAME	QTY	TOTAL SHOTS
Aerial Display Shells Multishot Device	7	272
3" Designer Bombardment Shells	24	120
<b>Grand Finale Totals</b>	<b>31</b>	<b>392</b>

 Total Items: 3

 Total Quantity: 40

 Total Shots: 842

 Product Types: 2

*Product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.*

# PYRO SPECTACULARS NORTH INC. PRODUCTION AGREEMENT

Item # 4.

This agreement and scope of work, hereinafter referred to as "Agreement," is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **Pyro Spectaculars North Inc.**, a California corporation, hereinafter referred to as "Pyro," and **City of Grass Valley**, hereinafter referred to as "Client." Pyro and Client are sometimes collectively referred to as "Parties" or individually as "Party."

## SCOPE OF WORK

1. **Engagement** – Client hereby engages Pyro to provide to Client a production or series of productions that includes the following checked elements ("Production"), and Pyro accepts such engagement upon all of the promises, terms, and conditions hereinafter set forth ("Scope of Work"). The Production shall be substantially as outlined in the proposal from Pyro to Client dated **March 6, 2026**, attached hereto and incorporated herein by this reference.

### 2. Elements of the Production as described in the Proposal

Pyrotechnics	Theatrical Effects	Drones / Other
<input type="checkbox"/> Close Proximity <input checked="" type="checkbox"/> Display Fireworks <input type="checkbox"/> Firecrackers	<input type="checkbox"/> Spark Machines <input type="checkbox"/> Flames <input type="checkbox"/> CO2 Cryo Jets <input type="checkbox"/> Confetti/Streamers <input type="checkbox"/> Lights <input type="checkbox"/> Foggers	<input type="checkbox"/> Light Animations <input type="checkbox"/> Accents <input type="checkbox"/> Other

3. **Fees, Interest, and Expenses** – Client agrees to pay Pyro a fee of **\$25,500.00 USD** ("Fee") plus permit and standby expenses for the Production as follows:

**Initial Payment.** A payment in the amount of **\$12,750.00**, plus estimated expenses of **\$0.00** is due upon execution of this Agreement by both Parties but no later than **Friday, April 03, 2026**.

**Final Payment.** A final payment of **\$12,750.00** plus any remaining outstanding amounts (e.g., estimate expenses) is due on **Friday, June 19, 2026**.

### 4. Pyro shall provide the following Services to Client:

a. **Time and Place** – The Production(s) shall take place as follows:

Date	Approx. Time	Location
<b>Saturday, July 04, 2026</b>	<b>09:30 PM</b>	<b>Gravel Lot - Dorsey Dr - Grass Valley, City of</b>

b. **Pyro Services** – Pyro shall provide all services, trained technicians, equipment, products, shipping, application for specific permits covering Pyro services only, insurance covering the Production, and the other things on its part to be performed, including preproduction services, (hereinafter, collectively, "Services") as more specifically set forth in this Production Agreement and Scope of Work for each Production.

c. **Expenses** – Pyro shall pay all normal expenses directly related to the Production, including freight, insurance as specified herein, and qualified personnel to set up and perform the Production. Client shall pay all costs related to the Production not supplied by Pyro, including, but not limited to, those items outlined as Client's responsibility in this Agreement and Scope of Work.

d. **Preproduction** – Pyro shall provide preproduction Services and Costs for the Production as applicable, including advance acquisition of materials and products; design, engineering, programming, handling, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance and MCS90 explosives transportation coverage.

- e. **Permits** – Pyro shall make application only for specific fireworks related permits applicable to its Services only in the Production, including the to the local fire department and notices to FAA and USCG, if required. Client shall pay the cost of permits in addition to the Fee.

Item # 4.

**5. Client shall provide the following to Pyro:**

- a. **Site Arrangements** – Client shall provide a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 8 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.
- b. **On-Site Labor** - All on-site labor costs, if any, not provided or performed by Pyro personnel, including, but not limited to, local union requirements, all Site security, Police and Fire Department standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, and clean-up crew. All these additional personnel and services shall be fully insured by and the sole responsibility of Client.
- c. **Permitting** - Coordination and any applicable event permitting with the local, state or federal government that may hold authority within the Site and Production venue other than permitting expressly provided by Pyro. Costs of all permits required for the presentation of the Production and the event as a whole.
- d. **Safety Zone** - Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that Pyro is at the Site and the load site (if different) on the date(s) of the Production and all set-up and load-out dates, including land and water security to keep unauthorized people, vehicles, vessels, and aircraft from entering the Safety Zone.
- e. **General Services** - General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for Pyro personnel within the venue, secure parking for Pyro vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.
- f. **On-Site Security** – 24-hour on-site security for any time that pyrotechnic worksites are unattended by PYRO personnel.

## GENERAL TERMS AND CONDITIONS

6. **Proprietary Rights** – Pyro represents and warrants that it owns all copyrights, including performance rights, to this Production, except that Pyro does not own Client-owned material or third-party-owned material that has been included in the Production, and as to such Client-owned and third-party-owned material, Client assumes full responsibility therefore. Client agrees that Pyro shall retain ownership of, and all copyrights and other rights to, the Production, except that Pyro shall not acquire or retain any ownership or other rights in or to Client-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, Client consents to the use of Client-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. Pyro reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of Pyro is prohibited.

7. **Safety** – Pyro and Client shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within Pyro's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by Pyro for fireworks and confetti to fail or malfunction, or for Pyro to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of Pyro.

8. **Security** – Client shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by Pyro from entering an area to be designated by Pyro as the area for the set-up and discharge of the Production, including a fallout area satisfactory to Pyro where the fireworks and confetti may safely rise and any debris may safely fall. Pyro shall have no responsibility for monitoring or controlling Client's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

9. **Cleanup** – Pyro shall be responsible for the removal of all equipment provided by Pyro and clean up of any live pyrotechnic debris made necessary by PYRO. Client shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

10. **Permits** – Pyro agrees to apply for permits for the firing of pyrotechnics only from the Local Fire Department, FAA, and USCG, if required. Client shall be responsible for any fees associated with these permits including standby fees. Client shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Department.

**11. Insurance** – Pyro shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with Pyro's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect Client from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from Pyro's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from Client's negligence or willful conduct or from failure of Client to perform its obligations under this Agreement, coverage for which shall be provided by Client.

The coverage of these policies shall be subject to reasonable inspection by Client. Certificates of Insurance evidencing the required general liability coverage shall be furnished to Client prior to the rendering of services hereunder and shall include the following: that the following are named as additionally insured: Client; Sponsors, Landowners, Barge Owners, if any; Permitting Authorities, with respect to the operations of Pyro at the Production; Subcontractors or providers, if any, not covered under their own policies of insurance required hereby

**12. Indemnification** – Pyro represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, Pyro shall indemnify, hold harmless, and defend Client and the additional insureds from and against any claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of Pyro, their officers, agents, contractors, providers, or employees. Client shall indemnify, hold harmless, and defend Pyro from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of Client, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

**13. Limitation of Damages for Ordinary Breach** – Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 11 and 12, above, in the event Client claims that Pyro has breached this Agreement or was otherwise negligent in performing the production provided herein Client shall not be entitled to claim monetary damages from Pyro beyond the amount Client has paid to Pyro under this Agreement, and shall not be entitled to claim or recover any consequential damages from Pyro including, without limitation, damages for loss of income, business or profits.

**14. Force Majeure** – Client agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Pyro and Pyro which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which Client has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, Pyro is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which Client has purchased the Production be canceled as a result of such causes, Client may (i) reschedule the Production and pay Pyro such sums as provided in Paragraph 15, or (ii) cancel the Production and pay Pyro such sums as provided in Paragraph 16, based upon when the Production is canceled.

**15. Rescheduling Of Event** – If Client elects to reschedule the Production, Pyro shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. Client and Pyro shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks or confetti production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless Pyro agrees that such rescheduling will not adversely affect normal business operations during those periods.

**16. Right To Cancel** – Client shall have the option to unilaterally cancel the Production prior to the scheduled date. If Client exercises this option, Client agrees to pay to Pyro, as liquidated damages, the following percentages of the Fee as set forth in the Scope of Work, Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event Client cancels the Production, it will be impractical or extremely difficult to fix actual amount of Pyro's damages. The foregoing represents a reasonable estimate of the damages Pyro will suffer if Client cancels the Production.

**17. No Joint Venture** – It is agreed, nothing in this Agreement or in Pyro's performance of the Production shall be construed as forming a partnership or joint venture between Client and Pyro. Pyro shall be and is an independent contractor with Client and not an employee of Client. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

18. **Applicable Law** – This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be pro Item # 4. for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party, safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

19. **Notices** – Any Notice to the Parties permitted or required under this Agreement may be given by tracked overnight courier requiring a signature which is effective the next business day, or by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows:

**Pyro** – Pyro Spectaculars North Inc., 5301 Lang Ave., McClellan, CA, 95652, US, or for overnight delivery to 5301 Lang Ave., McClellan, CA, 95652, US. With an email copy to General Counsel: gbrown@pyrospec.com.

**Client** – City of Grass Valley, 125 E. Main St, Grass Valley, CA, 95945, US.

20. **Modification of Terms** – All terms of this Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

21. **Severability** – If there is more than one Client, they shall be jointly and severally responsible to perform Client's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by Client and after it is executed and accepted by Pyro at Pyro's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

22. **Price Firm** - EXECUTED AGREEMENT MUST BE DELIVERED TO Pyro BY Friday, March 27, 2026. See Scope of Work, paragraph 3 b).

**[Signatures on next page]**

Price Firm Date Friday, March 27, 2026

EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.

See PRICE FIRM conditions, paragraph 3b and paragraph 22, above.

**Pyro Spectaculars North Inc.**

BY: 

PRINT NAME: Matt Gilfillan

ITS: Vice President

DATE: 3/9/26

**SHOW PRODUCER: David Mosley**

**City of Grass Valley**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Grass Valley Management & Supervisory Professional & Confidential Employees - Unit 1 - Memorandum of Understanding for January 1, 2026 - December 31, 2026

**CEQA:** Not a project

**Recommendation:** Adopt Resolution No. 2026-05 approving the Labor Memorandum of Understanding for an twelve (12) month period beginning January 1, 2026, through December 31, 2026, between the City of Grass Valley and the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1).

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

**Council Meeting Date:** 03/24/2026

**Date Prepared:** 03/19/2026

**Agenda:** Consent

**Background Information:**

Over the course of the last month the City Manager has been meeting with the representatives of the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1) to come to an agreement on terms and conditions for an updated Memorandum of Understanding (“MOU”) effective January 1, 2026. As such, the City and Unit 1 have concluded the process and have agreed upon updated terms to the MOU which are now being recommended for City Council approval.

The updated provisions in the MOU and estimated fiscal impacts include the following:

- A 2.0% Cost of Living Increase (COLA) retro to January 1<sup>st</sup>, 2026
- The added language to personal leave include: “After 2 years of City service, credit for prior public service shall be included for the purposes of calculating personal accrual. Maximum accrual under this provision shall not exceed 10 years of total service credit. The employee shall be responsible for providing verification of prior service.”

**Council Goals/Objectives:** Approval of the negotiated Memorandum of Understanding between the City and Unit 1 executes portions of the work tasks towards achieving /maintaining the Strategic Plan goal to maintain a Productive and Efficient Workforce.

**Fiscal Impact:**

The overall cost for FY 2025/2026 for all funds, for wages, \$9,776.00, FY 2026/2027 (for the 6-month period 07/1/2026 - 12/31/2026), including wages \$9,776.00. The

cost for the term of the agreement, January 1, 2026 - December 31, 2026, for Unit 1 to the General Fund is \$12,470.00, to the Water Fund is \$3,541.00 and to the Sewer Fund is \$3,541.00.

**Funds Available:** Yes

**Account #:** 100 - General Fund  
200 - Measure E  
500 - Water Fund  
510 - Sewer Fund

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

**Attachments:**

- Resolution No. 2026-05 - Approval of Unit 1 MOU
- Memorandum of Understanding - Unit 1
- Exhibit A to Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF GRASS VALLEY CITY COUNCIL**  
**AND**  
**MANAGEMENT/SUPERVISORY PROFESSIONAL & CONFIDENTIAL EMPLOYEES**  
**IN UNIT #1**

**January 1, 2026 – December 31, 2026**

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**AGREEMENT DESCRIBING SALARIES, BENEFITS AND WORKING CONDITIONS  
APPROVED BY CITY OF GRASS VALLEY CITY COUNCIL FOR AND ON BEHALF  
OF THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S UNIT #1  
MANAGEMENT/SUPERVISORY PROFESSIONAL & CONFIDENTIAL**

**PREAMBLE**

This Memorandum of Understanding, hereinafter referred to as "MOU" or "Agreement", describes salaries, benefits and working conditions approved by the City of Grass Valley, hereinafter referred to as the "City", for employees in City Unit # 1 - Management/Supervisory Professional & Confidential, hereinafter referred to as "Employees".

The parties to this Memorandum of Understanding have met and conferred in good faith on matters within the scope of representation pursuant to Section 3500 et seq. of the California Government Code and the City of Grass Valley's Employer-Employee Relations Resolution (No 93-40).

**ARTICLE 1- RECOGNITION**

The City recognizes the employees who collectively are referred to as "Management/Supervisory, Professional and Confidential Employee Unit # 1" (Unit 1) as the sole and exclusive representatives for those employees. During the term of this Agreement, the City agrees not to meet and confer with any other organization on matters upon which the Employees is the exclusive representative and which is within its scope of representation.

The Meyers-Milias-Brown Act (MMBA) does not define either "confidential" or "management" employee, and Government Code section 3507.5 authorizes each local agency to adopt procedures for determining which of its employees will be designated confidential or managerial. The MMBA, however, does not exclude management and confidential employees from the definition of employees entitled to the organizational and representation rights of the Act. This MOU defines a "Confidential Employee" as "an employee who, in the course of his or her duties, has access to information relating to the City's administration of employer-employee relations. It defines "Management/Supervisory Professional Employee" as "an employee having responsibility for formulating, administering, or managing the implementation of City policies or programs." While employees designated as "confidential" employees may be represented by the Group, the parties acknowledge and agree that such designated employees may not represent the Group or the management employee unit, participate in the bargaining process, or share any confidential information in connection with labor relations that would undermine the respective roles of each party in the bargaining process.

It is acknowledged and agreed that the following management positions are expressly excluded from the management employee unit and from representation by the Group and from coverage under this MOU: All elected officials, the City Manager, the City Clerk, and all other At-Will employees.

It is acknowledged and agreed that the management positions listed in Appendix A are expressly covered by this MOU. Any and all future management positions below the level of Director created during the term of this MOU shall be added to the list below and considered part of the Management Bargaining Unit represented by the Unit.

## **ARTICLE 2- SUPPORT OF AGREEMENT AND MEET AND CONFER PROCESS**

The employees agree that they shall utilize the regular meet and confer process and endeavor to reach agreement on wages, hours and conditions of employment only through that process. The City agrees to utilize the meet and consult process exclusively in a good faith attempt to reach consensus regarding wages, hours and conditions of employment. Unit representatives agree to pursue the "Open Door" policy of the City to resolve disputes that might arise concerning the interpretation or application of this Agreement. During the term of this MOU the parties agree, should the meet and confer process not be successful in addressing matters under this agreement, the parties will use the dispute resolution process as provided herein or within the Civil Service rules as a means of adjudicating disputes between them.

## **ARTICLE 3- EMPLOYEE ASSOCIATION RIGHTS**

### **A. Unit #1 Member Meetings**

Unit Members may meet as necessary during non-work time. The Unit members are responsible to ensure meeting spaces are properly secured and clean. Other reasonable times that impact work hours as provided herein may be authorized with the approval of the Human Resources Manager and notice to Department Heads to approve any release time for such meetings, which will not be unreasonably denied.

### **B. Bulletin Boards**

The Unit may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by Unit #1 representative, and will include the date of posting and the date of removal.

### **C. Use of Facilities**

The Human Resources Manager or Department Head upon request may permit Unit 1 members to use designated facilities, depending upon availability of space, for meeting purposes at no charge. No request for use of City facilities shall be unreasonably denied. City use of any facility will have priority over Unit use and may require the Unit to reschedule or relocate meetings.

### **D. List of Designated Representatives**

Unit 1 will file with the Human Resources Manager **as needed** an updated list of Unit's Designated Representatives.

### **E. Regular Employees**

Regular part time employees who are employed in a Unit #1 designated classification for a period of not less than thirty two (32) hours per week on a regular basis throughout the fiscal year or work at least 1660 hours per year in a Unit designated classification shall become covered under this MOU.

### **F. Re-opening of the MOU**

If the Unit #1 members are eligible to join a labor group for the benefit of health care savings or are able to find savings in their health care by other means, the City will re-open this MOU for negotiations.

## **ARTICLE 4- MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**Procedural Prerogatives** - it is understood that the City retains the procedural prerogative to initiate or to refrain from initiating actions that may affect unit members' wages, hours and conditions of employment and that such actions, once initiated by the City are subject only to the express procedural limitations that may be set forth in the MOU, Civil Service Rules, Charter or other law. Such matters include, but are not limited to, the procedural rights to contract out work not performed by active unit members, to transfer, lay off, terminate or otherwise discipline Employees, to reasonably accommodate qualified disabled persons/employees, to make technological improvements, and to take necessary action to implement the terms and conditions of the Memorandum of Understanding.

Unit 1 recognizes and agrees that the City, on its own behalf and on behalf of the electors of the City, retains and reserves unto itself, limited only by the articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon, and vested in it, expressed or implied, by the laws and the Constitution of the State of California and of the United States and the provisions of the City Charter.

Unit 1 recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

Unit 1 recognizes and agrees that the City's powers, rights, authority, duties and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, and the outside purchases of products or services; the right to introduce new or improved methods and facilities and to otherwise take any action desired to run the entire operation efficiently, except as modified by this Agreement.

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over City practices and procedures and over State Laws, and City Charter to the extent permitted by State Law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the City. Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any employee rights or privileges other than those expressly stated herein. If a conflict arises between this Agreement and a City Charter provision or resolution incorporated herein, the City's Charter provisions or resolution shall prevail.

## **ARTICLE 5- HOURS OF WORK AND BASIS OF COMPENSATION**

### **A. Hours of Employment**

The Hours of employment and legal holidays to be observed shall be with due regard for the convenience of the public. Employees in this Unit who are defined as exempt status employees are expected to work whatever number of hours is necessary beyond normal workdays, periods, or weeks without additional compensation to accomplish their duties and responsibilities. Leave time for exempt employees will be accounted for in full day increments. Non-exempt employees will account for time on an hourly (actual time) basis.

### **B. Pay Periods**

The "pay period" shall be fourteen (14) calendar days from Sunday (starting at midnight Saturday) to midnight of the second Saturday thereafter, and refers to the period for computing compensation

due for all normal working days during that period. Payroll checks will be available the ensuing Friday by noon following the end of the pay period. Direct deposit pay checks will have funding available on the morning of the Friday payroll date, pending release by the employee's bank, on the Friday payroll date.

### **C. Work Periods**

1. The normal work period shall be eighty (80) hours within each pay period for each full time employee unless established otherwise for any classification by the City Council. The work period shall coincide with the established two (2) week period (consisting of fourteen (14) days or two (2) weeks) from Saturday midnight to the second (2nd) following Saturday at midnight.
2. The normal workday generally means a day on which an employee works eight (8) hours or such other number of hours when authorized by the Department Head. Nothing in this section shall prohibit the establishment of alternative work schedules, as long as said schedules are not established for the sole intent of avoiding overtime, but may be used to manage workloads and work efficiency.
3. The City will work with representatives of Unit# 1 to establish and implement alternative work schedules. The schedules will be implemented to enhance productivity and coordination of work efforts. The normal work week designation may be modified as necessary to implement new work schedules. Alternative work schedules may be terminated by the city with a two week notice to employees. The granting or elimination of alternative work schedules is not grievable.

### **D. Lunch and Rest Periods**

1. Non-exempt employees are provided with an uninterrupted lunch period of one (1) hour or half hour, for each eight (8) hours of work, or alternative work schedule.
2. Non-exempt employees are provided one paid fifteen (15) minute rest period for each four (4) hours of work. During rest periods, employees are considered to be under the direction and supervision of the City. Lunch and rest periods will not be taken within one (1) hour of an employee's start or end time.
3. Rest breaks will normally be taken at the assigned worksite. Employees may, with the supervisor's permission, leave the area as necessary to take care of their personal needs. Employees may be required to use the closest reasonably accessible facility for that purpose.
4. Exempt employees are required to work the necessary hours to accomplish required duties and responsibilities. Use of time is to be coordinated with their supervisor.

### **E. Calculation of Compensation**

Compensation is based on the hourly rates and pay schedule set forth in Appendix A. Adjustments in hourly rates are rounded up to the next penny, but may not exceed the top of any pay range. Pay is based on 2,080 hours per year and twenty-six (26) equal pay periods.

## **ARTICLE 6- SALARY**

### **A. Salary Schedule**

1. Salaries shall remain as set forth in the Unit's salary schedules, attached hereto as Appendix A of this MOU.
2. Notwithstanding Article 5, exempt employees are paid on a fixed salary and are not compensated on an hourly basis. As needed, they may be required to report their hours for

purposes of charging appropriate budgets, grants, etc., for project or program time, or for assessing staff patterns.

## **B. Salary Increases**

2.1. Upon City Council approval of MOU all employees will be compensated a 2.0% Salary increase retroactively to January 1<sup>st</sup>, 2026.

## **B.C. Rules for Use of Salary Schedule**

1. Each job has an applicable salary range as identified in Appendix A. All new appointments will generally enter the probationary period at the minimum salary of the applicable range. The City Manager may, upon request of the Department Head, authorize entry at any point in the salary range to compensate for education and experience. Employee shall serve a six month probationary period during which time it may be extended an additional six months by the Department Head.
2. Each Employee will receive an annual performance evaluation based on performance objectives including initiative, job knowledge, teamwork, stewardship, ethics, customer service, leadership and, when appropriate, human resources management, process improvement and organizational development. Based upon performance, employees may be granted salary increases of 1 to 5% effective the anniversary date of appointment and up to the maximum salary range for their current job classification.
3. One Time performance bonuses may be granted to employees who have displayed outstanding performance on a project or other significant work effort. The City Manager, upon recommendation of a Department Head, may grant a performance bonus of up to 10% of an employee's annual base salary, subject to required deductions and taxes. Performance bonuses will generally be awarded as part of the annual performance evaluation process but may be considered at other times upon approval by the City Manager.
4. An employee promoted from their existing position to another with the City, outside of Unit 1 shall move to the closest salary step in the new class that gives a minimum of a five (5%) percent increase, as recommended by the Department Head to the City Manager. If the promotion is to a position within Unit 1 the employee will receive a five (5%) percent increase, but such increase will not exceed the top of the salary range.
5. Transfer- an Employee transferred from one department to another in the same classification will continue to receive the same salary and will have no change in their anniversary date.
6. Out of Class- Special Project Pay- Employees meeting this temporary classification will be paid a five percent (5%) pay differential for the hours assigned. The assignment of such pay shall not be used as a device for circumventing advancement to a higher paying civil service classification.
  - I. Department Head must appoint employee to an "Acting" status or a "Special Project".
  - II. An employee will be appointed when it is necessary to maintain proper and efficient departmental operations.
  - III. Department Head must review the need to continue the Special Project assignment every ninety (90) days.

## **C.D. Other Considerations**

1. **Assigned Vehicles-** Employees may be assigned a City vehicle to perform their work when authorized by the City Manager. Use of such vehicle is a privilege and not a right and may be revoked at any time by the City Manager or designated Department Head. The nominal personal use of a City vehicle as a commute vehicle is allowed.

2. **Incentive Pay for Utilities Superintendent/ Chief Treatment Plant Operator and Assistant Chief Treatment Plant Operator-** The positions are eligible for license incentive pay in the amount of 5% for having a license at least one grade above the minimum requirements for water and 5% for having a license at least one grade above the minimum requirements for wastewater. Maximum incentive for water and wastewater licenses is 10%. Employees receiving water and wastewater certificate pay will use the certification to meet the needs of the City as required.
3. **Cell Phone Reimbursement** – Job duties that require the use of a cell phone and/or data service (PDA) and the request allowance is appropriate for the lever of business related requirements. Based on the defined business need and eligibility per City Policy 500.12, an employee, shall be eligible for an allowance of \$45.00 for a voice/text/data plan with a Cellphone/Personal Digital Assistant (PDA) requirement per month. In no event may the allowance exceed the contract price. It is expected that the allowance will not cover the full cost of the cellular service contract and not be subject to payroll taxes, but the parties agree to comply with applicable tax laws.

#### **D.E. Educational Incentive**

The City shall offer an academic percent educational incentive program with a maximum cumulative ceiling of seven and one-half (7-1/2%) percent of base salary. Only certificates and degrees granted by accredited institutions, which are above the minimum educational requirement of the employee's position, which enhance the employee's abilities and contributions, will be considered. College units obtained to qualify for an incentive cannot be compounded to qualify for an additional incentive. For example, units used to obtain an A.A. and then utilized to obtain a B.A. cannot yield incentives for both degrees.

The eligible degrees, certificates and corresponding incentives are as follows:

<b>Certificate/ Degree</b>	<b>% of Base Salary</b>
Certificate with a minimum of 30 semester Units	2.5 % (max 2.5%)
Associates of Arts	2.5%
Bachelor of Arts or (Not cumulative with AA or AS	5.0%
Bachelor of Science	5.0%
Master of Arts or Master of Science	2.5%

#### **E.F. Professional Licenses**

The City will provide employees required training/educational opportunity and associated funding to maintain required licenses or certificates including renewal fees.

#### **F.G. Longevity Pay**

Effective June 25<sup>th</sup>, 2023 the City shall pay two and one-half percent (2.5%) of base rate for longevity pay upon completion of ten (10) years of continuous service.

### **ARTICLE 7- LEAVE**

#### **A. Absence from Duty**

1. The absence of an employee from duty shall be reported to the Department Head. The reason for absence shall be stated and, if unauthorized, it shall be reported as absence without leave. The return of an employee to duty shall likewise be reported.

2. Absence from duty without leave for five (5) consecutive days shall be deemed a constructive resignation from City employment.

**B. Personal Leave**

1. The purpose of Personal Leave is to provide Employees the ability to accrue time for vacation, sick leave, and personal leave situations.
2. Employees shall accrue Personal Leave hours at a rate of no less than 256 hours and no more than 328 hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.
3. No Employee may carry a balance of more than 520 hours of Personal Leave. Employees who have accumulated 520 hours of Personal Leave will accrue no further usable Personal Leave until they have used Personal Leave in an amount sufficient to bring their accumulated Personal Leave balance below 520 hours. Notwithstanding the preceding sentence, Employees who have accumulated 520 hours of Personal Leave will accumulate sick leave at the same rate as Personal Leave. Sick leave accumulated pursuant to this paragraph shall be automatically placed in a banked leave account to be used as sick leave (only after all other leave banks have been depleted) in accordance with the City's personnel rules, or to be converted to PERS service credit upon retirement from the City in accordance with CalPERS regulations. Employees shall not be paid out upon separation from service for any sick leave banked under this paragraph.
4. Employees may convert up to 120 hours of accrued Personal Leave to salary compensation once each year. Personal Leave conversion must be submitted by December 20th of each year pursuant to the following:
  - I. Employees utilizing this provision will be required to submit an irrevocable election form by December 31st of the calendar year prior to the calendar year in which the Personal Leave hours to be cashed out are earned.
  - II. Employees that have submitted an irrevocable election form may submit a Personal Leave cash out request form at any time during the calendar year in which the Personal Leave hours are earned.
  - III. The actual payment of the requested hours cannot occur until the hours to be cashed out for that calendar year have accrued. Cash-outs for hours accrued in prior years are not allowed.
  - IV. Employees that submitted an irrevocable election form in the prior year but did not submit a cash out request shall receive their Personal Leave cash out in the last paycheck of the calendar year in which the Personal Leave hours are earned.
5. Employees who become subject to this Plan on or after July 1, 2020 must convert all accumulated Vacation Leave and Sick Leave to "Personal Leave". Those hours of Sick Leave or Vacation Leave combined in excess of 520 hours will be placed in a Sick Leave and Vacation Leave bank account to be utilized by the Employee or paid out upon separation from service as set forth herein and converted to banked PERS service credit in accordance with CalPERS regulations. Upon separation from service, the City shall pay employee a one-time lump sum calculated on Fifty (50%) Percent of the employee's banked unused Sick Leave and one hundred (100%) percent of the employee's banked Vacation Leave and Personal Leave accrual balance. (For example, if an employee is compensated for 450 hours of banked Sick Leave, a maximum of 50%, or 225 hours would be included in the one-time lump sum payout and the uncompensated 225 hours would be converted to PERS service credit in accordance with CalPERS regulations.)

5-6. After 2 years of City service, credit for prior public service shall be included for the purposes of calculating personal accrual. Maximum accrual under this provision shall not exceed 10 years of total service credit. The employee shall be responsible for providing verification of prior service.

6-7. Employees will accrue Personal Leave time at the following rates:

- 1 to 2 years of city service = 256 hours
- 2 plus years to 5 years = 272 hours (10.46 hours biweekly)
- 5 plus years to 10 years = 296 hours (11.38 hours biweekly)
- 10 plus years to 20 years = 316 hours (12.15 hours biweekly)
- 20 plus years = 328 hours (12.62 hours biweekly)

### **C. Extended Medical Leave**

Those employees who have been granted an approved extended medical leave shall not be required to provide weekly verification of their medical condition. The City reserves the right to require such verification as the Department Head or Human Resource Office has reason to believe is appropriate. Failure of an employee to supply the requested verification of medical condition is sufficient cause for termination of the extended medical leave. In the event that an employee faces termination for the sole reason of exhaustion of leave, the City shall meet with the employee to endeavor to reach agreement on alternatives, such as disability retirement, etc.

### **D. Bereavement Leave**

Employees may be granted a leave of absence with pay not to exceed a total of forty (40) hours per fiscal year, non-cumulative, for purposes of attending funeral services, making related arrangements for the family, or travel to and from the location of services on account of the death of any member of his/her immediate family. Member of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, step-parents and father and mother-in laws or any relative living in the immediate household of the employee. It shall be the responsibility of the Department Head to account for such leaves. Leaves of more than forty (40) hours, if approved, shall be charged first against sick leave and then to other accrued leaves if no sick leave is available.

### **E. Holidays**

1. Holidays shall mean those days or hours designated as such by or pursuant to this Agreement, City Ordinance or Resolution. Holiday time is time off from the normal work period. The Holiday will be the day as observed by the City. The value of a Holiday is 8 hours. Total Holiday hours equal 88 hours.

Recognized holidays shall include:

New Year's Day	Martin Luther King Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
July 4th	The Day after Thanksgiving
Labor Day	Christmas Eve
Christmas Day	

2. Only regular and probationary employees in a current and paid status shall be eligible for holiday leave. A new employee whose first working day is the day after a paid holiday shall not be credited for that holiday. An employee terminating employment for any reason and whose last work day as a paid employee is the date before a holiday shall not be credited for that holiday day. An employee who is on a consecutive leave of absence without pay or sick leave for both the regularly scheduled working day before and after the holiday shall not be credited for the holiday.
3. If Unit 1 employees are scheduled to work by their Department Heads or the City Manager, or are called to active work on one of the eleven (11) designated holidays, employee shall schedule a corresponding day or days off, with approval of the corresponding Department Head, within two pay periods (before or after) of the actual holiday. Similarly, if employee's regularly scheduled day off occurs on one of the designated holidays, employee shall schedule corresponding time off within the two pay period timeframe, as approved by the corresponding Department Head.

**F. Jury Duty Leave**

An employee shall be paid his/her normal salary for each workday, or portion thereof, he/she is required to be on jury duty. Any payment for jury service will need to be signed over to the City.

**G. Community Service Organization Leave**

The City encourages employees to participate and be involved in community service organizations. Employees may participate and be involved as a member or officer in community service organizations, provided the involvement does not create a conflict with the City or impedes the employee from performing their required duties. The City, in consideration of such allowed participation shall not budget, nor pay, nor reimburse the employee for any expenses, costs, fees or other charges of any kind for any such participation or involvement.

**H. Family and Medical Care Leave**

1. A regular full time employee, with more than one year of continuous service, or who has worked more than twelve hundred fifty (1250) hours during the previous twelve (12) months may request an unpaid Family and Medical Care Leave of absence of up to twelve (12) weeks in any one continuous twelve (12) month period. This leave may be taken for the birth or adoption of a child, to care for a child, spouse or parent who has a serious health condition or for the employee's own health which make him/her unable to perform the essential functions of the job. If this leave is granted, upon return, the employee will be reinstated to the same or a comparable position as the position held before the leave unless such a position no longer exists. Available accruals must be used for such leaves. If all available accrual is depleted, then the employee may continue on unpaid leave until the 12 week maximum leave is taken. If an employee desires to take an FMLA leave not associated with the serious health condition of him or herself, or eligible family member, sick leave hours accrued may not be used.
2. Whenever possible the employee must provide at least thirty (30) days written notice that they would like to take this leave of absence. When this is not possible the employee must notify their supervisor, in writing, as soon as possible. Failure to comply with these notification rules may result in the denial or deferral of the requested leave until the employee has complied with the notice provisions.
3. The City will require the certification from the health care provider who is attending to the serious health care condition of the employee, the child, spouse or parent before allowing the leave to be granted to take care of that family member. If there is a question concerning

this certification, the City reserves the right to require additional certification(s) at City expense. Unless otherwise agreed to by the City, any Family and Medical Care Leave must be taken in segments of one (1) full work day.

4. An employee has the right to take maternity leave and some amount of Family and Medical Care Leave. The employee should check with the Human Resources Manager to determine the eligibility of the above mentioned leave.
5. The cost of health care coverage while on a Family and Medical Care Leave less any portion of the premium the employee is required to pay will be paid for by the City for up to twelve (12) weeks. If the employee does not return from leave, they will be responsible for reimbursing the City for the insurance premiums paid on the employees' behalf.
6. While the above provisions will apply to most employees in most circumstances, there are certain exceptions under which The City may refuse to grant a Family and Medical Care Leave.

**I. Family Care School Partnership Act**

Employees shall be entitled to take advantage of the Family Care School Partnership Act without loss of benefits. Time off taken under this Leave shall, at the employee's election, be either approved unpaid leave or paid by using available compensatory or vacation time.

**ARTICLE 8- PROFESSIONAL AND REPRESENTATIONAL EXPENSES**

**A. Professional Dues and Fees**

The City shall budget and pay or reimburse employees for certain professional dues, fees, and costs of the employee necessary for his/her continuation and full participation or membership in state, regional, and local associations or organizations necessary for him/her professional participation, growth and development and for the good of the City.

**B. Travel**

The City shall budget and pay or reimburse employees for certain travel, fees, charges, lodging and subsistence and other related expenses of the employee for attending meeting(s) necessary for him/her to properly perform his/her duties or are necessary to continue his/her professional development or to represent the City. This may include, but is not limited to, associated conferences or meetings; relevant League of California Cities' conferences or meetings; such other state, regional or local governmental related meetings; or relevant training, short courses, institutes, seminars or such other meetings or educational sessions or classes related to his/her position or responsibilities.

**C. Civic and Professional Participation**

There is a need for the City to be periodically represented, from time to time, by employees through their attendance at or before local civic, service, professional, business, charitable, government or other organizations. As such, the City shall budget and pay or reimburse employees for certain expenses resulting from such authorized periodic representational attendance.

**D. Reimbursement**

The City recognizes that to fulfill Paragraphs A, B, and C of this Article, certain expenses of a job-affiliated nature may be incurred by the employee in order to perform his/her duties or represents the City. The City shall pay or reimburse the employee for such general expenses as budgeted by the Council for costs that he/she may incur which may include, but are not limited to, costs for meals and lodging, registration fees, parking fees, bridge tolls, subscriptions, periodicals, publications, professional dues or similar charges.

**E. Receipts and Billing**

All expenses or costs authorized and incurred under Paragraphs A, B, and C of this Article, as budgeted by the Council, shall be reimbursed or paid by the City to or on behalf of the employee upon receipt of billings, statements, receipts, expense forms or personal affidavits as customarily required by the City for expenditure of funds.

**ARTICLE 9- RETIREMENT****A. Retirement Benefits**

1. Miscellaneous- Employees designated as local miscellaneous members by the City are provided retirement benefits under the Public Employees' Retirement System's Local Miscellaneous two point five percent at 55 (2.5% @ 55) formula.
2. Miscellaneous PEPRA - Employees hired January 1, 2013 or after and designated as local miscellaneous members by the City are provided retirement benefits under the Public Employee Pension Reform Act of 2013 Local Miscellaneous two percent at 62 (2% @ 62) formula, unless the employee has been employed with a CalPERS employer within the preceding six (6) months ("Classic Employee). Classic employees hired on or after January 1, 2013 shall be placed in the 2.5% @ 55 formula.
3. Social Security - Employees are also provided retirement benefits under Social Security.

**B. Retirement Contributions**

During the term of this agreement, Unit 1 Miscellaneous employees agree to participate with pre-tax contribution for retirement for the Employee share under CalPERS retirement plan as follows:

1. Employee will pay the full employee share of 8% (Classic) and 6.25% (PEPRA) (half the normal cost pursuant to the Pension Reform Act of 2013).
2. The City will pay the full employer contribution to PERS.
3. The City will pay the employer contribution rate for Social Security.
4. The Employee will pay the full amount of the Employee's Contribution rate to Social Security.

**C. Supplemental Retirement Benefit**

The City shall pay a supplemental benefit to each eligible employee covered under the terms of this MOU who attains normal retirement age. The term "minimum retirement age" is the age at which an employee elects to receive a disbursement under the terms of the employee retirement benefit plan. The term "elects" refers to employees who leave City employment for the sole reason of retiring under a PERS regular service retirement, disability retirement or industrial disability retirement and has at least ten (10) years of service with the City of Grass Valley. Those Unit 1 employees forced to retire under disability retirement or industrial disability retirements covered under the terms of this MOU are deemed to have a minimum of 10 years of service credit with the City of Grass Valley.

The benefits provided under the terms of this Section shall be a one-time lump sum payment, calculated on the basis of fifty percent (50%) of the straight time value of the retiring employee's accumulated but unused sick leave, up to 450 hours on the date that the employee retires from City employment. (For example, if an employee is compensated for 450 hours at the 50% rate, the uncompensated 225 hours would go to PERS service credit along with any other accrued hours in excess of 450 hours). The reference to sick leave days in this Section is for purposes of calculating

the benefit provided under this Section only and shall not operate to "vest" sick leave hours or otherwise create any entitlement to pay for those sick leave hours for an employee who terminates employment prior to attaining normal retirement age as defined in this sub-part. The straight-time value of the retiring employee's sick leave hours shall be computed solely and exclusively on the basis of the non-overtime normal wage rate paid to the employee, and no overtime premiums, or any other type of premium pay or pay for working out-of-class or employee benefits or other forms of non-straight time wage compensation shall be used for purposes of calculating the benefits due under this Section.

Any employee that shows an effective date of retirement into the PERS system within 120 days of separation from employment with the City shall be credited with PERS service credit for all accumulated but unused or uncompensated sick leave.

Consistent with the sick leave provisions of this MOU, any employee whose employment with the City terminates for any reason, as opposed to being reinstated, prior to attaining normal retirement age, forfeits all accumulated but unused sick leave hours, and shall not become entitled or eligible to receive any benefits under the terms of this Section even if the employee is subsequently re-employed by the City. Notwithstanding the limitations contained in the previous sentences, the City shall pay a supplemental retirement benefit consisting of all unused sick leave to the estate of any employee covered by this MOU who is killed in the line of duty. Any rehired or reinstated employee shall begin to accrue sick leave hours as if they had never worked for the City previously. The benefit provided in this Section shall not arise or vest until such time as the individual employee applying for the benefit becomes eligible for the benefit as provided in this Section and provides written notice to the City Manager of his/her intention to retire from employment with the City. The benefit provided in this Section shall not increase the City's obligations with respect to other benefits of employment, including, but not limited to, other retirement benefits, health and welfare benefits, sick leave benefits, disability benefits, or any other form of compensation or fringe benefits of whatsoever kind or nature.

#### **D. Retiree Health Insurance Benefit**

1. Any employee retiring from the City under PERS, after twenty (20) or more years of City service, is eligible for the following retiree health insurance benefit. To receive this benefit a retiree must provide ongoing evidence of health insurance coverage.
  - I. An employee retiring from the City after twenty or more years will receive five hundred (\$500.00) dollars per month, not including the statutory administrative fee for PERS coverage.
2. The City will pay the statutory administrative fee for PERS coverage.
3. To receive this benefit a retiree must provide annual evidence of health insurance.
4. Such benefit will cease upon the retiree receiving group medical insurance coverage from another employer or receiving coverage through Medicare. If a retiree covered under another employer's group medical insurance loses such coverage, this benefit will start or restart until the retiree is otherwise ineligible.

### **ARTICLE 10- HEALTH AND WELFARE**

#### **A. Insurance Benefits**

During the term of this agreement the City will make available medical, dental, and vision insurance benefits to the employee and their dependents.

1. The City will pay a monthly flat rate contribution for health insurance (Medical, Vision, and Dental). The amount paid will be based on the employee's selection of medical coverage based on the following:
  - I. For Employees only: \$1,314
  - II. For Employees plus one dependent: \$2,122
  - III. For Employees plus two or more dependent: \$2,630
2. All benefits shall be subject to the standard provisions set forth in the policy or policies, or P.E.R.S. regulations.
3. Employees waiving medical insurance coverage shall receive two hundred fifty (\$250) dollars less the cost of any elected dental or vision insurance. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due employees for waiving medical insurance coverage shall be paid in a lump sum once per month.
4. Disputes concerning the hospital/medical, vision and life insurance provided pursuant to this MOU-including, but not limited to, questions as to the scope of benefits or disability coverage, eligibility, and premium rate shall not be subject to the Grievance Procedure.
5. The retiree health care benefit is subject to policy or policies or PERS regulations, including the payment of administrative fees, which will be paid by the City. Subject to provisions/policies of the insurance carrier, retirees and their dependents may, at their own expense, continue coverage under the City's program, which may extend beyond the COBRA period.
6. The dental and vision plans selected for Unit members shall be maintained in the Human Resource Office for reference.
7. The City agrees to supply life insurance for each employee in the amount of fifty thousand (\$50,000) for each employee, five thousand (\$5,000) dollars for the employee's spouse and fifteen hundred (\$1,500) dollars for other eligible dependents without cost to the employee.

**B. Cost Containment Committee**

The City shall establish a health care cost containment committee, which shall be advisory only; its purpose shall be to review alternatives, and to recommend long-term strategies. These recommendations will be made to the City Council via the City Manager for review and advisement.

**C. Long Term Disability**

The City shall provide without cost to the Employee an income protection insurance program that shall insure an Employee's income to a maximum of sixty-six and two thirds (66 2/3%) of monthly earnings with a ceiling of six thousand dollars (\$6,000) in calculated base. Conditions of coverage shall be controlled by the master agreement with the insurance company.

**D. Short Term Disability Insurance**

The members of this unit have elected to enroll in California State Disability Insurance (SDI) and all costs incurred for this plan are paid by the Employee.

**ARTICLE 11- SAFETY**

**A. Safe Conditions, Equipment and Duties**

1. The City and employees agree to maintain a safe and healthy place of work and to maintain safety as well as sanitary conditions in accordance with all applicable state laws. Unsafe working conditions or hazardous jobs which jeopardize the health and safety of the employees shall be directed to the attention of the employee's supervisor or department head.

The City shall investigate the complaint and make any and all corrective measures as deemed necessary by the City. Employees shall cooperate fully in carrying out safe practices and in using safety devices provided by the City.

2. Employees agree that the duties and tasks performed by them shall be performed in a safe and healthy manner.
3. The City agrees to purchase rain gear for employees that are required to work in the elements. All rain gear purchased shall remain the property of the City.
4. Personnel will receive an annual safety allowance of one hundred twenty-five (\$125.00) dollars per year to be used for safety equipment that assures and enhances the personal and direct safety of the employee and their job. The employee's Department Head and the City Safety Officer must approve reimbursement of this allowance. The rollover option extends to personnel to a maximum of two hundred fifty (\$250.00) dollars and if the allowance is not used in the second year, the benefit will be lost for that year.

### **B. Uniforms**

1. For all other Employees who are required to wear uniforms:
  - I. The City shall provide and launder uniform shirts and uniform pants.
  - II. The City shall provide appropriate personal protective equipment.
  - III. The City shall provide appropriate rain suits (weather related gear) that are Gore-Tex or similar in quality and that meet safety requirements.
  - IV. In addition to the above, for Maintenance and Water/Wastewater personnel, the City will purchase up to 5 T-shirts each year for each employee if the employee turns in 5 uniform shirts. After the first year, worn T-shirts may be turned in for new T-shirts.
  - V. For PERS Classic members, the cost of providing and laundering uniforms not to exceed \$500 annually shall be considered pensionable compensation and will be reported to PERS each pay period on a prorated basis.

### **C. Employee Alertness**

1. The most effective safety equipment an employee possesses is an alert mind. Conversely, an employee whose judgment, reactions and analytical processes are impaired or influenced by alcohol or drugs poses a risk to themselves, their coworkers and to the public. The City, therefore, expressly retains the right as explained in this Article to verify that employees covered by the Agreement are alert and are not under the influence of alcohol, controlled substances, drugs or other conditions which would tend to affect or impair judgment, reactions or thought processes.
2. The parties recognize the problems associated with alcohol and drug abuse in the workplace and recognize the safety hazard, which would be presented if an employee worked while under the influence of alcohol, intoxicating drugs or controlled substances. The parties further agree that a testing procedure with both privacy and accuracy safeguards is one appropriate means of protecting the safety of Employees.
3. The employees and the City have reached complete agreement on a drug and alcohol policy reference in the Personnel Commission Compendium.

### **D. Drug, Alcohol and Substance Abuse Policy**

A model "Chain of Custody" procedure as set forth in the Personnel Commission Compendium will be utilized in the event the City contracts for testing services.

**E. Employee Assistance Program**

The City has established an Employee Assistance Program. This program provides confidential counseling help for employees and their families. This benefit allows for three (3) visits per year per family member, at no cost to the employee. This program endeavors to provide counseling services for personal problems related to marital/family, relationship problems, alcohol or drug abuse, stress related problems, depression and other types of psychological problems, for employees in need of such referral and intervention.

**ARTICLE 12- REDUCTION IN FORCE AND RE-EMPLOYMENT****A. Layoff/furlough Provision**

1. In lieu of layoff, the City may pursue consideration of a furlough or reduction of hours on a department basis as follows:
  - I. City Council makes a finding that for reason of lack of work, lack of funds, or for reorganization that a reduction in services is needed.
2. Department Head consults with employees to explore alternatives:
  - I. Voluntary furloughs/hours reduction on an individual basis is sought first.
  - II. Involuntary furloughs or reductions in hours may be imposed on a uniform basis by class within a department, but not to exceed 40 hours per year. Management is required to meet and confer regarding the impact on unit members resulting from the involuntary furlough.
  - III. Direct cost benefit accruals shall not be reduced for employees. Insurance shall still be paid as provided for in this agreement by the City. Leave accruals will continue with no impact.

**B. Treatment of Employees Laid Off**

When a Department Head is instructed by the City Council to reduce the number of employees in the classified service within their department, layoff shall be made in accordance with any pertinent Civil Service Rules and Regulations.

**ARTICLE 13- GRIEVANCE PROCEDURE****A. Definition**

A grievance is any dispute concerning the interpretation or application of this resolution, or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of a City rights' decision on wages, hours and other terms and condition of employment.

**B. Process**

Grievances shall be processed in accordance with procedures established by the City.

**C. Procedures**

1. All grievances shall be processed only in accordance with the procedures and general conditions set forth below.
2. It is the intent of these procedures to encourage resolution of complaints and grievances informally, at the nearest practical organizational level from which it emanates, and as promptly and fairly as possible to all concerned.

**D. Informal Grievance**

1. **Informal Grievance:** Within five (5) working days following an occurrence giving rise to a grievance, the employee shall orally present the grievance situation to his/her immediate supervisor. (Exception: where the grievance directly involves the working relationship with the supervisor, the grievance shall be presented to the next higher level of supervision). The employee and supervisor have a mutual responsibility to have the grievance resolved at their level whenever possible.
2. Presentation of an informal grievance shall be necessary prior to processing it further as a formal grievance.

#### **E. Formal Grievance**

**Formal Grievance:** A formal grievance shall only be initiated in writing to each appropriate step of the grievance procedure with a copy to the Human Resource Office.

##### **Step 1:**

1. If a mutually satisfactory solution of the grievance was not resolved informally, the employee may file a written grievance with his/her department head (or designated representative) within five (5) working days after the last meeting between the employee and supervisor. Within ten (10) working days after the formal grievance is received, the Department Head shall investigate the facts and issues at the earliest date consistent with the nature of the grievance and the normal conduct of the department's business. Within five (5) working days after concluding the investigation, the Department Head shall render a decision in writing to the employee and Human Resource Office.
2. Unless a decision of the Department Head is appealed by the employee to Step 2, in the time limits provided, the grievance shall be deemed resolved, final and binding.

##### **Step 2:**

1. If the employee finds that the grievance has not been resolved in Step 1, he/she may, within five (5) working days after the Department Head's decision is rendered, request in writing that the City Manager consider the grievance and decision as rendered by the Department Head. Within ten (10) working days after the grievance is received, the City Manager (or designated representative) shall review the facts, issues and make such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within five (5) working days after concluding the review, the City Manager shall render a decision in writing to the employee, Department Head and Human Resource Office.
2. Unless the decision of the City Manager is appealed by the employee to Step 3, in the time provided, the grievance shall be deemed resolved, final and binding.

##### **Step 3:**

1. If the employee finds that the grievance has not been resolved in Step 2, he/she may, within five (5) working days after the City Manager's decision is rendered, request in writing to the Personnel Commission that they consider the grievance and decision rendered by the City Manager. Within fifteen (15) working days after the grievance is received, the Personnel Commission shall commence conducting the review. The Personnel Commission shall determine the best

means to conduct the review of the facts, issues and such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within five (5) working days after concluding the review, the Personnel Commission shall render a decision in writing to the employee, City Manager, Human Resource Office and Department Head.

2. Unless the decision of the Personnel Commission is appealed by the employee to Step 4, in the time provided, the grievance shall be deemed resolved, final and binding.

**Step 4:**

1. If the employee finds that the grievance has not been resolved in Step 3, he/she may, within five (5) working days after the Personnel Commission decision is rendered, request in writing to the City Council that they consider the grievance and decision rendered by the Personnel Commission. Within fifteen (15) working days after the grievance is received, the City Council shall commence conducting the review. The City Council shall determine the best means to conduct the review of the facts, issues and such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within five (5) working days after concluding the review, the City Council shall render a decision in writing to the employee, Personnel Commission, City Manager, Human Resource Office and Department Head.
2. The decision rendered by the City Council shall be final and binding.

**F. General Conditions**

1. Review and determination of a grievance is applicable to certain interpretations and applications as set forth under Definitions and, as such, cannot change any City adopted salary schedules/ranges or such other benefits subject to the meet and confer process.
2. Performance Appraisals and merit step determinations are not grievable matters except as provided below. Performance Appraisals and merit increase concerns should be brought forward to the Human Resource Office, with a final determination to be made by the City Manager. If an employee does not receive a due evaluation within a month after the due date, the employee may file a grievance.
3. Grievances regarding termination of employment may be made only on behalf of an employee who has successfully completed the required probationary period and attained permanent status.
4. An employee may choose to represent himself/herself or select a representative of his/her choice. The employee shall be personally present at any meeting which may be held, unless he/she specifically waives that right in writing.
5. In the event that more than one (1) employee is directly involved in a grievance, they shall select one (1) person from among them to carry the grievance forward on their behalf. This person may also select a representative of his/her choice. The employee shall be present at any meeting held on their behalf, unless he/she specifically waives that right in writing.
6. Any time limit of these procedures may be extended by mutual consent of the parties.
7. During the grievance process, there shall be no interruption of scheduled work of a department or the City.
8. It is understood that the City is currently in the process of revising the Personnel Rules and Regulations, including the Grievance Procedure, and Unit # 1 will review and have input to

the Grievance Procedures prior to finalization. It is agreed once the Grievance Procedures have been finalized, they will be incorporated into this MOU.

#### **ARTICLE 14- MAINTENANCE OF NEGOTIABLE BENEFITS**

It is understood and agreed by the parties that there exist within the City certain negotiable past practices, policies, or procedures which pertain to wages, hours, and conditions of employment. Such matters shall not be modified or rescinded during the term of this MOU except by the giving of notice to the Employees and providing the opportunity to meet and confer on the matter.

#### **ARTICLE 15- NOTICE**

Whenever provision is made in this MOU for the giving, service, or delivery of any notice, statement, or other instrument, the same shall have been deemed as delivered, duly served or given upon personal delivery or upon mailing the same by United States registered or certified mail, proof of service, to the party entitled thereto at the address set forth below:

**Employer:**

City Manager  
City of Grass Valley 125 E. Main Street  
Grass Valley, Ca. 95945

**Bargaining Unit:**

Unit 1 Representative  
City of Grass Valley 125 E. Main Street  
Grass Valley, Ca. 95945

#### **ARTICLE 16- SEVERABILITY SAVINGS CLAUSE**

- A. If, during the life of this Agreement, any law or any order issued by a Court or other tribunal of Competent Jurisdiction shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.
- B. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties mutually agree to meet and negotiate within ninety (90) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

#### **ARTICLE 17- TERMS OF AGREEMENT**

- A. This Agreement shall be effective upon the approval by the City Council and shall continue in full force and effect until **December 31, 2026**.
- B. This Agreement may be extended; provided that either party notifies the other within thirty (30) days prior to the expiration date of this Agreement of its desire, and both parties mutually agree in writing to the extension.



**RECOMMENDATION OF REPRESENTATIVES**

The City and representatives of the employees for Unit #1 have held meetings and discussed the above, and representatives of the employees have caused this Agreement to be signed and the representative of the City has caused this Agreement to be signed to signify their mutual recommendation for approval by the City Council as follows:

\_\_\_\_\_  
Timothy Kiser, City Manager

\_\_\_\_\_  
Catharine Dykes, Unit #1 Representative

\_\_\_\_\_  
Michael Colantuono, City Attorney

\_\_\_\_\_  
Miranda Bacon, Unit #1 Representative

**APPROVAL OF AGREEMENT**

Approval and adoption of this Memorandum of Understanding is made this 22nd day of August 2024 and is effective from January 1, 2026 through December 31, 2026 by the Grass Valley City Council.

\_\_\_\_\_  
Hillary Hodge, Mayor

Attest:

\_\_\_\_\_  
Taylor Whittingslow, City Clerk

**APPENDIX A – SALARY SCHEDULE**

City of Grass Valley Salary Schedule  
FY 2025-2026

Position	Hourly						Bi Weekly						Monthly						Annually					
	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
<b>Management/Supervisory Unit 1 January 1, 2026 - December 31, 2026:</b>																								
Animal Control Supervisor	31.23	-	34.61	-	40.76	-	2,498.20	-	2,768.92	-	3,260.68	-	5,412.78	-	5,999.33	-	7,064.80	-	64,953.30	-	71,991.99	-	\$ 84,777.57	-
Treatment Plant Superintendent-formerly Asst Chief TPO	51.82	-	57.14	-	66.94	-	4,145.31	-	4,570.86	-	5,355.17	-	8,981.51	-	9,903.53	-	11,602.86	-	107,778.10	-	118,842.33	-	\$ 139,234.32	-
Assistant Engineer	43.24	-	45.74	-	53.62	-	3,459.52	-	3,658.97	-	4,289.55	-	7,495.62	-	7,927.76	-	9,294.02	-	89,947.45	-	95,133.15	-	\$ 111,528.25	-
Assistant City Engineer	31.23	-	34.61	-	40.76	-	2,498.20	-	2,768.92	-	3,260.68	-	5,412.78	-	5,999.33	-	7,064.80	-	64,953.30	-	71,991.99	-	\$ 84,777.57	-
Associate Civil Engineer	51.82	-	57.14	-	66.94	-	4,145.31	-	4,570.86	-	5,355.17	-	8,981.51	-	9,903.53	-	11,602.86	-	107,778.10	-	118,842.33	-	\$ 139,234.32	-
Building Official	43.24	-	45.74	-	53.62	-	3,459.52	-	3,658.97	-	4,289.55	-	7,495.62	-	7,927.76	-	9,294.02	-	89,947.45	-	95,133.15	-	\$ 111,528.25	-
Community Engagement Specialist	31.23	-	34.61	-	40.76	-	2,498.20	-	2,768.92	-	3,260.68	-	5,412.78	-	5,999.33	-	7,064.80	-	64,953.30	-	71,991.99	-	\$ 84,777.57	-
Principal Planner	51.82	-	57.14	-	66.94	-	4,145.31	-	4,570.86	-	5,355.17	-	8,981.51	-	9,903.53	-	11,602.86	-	107,778.10	-	118,842.33	-	\$ 139,234.32	-
Utilities Superintendent- Replacing Utilities Superintendent/CTPO	43.24	-	45.74	-	53.62	-	3,459.52	-	3,658.97	-	4,289.55	-	7,495.62	-	7,927.76	-	9,294.02	-	89,947.45	-	95,133.15	-	\$ 111,528.25	-
Deputy Public Works Director	51.82	-	57.14	-	66.94	-	4,145.31	-	4,570.86	-	5,355.17	-	8,981.51	-	9,903.53	-	11,602.86	-	107,778.10	-	118,842.33	-	\$ 139,234.32	-
Information System Analyst I	31.23	-	34.61	-	40.76	-	2,498.20	-	2,768.92	-	3,260.68	-	5,412.78	-	5,999.33	-	7,064.80	-	64,953.30	-	71,991.99	-	\$ 84,777.57	-
Information System Analyst II	51.82	-	57.14	-	66.94	-	4,145.31	-	4,570.86	-	5,355.17	-	8,981.51	-	9,903.53	-	11,602.86	-	107,778.10	-	118,842.33	-	\$ 139,234.32	-
Information Technology Analyst	43.24	-	45.74	-	53.62	-	3,459.52	-	3,658.97	-	4,289.55	-	7,495.62	-	7,927.76	-	9,294.02	-	89,947.45	-	95,133.15	-	\$ 111,528.25	-
General Ledger Accountant	31.23	-	34.61	-	40.76	-	2,498.20	-	2,768.92	-	3,260.68	-	5,412.78	-	5,999.33	-	7,064.80	-	64,953.30	-	71,991.99	-	\$ 84,777.57	-
Senior Accountant	51.82	-	57.14	-	66.94	-	4,145.31	-	4,570.86	-	5,355.17	-	8,981.51	-	9,903.53	-	11,602.86	-	107,778.10	-	118,842.33	-	\$ 139,234.32	-
Senior Engineer	43.24	-	45.74	-	53.62	-	3,459.52	-	3,658.97	-	4,289.55	-	7,495.62	-	7,927.76	-	9,294.02	-	89,947.45	-	95,133.15	-	\$ 111,528.25	-
Senior Engineer/Deputy Director	31.23	-	34.61	-	40.76	-	2,498.20	-	2,768.92	-	3,260.68	-	5,412.78	-	5,999.33	-	7,064.80	-	64,953.30	-	71,991.99	-	\$ 84,777.57	-
Superintendent	51.82	-	57.14	-	66.94	-	4,145.31	-	4,570.86	-	5,355.17	-	8,981.51	-	9,903.53	-	11,602.86	-	107,778.10	-	118,842.33	-	\$ 139,234.32	-
Superintendent II	43.24	-	45.74	-	53.62	-	3,459.52	-	3,658.97	-	4,289.55	-	7,495.62	-	7,927.76	-	9,294.02	-	89,947.45	-	95,133.15	-	\$ 111,528.25	-



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Temby St Water Line Replacement Project - Authorization to Award Contract

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

**Recommendation:** That Council: 1) approve the findings that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), 2) authorize the City Engineer to award a contract to the lowest responsible bidder up to \$125,000, 3) authorize the Mayor to execute the construction contract, subject to legal review and, 4) 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:** 03/24/2026

**Date Prepared:** 03/19/2026

**Agenda:** Consent

**Background Information:** The Temby St Water Main Replacement Project involves water main and service line replacement, gate valve and hydrant installations, and hot mix asphalt pavement restoration. The segment to be replaced runs between Pleasant St and Columbia Ave and has required a number of emergency repairs over the last several years due to the age of the existing facilities

Bids will be received through March 19, 2026 and the Engineer's Estimate is \$110,000. Staff requests that Council authorize the City Engineer to award a contract to the lowest responsible bidder up to \$125,000, authorize the Mayor to execute the construction contract, subject to legal review and, authorize the City Engineer to approve construction change orders for up to 10% of the contract amount.

**Council Goals/Objectives:** The Temby St Main Replacement Project executes portions of work tasks towards achieving/maintaining Strategic Plan - Water & Wastewater Systems & Underground Infrastructure

**Fiscal Impact:** The project is fully funded with Water Rate Funds

**Funds Available:** Yes

**Account #:** 300-406-65340

**Reviewed by:** City Manager

**Attachments:**



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

**Title:** Wolf Creek Community and Connectivity Project - Authorization to Award Contract

**CEQA:** N/A - Consultant selection is a procedural action. CEQA review will be completed as part of the project work

**Recommendation:** That Council 1) authorize the City Engineer to execute a contract with GHD pending legal review, for Civil Engineering Design, Project Management and Environmental Services, in the amount of \$2,088,126.60 for the Wolf Creek Community and Connectivity Project

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

**Council Meeting Date:** 03/24/2026

**Date Prepared:** 03/19/2026

**Agenda:** Consent

**Background Information:** On December 17, 2025, Staff issued a Request for Proposals (RFP) for engineering services for the Wolf Creek Community and Connectivity Project. The project requires a full-service consultant to assist the City in project management; final alignment selection; environmental services; traffic modeling; surveying; geotechnical and structural services; hydrology and hydraulic services; preliminary and final engineering; public outreach; right of way clearance and the preparation of final project plans, specifications and estimate.

Two consultant firms submitted proposals, DCCM and GHD, and City Staff reviewed, evaluated the proposals and deemed both to be responsible and well qualified. Based on the selection criteria identified in the RFP all reviewers ranked the GHD proposal as the highest scoring and selected the GHD assembled team as the preferred consultant. Following contract negotiations, a total not to exceed cost of \$2,088,126.60 was agreed upon with GHD. The budgeted grant amount established for these phases of work totals \$2,100,000.

Staff recommends that Council authorize the City Engineer to execute a contract with GHD, for engineering, project management and environmental services for the Wolf Creek Community and Connectivity Project. The City's standard Professional Services Agreement template will be utilized for the contract, subject to minor revisions requested by GHD and as approved by legal counsel.

**Council Goals/Objectives:** A contract for Engineering Services executes portions of work tasks towards achieving/maintaining Strategic Plan Goal - High Performance Government and Quality Service

**Fiscal Impact:** Preliminary phases of the Wolf Creek Community and Connectivity Project were scheduled to be funded with \$1,895,000 in Active Transportation Program (ATP) Grant funds and \$205,000 of Local Funds. However, due to the makeup of GHD’s costs estimate for each phase, additional local funds, already allocated to the project, but scheduled for the construction phase may need to be pulled forward to fully fund the Project Approval and Environmental Document (PA&ED) work. Equivalent ATP grant funds saved in the Plans, Specifications and Estimate (PS&E) phase would subsequently be moved to a future year to make the Construction (CON) phase whole. Details of this transfer are still being worked out with the California Transportation Commission and will be reflected in budget requests for Fiscal Year 26/27, but no additional Local Funds, beyond prior commitments, are necessary at this time.

**Funds Available:** Yes

**Account #:** 300-406-63330

**Reviewed by:** City Manager

**Attachments:** Professional Services Agreement including Scope of Services and Fee Schedules,

## PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

(City of Grass Valley / *GHD Inc.*)

### 1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Grass Valley, a California municipal corporation (“City”), and GHD, Inc., a California Corporation (“Consultant”).

### 2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Engineering Design, Project Management and Environmental Services for the Wolf Creek Community and Connectivity Project**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of GHD's profession practicing in the same discipline and locality under similar circumstances .
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

### 3. DEFINITIONS

- 3.1. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 *et seq.*, (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 *et seq.*, (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 *et seq.*, or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 *et seq.*
- 3.2. “Scope of Services”: Such professional services as are set forth in Consultant’s **March 16, 2026** revised proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3. “Agreement Administrator”: The Agreement Administrator for this project is Bjorn Jones, City Engineer The Agreement Administrator shall be the principal point of contact at the City for

this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.4. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Two Million, Eighty Eight Thousand, One Hundred and Twenty Six and Sixty Cents (\$2,088,126.60).
- 3.6. “Commencement Date”: April 1, 2026
- 3.7. “Termination Date”: December 31, 2028

#### 4. CAMPAIGN CONTRIBUTIONS

This Agreement is subject to Government Code section 84308. Consultant shall disclose any contribution to an elected or appointed City official’s campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date or such earlier date as that statute may require, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City before, or concurrently with, Consultant’s execution of this Agreement and no later than the Commencement Date.

#### 5. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 19 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

#### 6. CONSULTANT’S DUTIES

- 6.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 6.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 6.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of

- the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 6.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 6.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same discipline and locality under similar circumstances. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 6.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 6.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Kamesh Vedula shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 6.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 6.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 6.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 6.11. **Records.** Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or

expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6.12. **Federal Requirements.** FEMA financial assistance may be used to fund all or a portion of this contract. Consultant shall comply with all federal requirements including, but not limited to, the following:

- 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.
- Federal Contract Provisions attached hereto as Exhibit C and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

## 7. SUBCONTRACTING

- 7.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 7.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 7.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed, and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

## 8. COMPENSATION

- 8.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

- 8.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 8.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 8.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 8.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 8.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 8.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 12, City shall have the right to withhold payments under this Agreement to offset that amount.

## 9. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

## 10. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## 11. RELATIONSHIP OF PARTIES

- 11.1. **General.** Consultant shall be a wholly independent contractor to the City under this Agreement.
- 11.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 11.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 11.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## 12. INDEMNIFICATION

- 12.1. **Definitions.** For purposes of this Section, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officials, officers, agents, employees and volunteers.
- 12.2. **Consultant to Indemnify City.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant's indemnification and defense obligations shall be reduced in

proportion to the established comparative liability of the City and shall not exceed Consultant's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

**Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 12.3. **Attorney Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses if it is adjudicated to have been non-negligent.
- 12.4. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 12.5. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 12.6. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 12.7. **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section complies therewith.

## 13. INSURANCE

13.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

13.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Wolf Creek Community and Connectivity Project
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

13.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance:                     \$1,000,000 per occurrence,  
   \$2,000,000 aggregate
- General Liability:
  - General Aggregate:                                     \$2,000,000
  - Products Comp/Op Aggregate                     \$2,000,000
  - Personal & Advertising Injury                     \$1,000,000
  - Each Occurrence   \$1,000,000
  - Fire Damage (any one fire)                     \$ 50,000
  - Medical Expense (any 1 person)                 \$ 5,000
- Workers' Compensation:
  - Workers' Compensation                             Statutory Limits
  - EL Each Accident                                     \$1,000,000
  - EL Disease - Policy Limit                         \$1,000,000
  - EL Disease - Each Employee                     \$1,000,000
- Automobile Liability
  - Any vehicle, combined single limit         \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the City as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 13.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 13.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 13.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 13.7. **Professional Liability Insurance or Errors & Omissions Coverage.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement. At the request of the City, Consultant can provide a letter of financial viability, which will affirm Consultant's commitment and capability to Client to meet our financial obligations

An employee of the City signing this Agreement may, in his or her sole discretion, waive the requirement for Professional Liability Insurance by initialing here:

Initials: \_\_\_\_\_

Name: \_\_\_\_\_

- 13.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 13.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of the City of Grass Valley must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation Insurance, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability

coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 13.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.
- 13.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured] Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Grass Valley, Attn: Bjorn Jones], 125 E. Main Street, Grass Valley, CA 95945.
- 13.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 13.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 13.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 13.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement. City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.
- 13.16. **Duty to Defend and Indemnify.** To the extent permitted by law, Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or early termination of this Agreement.

## 14. MUTUAL COOPERATION

- 14.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 14.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

## 15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Bjorn Jones  
 City of Grass Valley  
 Engineering Division  
 125 E. Main Street  
 Grass Valley, CA 95945  
 Telephone: (530) 274-4353  
 Facsimile: (530) 274-4399  
 With courtesy copy to:

Michael G. Colantuono, Esq.  
 Grass Valley City Attorney  
 Colantuono, Highsmith & Whatley, PC  
 420 Sierra College Drive, Suite 140  
 Grass Valley, CA 95945  
 Telephone: (530) 432-7357  
 Facsimile: (530) 432-7356

If to Consultant:

Kamesh Vedula  
 GHD Inc.  
 943 Reserve Drive  
 Roseville, CA 95678  
 Telephone: (916) 918-0622

## 16. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 6.11 (Records), paragraph 11.4 (Indemnification of CalPERS Determination), Section 12 (Indemnity), paragraph 13.8 (Claims-Made Policies), paragraph 14.2 (Consultant Cooperation in Defense of Claims), and paragraph 19.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 17. TERMINATION

- 17.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 17.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 17.4. **Remedies.** City retains all available legal and equitable remedies for Consultant's breach of this Agreement.

## 18. INTERPRETATION OF AGREEMENT

- 18.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 18.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 18.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 18.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## 19. GENERAL PROVISIONS

- 19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 19.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 19.3. **Multiple Phased Projects.** Pursuant to Government Code section 1097.6, Consultant's duties and services under this Agreement shall not include preparing or assisting City with any portion of City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with City. City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant, if any, pursuant to this Agreement.
- 19.4. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.5. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 19.6. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

- 19.7. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 19.8. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 19.9. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 19.10. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.11. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all such other rights, powers or remedies.
- 19.12. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 19.13. **Venue.** The venue for any litigation shall be Nevada County, California and Consultant hereby consents to jurisdiction in Nevada County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.14. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”  
City of Grass Valley

“Consultant”  
GHD, Inc.

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Attest:**

By: \_\_\_\_\_  
Taylor Whittingslow, City Clerk

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

**Approved as to form:**

By: \_\_\_\_\_  
Michael G. Colantuono, City Attorney

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

# Wolf Creek Trail

## City of Grass Valley

### Scope of Work

The following outlines our proposed scope of work based on the RFP, site visits, and our experience delivering similar projects. We would like to highlight, for consistency with the grant application, we have prepared our scope and fee for the PS&E phase of the project based on the preferred alignment. If the alternative alignments are chosen, we would need to re-evaluate the PS&E scope of work included in our scope and fee to reflect this change.

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## Task 1 – Project Management

GHD will provide contract management and quality control services throughout the duration of the project, including:

### 1.1 Project Management and Coordination

GHD will work together with the City to deliver this project. Project management tasks include monitoring work progress and budget expended against the level of completion of the project delivery as outlined in this scope of work. As part of this work GHD will:

- Prepare and update a detailed Critical Path Method (CPM) project schedule
- Coordinate with City staff and other agencies
- Manage subconsultants
- Oversee all the project components listed in this Scope of Work
- Define key issues and goals and coordinate responsibilities of the project team members
- Effectively manage budget
- Prepare invoices at the end of each month with progress report and the updated schedule as necessary
- Conduct monthly 30 minute project coordination and status update meetings
- Prepare meeting agendas and record meeting minutes and action items

### 1.2 Kickoff Meeting

Up to four (4) key GHD staff will organize and attend an in-person project kickoff meeting on City premises with the City of Grass Valley and City stakeholders to:

- Introduce key staff
- Review existing project documentation and environmental studies
- Review project objectives, constraints, and design criteria

- Review scope of services
- Review project schedule
- Review upcoming deliverables
- Establish a meeting schedule
- Establish communication channels
- Establish a Project Development Team (PDT)

### 1.3 Project Development Team (PDT) Meetings

GHD's Project Manager and select team members will organize and attend the following virtual PDT meetings via Microsoft Teams (unless otherwise noted) at every milestone listed below:

- 30%, 70%, and 90% Submittals
- Up to twelve (12) Virtual Project Development Team (PDT) meetings with up to 4 GHD staff members
- Up to four (4) virtual focus meetings

Additionally, this task includes up to four (4) additional focus meetings with stakeholders, two (2) of which can be held in-person at City premises.

### 1.4 Quality Assurance / Quality Control (QA/QC)

GHD will develop a comprehensive QA/QC program, including a formal, project-specific plan for submittal to the City. This plan will be actively maintained throughout the duration of the project, with all deliverables monitored to ensure conformance with QA/QC standards. GHD will verify all calculations, deliverables, and related work through independent review processes to ensure accuracy. Exhibits and plans will undergo thorough checking, correction, and back-checking to confirm completeness and precision. All quantities will be rigorously validated in accordance with the QA/QC Plan to maintain both accuracy and compliance with contract requirements. To support this effort, the GHD team includes two dedicated QA/QC leads focused on maintaining the highest standards of quality.

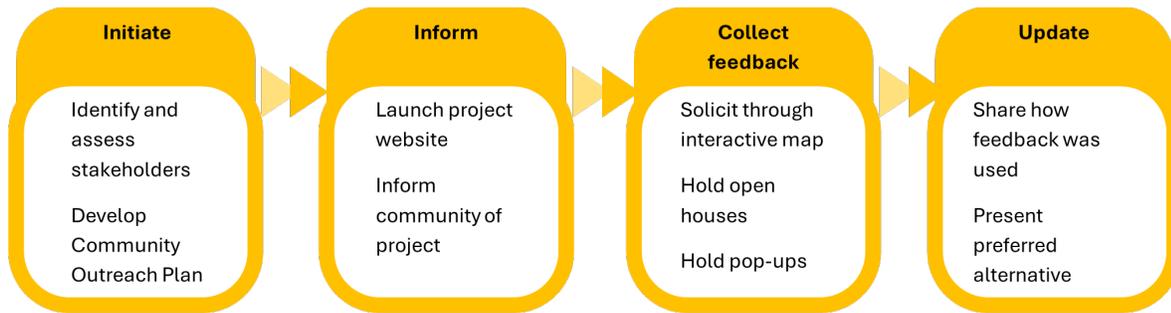
#### Task 1 Deliverables:

- Memorandum identifying the project team, team member responsibilities, key issues, and project goals
- Monthly invoices, progress reports and updated project schedule
- Meeting coordination, agendas, meeting minutes and action items
- QA/QC Plan

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## TASK 2 – Community Outreach

The figure below provides an overview of major components of the proposed scope to respond to your request for a comprehensive public outreach effort, balancing considerations of effort with likely benefits, and seeking opportunities to engage the public to have meaningful impact on project decisions



## 2.4 Open Houses

GHD will attend up to two (2) Open Houses for the community to provide information and collect feedback. The City of Grass Valley will facilitate the open houses

For budgeting purposes, it is assumed that one Open House will be held during PAED and one during PS&E. Each Open House will be designed for in-person participation, , printed display boards or posters, subject matter experts posted at topic-specific stations, printed comment cards, and digital comment collection via the City facilitated Project Website.

### Task 2.4 Deliverables:

- Draft and Final Display Boards or Posters
- Printed Display Boards or Posters (up to five(5))
- Draft and Final Comment Cards
- Printed Comment Cards (up to fifty(50))

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## TASK 3 – Existing Conditions Review

### 3.1 Existing Documents Review

The GHD team will review existing documentation relating to previous investigations, studies and design work including but not limited to:

- Previous Environmental Studies conducted by previous consultants
  - Draft Initial Study/Mitigated Negative Declaration (ISMND)
- As-Built drawings of existing grading and roadway improvements and structures
- Right-of-way and centerline mapping for project site
- Topographic survey
- Aerial Mapping

- Previous plans and CAD files developed by our teaming partner RDG

It is assumed the City will provide a copy or functioning weblink for all the documents and data indicated above prior to beginning the Existing Documents Review task. GHD will summarize their review of existing documents and prior technical work done in an existing document review memorandum.

### 3.2 Site Visits

After Task 4.1 Existing Documents Review is completed, the GHD team will prepare site visit exhibits to evaluate existing conditions in field and potential constraints. The GHD team will perform a maximum of three (3) site visits corresponding to the following milestones: existing conditions review, after 30% draft milestone and after 70% draft milestone. GHD will provide all site visit photos and notes to the City. It is assumed the City staff will attend the site visits with GHD staff to address opportunities, challenges, and our proposed solutions.

#### Task 3 Deliverables:

- Existing Conditions Memorandum
- Site Visit Exhibits
- Summary of Site Visit Findings and Photos

## TASK 4 – Surveying and Base Mapping

UNICO will provide the following services necessary to complete its portion of the project.

### 4.1 Survey Control

UNICO will utilize City approved NAD83, California State Plane Coordinates horizontal and NAVD88 vertical controls as the basis of the survey. UNICO will research nearby City controls and perform measurements, adjustments and level loops of all benchmarks and controls used for the project. UNICO will set durable control points along the project to be preserved for utilization of surveys and future construction control

#### Task 4.1 Deliverables

- Control Report
- Basis of Bearing
- Elevation Note

### 4.2 Supplemental Topographic Survey

By means of conventional survey methods, UNICO will perform a design level (non-aerial) survey of the project limits to supplement the City provided base mapping. The limits are identified as follows:

- Segment 2b – From City Parking Lot at 309 Mill Street to a point across Wolf Creek, totaling 0.2 miles.
- Segment 4 – East of Bennett Street towards Kidder Cemetery to Railroad Avenue, totaling 0.6 miles
- Segment 5 – East of Railroad Avenue to Centennial Drive, totaling 0.5 miles

UNICO will perform topographic surveys to include, but are not limited to, trail conforms, ground surface, grade breaks, curbs, gutters, sidewalk, curb ramps, pavement, AC slopes, tops and slopes of the creek, flowlines, ditches, striping, utilities, poles, signs and other visible features within the project alignment. UNICO will locate signals, valves, inlets, monuments, manholes, boxes, poles, fences, walls, trees (DBH, size and type, if known), and other

visible features. UNICO will perform detailed surveys of any structures such as abutments, walls, columns, pillars, soffit height, ground and creek cross sections. UNICO will survey a width along the alignment sufficient for design alternatives. Measure downs to relevant sewer and drain structures will be performed to include depth, pipe size and flow direction. UNICO will map all topographic features in AutoCAD format to include full mapping, 1' contours and 3D surface.

#### Task 4.2 Deliverables

- AutoCAD Base File
- Point Files

### 4.3 Right of Way Mapping and Boundary Mapping

UNICO will survey and map the existing right of way and parcel boundaries along the project alignment. UNICO will research record maps, deeds, corner cards and other record information to survey and map the right of way. UNICO will search for monuments, iron pipes, monument wells and other record monumentation along the project alignment. UNICO will map the right of way and parcel boundaries from readily available recorded information. UNICO will request City to provide title reports for all properties that may be impacted by the project. All found monuments in the roadway will be mapped into the base file as a means to preserve or perpetuate monuments at later phases of the project.

#### Task 4.3 Deliverables

- AutoCAD Base File
- Maps and Right of Way Documents

### 4.4 Temporary Construction Easements (TCE)

UNICO will prepare plats, legal descriptions and closure calculations for TCE purposes. The exact number and locations will be better understood during design. For this proposal, UNICO will prepare five (5) TCE plats and legal descriptions. UNICO will prepare preliminary plats and legal descriptions for review. Upon approval, UNICO will prepare final signed and stamped plats and legal descriptions.

#### Task 4.4 Deliverables

- Plats and Legal Descriptions (5)

## TASK 5 – Caltrans Approval Documents and Coordination

The work in Caltrans Right of Way qualifies for processing under the Project Delivery Quality Management Assessment Process (QMAP), thus the scope assumes a Project Report will be required.

### 5.1 Caltrans Coordination and PDT Meetings

GHD will coordinate with Caltrans throughout the QMAP and Encroachment Permit process.

GHD will schedule an initial project meeting with Caltrans Project Manager and City staff. The purpose of this meeting is to ensure mutual understanding of the intended process, its objectives, milestones and products, identify PDT members, and to refine the work program and project schedule.

GHD will then coordinate a project kick-off meeting with the selected PDT members. The purpose of this meeting is to introduce the project, identify the roles and responsibilities of the PDT, identify the intended project goals and objectives, and the project schedule which will focus on key milestones and deliverables.

It is assumed up to six (6) additional PDT meetings will be scheduled through completion of the project. GHD will participate at each of these meetings and will provide all PDT meeting coordination and oversight, including the preparation of meeting minutes summarizing actions taken, actions to be taken, and responsible party.

## 5.2 Project Report

GHD will prepare a Project Report (PR) in accordance with the current Caltrans Project Development Procedures Manual (PDPM). GHD will prepare a draft PR and submit to City and Caltrans for review. Comments received on the draft PR will be reviewed and identified issues or concerns will be addressed. Following resolution of all comments and issues identified with the draft PR, one (1) copy of the final PR with original engineer's stamp and signature will be submitted for Caltrans final approval and signatures.

## 5.3 Nonstandard Design Features

GHD will prepare a Design Information Bulletin (DIB) 78 "Design Checklist" as required by Caltrans. The geometrics of the proposed facility will be checked for nonstandard features, and a list of mandatory and advisory design exceptions will be identified and submitted to Caltrans for review and comments. The scope assumes the preparation of one Design Standard Decision Document (DSDD) for up to three (3) exceptions and that the Caltrans district and headquarters functions are supportive of the exceptions.

## 5.4 Stormwater Data Report (SWDR)

GHD will prepare a SWDR. It is assumed that the long form will be required. GHD will prepare a draft SWDR and submit it to City and Caltrans for review. Comments will be reviewed and incorporated and a final SWDR will be submitted to Caltrans.

## 5.5 Caltrans Encroachment Permit

GHD will coordinate with City and Caltrans throughout the Encroachment Permit Process. GHD will prepare, on behalf of the City, and submit the Caltrans Encroachment Permit. In addition to design plan sheets, the following supporting information will be prepared by GHD in support of the Caltrans Encroachment Permit:

- CEM-1302 Construction Work Zone Speed Limit Reduction Determination
- CEM-1302 Construction work Zone Positive Protection Determination
- CEM 5773 ADA Certification
- Utility Encroachment Variance Request
- Access Control Modification

### Task 5 Deliverables:

- Draft and Final Project Report
- DIB 78-04 Checklist
- Draft and Final DSDD
- Draft and Final SWDR
- Caltrans Encroachment Permit (TR-0112)

## TASK 6 – Preferred Alignment Development and Preliminary Engineering

Using the findings from Tasks 5, GHD will develop a preferred trail alignment in close collaboration with Restoration Design Group (RDG). By leveraging RDG's existing project knowledge, design files, and familiarity with previous concepts, GHD will refine and advance the trail alignment so that it reflects current field conditions, agency feedback, constructability considerations, and opportunities for cost savings.

### 6.1 Existing Documents Review

The GHD team will review existing documentation relating to previous investigations, studies and design work including but not limited to:

- Previous Environmental Studies conducted by previous consultants
  - Draft Initial Study/Mitigated Negative Declaration (ISMND)
- As-Built drawings of existing grading and roadway improvements and structures
- Right-of-way and centerline mapping for project site
- Topographic survey
- Aerial Mapping
- Previous plans and CAD files developed by our teaming partner RDG

It is assumed the City will provide a copy or functioning weblink for all the documents and data indicated above prior to beginning the Existing Documents Review task. GHD will summarize their review of existing documents and prior technical work done in an existing document review memorandum.

### 6.2 Site Visits

After Task 6.1 Existing Documents Review is completed, the GHD team will plan site visits to determine existing field conditions and potential constraints. The GHD team will provide two (2) additional site visits corresponding to the following milestones: after 30% draft milestone and after 70% draft milestone. GHD will provide all site visit photos and notes to the City. It is assumed the City staff will attend the site visits with GHD staff to address opportunities, challenges, and our proposed solutions.

### 6.3 Trail Alignment Alternatives Analysis

GHD, working closely with RDG, will reevaluate and refine the trail alignment based on topographic constraints, environmental considerations, ROW limitations, and City priorities. At the project kickoff meeting, GHD will discuss the concept presented in this proposal and confirm the City's objectives for alignment refinements.

GHD will prepare up to two conceptual alignment alternatives, each providing a general horizontal and vertical alignment sufficient for evaluating feasibility and selecting a preferred alternative. These concepts will not include detailed grading or engineering design.

The alternatives analysis will include the following segment specific evaluations:

#### **Segment 2b Realignment**

- Redesign Segment 2b to begin at the City's 309 Mill Street parking lot.
- Develop a revised concept for a new bridge crossing over Wolf Creek, connecting to the east side alignment.
- Coordinate with RDG to integrate geometric, structural, and hydraulic considerations from prior designs.

#### **Segment 4 Reevaluation**

- Assess an alignment east of Bennett Street to reduce reliance on Caltrans ROW and minimize associated costs.
- Evaluate a routing that climbs toward Kidder Cemetery before descending toward Railroad Avenue.
- Compare alternatives with the existing RDG concept to identify opportunities for improved constructability, reduced impacts, and cost efficiency.

#### **Segment 5 Reevaluation**

- Explore an alignment east of Railroad Avenue that avoids Idaho Maryland Road frontage.
- Evaluate a more scenic alignment south of Wolf Creek that connects to Centennial Drive.
- Coordinate with RDG to ensure transition compatibility with adjacent trail segments.

## **6.4 Preliminary Engineering**

Upon City selection of a preferred alignment, GHD will complete preliminary engineering to update the design to the 30% level. This work will build on the original 30% design prepared by RDG while incorporating the updated alignment, new field information, and any revised project objectives.

GHD will prepare updated 30% design plans in accordance with standards stated in task 12. Plan sheets are anticipated to include, at a minimum:

- Title Sheet
- Typical Sections
- Layouts (Plan/Profile)

Preliminary ROW and easement needs will be identified on the 30% design plans.

### ***6.4.1 Preliminary Design Pedestrian Bridge Type Selection***

This task includes the development of, a General Plan, and a Preliminary Engineers Estimate of Probable Construction Cost for a clear span, bridge with a span of approximately 80 ft. supported on concrete, short-seat type abutments. Two bridge alternatives will be considered in the preliminary design including a prefabricated steel truss bridge and a railcar bridge.

Consultant will develop General Plan drawings depicting the layout and typical sections of the pedestrian bridge crossing structure with enough detail to develop a preliminary cost estimate of the proposed alternative for use in the Structures Type Selection Design Memorandum. Consultant will evaluate the structure alternative considering the superstructure type and profile with respect to the hydraulic design discharge and freeboard requirements provided by the project hydraulic engineer. Foundation types will be examined for constructability and scour. Throughout this evaluation, constructability will be reviewed and modifications will be made to maximize constructability and minimize overall project costs.

After development of the General Plan drawings, Consultant will prepare preliminary Engineers Estimate of Probable Construction Cost. Preliminary bid item lists for the bridge crossing will be prepared and preliminary quantities based on the General Plans will be developed.

#### *6.4.2 Preliminary Design Special Design Retaining Wall Type Selection*

Under this task, Consultant will perform preliminary engineering and develop 30% design level structure documents for each of retaining walls listed below that include general layout plan and typical sections for the retaining wall. Consultant will evaluate potential retaining structure alternatives and coordinate with the Project Lead to develop a preferred structure layout and type for consideration in the project final design. Layout for the retaining wall will be determined based on the pathway layout provided by the Project Lead. It is assumed that Caltrans will require a separate TSR for each of the special design retaining walls located within Caltrans right-of-way. Consultant will develop a draft for each of the retaining walls listed below in general conformance with the Caltrans OSFP Information and Procedures Guidelines and Caltrans Memo To Designers (MTD) 1-29. Comments from the Project Lead, City, and Caltrans OSFP will be incorporated into a final TSR for each of the structures. This task assumes that the Project Lead will coordinate and obtain approval of the project geomatics, including the pathway alignment, with Caltrans District 3 and that the project geotechnical engineer will complete a Preliminary Foundation Report (PFR) for inclusion in the draft TSR.

The following task items are for the development of a draft and final TSR for each identified structure listed:

- Segment 2a Retaining Wall No. 1. This task includes the development of a TSR, General Plan and Preliminary Engineers Estimate of Probable Construction Cost for 560 ft. long retaining wall with a maximum retained height of approximately 5 ft. It is anticipated that this retaining wall will consist of a soldier pile retaining wall.
- Segment 4 Retaining Wall No. 1. This task includes the development of a TSR, General Plan and Preliminary Engineers Estimate of Probable Construction Cost for 950 ft. long retaining wall with a maximum retained height of approximately 11.5 ft. It is anticipated that this retaining wall will consist of a soil nail retaining wall.
- Segment 4 Retaining Wall No. 3. This task includes the development of a TSR, General Plan and Preliminary Engineers Estimate of Probable Construction Cost for 430 ft. long retaining wall with a maximum retained height of approximately 8.5 ft. It is anticipated that this retaining wall will consist of a soil nail retaining wall.
- Structure Type Selection Meeting. If required as part of the TSR for the retaining walls, Consultant will prepare for and attend a Structure Type Selection Meeting at Caltrans District or Headquarters offices. The Structure Type Selection Meeting will be used to discuss the overall project, the preferred alternatives and critical project decisions that will be required for final design. Attendees at the Structure Type Selection Meeting will be the City's project manager, the Project Lead's project manager and staff, members of the PDT including the Geotech engineer, Caltrans OSFP Structure Liaison Engineer and other required Caltrans technical liaisons. Consultant will organize the meeting with Caltrans OSFP and provide the meeting agenda. Following the meeting, Consultant will develop draft meeting minutes to be distributed to the attendees. For the scope of services, it is assumed that only one Type Selection Meeting will be required and that all the retaining walls will be discussed at that one meeting.

#### *6.4.3 Preliminary Design Standard Retaining Wall Support*

This task includes support to the Project Development Team for the development of preliminary typical sections for Caltrans Standard Plan retaining walls not requiring special design or a TSR. It is assumed that the Project Lead will provide wall layout and profile information on the preliminary pathway drawings. Consultant will provide

typical sections of the retaining walls and will provide a cost/square foot to the Project Lead for incorporation into the overall project estimate. This task assumes a maximum of 2 locations and a maximum retained height of the retaining walls of up to 5 ft.

## 6.5 Preliminary Engineer's Estimate

GHD will prepare a preliminary project bid item list on a City-provided template, quantify bid items and provide a preliminary Engineer's Estimate as part of the Preliminary Plan submittal. The summary of quantities and corresponding unit prices will be independently checked and based on Caltrans Cost Data, plus any recent bid data provided by the City. This estimate will follow the format of the Caltrans preliminary cost estimating spreadsheet. GHD will disclose any assumptions made in preparing the preliminary Engineer's Estimate.

### Task 6 Deliverables:

- Preferred Alignment Exhibits for Segments 2, 4 and 5
- Preliminary 30% Plans
- Preliminary Engineers Estimate
- General Plan
- Bridge General Plans
- Structure Type Selection Meeting Minutes

### Key Assumption:

- ➔ Up to 2 rounds of alternative analysis for alignment determinations.

## TASK 7 – Environmental Services and Permitting

### 7.1 CEQA Revalidation and Supplemental Documentation

GHD will review the 2023 Initial Study/Mitigated Negative Declaration (IS/MND), associated technical studies, and prepare an updated project description to determine how the revised preferred alignment affects previous environmental conclusions. This will include evaluating new project components such as the proposed bridge crossing in Segment 2 and revised trail sections in Segments 4 and 5, including planned improvements on the south side of Wolf Creek. Following this review, the GHD will prepare the following supplemental technical memos and studies to identify whether the prior conclusions remain valid or whether changes warrant preparation of an Addendum or other CEQA document.

#### *7.1.1 Supplemental Biological Resources Technical Memo*

GHD will conduct updated biological field assessments in areas not previously surveyed, specifically the new bridge location within Segment 2 and the reconfigured alignments within Segments 4 and 5. A Supplemental Biological Resources Technical Memorandum will be prepared to describe existing biological conditions, evaluate potential effects on sensitive species and habitats, and identify necessary mitigation or refinements to previously adopted measures. This memorandum will ensure that the revised project footprint remains fully compliant with CEQA biological resource requirements.

#### *7.1.2 Supplemental Archaeological Resources Evaluation*

GHD, with our subconsultant ECORP, will prepare an archaeological resources supplement addressing areas of potential disturbance not evaluated in the earlier studies. This will include updated records searches, field surveys

where feasible, and analysis of archaeological sensitivity within the modified alignment areas of Segments 4 and 5. The supplemental report will identify any newly discovered cultural resources or potential for subsurface deposits, recommend appropriate avoidance or treatment measures, and prepare confidential site documentation as needed for CEQA compliance.

### *7.1.3 Historic Resources Assessment for Cemetery-Adjacent Alignment*

Because the revised Segment 4 alignment passes adjacent to the Old Grass Valley City Cemetery (Odd Fellows and Masonic Cemetery), GHD and our subconsultant ECORP, will prepare a Historic Resources Assessment evaluating potential effects on these historic-era burial grounds. This assessment will establish the historical context of the cemeteries, evaluate the project's potential to affect contributing features or setting, and recommend design adjustments or protective measures as appropriate. The completed assessment will meet CEQA and Secretary of the Interior's Standards requirements and will be prepared for inclusion in the environmental record.

## 7.2 Coordination with Project Design and Integration of Mitigation

GHD's environmental staff will coordinate closely with City staff and the design team to ensure that the findings of all supplemental studies, including biological, archaeological, and historic resources, are fully integrated into the evolving project plans. Environmental staff will provide review comments on preliminary engineering plans to confirm consistency with required mitigation measures and environmental constraints.

## 7.3 Preparation and Circulation of Subsequent MND or Addendum, and Final CEQA Deliverables

Based on the results of the CEQA revalidation process and supplemental technical studies, GHD will determine, together with the City of Grass Valley, whether the modifications to the project necessitate preparation of a Subsequent Mitigated Negative Declaration (MND) or whether an Addendum to the previously adopted 2023 MND is sufficient under CEQA. If the analysis demonstrates that new or more severe impacts may result from the revised alignment, GHD will prepare an Administrative Draft, Draft, and Final Subsequent MND, incorporating updated impact analyses, revised mitigation measures, and all biological, archaeological, and historic resource supplements. GHD will also support the City in conducting the required public review and circulation period, including preparation of the notices, managing public distribution, and assisting with responses to public and agency comments. However, if it is determined that an Addendum is adequate for CEQA compliance, GHD will prepare an Addendum in lieu of a Subsequent MND, documenting the basis for relying on an Addendum and incorporating the necessary supplemental environmental information.

## 7.4 Environmental Permitting for Segment 2 Bridge over Wolf Creek

The project is not anticipated to include any impacts to areas under the jurisdiction of the Army Corps of Engineers (Corps). However, areas under the jurisdiction of the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB) would occur. GHD will complete the following permit applications for the project:

- Lake and Streambed Alteration Agreement (LSAA) – GHD will prepare the LSAA application package and will respond to California Department of Fish and Wildlife (CDFW) comments on the application package, as necessary. The permit application package will incorporate the results of applicable biological and environmental analyses, including any avoidance and minimization measures for special-status species.
- Water Quality Order No. 2004-004 DWQ – GHD will prepare a Notice of Intent (NOI) to comply with Water Quality Order No. 2004-004 DWQ. This will include a brief mitigation plan to replace or restore habitat disturbed by construction activities.

## Task 7 Deliverables:

- ➔ Supplemental Biological Resources Technical Memorandum
- ➔ Supplemental Archaeological Resources Evaluation
- ➔ Supplemental Historic Resources Assessment
- ➔ Draft Addendum or Subsequent MND, depending on CEQA revalidation outcomes
- ➔ Public circulation materials (if a Subsequent MND is required)
- ➔ Final CEQA document (Addendum or Subsequent MND)
- ➔ Draft and Final Permit Applications

### Key Assumptions:

- ➔ Access to all areas of the revised alignment (Segments 2, 4, and 5) will be granted for biological, cultural, and historic field surveys.
- ➔ The scope assumes limited new ground disturbance beyond the revised alignment areas identified; substantial expansion may require contract amendment.
- ➔ Preparation of a Subsequent MND will occur only if the CEQA revalidation identifies new significant impacts or increases in severity; otherwise, an Addendum will be prepared.
- ➔ No federal NEPA compliance, ESA consultation, or Section 106 compliance is included unless separately authorized.
- ➔ Specialized studies beyond biological, archaeological, and historic resources (e.g., noise, air quality, traffic, hydrology) are not anticipated or included in this scope of work.

### Key Assumptions

- There are no project elements southwest of the pedestrian bridge.
- Project elements not included in the project description above are not included in this scope.
- Travel for PDT or other team meetings is not required.
- The City will provide a no-fee encroachment permit;
- The preferred alternative for the proposed trail and ERS is chosen prior to field exploration.
- Access and/or rights-of-entry will be provided to private properties (if needed).
- The proposed wall alignment will be surveyed/staked by others prior to the start of field investigation.
- Borings can be drilled during daytime work hours on the shoulder and a construction zone enhanced enforcement program (COZEEP) with CHP escort and night work is not required.
- Our field work within the Caltrans Right-of-Way will be performed under a Caltrans Encroachment Permit obtained by others. If Crawford is required to obtain a Caltrans Encroachment Permit, an additional fee (\$5,000 minimum) would apply.
- Completed boring locations will be marked by Crawford after completion for others to survey (City of Grass Valley).
- A Preliminary Foundation Report for the pedestrian bridge is not included. If one is required, an additional fee of \$15,000 will be necessary.
- Searches for Activity Use Limitations or environmental liens are not included.
- No infiltration testing is required.
- A borrow site evaluation is not included.

## TASK 9 – Utility Coordination

### 9.1 Utility A Letters

GHD will obtain existing utility data provided by the City and/or available through public, online sources, to determine which agencies and owners have utility facilities within the Project limits. GHD will prepare and submit formal utility information request letters (“A” Letters) to utility owners with facilities in the Project vicinity. This correspondence will include preliminary drawings and a copy of any formal work authorizations by the City. The documentation will be placed on letterhead provided by the City or in blank word documents for the City to place on letterhead. The City will provide the signatory authority on the information request cover letter.

GHD will compile all utility information provided in responses to the “A” Letters into a single base map in AutoCAD format.

### 9.2 Utility B Letters and Conflict Maps

GHD will evaluate existing utility mapping in comparison with the proposed project improvements and determine potential conflicts that would require relocation.

GHD will prepare and submit formal utility conflict notification letters (“B” Letters) to utility owners that own facilities in the Project vicinity and present possible alignment conflicts (horizontal and/or vertical). This correspondence will include preliminary drawings, showing the impact to their facilities, as well as an anticipated schedule of roadway improvement work. This Task will include meetings and the sharing of design information towards the goal of conflict resolution, via changes in design to avoid conflict, mitigation of impacts, or relocation design efforts. The documentation will be placed on letterhead provided by the City or in blank word documents for the City to place on letterhead. The City will provide the signatory authority on the information request cover letter.

### 9.3 Potholing

Where existing utilities may conflict with the proposed project improvements, GHD will perform targeted utility potholing to verify horizontal and vertical locations. GHD will coordinate all potholing activities with the applicable utility owner(s) and obtain a no cost encroachment permit from the City prior to beginning work. GHD will contact USA 811 in advance of any excavation and will provide all necessary traffic control to safely complete the work. GHD will prepare a potholing exhibit showing pothole locations and the surveyed horizontal and vertical positions of existing utilities for incorporation into the project design.

### 9.4 Utility C Letters and Relocation Design Coordination

If a utility relocation is unavoidable, GHD will prepare and submit formal utility notices (“C” Letters) to affected utility owners. This Task includes finalizing all relocation design documents and formalizing all relocation documentation. The City of Grass Valley will provide the signatory authority on the utility relocation notification cover letter. For budgeting purposes, it is assumed the only utility relocation notices for up to 3 different utility purveyors.

GHD will host up to three virtual coordination meetings with impacted utility owners to discuss the project. GHD will also hold up to two in-field meetings with utility purveyors. GHD will prepare and distribute the agenda and meeting notes.

### 9.5 Utility Certification and Relocation Documentation

GHD will prepare utility relocation documentation pursuant to Caltrans Local Assistance Procedures Manual Chapter 13 necessary for the Right of Way Certification Package. This documentation includes Liability Determination coordination, Reports of Investigation, and Notice to Owner, and Utility Agreements.

### Task 9 Deliverables:

- A, B, C letters
- Utility Certification
- Potholing Plan
- Coordination with Agencies and attendance at meetings

## TASK 10 – Geotechnical Engineering Services and Report

### 10.1 Coordination, Obtain Permits, and Mark for USA

For this task, Crawford will:

Determine exploration locations, determine site access, and mark our exploration locations for USA North 811;

Coordinate a private utility locator for test boring locations within Caltrans ROW, and meet with the utility locator on-site;

Obtain a Nevada County Environmental Health Permit for our test borings;

Obtain a City of Grass Encroachment Permit; and

Coordinate our test borings under the master Caltrans Encroachment Permit obtained by others.

### 10.2 Subsurface Exploration

Crawford will conduct a subsurface exploration program to characterize the subsurface conditions along the preferred trail alignment and the alternative trail alignment. Following type-selection, Crawford will perform a site-specific foundation study to evaluate the subsurface conditions for foundation design of the selected ERS alternatives proposed in Segments 2 and 3. Crawford will drill, log, and sample the following test borings:

Five test borings for the ERS, 15 to 50 ft deep, refusal dependent;

Two test borings for the pedestrian bridge, 30 to 50 ft deep, refusal dependent;

Up to eight test borings to 5 to 10 feet deep (or refusal) for the preferred trail alignment and non Caltrans-ERS (spaced at about 1,000 to 1,500 feet); and

The drilling contractor will advance the test borings with a rubber-tired, truck and/or track-mounted drill rig using 6 to 8-inch-diameter hollow, solid stem augers, and/or rotary wash methods, and/or rock coring methods. Standard Penetration Testing and California Modified sampling will be performed within borings to obtain samples and blow count information. A Crawford engineer/geologist will direct the sampling and log the borings consistent with current Caltrans procedures/requirements. At a minimum, we will sample continuously in soil in the upper 5 feet and at 5-foot intervals thereafter. Bulk samples of near-surface soil will also be collected. Once rock is encountered, we will switch over to HQ continuous coring. Surface and groundwater conditions will be noted

where encountered. Traffic control will be provided with City and Caltrans requirements. The test borings will be backfilled per County requirements, and the drill cuttings will be spread on-site

### 10.3 Laboratory Testing

Crawford will complete the following laboratory tests on bulk and relatively undisturbed samples obtained from the test borings (as appropriate):

Moisture Content and Unit Weight for bearing capacity and lateral capacity;

Unconfined Compression and/or Direct Shear testing, for bearing resistance and lateral capacity;

Sieve Analysis and Plasticity Index for soil classification;

R-Value for pavement design;

Corrosivity – pH and Minimum Resistivity, Sulfate Content, Chloride Content; and

Determination of Asbestos Content of Serpentine Aggregate.

### 10.4 Engineering Analysis and Geotechnical Reports

Crawford will perform engineering evaluation and analysis for the following: bearing resistance; axial capacity, lateral capacity; lateral earth pressures, site seismicity, including procedures consistent with current Caltrans Seismic Design Criteria to determine the site acceleration response spectrum (ARS); liquefaction potential; pavement; and soil corrosivity.

Crawford will prepare a Foundation Report (FR) for Engineered Retaining Structures (ERS) that will include all proposed ERSs and the pedestrian bridge, consistent with current Caltrans guidelines, for review and comment by the design team. The report will provide a project description and a summary of the geotechnical investigation, laboratory test program, geotechnical conditions, groundwater conditions, description of the existing facilities and as-built information, and scour considerations as applicable (based on Hydraulics Report prepared by others). Earth materials and foundation conditions will be discussed, including seismic criteria and the design ARS curve. The report will discuss the structure foundation conditions/constraints, analysis methods, recommended type, liquefaction potential, soil corrosivity, bearing resistance and lateral earth pressures (for shallow foundation structures), axial resistance results and L-Pile parameters (for deep foundation structures), and include construction considerations and notes for specifications. The report will also include/address site preparation and grading, as necessary.

We will also include a vicinity map, geologic map, Log of Test Borings (LOTB) drawing, fault map, and laboratory test results.

Crawford services for this task also include allowance for the Caltrans review process to respond to review comments if/as needed. We will contact or meet with Caltrans if necessary to rectify comments received on the draft report for concurrence and include comment responses in the final report.

Following receipt of all draft FR review comments and concurrence, Crawford will prepare and submit a Final FR incorporating the comments as necessary.

### 10.5 Geotechnical Design Report (GDR)

Crawford will complete a Geotechnical Design Report (GDR) to address the proposed trail alignment. A draft GDR will be prepared and will include a project description and a summary of the geotechnical investigation, laboratory test program, geotechnical conditions, groundwater conditions, description of the existing facilities and as-built information. The report will also include analysis methods and geotechnical recommendations for structural

pavement sections and recommendations for flatwork (as appropriate) and grading and construction, which may include ground preparation, materials excavation, placement, and compaction. We will also include a vicinity map, geologic map, site plan with the test boring locations, fault map, test boring logs, and laboratory test results.

Crawford services for this task also include allowance for the Caltrans review process to respond to review comments if/as needed. We will contact or meet with Caltrans if necessary to rectify comments received on the draft report for concurrence and include comment responses in the final report.

Following receipt of all draft GDR review comments and concurrence with the design team, the City, and Caltrans, Crawford will prepare and submit a Final GDR incorporating the comments as necessary.

## 10.6 Document Review and Consultation

Crawford will provide consultation on geotechnical topics and perform a geotechnical review of the preliminary plans (30% or 90%) and final (100%) plans/specifications and provide comments to the design team.

## 10.8 Initial Site Assessment

Crawford will prepare an Initial Site Assessment (ISA) to evaluate the project site and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the project. The ISA will be prepared in accordance with the procedures set forth in ASTM E1527-21 and Caltrans' Standard Environmental Reference, Chapter 10. Crawford will implement the following tasks to prepare the ISA.

**Physical Setting Review:** The ISA will include a summary of geologic conditions underlying the project site based on readily available geologic mapping from the US Geological Survey (USGS) and the California Geological Survey (including assessing potential for naturally occurring asbestos); and a summary of hydrogeologic conditions (including depth to groundwater and regional groundwater flow, if readily available) based on information from websites maintained by the State of California.

**Historical Land Use Review:** Environmental Risk Information Service (ERIS) will provide historical aerial photographs, USGS topographic maps, city directories, and Sanborn fire insurance maps (where available) for the project site and vicinity. Crawford will review these data to develop a history of general property uses for the project site and surrounding parcels back to the project site's first development, or 1940, whichever is earlier.

**Records review:** ERIS will also conduct a computerized search of federal, state, local, and tribal environmental agency database records. These database records will be reviewed for information pertaining to the project site and nearby properties within ASTM standard search radii applicable to each database. The databases searched will include, at a minimum, all databases specified in ASTM E1527-21.

**Site Reconnaissance:** Crawford will perform a driving and walking reconnaissance of the preferred project alignment and alternative routes identified in the RFP to observe current site conditions. Conditions on adjacent parcels will be observed from the public right-of-way. This reconnaissance will include observations of uses and storage of hazardous materials and wastes within and adjacent to the project alignment, including general conditions with regard to the presence of underground and above ground storage tanks, drums, wells, electrical equipment, vegetation, odors, and sewage/waste disposal, as appropriate.

**Interviews:** Crawford will contact Nevada County Environmental Health Department to inquire about department knowledge pertaining to the project site or other properties in the site vicinity, and City Public Works Department to ascertain if past maintenance practices may have impacted the alignment. Where warranted by observations and data, Crawford will make reasonable attempts to interview current and past owners or tenants of adjacent properties where names and contact information is provided.

Report of Findings: Crawford will prepare a report documenting our findings, conclusions, and recommendations.

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## TASK 11 – Drainage Analysis and Study

### 11.1 Hydrology/Hydraulic Report

GHD will lead the development of a comprehensive Hydrology and Hydraulics (H&H) Drainage Report to support the Project from preferred alignment development through Final PS&E. This work will be fully integrated into the project's management framework, including participation in the Project Development Team (PDT), bi weekly coordination meetings, and preparation of drainage related inputs for monthly progress reporting, consistent with the RFP's required management activities and deliverables.

GHD will begin by assembling and reviewing all existing planning documents, prior 30% design materials, and available drainage maps and records referenced in the RFP. A field investigation will be conducted to confirm the condition and configuration of drainage facilities such as culverts, inlets, ditches, swales, outfalls, and flow paths along the proposed alignment segments. This effort will be coordinated with the survey team so that drainage relevant features—including flowlines, slopes, banks, and terrain breaks—are captured in accordance with the RFP's requirements for developing a complete 3D base map and inventory of existing drainage facilities.

GHD will then perform hydrologic analysis to characterize existing and proposed peak stormwater flows within the project corridor and adjacent drainage basins. Hydrologic parameters and design storms will be established in conformance with the City of Grass Valley standards and Caltrans requirements, as the RFP identifies these as mandatory references for all PS&E development. Using these hydrologic results, GHD will evaluate the hydraulic performance of existing drainage systems interacting with the trail, including culvert capacities, inlet performance, ditch conveyance, trail low points, and interactions with Wolf Creek where backwater or scour may affect trail design. This analysis will identify deficiencies or risks such as overtopping, erosion, or insufficient conveyance.

Based on these findings, GHD will develop conceptual drainage improvements and design criteria to support refinement of the preferred alignment and preparation of the 30% engineering plans required by the RFP. These concepts will consider cross drain sizing, trail side drainage features, inlet enhancements, erosion protection, and potential outfall improvements. The drainage analysis will also provide the technical basis for CEQA revalidation by supplying hydrology and hydraulics related impact assessments and supporting documentation needed for updated environmental studies, as required under the RFP's Project Approval and Environmental Document (PA&ED) tasks.

All technical information produced during these stages will be compiled into a comprehensive Drainage Report. This report will document existing conditions, hydrologic and hydraulic methodologies, modeling results, constraints, and recommended improvements. It will also include the drainage design criteria and preliminary sizing information necessary for PS&E development. The report will be revised based on City review comments following the RFP's defined submittal and review cycle.

As design advances, GHD will update the Drainage Report and drainage calculations for the 70% PS&E submittal, ensuring that drainage design details are fully coordinated with trail grading, utilities, structural elements, and ROW considerations. GHD will prepare all drainage related design notes and calculations required to accompany the PS&E packages, consistent with the RFP's requirement for submittals to include full supporting documentation. If a 90% submittal is requested, GHD will further refine the drainage report and calculations to address City, Caltrans, and regulatory review comments.

For the Final (100%) PS&E package, GHD will prepare the completed, sealed Drainage Report and final drainage calculations fully coordinated with the final plan set, specifications, and environmental commitments. As required

by the RFP, this final documentation will incorporate all agency comments and will be suitable for immediate advertisement.

Throughout the project, GHD will ensure that drainage considerations remain fully integrated with trail alignment, environmental compliance, ROW and utility coordination, geotechnical findings, and structural design, consistent with the RFP's expectation that the prime consultant provide complete multidisciplinary leadership through PA&ED, R/W, and PS&E.

GHD will analyze and quantify upstream flows contributing to the tributary streams that pass through the project area to ensure proposed infrastructure does not have an adverse impact on natural drainage courses.

GHD will prepare a Draft Drainage Report to summarize impacts and proposed stormwater improvements to the project area.

A Draft 30% Drainage Report will be submitted for review and comments at the preliminary design stage. GHD assumes a single review of the Draft 30% Drainage Report during the preliminary design stage and that all comments will be satisfactorily addressed in 1 round to finalize the 30% Drainage Report. The Drainage Report will be revised as needed in the 70%, 90%, and 100% design stages.

## 11.2 Water Quality Analysis and Project Storm Water Quality Management Plan (SWQMP)

GHD will initiate the water quality process by completing the City's Storm Water Requirements Applicability Checklist (Intake Form). Based on GHD's review of the project components provided in the RFP, it appears that the project will be exempt from categorization as a Priority Development Project (PDP) per Section 3 of the Intake Form due to the project being a bicycle facility that directs stormwater runoff to adjacent vegetated areas.

Based on the PDP Exempt assumption, GHD will prepare a Standard Development Project (SDP) Stormwater Quality Management Plan (SWQMP). The SDP SWQMP will incorporate permanent, post-construction water quality requirements in accordance with the 2023 City of Chula Vista's Best Management Practices (BMP) Design Manual to comply with the 2013 Municipal Separate Storm Sewer System (MS4) Permit development requirements.

A Draft 30% SDP SWQMP will be submitted for review and comments at the preliminary design stage. GHD assumes that comments for the Draft 30% SDP SWQMP will be satisfactorily addressed in 1 round to during the 700% design stage. The SDP SWQMP will be revised as needed in the 700%, 90%, and 100% design stages.

## TASK 12 – Plans, Specifications, and Estimates (PS&E)

GHD shall provide full final engineering design services and prepare all contract documents—including construction plans, technical specifications, and cost estimates—necessary to advertise the project for public bidding. All documents will be submitted to the City for review at the 70%, 90%, and 100% design milestones.

All contract documents shall be prepared in accordance with the most current versions of the following standards:

City of Grass Valley Standard and Specifications

AASHTO

MUTCD and CAMUTCD

Caltrans Highway Design Manual

Caltrans Traffic Manual

Caltrans Standard Plans and Specifications

Caltrans Standard Special Provisions

Caltrans Signal and Lighting Design Guidelines

Caltrans Plans Preparation Manual

Caltrans special Policies Amending the Traffic Manual by Caltrans District 3

FHWA Roadside Design Guidelines

FHWA Highway Drainage Guidelines

AASHTO LRFD Bridge Design Specifications, 8th Edition with California Amendments

Caltrans Seismic Design Criteria, Version 2.0

Caltrans Bridge Design Manuals, Policies, Standards, and Guidance

Design plans shall be prepared using a 3D Digital Terrain Model (DTM) in AutoDesk Civil 3D. All plan sheets will reference applicable City Standards and Standard Details and will conform to the Caltrans Plans Preparation Manual. Plan sheet size shall be 24" x 36".

The plan set is anticipated to include the following sheets:

Title sheet (1 sheet, not to scale (NTS))

Typical Cross Sections (4 sheet, NTS)

Project Control (1 sheet, 1"=60')

Layout sheets (32 sheets, 1"=20' scale)

Profiles and Superelevation Diagrams (32 sheets, 1" = 20' Scale)

Construction Details (4 sheets, NTS)

Drainage Plan and Details (40 sheets, 1"=20' scale)

Utility Plans and Details (34 sheets, 1"=20' scale)

Construction Area Signs (6 sheets, NTS)

Stage Construction Plan (5 sheets, 1"=50' scale)

Traffic Handling Plan (5 sheets, 1"=50' scale)

Pavement Delineation and Sign Plans, Details and Quantities (36 sheets, 1"=20' scale)

Summary of Quantities (1 Sheet, NTS)

Retaining Wall Plans, Details and Quantities (40 sheets, NTS)

Planting and Irrigation Plans (34 sheets, 1"=50' scale)

Erosion Control Plans (15 sheets, 1"=50' scale)

Electrical Plans and Details (17 sheets, 1"=50' scale)

Structural Plans and Details (4 sheets, NTS)

Structural Plans: Segment 2a – 305 Mill Street to Hansen Way and Colfax Avenue

*Pedestrian Bridge over Wolf Creek*

A new pedestrian bridge crossing will be required over Wolf Creek at the City owned parking lot on Mill Street. It is anticipated that the pedestrian trail bridge crossing will consist of a new single span pedestrian bridge with a clear span of approximately 80 ft. The pedestrian bridge crossing will consist of a single span, prefabricated steel truss bridge supported on concrete, short-seat type abutments.

*Retaining Walls (Retaining Wall No. 1)*

There is a cut retaining wall anticipated between the trail and the Highway 49 onramp at Auburn Street. The retaining wall is proposed to be located within Caltrans right-of-way, approximately 10 ft from the edge of existing onramp paving. The cut retaining wall is anticipated to consist of either a soldier pile or soil nail retaining wall to minimize impacts to the onramp and traffic staging. Because the retaining wall is located within Caltrans right-of-way, it is anticipated that Caltrans Office of Special Funded Projects (OSFP) structures review will be required. This will also require that the Plans, Specifications, & Estimate (PS&E) and submittals for the retaining wall be completed in accordance with the OSFP Information and Procedures Guide. During the 30% design phase, our Team will also consider Caltrans Standard Plan cantilever retaining walls to determine whether a standard plan wall is feasible with traffic handling. Using a Caltrans Standard Plan retaining wall, rather than a special design retaining wall, will significantly reduce the Caltrans review effort by allowing the retaining walls to be approved on a Caltrans District level rather than Caltrans Headquarters structures review.

Segment 2a					
1	32+25 to 37+75	Soldier Pile	560	5	3,920

Structural Plans: Segment 3 – Hansen Way from Colfax Avenue to Bennett Street

There are no structures anticipated for Segment 3.

Structural Plans: Segment 4 – Highway 49 Bennett Street Onramp and Railroad Avenue to Idaho Maryland Road

*Retaining Walls (Retaining Wall No. 1)*

There are several retaining walls identified along Segment 4. There are two cut retaining walls and one fill retaining wall along the Highway 49 onramp at East Bennett Street and along Highway 49 near Railroad Avenue. The trail and retaining walls are proposed to be located within Caltrans right-of-way, approximately 40 ft from the edge of travel way. The cut retaining walls are anticipated to consist of soil nail retaining walls. The fill wall is anticipated to be a Caltrans Standard Plan cantilever retaining wall. Because the cut retaining walls are located within the Caltrans right-of-way and will be special designs, it is anticipated that Caltrans OSFP structures review will be required and the PS&E for the retaining walls be completed in accordance with the OSFP Information and Procedures Guide. It is anticipated that the Standard Plan wall will only require District 3 review.

Segment 4

1	0+50 to 10+25	Soil Nail	950	11.5	9,620
2	0+80 to 3+25	Caltrans Standard Plan Cantilever	240	4.0	1,440
3	13+20 to 17+50	Soil Nail	430	8.5	3,390

Segment 5 – Idaho Maryland Road Centennial Drive

There are no structures anticipated for Segment 3.

Segment 6 – Idaho Maryland Road Centreville Road

*Retaining Walls (Retaining Wall No. 1)*

There is a short fill retaining wall anticipated at the end of Segment 6. The retaining wall is anticipated to consist of either a concrete cantilever retaining wall or a retaining curb, depending on the height the final wall needs to be.

Segment 6

1	42+25 to 42+85	Concrete Cantilever	60	2.0	210

Trail Security & Lighting

### *Trail Lighting Design Analysis*

During Final Design, GHD team will perform a lighting design analysis with Isolux diagrams to optimize safety lighting where the trail crosses streets and intersections, as well as along the trail corridor. The lighting analysis will also evaluate minimizing light intrusion into habitat areas. GHD will submit the analysis results to the client and Stakeholder Jurisdictions for review and approval. It is assumed the light standards, heights, and any aesthetics will be provided by the City.

### *Optional Task - Security System Design*

If deemed necessary, GHD will work with the City to explore security features such as cameras or emergency push button/call locations and design systems compatible with City requirements.

### *PG&E Coordination*

GHD will lead coordination of applications for electrical points of connection for lighting and security systems.

## **12.1 70% Design**

### *12.1.1 70% Plans*

GHD will prepare and submit 70% plans along with a Response to 30% Comments Matrix. A single City review cycle is assumed, and all comments will be addressed in the subsequent 90% submittal.

### *12.1.2 70% Specifications and Special Provisions*

Specifications will be prepared in accordance with the Caltrans Standard Specifications. It is assumed the City will provide GHD with the City's boilerplate "front-end" specifications. If non-standard specifications are required, which have not been previously included in City specification GHD will prepare or amend City-provided technical specifications for the 70% PS&E submittal.

### *12.1.3 70% Engineer's Estimate*

GHD will generate the 70% project bid item list on a City-provided template, quantify bid items and provide a 70% Engineer's Estimate as part of the 70% PS&E submittal. The summary of quantities and corresponding unit prices will be independently checked. GHD will disclose any assumptions made in preparing the 70% Engineer's Estimate.

## **12.2 90% Design**

### *12.2.1 90% Plans*

GHD will revise the 70% plans based on City comments and add details needed for construction.

A Response to 70% Comments Matrix will accompany the submittal.

A single City review cycle is assumed.

It is assumed that the number of plan sheets is expected to remain consistent with the 70% submittal.

### *12.2.2 90% Specifications and Special Provisions*

GHD will provide Draft 90% technical specifications and special provisions along with a Response to 70% Comments Matrix for review and comment. GHD assumes a single review of the draft 90% technical specifications and special provisions.

### *12.2.3 90% Engineer's Estimate, Summary of Quantities & Bid Proposal Table*

GHD will generate and provide the 90% Engineer's Estimate, Summary of Quantities & Bid Schedule on a City-provided template as part of the 90% PS&E submittal. The summary of quantities and corresponding unit prices will be independently checked. GHD will disclose any assumptions made in preparing the 90% Engineer's Estimate.

## **12.3 100% Design**

### 12.3.1 100% Plans

GHD will address comments received on the 90% submittal of the project plans. It is assumed comments at the phase will be minor. A signature ready document will be submitted in addition to a comment response matrix, which addresses comments received on the 90% document.

### 12.3.2 100% Specifications and Special Provisions

Draft 100% technical specifications and special provisions along with a Response to 90% Comments Matrix will be submitted for review and comments at the 90% design stage. GHD assumes a single review of the Draft 90% technical specifications and special provisions and that all comments will be satisfactorily addressed in 1 round with the Draft 100% PS&E submittal.

### 12.3.3 100% Engineer's Estimate, Summary of Quantities & Bid Proposal Table

GHD will generate and provide the 100% Engineer's Estimate, Summary of Quantities & Bid Proposal Table on a City-provided template as part of the 100% PS&E submittal. The summary of quantities and corresponding unit prices will be independently checked. GHD will disclose any assumptions made in preparing the 100% Engineer's Estimate.

## Task 12 Deliverables

70% and 90% Plans (PDF Format)

70% and 90% Specifications (Word Format)

70% and 90% Engineer's Estimate (PDF Format)

100% Plans (PDF Format and one set of wet set signed and stamped 24"x36")

Electronic AutoDesk Civil 3D (.dwg format) Plans, including all base project files

100% Specifications (PDF Format, Word Format, and on wet signed and stamped copy)

100% Engineer's Estimate (PDF Format, Excel Format, and hard copy)

Design notes and calculations (with each submittal)

PDF of Signed Independent Structural Design Calculations (if required for the structure)

Independent Check Review Comment Matrix and Resolutions

Consultant Quality Control Statement (per OSFP Guidelines) in Word format

Response to Unchecked Comments in Word format

### Key Assumptions:

Assumed project length to remain at programmed 1.75 mi. Any additional added length due to alternative analysis would require additional negotiations.

**EXHIBIT B**  
**FEE SCHEDULE**

GHD Cost Proposal for Grass Valley Wolf Creek Community and Connectivity Project

Item # 7.

GHD Fee PA/ED														Subconsultant Fee															
Task	Description	Kamesh Vedula* Principal in Charge A002	Erin McPherson* Project Manager A004	Chemin Otto Trail Lead A004	Meg Sigler* Complete Streets Lead A004	Senior Technical Director 1-2 A001-3	Senior Technical Director 2-3 A001-3	Technical Director 1-2 A004-5	Senior Professional 1-2 A006-7	Vacationer / Intern A011	Outreach Lead V003	Outreach QA V003-4	Project Support D001-10	Hours	Cost	Landscaping	Historical	Geotechnical	Cultural Resources	Structural	Surveying	Total Cost							
																RDG	JRP	Crawford	ECORP	Cornerstone Engineering	UNICO								
		* Denotes Key Staff																											
		Labor + Overhead Rate	\$ 350.20	\$ 258.94	\$ 235.65	\$ 224.04	\$ 352.89	\$ 275.98	\$ 226.21	\$ 165.89	\$ 117.63	\$ 262.40	\$ 268.44	\$ 180.97															
<b>Task 1</b>	<b>Project Management</b>	<b>34</b>	<b>142</b>	<b>8</b>	<b>8</b>	<b>40</b>	<b>40</b>	<b>6</b>	<b>48</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>366</b>	<b>\$ 93,053</b>	<b>\$6,977</b>	<b>\$0</b>	<b>\$3,296</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$ 108,326</b>							
1.1	Project Management and Coordination	8	20	8	8									44	\$ 11,658	\$5,000		\$3,296		\$5,000		\$ 24,954							
1.2	Kick Off Meeting	4	8					6						18	\$ 4,830							\$ 4,830							
1.3	PDT Meetings	16	30							16				62	\$ 15,253							\$ 15,253							
1.4	Monthly Progress Reports and Cost Accounting	6	40										24	70	\$ 16,802	\$1,977						\$ 18,779							
1.5	Quality Assurance / Quality Control		20			40	40							100	\$ 30,333							\$ 30,333							
1.6	Local Assistance Documentation		24						48					72	\$ 14,177							\$ 14,177							
<b>Task 2</b>	<b>Stakeholder Outreach and Coordination</b>	<b>4</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>86</b>	<b>\$ 17,064</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 17,064</b>							
2.1	Community Outreach Plan								Fee to be provided if task is needed					0	\$ -							\$ -							
2.2	Outreach Materials		8						60		1	1		70	\$ 12,556							\$ 12,556							
2.3	Project Website								Fee to be provided if task is needed					0	\$ -							\$ -							
2.4	Open House	4	12											16	\$ 4,508							\$ 4,508							
2.5	Pop-Up at existing Community Events								Fee to be provided if task is needed					0	\$ -							\$ -							
<b>Task 3</b>	<b>Data Collection and Review</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>70</b>	<b>\$ 10,998</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 10,998</b>							
3.1	Data Collection and Review		2						12	16				30	\$ 4,391							\$ 4,391							
3.2	Site Visit and Field Review		8						16	16				40	\$ 6,608							\$ 6,608							
<b>Task 4</b>	<b>Surveying and Base Mapping</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>\$ 3,244</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$74,163</b>	<b>\$ 77,406</b>							
4.1 & 4.2	Topographic Survey & Control		2				4							6	\$ 1,622						\$45,976	\$ 47,600							
4.3	Boundary Survey		2				4							6	\$ 1,622						\$28,185	\$ 29,807							
<b>Task 5</b>	<b>Caltrans Approval Documentation</b>	<b>6</b>	<b>44</b>	<b>38</b>	<b>38</b>	<b>0</b>	<b>4</b>	<b>92</b>	<b>100</b>	<b>212</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>534</b>	<b>\$ 94,404</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 94,404</b>							
5.1	Caltrans PDT Meetings	6	12	12	12				12	12				54	\$ 12,136							\$ 12,136							
5.2	Project Report		24	18	18		4	32	40	60				196	\$ 36,525							\$ 36,525							
5.3	Nonstandard Design Features (DSD)		4	4	4			20	20	60				112	\$ 17,774							\$ 17,774							
5.4	Storm Data Report		4	4	4			40	40	80				172	\$ 27,969							\$ 27,969							
<b>Task 6</b>	<b>Preferred Alignment Development and Preliminary Engineering</b>	<b>0</b>	<b>84</b>	<b>68</b>	<b>68</b>	<b>0</b>	<b>0</b>	<b>120</b>	<b>248</b>	<b>236</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>824</b>	<b>\$ 149,055</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$94,956</b>	<b>\$0</b>	<b>\$ 264,011</b>							
6.3	Basis of Design Memo		4	8	8			20	36					76	\$ 13,472							\$ 13,472							
6.4	30% Redesign Package		80	60	60			100	248	200				748	\$ 135,583	\$20,000				\$94,956		\$ 250,539							
<b>Task 7</b>	<b>Environmental Compliance</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>124</b>	<b>190</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>346</b>	<b>\$ 67,855</b>	<b>\$0</b>	<b>\$15,570</b>	<b>\$0</b>	<b>\$10,576</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 94,000</b>							
7.1	CEQA Revalidation and Supplemental Documentation		4					16						20	\$ 4,655							\$ 4,655							
7.1.1	Supplemental Biological Resources Technical Memo		4					16	70					90	\$ 16,267							\$ 16,267							
7.1.2	Supplemental Archaeological Resources Evaluation							8						8	\$ 1,810				\$10,576			\$ 12,385							
7.1.3	Historic Resources Assessment for Cemetery-Adjacent Alignment							8						8	\$ 1,810	\$15,570						\$ 17,380							
7.2	Coordination with Project Design and Integration of Mitigation		4					16						20	\$ 4,655							\$ 4,655							
7.3	Preparation and Circulation of Subsequent MND and Final CEQA		20					60	120					200	\$ 38,658							\$ 38,658							
<b>Task 9</b>	<b>Utility Coordination</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>36</b>	<b>\$ 5,186</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 5,186</b>							
9.1	Utility Coordination - A Letters and Mapping		4					8	24					36	\$ 5,186							\$ 5,186							
<b>Task 10</b>	<b>Geotechnical</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>\$ 4,519</b>	<b>\$0</b>	<b>\$0</b>	<b>\$39,128</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 43,647</b>							
10.1	Coordination, Obtain Permits, and Mark for USA													0	\$ -							\$ -							
10.2	Subsurface Exploration													0	\$ -							\$ -							
10.3	Laboratory Testing													0	\$ -							\$ -							
10.4	Engineering Analysis and Geotechnical Reports		12			4								16	\$ 4,519			\$30,000				\$ 34,519							
10.5	Draft Geotechnical Design Report (GDR)													0	\$ -			\$7,998				\$ 7,998							
10.6	Document Review and Consultation													0	\$ -			\$1,130				\$ 1,130							
10.7	Mill Street UC ERS (OPTIONAL)													0	\$ -							\$ -							
<b>TOTALS</b>		<b>44</b>	<b>352</b>	<b>114</b>	<b>114</b>	<b>44</b>	<b>52</b>	<b>342</b>	<b>682</b>	<b>520</b>	<b>1</b>	<b>1</b>	<b>24</b>	<b>2290</b>	<b>\$445,377</b>	<b>\$26,977</b>	<b>\$15,570</b>	<b>\$42,424</b>	<b>\$10,576</b>	<b>\$99,956</b>	<b>\$74,163</b>	<b>\$715,042</b>							
<b>DIRECT COSTS</b>														<b>Mi</b>	<b>Rate</b>														
ODC1	Mileage Costs													800	0.7400	\$592	\$700						\$1,292						
ODC2	Plan Reproduction/Meeting Materials															\$0							\$0						
ODC3	Other Direct Costs													1		\$0				\$400.00			\$400						
	Salary increases (10-H Page 2)															\$310							\$310						
<b>TOTAL DIRECT COSTS</b>																<b>\$902</b>	<b>\$700</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$400</b>	<b>\$-</b>	<b>\$2,002</b>						
<b>TOTAL</b>																<b>\$446,279.01</b>	<b>\$27,677</b>	<b>\$15,570</b>	<b>\$42,424</b>	<b>\$10,576</b>	<b>\$100,356</b>	<b>\$74,163</b>	<b>\$717,044.48</b>						

GHD Cost Proposal for Grass Valley Wolf Creek Community and Connectivity Project

Item # 7.

GHD Fee- PS&E															Subconsultant Fee					Hours	Cost	RDG	Crawford	Cornerstone Engineer	Right of Way InterWest (Optional)	Surveying UNICO	Total Cost						
Labor + Overhead Rate															A002	A004	A004	A004	A001-3									A004-5	A006-7	A008-10	A011	V003	V003-4
																				\$ 362.61	\$ 268.11	\$ 244.00	\$ 231.98	\$ 365.39	\$ 285.75	\$ 234.23	\$ 171.77						
<b>Task 1</b>	<b>Project Management</b>	46	312	8	8	8	24	48	40	0	0	0	0	24	518	\$ 138,704	\$ 12,106	\$ 6,000	\$ 8,325	\$ -	\$ -	\$ 165,135											
1.1	Project Management and Coordination	8	40	8	8			8	8						80	\$ 20,681	\$ 9,277	\$ 6,000	\$ 8,325	\$ -	\$ -	\$ 44,283											
1.2	Kick Off Meeting	4	8					8	16						36	\$ 8,217						\$ 8,217											
1.3	PDT Meetings	16	48						16						80	\$ 21,419	\$ 853					\$ 22,272											
1.5	Monthly Progress Reports and Cost Accounting	6	40											24	70	\$ 19,571	\$ 1,977					\$ 21,548											
1.4	Quality Assurance / Quality Control	12	160			24									196	\$ 54,107						\$ 54,107											
1.6	Local Assistance Documentation		16			8		32							56	\$ 14,708						\$ 14,708											
<b>Task 2</b>	<b>Stakeholder Outreach and Coordination</b>	0	14	0	0	0	0	8	0	0	24	2	0	48	\$ 10,168	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 10,168											
2.1	Community Outreach Plan					Fees to be provided if optional tasks are needed at a later date										0	\$ -					\$ -											
2.2	Outreach Materials		2					8						24	2	36	\$ 6,951						\$ 6,951										
2.3	Project Website					Fees to be provided if optional tasks are needed at a later date										0	\$ -					\$ -											
2.4	Open House		12												12	\$ 3,217						\$ 3,217											
2.5	Pop-Up at existing Community Event														0	\$ -						\$ -											
2.6	Individual Property Owner Outreach (Optional)					Fees to be provided if optional tasks are needed at a later date										0	\$ -					\$ -											
<b>Task 4</b>	<b>Survey and Base Mapping</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -											
4.4	TCE Plats and Legal Descriptions					Fees to be provided if optional tasks are needed at a later date										0	\$ -					\$ -											
<b>Task 5</b>	<b>Caltrans Approval Document</b>	0	4	0	0	0	0	12	0	0	0	0	0	16	\$ 3,134	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 3,134											
5.5	Caltrans Encroachment Permit		4					12						16	\$ 3,134							\$ 3,134											
<b>Task 7</b>	<b>Environmental Compliance</b>	0	16	0	0	8	48	152	0	52	0	0	0	276	\$ 53,671	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 53,671											
	CDFW LSAA Permit Application for Segment 2 Bridge		8			4	24	76		26				138	\$ 26,835							\$ 26,835											
	WQO 2004-004 DWQ for Segment 2 Bridge		8			4	24	76		26				138	\$ 26,835							\$ 26,835											
<b>Task 8</b>	<b>Right of Way Services -OPTIONAL</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -											
8.1	Title Services					Fees to be provided if optional tasks are needed at a later date										0	\$ -					\$ -											
8.2	Primary Appraisal					Fees to be provided if optional tasks are needed at a later date										0	\$ -					\$ -											
8.3	Appraisal Review					Fees to be provided if optional tasks are needed at a later date										0	\$ -					\$ -											
8.4	Acquisition/Settlement and Closings					Fees to be provided if optional tasks are needed at a later date										0	\$ -					\$ -											
8.5	Pre-Eminent Domain Activities					Fees to be provided if optional tasks are needed at a later date										0	\$ -					\$ -											
8.6	Caltrans R/W					Fees to be provided if optional tasks are needed at a later date										0	\$ -					\$ -											
<b>Task 9</b>	<b>Utility Coordination</b>	0	16	0	0	4	0	0	94	0	0	0	20	134	\$ 24,333	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 24,333											
9.2	Utility B Letters and Conflict Maps		2			2		20						24	\$ 4,702							\$ 4,702											
9.3	Potholing		2			2		20						24	\$ 4,702							\$ 4,702											
9.4	Utility C Letters and Relocation Design		6					30					12	48	\$ 8,223							\$ 8,223											
9.5	Utility Certification and Relocation Documentation		6					24					8	38	\$ 6,705							\$ 6,705											
<b>Task 10</b>	<b>Geotechnical</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 0	\$ 92,835	\$ 0	\$ 0	\$ 0	\$ 0	\$ 92,835											
10.1	Coordination, Obtain Permits, and Mark for USA													0	\$ -		\$ 10,550					\$ 10,550											
10.2	Subsurface Exploration													0	\$ -		\$ 13,529					\$ 13,529											
10.3	Laboratory Testing													0	\$ -		\$ 1,549					\$ 1,549											
10.4	Engineering Analysis and Geotechnical Reports													0	\$ -		\$ 45,081					\$ 45,081											
10.6	Document Review and Consultation													0	\$ -		\$ 3,000					\$ 3,000											
10.8	Initial Site Assessment (ISA)													0	\$ -		\$ 19,126					\$ 19,126											
10.9	ISA Sampling and Analytical Testing (Optional)					Fees to be provided if optional tasks are needed at a later date										0	\$ -					\$ -											
<b>Task 11</b>	<b>Drainage Analysis</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -											
11.1	Hydrology/Hydraulic Report													0	\$ -							\$ -											
11.2	Water Quality Analysis and Storm Water Quality Management Plan													0	\$ -							\$ -											
<b>Task 12</b>	<b>Final Design</b>	8	208	254	172	28	52	188	1130	300	0	0	346	0	2686	\$ 502,444	\$ 136,374	\$ 0	\$ 236,150	\$ 0	\$ 0	\$ 874,968											
12.1	70% Plans and Estimate	4	100	100	100	20	20	100	546	160			280		1430	\$ 259,679	\$ 74,195		\$ 236,150			\$ 570,024											
12.2	90% Plans, Specifications, and Estimate	2	80	80	40	20	20	60	300	100			30		712	\$ 138,105	\$ 38,187					\$ 176,292											
12.3	Final (100%) Plans, Specifications, and Estimate	2	12	60	20	8	12	28	252	40			36		470	\$ 88,674	\$ 23,992					\$ 112,666											
12.4	PS&E Certification		8	8	8			16						40	\$ 8,701							\$ 8,701											
12.5	Final Bid Documents / RTL Package for CTC		8	6	4			16						34	\$ 7,285							\$ 7,285											
<b>Task 13</b>	<b>Bidding Assistance -OPTIONAL</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -											
13.1	Pre-Bid Meeting					Fees to be provided if optional tasks are needed at a later date										0	\$ -					\$ -											
13.2	Response to Bidder Inquiries					Fees to be provided if optional tasks are needed at a later date										0	\$ -					\$ -											
13.3	Addenda Preparation					Fees to be provided if optional tasks are needed at a later date										0	\$ -					\$ -											
13.4	Prepare RE Binder					Fees to be provided if optional tasks are needed at a later date										0	\$ -					\$ -											
<b>Task 14</b>	<b>Construction Support - OPTIONAL</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -											
14.1	Pre Construction Meeting					Fees to be provided if optional tasks are needed at a later date										0	\$ -					\$ -											
14.2	Submittal Review and RFI Response					Fees to be provided if optional tasks are needed at a later date										0	\$ -					\$ -											
14.3	Prepare Record Drawings					Fees to be provided if optional tasks are needed at a later date										0	\$ -					\$ -											
<b>TOTALS</b>		<b>54</b>	<b>570</b>	<b>262</b>	<b>180</b>	<b>40</b>	<b>84</b>	<b>284</b>	<b>1436</b>	<b>300</b>	<b>76</b>	<b>2</b>	<b>366</b>	<b>24</b>	<b>3678</b>	<b>\$ 732,453</b>	<b>\$ 148,480</b>	<b>\$ 98,835</b>	<b>\$ 244,475</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 1,224,244</b>											
<b>DIRECT COSTS</b>																																	
ODC1	Mileage Costs													1440	0.7400	\$ 1,066				583		\$ 1,649											
ODC2	Plan Reproduction/Meeting Materials															\$ 0						\$ 0											
ODC3	Potholing (Final Cost TBD to be negotiated - Placeholder Only)															\$ 25,000						\$ 25,000											
ODC4	Other Direct Costs													1		\$ 0		\$ 95418.6				\$ 95,419											
	Salary Increases (10-H Page 2)															\$ 12,950			11821			\$ 24,771											
<b>TOTAL DIRECT COSTS</b>																<b>\$ 39,016</b>	<b>\$ -</b>	<b>\$ 95,419</b>	<b>\$ 12,404</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 146,839</b>											
<b>TOTAL</b>																<b>\$ 771,469.07</b>	<b>\$ 148,480.33</b>	<b>\$ 194,253.72</b>	<b>\$ 256,879.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 1,371,082.12</b>											

### CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

**Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.**

1. No City councilmember or commissioner shall accept, solicit, or direct a contribution of more than \$500 from any party,<sup>1</sup> financially interested participant,<sup>2</sup> or agent<sup>3</sup> while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by the City. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a City proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any councilmember or commissioner by the party, or agent, during the preceding 12 months. No party to or participant in a City proceeding shall make a contribution of more than \$500 to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City. No agent to a party or participant shall make a contribution in any amount to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City.

3. Before rendering a decision on a City proceeding, any councilmember or commissioner who received contribution of more than \$500 within the preceding 12 months from any party to a proceeding, or agent, shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any councilmember or commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of (a) making the decision, or (b) knowing about the contribution and the relevant proceeding, whichever comes last, that councilmember or commissioner may participate in the proceeding.

<sup>1</sup> "Party" is defined as any person who files an application for, or is the subject of, a proceeding.<sup>2</sup> "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding, as by submitted written or oral comments at a commission or council meeting.

<sup>3</sup> "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the City for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closely held corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than \$500 has been made by you or your agent to a councilmember or commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current City councilmembers and commissioners are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

**(a) Document:**

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

Name and address of any party, participant, or agent who has contributed more than \$500 to any councilmember or commissioner within the preceding 12 months:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**(b) Date and amount of contribution:**

- Date \_\_\_\_\_ Amount \$ \_\_\_\_\_
- Date \_\_\_\_\_ Amount \$ \_\_\_\_\_
- Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

**(c) Name of councilmember or commissioner to whom contribution was made:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**(d) I certify that the above information is provided to the best of my knowledge.**

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_

**To be completed by City:**

Document No: \_\_\_\_\_



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

**Title:** Memorandum of Agreement with UCLA-OpalAi Wildfire Modeling Software

**CEQA:** Not a project

**Recommendation:** That the City Council Authorize the Interim City Manager to sign/execute the Memorandum of Agreement (MOA) with UCLA Opal AI Wildfire Modeling Software, subject to legal review.

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

**Council Meeting Date:** 03/24/2026

**Date Prepared:** 03/18/2026

**Agenda:** Consent

**Background Information:** The City of Grass Valley is undertaking multiple Wildfire safety mitigation projects including DSI, Evacuation Route Planning/Clearing, and Fuels Reduction projects, all accomplished more accurately, efficiently and cost-effectively utilizing advanced modeling software technology.

To this end, staff has access to the UCLA/Opal-Ai software platform, a wildfire analytics software that helps communities map, prioritize, and mitigate fire risk using scenario-based "FireVison™" technology. By simulating how fires move from wildlands and WUI zones into rural environments. It enables data-driven decisions via Defensible Space Inspections (DSI) on fuel treatments and home hardening to reduce catastrophic losses.

An MOA is required between the City and Opal-Ai/FireVision to receive complementary access to this critical software platform, provided free as part of our Pilot Community partnership, offered to the City of Grass Valley via the NCTC.

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

GOAL #1 - Determines prioritized Evacuation Route Planning and Infrastructure inventories.

GOAL #2 - Adds efficiency to a critical, high-volume program that lacks staffing capacity.

GOAL #3 - Improve Public Safety via prioritizing Wildfire Risk Land Management patterns.

**Fiscal Impact:** N/A - TBD / Included service within our FireVision/UCLA Software contract.

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** Interim City Manager

**Attachments:** Draft Agreement

**MEMORANDUM OF AGREEMENT**  
**Between OPAL AI, INC. and the CITY OF GRASS VALLEY, CALIFORNIA**  
**Regarding FireVision Wildfire Risk, Mitigation, and Response Pilot**

This Memorandum of Agreement (hereafter “**MOA**”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, **2026**, but effective as of \_\_\_\_\_ (hereafter the “**Effective Date**”), by and between:

- **OPAL AI, INC.** (“**Opal AI**”), whose business and mailing address is: 4676 Admiralty Way, Suite 503, Marina del Rey, CA 90292; and
- **CITY OF GRASS VALLEY, CALIFORNIA**, a political subdivision of the State of California, (hereafter collectively the “**City**”).

Opal AI and the City are each sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

## 1. PURPOSE

1.1 The purpose of this MOA is to establish the terms and conditions under which Opal AI and the City will collaborate to configure, pilot, and evaluate **FireVision** as a wildfire risk, mitigation, and response decision-support tool for the Grass Valley region.

1.2 This MOA is intended to outline responsibilities, data needs, expected technological developments, and collaboration processes. It may be supplemented by separate agreements or statements of work relating to funding, procurement, or long-term operations. **FireVision** is also intended to support targeted mitigation planning for the parcels and blocks that matter most, clear and explainable risk communication to residents and stakeholders, and provision of evidence-based analytics that can support engagement with insurers and regulators.

## 2. SCOPE OF COLLABORATION

2.1 The Parties will collaborate to:

- Configure and deploy a **FireVision platform instance** for the Grass Valley pilot area.
- Integrate NASA and other remote-sensing, meteorological, and geospatial data with **local data** provided or facilitated by the City, where available.
- Test and refine FireVision’s technical components, including FuelVision fuel mapping, FPI, wildfire simulation engines, WUI vulnerability analytics, uncertainty analysis, and AI decision-support tools.
- Use FireVision outputs to support planning, exercises, and as appropriate, real-world wildfire preparedness and response efforts.
- Gather City feedback to inform improvements and readiness for broader operational deployment.

- Translate risk insights into actionable mitigation work plans by providing ranked work queues at parcel and neighborhood scales, prioritized treatment polygons and access improvements, and exportable GIS/CSV lists that allow the City and its partners to track progress over time.

### 3. TECHNOLOGY TO BE DEVELOPED / DEPLOYED BY OPAL AI

For the City pilot, Opal AI intends to deploy and further mature the following FireVision components (as supported by the NASA Phase II work):

#### 3.1 FuelVision Advanced Fuel Mapping

Opal AI will configure **FuelVision**, an advanced vegetation fuel mapping framework that:

- Uses multi-sensor Earth observation data combined with digital elevation models and land cover data.
- Produces **high-resolution fuel maps** ( $\leq 30$  m spatial resolution) for the pilot area.
- Estimates key fuel properties such as type, load, moisture indicators, and fuel depth.
- Updates fuel conditions more frequently than static annual maps, aiming for quasi–real-time refresh using new satellite observations.

#### 3.2 Fire Potential Index (FPI)

Opal AI will configure a **Fire Potential Index (FPI)** to provide short-term wildfire risk forecasts for the pilot area:

- Combines fuel conditions with **meteorological forecasts** (e.g., HRRR) including wind, temperature, and relative humidity.
- Incorporates vegetation indices (e.g., NDVI) and terrain features (slope, aspect, elevation).
- Produces an index (e.g., 0–100 scale) with hourly predictions out to approximately **48 hours**, together with uncertainty metrics (confidence ranges, ensemble spreads).
- Is designed to be fine-tuned and validated for local conditions in Grass Valley using historical fire data and City-supplied information.

#### 3.3 Wildfire Simulation Engines

Opal AI will integrate and configure **wildfire simulation tools**, including:

- **A simulator** for wildland fire spread, coupling detailed wind modeling with probabilistic fire spread to estimate direction, speed, and behavior in complex terrain.
- Early-stage or evolving **WUI simulation capabilities** to better represent ember transport, structural ignition risk, and spread across built-up areas.

These tools will be incorporated into FireVision so that users can run **scenario simulations** for hypothetical ignitions and, when possible, for actual events.

#### 3.4 WUI Vulnerability and Risk Analytics

Opal AI will extend FireVision's **WUI vulnerability analysis** for the pilot area, including:

- Parcel- and structure-level risk indices that combine environmental exposure (fuels, slope, prevailing winds) and built-environment factors (where data are available, such as roof type, vegetation proximity, structure spacing).
- Community wildfire risk and exposure analytics that produce clear, explainable metrics at parcel, block, and neighborhood scale, including (a) near-term FPI-style metrics for wildland areas, (b) mid-term mitigation-readiness layers for WUI areas using fuels, topography, and structural drivers, and (c) exposure mapping that highlights structural vulnerabilities, defensible-space conditions, housing density, critical facilities, access/egress constraints, and high-consequence clusters.

### 3.5 Uncertainty Analysis

Opal AI will implement **multi-level uncertainty analysis** across:

- Input datasets (e.g., satellite-derived fuel estimates, meteorological forecasts).
- FPI outputs, including confidence intervals or probability ranges.
- Simulation outputs (e.g., ensemble fire spread footprints or arrival time uncertainty).

The goal is to expose **confidence information** to end users, so City staff can understand the reliability of predictions and prioritize decisions accordingly.

### 3.6 FireVision Web Platform and AI Decision-Support

Opal AI will provide a **secure, web-based FireVision platform** for users in the City that:

- Displays fuel maps, FPI layers, simulations, and WUI vulnerability maps on an interactive map interface.
- Supports **scenario planning**, including selection of ignition points, weather conditions, and mitigation actions, where technically available.
- Integrates an NLP pipeline to connect structured data, reports, plans, and historical incidents.
- Provides **AI agents** which allow users to visualize and get responses referencing FireVision's data layers.
- Includes "action-first" decision-support features such as interactive dashboards (accessible via standard web browsers and compatible with ArcGIS-based workflows), exportable GIS and CSV outputs for execution and tracking, and ranked lists of parcel-level and neighborhood-scale mitigation actions based on impact versus effort proxies.

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## 4. City REQUIREMENTS AND CONTRIBUTIONS

The City's obligations are subject to available staffing, budgets, and applicable laws and policies. To the extent feasible, the City will:

### 4.1 Data Provision (If Available)

Provide, or help Opal AI access, the following **local datasets**, where such data exist and are shareable under applicable law and agreements:

### 1. **Parcel and Structural Data**

- Parcel boundaries and building footprints.
- Attributes such as occupancy type, year built, construction class, or other relevant structural information, where available.

### 2. **Infrastructure and Critical Facilities**

- Road networks, key intersections, and designated evacuation routes.
- Locations and, as appropriate, attributes of critical infrastructure (e.g., utility assets, communications sites, water infrastructure such as hydrants and tanks, emergency shelters and facilities).

### 3. **Local Weather and Sensor Data**

- Time-series from local RAWS sites and other City-maintained weather stations, if any.
- Any additional environmental sensors the City wishes to integrate (e.g., local cameras, air quality sensors, etc.), subject to technical feasibility.

### 4. **Local Fire and Mitigation History**

- Local incident records and perimeters not captured in state or federal datasets.
- Data on fuel treatments, defensible-space inspections, and mitigation projects (preferably in GIS-ready formats).

### 5. **Planning and Policy Documents**

- Community Wildfire Protection Plans (CWPPs), emergency operations plans, evacuation plans, and related documents.
- Other planning materials (e.g., safety elements, hazard mitigation plans) relevant to wildfire risk and community resilience.

### 6. **High-Resolution Street-View Mapping Data (Mobile Mapping LiDAR & Imagery)**

- High-resolution, street-level mapping data (e.g., mobile-mapping LiDAR point clouds and/or 360-degree imagery) collected by the City of Grass Valley or their contractors for relevant corridors and facilities within the pilot area.
- Access to such data in mutually agreed digital formats so that Opal AI can process these datasets within FireVision to derive asset geometries, attributes, vegetation and access characteristics, and condition indicators.

Data formats and exchange methods (e.g., GIS shapefiles, geodatabases, secure file transfer, cloud buckets, or APIs) will be determined jointly.

## **4.2 Feedback and Participation**

The city will, to the extent feasible:

### 1. **Designate Points of Contact**

- Identify at least one **technical point of contact** (e.g., GIS/IT staff) for data coordination and platform access issues.
- Identify at least one **operational point of contact** (e.g., Fire, OES / Emergency Management, or Public Works representative) to provide operational context and feedback.

## 2. Participate in Co-Design and Testing

- Participate in **co-design sessions** to align FireVision features with City workflows.
- Engage in **user testing**, including structured evaluation of the web interface, maps, alerts, and scenario tools.
- Provide feedback on usability, data interpretation, and decision-support value.

## 3. Provide Ongoing Feedback

- Offer periodic feedback (e.g., through review meetings, surveys, or email) regarding:
  - Accuracy and usefulness of FPI and simulation products.
  - Relevance of WUI vulnerability outputs.
  - Suggestions for improvement to better support city planning and operations.

## 4. Use of Outputs in Planning / Exercises

- Where feasible, incorporate FireVision outputs into planning documents, tabletop exercises, and drills to evaluate how the platform supports real-world decision-making.

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## 5. DATA RIGHTS AND PROTECTION

**5.1 Ownership.** Each Party retains ownership of its own pre-existing data and any data it generates outside the scope of this MOA.

**5.2 License to Use City Data.** The City grants Opal AI a non-exclusive, royalty-free license to use City supplied data solely for:

- Configuring, operating, and improving FireVision for the City's pilot area; and
- Research and development related to FireVision and wildfire analytics, provided that any external publications or public-facing materials using City data are appropriately **aggregated, anonymized, or de-identified**, unless otherwise agreed in writing.

**5.3 Use of FireVision Outputs.** The City may use FireVision outputs (maps, dashboards, reports, risk indices) for internal planning, preparedness, mitigation, and communication purposes consistent with applicable law and any subsequent licensing or subscription agreement.

**5.4 Confidentiality and Security.** Each Party shall use reasonable administrative, technical, and physical safeguards to protect any non-public data provided by the other Party and shall comply with applicable privacy and security laws. For its hosted services, Opal AI will employ encryption in transit and at rest, role-based access controls, and privacy-by-design processing for any street-level imagery or point-cloud

data (focusing analytics on vegetation, access, and structure context rather than personal identification features).

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## 6. FUNDING

6.1 This MOA **does not itself obligate funds** from either Party.

6.2 Any specific funding arrangements, cost sharing, or paid subscriptions will be addressed in a separate **contract, purchase order, or statement of work** consistent with applicable procurement laws and policies.

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## 7. TERM

7.1 This MOA shall commence on the Effective Date and remain in effect for **six (6) months**, unless earlier terminated as provided herein or extended by mutual written agreement.

7.2 The Parties intend that the primary FireVision pilot activities will occur during the core wildfire season, **beginning in April and ending in October** of the applicable year, with specific start and end dates for the pilot period to be confirmed via email by the Parties.

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## 8. AMENDMENTS

8.1 Any Party may request an amendment to this MOA.

8.2 Amendments shall be in writing and signed by authorized representatives of both Parties.

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## 9. TERMINATION

9.1 If any Party determines that the MOA terms will not or cannot be carried out, that Party shall promptly consult with the other Party to attempt to resolve the issue or develop an amendment.

9.2 If, within thirty (30) days (or another mutually agreed period), the Parties cannot reach an amendment, either Party may terminate this MOA upon written notice to the other Party.

9.3 Provisions relating to **data rights, confidentiality, intellectual property, and limitation of liability** shall survive termination as applicable.

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## 10. ASSIGNMENT

10.1 Neither Party may assign or transfer any interest, right, or obligation under this MOA without the prior written consent of the other Party, except that Opal AI may assign its rights and obligations to a successor entity in connection with a merger, acquisition, or sale of substantially all assets, upon written notice to the City.

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**11. LIMITATION OF LIABILITY AND DISCLAIMER**

11.1 FireVision is a **pilot** and research-stage decision-support system. Opal AI does not warrant that predictions, maps, or simulations will be error-free or guarantee prevention of loss of life or property.

11.2 All operational decisions, including but not limited to evacuations, resource deployments, and infrastructure management, remain the sole responsibility of the City and its partner agencies.

11.3 To the extent permitted by law, neither Party shall be liable to the other for any indirect, incidental, consequential, or special damages arising from or relating to this MOA or the use of FireVision.

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**12. MISCELLANEOUS**

12.1 **Governing Law.** This MOA shall be governed by the laws of the State of California, without regard to its conflict-of-law rules.

12.2 **Entire Agreement.** This MOA constitutes the entire agreement between the Parties with respect to the FireVision pilot described herein and supersedes all prior understandings on that topic.

12.3 **Severability.** If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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**SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the Effective Date first written above.

**OPAL AI, INC.**

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

**CITY OF GRASS VALLEY, CALIFORNIA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department: \_\_\_\_\_  
Date: \_\_\_\_\_



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

**Title:** Conduit Financing for the Spring Hill Gardens Apartments Project

**CEQA:** Not a Project

**Recommendation:** That the council 1) Conduct the public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the “Code”) & 2) Adopt Resolution No. 2026-04 approving the issuance of the Bonds by the California Municipal Finance Authority (CMFA) for the benefit of Springhill Gardens Associates, L.P., a California limited partnership (the “Borrower”), to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

**Prepared by:** Jennifer Styczynski, Finance Director

**Council Meeting Date:** 03/24/2026

**Date Prepared:** 03/16/2026

**Agenda:** Public Hearing

**Background Information:** The Borrower has requested that the CMFA undertake a proposed plan of finance to issue and reissue from time to time one or more series of revenue bonds in an outstanding principal amount not to exceed \$7,000,000 to finance and refinance the acquisition and rehabilitation of a 121-unit qualified residential rental project to be owned and operated by the Borrower and located at 244 Dorsey Drive within the City of Grass Valley, California.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Grass Valley must conduct a public hearing (the “TEFRA Hearing”) providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an “applicable elected representative” of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

A TEFRA hearing was held and a Resolution approved by the City Council on 1/18/2008. The Borrower has now asked for an extension to the maturity date of the bonds. This extension will trigger a reissuance of the bonds in order to make the change to the original term of maturity. Because of this technical reissuance, there is a federal requirement that another TEFRA hearing take place and Resolution be approved.

The CMFA was created on January 1, 2004, pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 350 municipalities, including the City, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings.

The Joint Exercise of Powers Agreement provides that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and Bonds of the CMFA do not constitute debts, liabilities or Bonds of the members executing such agreement.

**Council Goals/Objectives:** The adoption of Resolution No. 2026-04 approving the issuance of Bonds by CMFA for the benefit of Springhill Gardens Associates supports the 2022 Strategic Plan Update Goal # 5: the City of Grass Valley strives to exemplify an innovative, efficient, effective, open and collaborative city government.

**Fiscal Impact:** The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not Bonds of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** Interim City Manager

**Attachment:** Resolution No. 2026-04

**RESOLUTION NO. 2026-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY APPROVING A PLAN OF FINANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ISSUE AND REISSUE REVENUE BONDS FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT FOR THE BENEFIT OF SPRINGHILL GARDENS ASSOCIATES, L.P., AND CERTAIN OTHER MATTERS RELATING THERETO**

**WHEREAS**, Springhill Gardens Associates, L.P., a California limited Finance Authority, dated as of January 1, 2004, (the "Agreement"), among certain local agencies, including partnership (the "Borrower"), has requested that the California Municipal Finance Authority (the "Authority") undertake a proposed plan of finance to issue and reissue from time to time one or more series of revenue bonds in an outstanding principal amount not to exceed \$7,000,000 (the "Bonds") to finance and refinance the acquisition and rehabilitation of a 121-unit qualified residential rental project (the "Project") to be owned and operated by the Borrower and located at 244 Dorsey Drive within the City of Grass Valley, California (the "City"); and

**WHEREAS**, an "applicable elected representative" of the jurisdiction in which the Project is to be located is required to approve the proposed plan of finance for the Project under Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

**WHEREAS**, the City Council of the City of Grass Valley (the "City Council") is the elected legislative body of the City and is an "applicable elected representative" for purposes of Section 147(f) of the Code; and

**WHEREAS**, the Authority has advised that the Bonds may be issued pursuant to a "plan of finance" to issue an original issue of Bonds and to issue or reissue one or more additional series of Bonds from time to time after the original issue of Bonds, if necessary or desirable to comply with applicable legal requirements, all in an aggregate principal amount not to exceed \$7,000,000 to finance the Project, and all within the three-year period commencing on the date of the issuance of the first series of Bonds pursuant to this Resolution; and

**WHEREAS**, the Authority has requested that the City Council approve the proposed plan of finance in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal the City; and

**WHEREAS**, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the proposed plan of finance for the Project;

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

**Section 1.** The foregoing recitals are true and correct.

**Section 2.** The City Council hereby approves the proposed plan of finance of the Authority to issue and reissue from time to time of one or more series of revenue bonds in an outstanding principal amount not to exceed \$7,000,000. It is the purpose and intent of the City Council that this Resolution constitute approval of the proposed plan of finance for the Project for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of a governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

**Section 3.** The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby.

**Section 4.** The City Clerk shall forward a certified copy of this Resolution to the Authority in care of its Counsel:

Ronald E. Lee, Esq.  
Jones Hall, APLC  
4 West 4<sup>th</sup> Avenue, Suite 406  
San Mateo, CA 94402

**Section 5.** This Resolution shall take effect immediately upon its adoption.

**ADOPTED** as a Resolution of the City Council of the City of Grass Valley at a regular meeting held on the 24th day of March 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

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Hilary Hodge, Mayor

ATTEST:

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Taylor Whittingslow, City Clerk

APPROVED AS TO FORM:

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David Ruderman, City Attorney