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## GRASS VALLEY

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

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Tuesday, October 25, 2022 at 7:00 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 Ben Aguilar, Vice Mayor Jan Arbuckle, Councilmember Bob Branstrom,  
Councilmember Hilary Hodge, 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 7:00 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 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/channel/UCdAaL-uwDN8iTz8bI7SCuPQ>.

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.

**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. Veterans, Military, and their Families Month - November 2022

**PUBLIC COMMENT** - *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 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. For any items not on the agenda, and within the jurisdiction or interest of the City, please come to the podium at this time. 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).*

**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 October 11, 2022

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

3. Assembly Bill 361 Resolution

**Recommendation:** Adopt resolution R2022-79 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

4. Local Emergency Proclamation (COVID-19)

**Recommendation:** Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency

5. Local Emergency Proclamation (Drought Conditions)

**Recommendation:** Drought Conditions proclamation declaring a Local State of Emergency

6. Second Reading of Ordinance No. 819 Pioneer Community Energy - Community Choice Aggregation Program (CCA) for the City of Grass Valley



**Recommendation:** That Council 1) adopt Resolution No. 2022-77 again, with Ordinance adoption date, requesting membership in Pioneer Community Energy and Authorizing the Execution of Amendment No. 5 to the Amended and Restated Joint Exercise of Powers Agreement; and 2) approve and waive full reading of Ordinance No. 819 Authorizing the Implementation of a Community Choice Aggregation Program in the City of Grass Valley.

7. Council Chambers and Hullender Conference Room Audio, Video and Sound System Broadcast Upgrade.

**Recommendation:** The Council 1) approves the City Manager to execute a Professional Services Agreement with Conti, LLC to complete audio, video, and sound system broadcasting upgrades in the Council Chambers and Hullender Conference Room subject to legal review; 2) allow City Manager to approve a 5% contingency; 3) allow Finance Director to make any necessary budget adjustments and transfers.

8. MissionSquare, ICMA 457b Retirement Plan Loan Program Implementation

**Recommendation:** That City Council 1) adopt Resolution 2022-80, Amending the MissionSquare, ICMA 457B Retirement Plan to Permit Loans; and 2) Council approves staff to execute the MissionSquare, ICMA Loan Guidelines Agreement.

9. Purchase of Two 2023 Toyota Tacoma Trucks for Public Works (Wastewater and Engineering Divisions)

**Recommendation:** That Council 1) approve the City Manager to enter into an agreement with Freeway Toyota using the California State Contract to purchase two 2023 Toyota Tacoma Trucks not to exceed \$68,000 plus tax and fees, and 2) authorize Administrative Services Director to make any needed budget adjustments and/or budget transfers to complete this procurement.

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

**REORGANIZATION RELATED ITEMS**

**PUBLIC HEARING**

10. InConcert Sierra Whispering Pines Specific Plan Amendments, Use and Development Review Permits located at 125 Crown Point Court.

**Recommendation:** The Planning Commission recommends that the City Council approve the InConcert Sierra Project, as presented, or as modified by the City Council, which includes the following actions: 1) Adoption of Resolution No. R-2022-78 Adopting a Mitigated Negative Declaration, prepared for the project, as the appropriate level of environmental review, in accordance with the California Environmental Quality Act (CEQA) and Guidelines; 2) Adoption of a Mitigation Monitoring & Reporting Plan (MMRP), implementing and monitoring all Mitigation Measures, in accordance with the California Environmental Quality Act (CEQA) and Guidelines; 3) Hold the first reading of Ordinance No. 820 Amending the Whispering Pines Specific Plan and Rezoning the property to create a new Subarea - SP-1A.1 - Public Assembly Uses as presented; and, 4) Adoption of Findings of Fact and Conditions of Approval for the InConcert Sierra Project, as presented.

**ADMINISTRATIVE**

[11.](#) CDBG Memorial Park Facilities Improvement Project - Grand Opening

**Recommendation:** That Council select a date and time for a grand opening/ribbon cutting ceremony.

**BRIEF REPORTS BY COUNCIL MEMBERS**

**ADJOURN**

**POSTING NOTICE**

This is to certify that the above notice of a meeting of The City Council, scheduled for Tuesday, October 25, 2022 at 7:00 PM was posted at city hall, easily accessible to the public, as of 5:00 p.m. Thursday, October 20, 2022.

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Taylor Day, Deputy City Clerk



## **PROCLAMATION**

### **Veterans, Military, and their Families Month - November 2022**

**Whereas**, throughout our Nation's history, an unbroken chain of patriots has strengthened us in times of peace and defended us in times of war. Yet the courageous men and women of the United States military do not serve alone. Standing alongside them are husbands and wives, parents and children, sisters and brothers.

**Whereas**, Military families exemplify the courage and resolve that define our national character. For their country and their loved ones, they rise to the challenges of multiple deployments and frequent moves – spouses who care and provide for their children in their partners' absence, kids who make new friends and leave known comforts behind. They are the force behind the force, patriots who support their family members in uniform while enriching the communities they call home.

**Whereas**, the City of Grass Valley has a longstanding relationship with the Beale Air Force Base, located approximately 30 miles from Grass Valley, that hosts approximately 6000 active-duty members, 1000 reservists and 8200 family members.

**Whereas**, they honor the sacrifices of those who served by enhancing the lives of our Veterans, Military, and their families both at home and abroad.

**Whereas**, during Military Family Month (November), we celebrate the families who make daily sacrifices to keep our Nation whole, and we remember a most sacred obligation – to observe them as well as they serve us.

**Whereas**, on October 25, 2022, the Board of Supervisors of the County of Nevada adopted a resolution proclaiming November 5-13, 2022 as Military Appreciation Week.

**NOW, THEREFORE**, the Grass Valley City Council so hereby proclaims November 2022 as Veterans, Military, and their Families Month.

Dated this 25th day of October 2022

\_\_\_\_\_  
Ben Aguilar, Mayor

\_\_\_\_\_  
Jan Arbuckle, Vice Mayor

\_\_\_\_\_  
Hilary Hodge, Council Member

\_\_\_\_\_  
Bob Branstrom, Council Member

\_\_\_\_\_  
Thomas Ivy, Council Member



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## MINUTES

### CALL TO ORDER

Meeting called to order at 7:02 pm.

### PLEDGE OF ALLEGIANCE

Mayor Aguilar led the pledge of allegiance.

### ROLL CALL

#### PRESENT

Council Member Bob Branstrom

Council Member Hilary Hodge

Council Member Tom Ivy

Vice Mayor Jan Arbuckle

Mayor Ben Aguilar

### AGENDA APPROVAL -

Motion made to approve the agenda by Vice Mayor Arbuckle, Seconded by Council Member Hodge.

Voting Yea: Council Member Branstrom, Council Member Hodge, Council Member Ivy, Vice Mayor Arbuckle, Mayor Aguilar

### REPORT OUT OF CLOSED SESSION

Nothing to report.

### INTRODUCTIONS AND PRESENTATIONS

### PUBLIC COMMENT

Virtual public comments attached.

In person public comments: Brenda English, Robin Davies, Harry Wyes, Larry Picard, Bob Tonnies, Donna Allary, Matthew Coulter, Lillie Piland

**CONSENT ITEMS -**

Motion made to approve consent by Vice Mayor Arbuckle, Seconded by Council Member Branstrom.

Voting Yea: Council Member Branstrom, Council Member Hodge, Council Member Ivy, Vice Mayor Arbuckle, Mayor Aguilar

1. Approval of the Regular Meeting Minutes of September 27, 2022

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

2. Assembly Bill 361 Resolution

**Recommendation:** Adopt resolution R2022-76 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

3. Local Emergency Proclamation (COVID-19)

**Recommendation:** Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency

4. Local Emergency Proclamation (Drought Conditions)

**Recommendation:** Drought Conditions proclamation declaring a Local State of Emergency

5. An amendment to an existing Memorandum of Understanding with Nevada County associated with the implementation of SB 1383 and other unfunded state mandates related to organic waste collection and recycling.

**Recommendation:** Authorize the Mayor to sign the amendment to the Memorandum of Understanding with Nevada County and direct the Finance Director to adjust the budget.

6. Approval of Automatic Aid Agreement between The Rough and Ready Fire Department, Nevada County Consolidated Fire District and Grass Valley Fire Department.

**Recommendation:** That Council 1) approve the Automatic Aid Agreement between The Rough and Ready Fire Department, Nevada County Consolidated Fire District and Grass Valley Fire Department. 2) approve the Fire Chief to enter into the agreement upon legal review.

7. Agreement with Nevada County Probation for AB109 Officer services

**Recommendation:** That Council 1) approve the agreement between the City of Grass Valley and the Nevada County Probation Department for Assembly Bill 109 Police Officer Services; and 2) authorize the Finance Director to make any budget amendments, budget transfers, and personnel allocation changes as necessary.

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

**REORGANIZATION RELATED ITEMS**

**PUBLIC HEARING**

**ADMINISTRATIVE**

8. Pioneer Community Energy - Community Choice Aggregation Program (CCA) for the City of Grass Valley

**Recommendation:** That Council 1) Adopt Resolution No. 2022-77 requesting membership in Pioneer Community Energy and Authorizing the Execution of Amendment No. 5 to the Amended and Restated Joint Exercise of Powers Agreement; and 2) Introduce and waive full reading of Ordinance No. 819 Authorizing the Implementation of a Community Choice Aggregation Program in the City of Grass Valley.

Pioneer Community Energy gave presentation to the Council.

Council discussed the opt out and opt in eligibility for the consumers, the rates for the consumers, the price difference of Green Energy verses the regular energy, the Bio Mass project, what happens during a PSPS, what are the benefits of having a CCA, what will be done to make sure every customer is educated on what Pioneer is.

In person public comment: Rob Catiztine, Brenda English, Matthew Coulter,

Motion made to 1) Adopt Resolution No. 2022-77 requesting membership in Pioneer Community Energy and Authorizing the Execution of Amendment No. 5 to the Amended and Restated Joint Exercise of Powers Agreement; and 2) Introduce and waive full reading of Ordinance No. 819 Authorizing the Implementation of a Community Choice Aggregation Program in the City of Grass Valley by Council Member Ivy, Seconded by Council Member Branstrom.

Voting Yea: Council Member Branstrom, Council Member Hodge, Council Member Ivy, Vice Mayor Arbuckle, Mayor Aguilar

Break taken at 8:04 pm. Council came back into order at 8:09 pm.

9. Downtown Streetscape Improvements Project - Benches/Planters and Tree Grates

**Recommendation:** That Council 1) review options for Tree Grates and Planters with Benches and 2) select final options for the two design elements.

Tim Kiser, City Manager, gave presentation to the council.

In-person public comment: Michael Lemarca, Brenda English, Lillie Pilland, Matthew Coulter, Rob Catizine

Virtual public comment attached

Council discussed liking tree grate option number 3 and having the 3rd option of tree planters which were the modified original plans with discussion on either utilizing real wood or a man made product.

No formal action taken on this item.

10. Update on amendments to the Waste Management Franchise Agreement tied to state-mandated implementation of SB 1383, AB 341, and AB 1826 (Recycling and Organic Waste programs)

**Recommendation:** Informational only, no action required; however, Council can provide input generally and on the proposed bundled rates for service.

Tom Last, Community development Director, gave presentation to the council.

Shavati Karki-Pearl from Waste Management gave an additional presentation to the council.



Council discussed the requirements of SB 1383, how long till this takes effect, the implications it will have on our elderly population, the cost it would have on the citizens, the obligation of this system that WM would have to be held to.

### **BRIEF REPORTS BY COUNCIL MEMBERS**

Council Member Branstrom attended the open house for Bright Futures for Youth, sierra harvest lunch in, ERC meeting, open studios reception at the Center for the Arts, and wants to remind everyone that ballots are being mailed and to Vote. Council Member Ivy had nothing to report. Council Member Hodge wanted to announce that today is national coming out for the LGBTQ community. Vice Mayor Arbuckle attended the National League of Cities Small Cities meeting, The Sierra Harvest Festival, and the Brew Fest. Mayor Aguilar took vacation and had nothing to report.

### **ADJOURN**

Meeting adjourned at 9:34 pm.

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Ben Aguilar, Mayor

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Taylor Day, Deputy City Clerk

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

## Taylor Day

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**From:** Bob Tonnies [REDACTED]  
**Sent:** Tuesday, October 11, 2022 4:11 PM  
**To:** Public Comments; [REDACTED] Donna  
**Subject:** Fwd: Concern over garbage in front of our patio....Tuesday Night.. 26 Cans on N. Auburn Street

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

To: GV City Council  
 Concerning: Garbage and right to enjoy our property  
 From: Bob Tonnies & Donna Alarie

Dear Council members, Donna and I have exhausted our efforts to get the garbage and resulting conditions abated. We just sent a string of emails and copied Council Woman Jan Arbuckle, so we hope she has shared this string of emails with you, started on October 3rd, 2022.. We also copied Robin Davies, Tim Kiser, Lillie Pilland and Craig Hamilton with the GVDA Board. The odor, the flies, the unsightly number of garbage cans, and all located in front of our patio. We have sent sufficient emails, with photos, explanations and possible solutions. Instead, the attached shows a GVDA Brochure signed by Tim Kiser, that garbage is to be placed in front of our patio. Even after sending the code which outlines our concerns, and why we need to enjoy our property, and not be inundated with garbage cans, flies, garbage odors, and such an unsightly mess. Please meet with us if necessary, but we need to sell our properties, and have a new owner make the best of our location. The folks who put the garbage on the street do not manage the garbage. It can sit on the street for days, lids open, placed on the sidewalks, etc. The garbage needs to stay in the alley with the business owners that created the garbage. It should not become our concern, or a problem that devalues our property, or limits putting the patio to it's best and intended use. Please abate this garbage issue as it is a public nuisance.

Sincerely

Bob Tonnies & Donna Alarie

- GV City Code, 9.28.010 - Findings and purpose.

A.

The city, pursuant to its charter and the constitutional and statutory laws of the state, is authorized to abate public nuisances and assess the cost of abatement against the parcel of real property on which the nuisance exists. The city is further authorized to impose criminal sanctions for maintenance of a public nuisance.

B.

A public nuisance causes the following:

1.

A reduction in property value;

2.

An obstruction to or interference with the comfortable enjoyment of the adjacent property;

3.

Adverse impacts on the aesthetic quality of property, giving the appearance of blighted conditions and a deteriorated environment; or

4.

Conditions which are injurious to the public health, safety and general welfare including, but not limited to, a harborage for rodents and insects, a dangerous attraction for children and potential for fire and health hazards.

(Ord. 651 § 3 (part), 2005)

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----- Forwarded message -----

From: **Bob Tonnies** [REDACTED]

Date: Thu, Oct 6, 2022 at 1:00 PM

Subject: Re: Tuesday Night.. 26 Cans on N. Auburn Street

To: <[info@downtowngrassvalley.com](mailto:info@downtowngrassvalley.com)>, Grass Valley Tim Kiser <[timk@cityofgrassvalley.com](mailto:timk@cityofgrassvalley.com)>, Gvda Libby New Promo [REDACTED], Robin Davies <[rdavies@grassvalleychamber.com](mailto:rdavies@grassvalleychamber.com)>, Donna Alarie [REDACTED]

Hi Tim... as we explained in our meeting with you this Tuesday, and this won't correct the problem. If you look at your garbage dump area, now officially designated, and the overflow of garbage cans, we're still surrounded by garbage. Garbage needs to stay in the Alley and managed by the folks responsible for the Garbage.

These are the photos the day after you changed our yellow loading zone to a red no parking zone. Garbage cans will still be in front of our gate, and Cars are now parking in the red zone. Garbage will be sitting on the street everyday of the week. We're trying to sell our property and everyone understands this is a serious nuisance, and our property rights and valuation need to be a priority. This is not our garbage. It's being placed 5-ft from our patio. We showed you the garbage juice and drippings when we met. The garbage, conditions, open containers, and now the flies are unbearable. Let alone the dumpster divers and creatures of the night. So...please have the folks generating the garbage use the Alley across the street...since it's where their garbage is stored and generated.

Regards... Bob Tonnies & Donna





















Sent from my iPhone

On Oct 6, 2022, at 9:24 AM, Grass Valley Downtown Association <[info@downtowngrassvalley.com](mailto:info@downtowngrassvalley.com)> wrote:

[View as Webpage](#)



## N. Auburn Street Waste Can Placement



**SUBJECT:** GARBAGE, RECYCLE, and/or  
GREEN WASTE CAN LOCATION

**EFFECTIVE DATE:** October 6, 2022

To whom it may concern:

If you place your waste bins (garbage, recycle, and/or green waste) on the section of North Auburn between Main and Richardson, please place your bins in the newly designated area on North Auburn (see photos below).

Millenium Smoke Shop and Elixart, please place your bins closer to the intersection of North Auburn and Main Street in the street near the old steel doors.

Waste Management is working with the City to address the number of cans in front of any one property. This is a trial to try to make things work better for everyone. Please make every effort to place bins in these new locations.

Thanks,

Tim Kiser, P.E.  
City of Grass Valley  
City Manager  
T (530) 274-4312  
F (530) 274-4399



***"Success is not final,  
Failure is not fatal;  
It is the courage to continue  
that counts"  
– Winston Churchill***

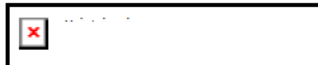


Grass Valley Downtown Assoc | 128 East Main St, Grass Valley, CA 95945  
[www.downtowngrassvalley.com](http://www.downtowngrassvalley.com)

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- "CONFIDENTIALITY NOTICE: This email communication may contain private, confidential, or legally privileged information intended for the sole use of the designated and/or duly authorized recipient(s). If you are not the intended recipient or have received this email in error, please notify the sender immediately by email and permanently delete all copies of this email including all attachments without reading them. If you are the intended recipient, secure the contents in a manner that conforms to all applicable state and/or federal requirements related to privacy and confidentiality of such information."



## Taylor Day

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**From:** Thomas Gabriel Watson [REDACTED]  
**Sent:** Tuesday, October 11, 2022 3:25 PM  
**To:** Public Comments  
**Subject:** Downtown Streetscape Improvements Project – Benches/Planters and Tree Grates

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

Hey folks,

Excited to hear that more seating and beautification efforts are being added to GV downtown! Trusting yall will pick out some beautiful tree grates, wish I could make it tonight.

-Tom Watson

## Taylor Day

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**From:** Mark Reilly [REDACTED]  
**Sent:** Tuesday, October 11, 2022 2:33 PM  
**To:** Public Comments  
**Subject:** Support for Public Benches on Mill Street

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

Dear City Council Members,

After reading comments from the last City Council meeting, I am writing to say I strongly support permanent public seating on our reimagined Mill Street.

As a resident of downtown Grass Valley, who frequents downtown businesses at least once a day, I haven't seen any abuse of public seating on Mill Street since it was closed to automobile traffic. Instead I've seen families, friends, and individuals use the seating to meet with others, people watch, enjoy their food or drink purchase, or rest during their shopping trip.

As an architect and Urban Planner, I want to add that public seating is a key component of good Placemaking and is essential to transform a closed Mill Street into an engaging, vital, vibrant, and usable public space.

I strongly encourage City Council to vote "YES" to include public seating in the Mill Street redesign.

Sincerely,

Mark Reilly, Architect  
118 Conaway Avenue  
Grass Valley, Ca 94945

## Taylor Day

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**From:** Bob Tonnies [REDACTED]  
**Sent:** Tuesday, October 11, 2022 10:00 AM  
**To:** Public Comments; Bob Tonnies; Donna  
**Subject:** Fwd: Sent to Officer Kimbrough Sept 2021.... Fwd: Vandalism, Lighting, and Garbage in front of our property

You don't often get email from call4500@gmail.com. [Learn why this is important](#)

----- Forwarded message -----

**From:** Bob Tonnies [REDACTED]  
**Date:** Tue, Oct 11, 2022 at 8:12 AM  
**Subject:** Sent to Officer Kimbrough Sept 2021.... Fwd: Vandalism, Lighting, and Garbage in front of our property  
**To:** [REDACTED], Donna Alarie [REDACTED]

**To:** City Council Members  
**From:** Bob Tonnies & Donna Alarie  
**Concerning:** Garbage Cans in Front of our Property, and other issues surrounding our property

Thank you all for reviewing our attempts to get rid of the garbage cans, and try to get needed attention to our section of the Downtown. We have attached just one of the many emails from a year ago, September of 2021, To Officer Kimbrough. We need someone to understand our needs, and addressing the decline taking place in our backyard. Donna and I have been addressing this with all departments, Police, GVDA, Chamber, Community Development and Tim Kiser. Officer Kimbrough tried and told us he hit a dead end, and advised that we present the GV City Codes, which we have done. The Codes are there to protect us. Code ( 9.28.010 ) addresses the Public Nuisance aspect relating to garbage. We have listed the 4 Specific concerns in Code 9.28.010. We are also concerned on the volume of food waste, as Pete's puts out 20 garbage cans per week. If for no other reason, the odor and flies cannot continue and need to be addressed immediately.

1. A reduction in Property Values
2. An obstruction to or interference with the comfortable enjoyment of the adjacent property
3. Adverse impacts on the aesthetic quality of property, giving the appearance of blighted conditions and a deteriorated environment
4. Conditions which are injurious to the public health, safety and general welfare including, but not limited to, a harborage for rodents and insects, a dangerous attraction for children and potential for fire and health hazards.

We will be sending you additional correspondence, in our continued effort to get this condition abated. The solution carries no burden, or exposure to our neighbors, as it only requires the neighbors creating the garbage to keep it in the Alley behind, or next to their businesses. Our neighbors behind Brewery building have around 20 garbage cans that WM just backs up to and loads. They're not rolled out to the street. We have sent photos, used arrows, and have only worked to create a solution that does not put the exposure of garbage and conditions we are being subjected to. No parking spaces are lost, no pedestrian traffic impeded, no flies or rodents, and no visual eyesore currently being created.

Unfortunately, Tim Keiser has now sent out a flyer through the GVDA, creating a permanent garbage can drop off in front of our patio. Mr. Kiser painted our yellow drop off zone to a redzone, and created a garbage can area. There are a minimum of 4 garbage can pickups, so there are garbage cans in front of property all the time. Our Patio is intended for a new occupant to use for dining and classified as a food serving area. It complicates our disclosure forms as we are selling our property. Creating a Garbage Can drop off zone, will create a nuisance worse than it already has become. The smell, open lids, unsightliness, and abundance of flies are an obvious nuisance, and surely will devalue our property. We

have made some wonderful improvements to the neighborhood, and creating an area garbage dump site defeats efforts.

Please consider our requests, and have the folks who generate the garbage, manage it, instead of rolling it out on the street in front of our property. We can't let it continue so we are seeking your assistance. We will be glad to meet with you.

Sincerely,

Bob Tonnies and Donna Alarie

Sent from my iPhone

Begin forwarded message:

**From:** Bob Tonnies [REDACTED]  
**Date:** September 28, 2021 at 6:28:21 PM PDT  
**To:** [jherrera@gvdp.net](mailto:jherrera@gvdp.net), [anorris@gvdp.net](mailto:anorris@gvdp.net), [REDACTED]  
**Subject:** Fwd: Vandalism, Lighting, and Garbage in front of our property

Thank you John & Autumn for meeting with us today. We are forwarding our email and photos sent to Sgt. Kimbrough on Sept. 7th. We have been filing complaints with the city since this all started, and endlessly since March of 2020.... Over a year & a half. This should have been corrected long ago, and we appreciate your concern on our behalf. We own the property adjacent to the garbage cans, and City Parking lot. Our attached email details our position.

We are grateful... Bob & Donna  
 C:925-939-4500  
 Sent from my iPhone

Begin forwarded message:

**From:** Bob Tonnies <[call4500@gmail.com](mailto:call4500@gmail.com)>  
**Date:** September 7, 2021 at 9:00:48 PM PDT  
**To:** "Grass Valley Sgt. Dan Kimbrough" <[dkimbrough@gvdp.net](mailto:dkimbrough@gvdp.net)>, [REDACTED]  
**Subject:** Vandalism, Lighting, and Garbage in front of our property

Officer Kimbrough, Thank you and Officer Duncan for meeting with us. My wife Donna and I have a right to enjoy our property, but the conditions we are being exposed to make that impossible. The photos attached are better than words.

1. Without lighting and patrols, the parking lot is unsafe. You have enough police reports of vandalism and drug use to validate our complaint. The lack of lighting has turned the parking lot into a campground and tailgate party. We have sent an endless number of emails to Tom Last and Tim Keiser, yet nothing is done.
2. The stairs are a safety hazard especially with inadequate lighting.
3. 20-30 garbage cans in front of our property, blocks the sidewalk, our driveway, and not only creates an unsightly mess, but obviously would upset any property owner having neighbors put their garbage in front of your property. We can't enjoy our property, and no one respects our concerns, or right to enjoy our property. It must stop...
3. The garbage truck loads the garbage in front of our property and you saw the huge staining on the street and curbing from garbage juice dripping and never cleaned up....

Until it rains...!

4. Beer bottles, canisters used to get high, and the remains of tailgate partying are an endless eyesore. Public consumption creates a serious problem for everyone.

In closing, We have tried to bring change by numerous requests of increasing the lighting on N. Auburn and the parking lot. Also, Stop making our property a garbage dump. We have presented a reasonable solution to The city, where Waste Management does a rear load and picks up the garbage cans from neighboring properties. It eliminates the garbage cans on the street and sidewalks. It's their garbage, and their responsibility, not ours. We will be glad to meet with Chief Gammelgard. Donna and I have a right to enjoy our property, and most importantly feel safe in our home. Our vehicles have been hit twice in the parking lot, and as we reported today, an attempt to siphon gas.

It is clear to everyone there is a serious problem. No one cares enough to correct or prevent what everyone can see is escalating to a more regretful scene for the downtown. Imagine staying at the Courtyard, or going to breakfast at Southpine, or parking in the Parking Lot at night. We need someone who cares about our neighborhood. Thank you for your time to meet with us.

Bob Tonnies  
925-939-4500































Sent from my iPhone

- 
- "CONFIDENTIALITY NOTICE: This email communication may contain private, confidential, or legally privileged information intended for the sole use of the designated and/or duly authorized recipient(s). If you are not the intended recipient or have received this email in error, please notify the sender immediately by email and permanently delete all copies of this email including all attachments without reading them. If you are the intended recipient, secure the contents in a manner that conforms to all applicable state and/or federal requirements related to privacy and confidentiality of such information."

**Taylor Day**

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**From:** Wyeth Harry [REDACTED]  
**Sent:** Monday, October 10, 2022 3:05 PM  
**To:** Public Comments  
**Subject:** Public Comment: Dark Sky Lighting

[You don't often get email from [REDACTED] Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Grass Valley is not doing a good job of promoting what is commonly called Dark Sky Lighting. The term means simply requiring outdoor lights on streets, parking lots, and public areas in general to be shielded so that light shines downward and not upward or sideways. Many municipalities, including Tucson, Sedona, and Flagstaff, Arizona, Ketchum/Sun Valley, Idaho, and Paso Robles, California have laws on the subject. In particular, Tucson is a big city with almost no lighting visible except from underneath.

Some areas of Grass Valley have very poor dark sky lighting: Dorsey Drive, the roundabout at the foot of E. Main St., the new lights in the Target parking lot, and the new walkway on the path to Chapa De IndianHealth. Good areas are the Raleys parking lot, Timberwood Estates, parts of the Briarpatch parking lots, and Nevada City Senior Apartments.

For your meeting on October 11, I request that your Council require your Planning or other department to look into the issue and the possibility of local requirements on the matter, and report back to the public. I will be present to answer any questions.

Thank you.

HARRY WYETH  
[REDACTED]

**Taylor Day**

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**From:** Barbara Rivenes [REDACTED]  
**Sent:** Monday, October 10, 2022 12:35 AM  
**To:** Taylor Day  
**Subject:** Tuesday GV meeting Pioneer Energy agenda item

[You don't often get email from b [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

To: City Council members,

My name is Don Rivenes. I live at 108 Bridger Ct Grass Valley. As Chair of Nevada County Climate Action Now we would like to express our support for the Agenda item recommending joining the CCA of Pioneer Community Energy. This is an opportunity to save Grass Valley citizens money on their electricity bills, but also to reach the goals of the Energy Action Plan to reduce significantly greenhouse gas emissions. An option of the CCA exists for all citizens to sign up for 100% renewable energy. As a member of the Grass Valley Energy Action Plan Working Group I look forward to working with the CCA to offer more incentives for reaching our EAP goals.

Don Rivenes

Sent from my iPad



## Taylor Day

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**From:** Margie Stevens [REDACTED]  
**Sent:** Monday, October 3, 2022 8:40 AM  
**To:** Public Comments

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

City Council Members,

I attended the 9/27/22 meeting, when the Baseline request for tennis court usage was voted on and passed. I have a few concerns, I hope will be addressed before the usage permit is activated.

1. Definition of "non peak hours".
2. Signs installed at the park with days/usage hours so there is no confusion.
3. Process of how membership in the club will be verified and monitored over the year.

Thank you,  
Margie Stevens

**Taylor Day**

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**From:** Doramey Rogers [REDACTED]  
**Sent:** Thursday, September 29, 2022 11:56 AM  
**To:** Public Comments  
**Subject:** How to bring an issue up with City Council?

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

Hello,

I live at 416 W Main in Grass Valley. I've lived at this location for about 2 years and have lived in Nevada County since 1985.

The stretch of road I live on has had a lot of speeding (very high speeds up to 60 mph. maybe more). On an issue that affects the whole town, neighbors lately have also been purposely blasted with thick black smoke from diesel trucks (a newer trend also known as "rollin' coal") while walking down the sidewalk or trying to relax in their front yards.

I have a petition signed by the majority of the neighbors on our block addressing both of these issues, and I would like to submit it and see what we can do to try and solve these issues.

I have been trying to figure out through your website how I may raise these issues but it's got me confused on where to start.

Thank you for your time,  
Dustin Rogers  
[REDACTED]

**Taylor Day**

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**From:** Greta Watson [REDACTED]  
**Sent:** Tuesday, September 27, 2022 11:08 PM  
**To:** Public Comments  
**Subject:** Very disappointed

Hi all,

I was very disappointed in your decision regarding the Baseline group. You were misled by them. After the meeting, one of their members stated that the only reason they formed a club was so that their group could get reservations. They have no interest other than subverting a system that has worked here and across the country for many decades.

As for the comment about across-the-board reservations, there are a number of issues that need to be resolved: how will it be administered, who will collect the court fees each time, how far in advance can a reservation be made (typically one day to three or four days), how will people who aren't knowledgeable about the reservation system react when they get bounced from a court before they have played an hour, and many more issues.

Greta Watson

## Taylor Day

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**From:** Joanna Calabrese [REDACTED]  
**Sent:** Tuesday, October 11, 2022 5:09 PM  
**To:** Public Comments  
**Subject:** Comment on GV Downtown Streetscapes Improvement Project

You don't often get email from jcalabre06@gmail.com. [Learn why this is important](#)

Hi dear GV Council,

I am writing to advocate for the expansion of public benches in downtown GV. I believe that additional seating would facilitate more connection and a stronger community here in Grass Valley, and ultimately result in greater public safety and wellbeing.

I moved here 3 years ago from the SF Bay Area and I live in downtown GV at 214 Lloyd Street. I have noticed that, unlike when I lived in the city and in Nevada City, I do not find myself frequenting downtown as much as I expected, in part because there are few public places to hang out and meet people. I have to go to a business in order to use their seating. I just end up not going. Even when there are farmers and holiday markets, I don't hang out as long as I expected and connect with people because there is nowhere to sit.

I am a psychologist and former urban planner. I know from studying social psychology (the law of reciprocity) and urban planning that when you give people something (ie. create public goods), people feel taken care of and they give back, people invest. I trust that more seating would not only facilitate a boom to businesses in downtown GV, but also create a space for us to mingle and meet our neighbors and feel more safe and at home in our amazing town.

Thank you sincerely for considering my comment.

Joanna Calabrese  
Resident  
214 Lloyd Street, Grass Valley



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Assembly Bill 361 Resolution

**Recommendation:** Adopt resolution R2022-79 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

**Prepared by:** Taylor Day, Deputy City Clerk

**Council Meeting Date:** 10/25/2022

**Date Prepared:** 10/20/2022

**Agenda:** Consent

**Background Information:** On March 4, 2020, the Governor of California proclaimed a state of emergency pursuant to government code section 8625. Assembly Bill 361 went into effect October 1<sup>st</sup>, 2021, it allows legislative bodies to hold public meetings by teleconference without reference to otherwise applicable requirements in the Government Code section 54953(b)(3). The option for teleconferencing is allowed so long as the legislative body complies with certain requirements, there exists a declared state of emergency, and one of the following circumstances is met: 1) State or local officials have imposed or recommended measures to promote social distancing. 2) The legislative body (City Council) is holding the meeting for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees. 3) The legislative body (City Council) has determined, by majority vote, that meeting in person would present imminent risks to the health or safety of attendees. This action will allow City Council and all other legislative bodies to continue with virtual meetings as has been done throughout the COVID-19 pandemic. Live streamed meetings will continue to be available via the City's website, as will the option to leave public comments in real time via voicemail or email.

**Council Goals/Objectives:** Approval of AB 361 Resolution executes portions of City Strategic Goal #6: Public Safety. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

**Fiscal Impact:** N/A

**Funds Available:** N/A

**Account #:** N/A

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

**Attachments:** R2022-79

## RESOLUTION NO. 2022-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY  
AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL  
AND OTHER LEGISLATIVE BODIES OF THE CITY PURSUANT TO GOVERNMENT  
CODE SECTION 54953(e)

WHEREAS, Government Code section 54953(e), as amended by Assembly Bill No. 361, allows legislative bodies to hold open meetings by teleconference without reference to otherwise applicable requirements in Government Code section 54953(b)(3), so long as the legislative body complies with certain requirements, there exists a declared state of emergency, and one of the following circumstances is met:

1. State or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body is holding the meeting for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body has determined, by majority vote, that meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, the Governor of California proclaimed a state of emergency pursuant to Government Code section 8625 on March 4, 2020; and

WHEREAS, the City Council previously adopted Resolution No. 59 on October 26, 2021 finding that the requisite conditions exist for the City Council and other legislative bodies of the City, including the Planning Commission, Development Review Commission, and Historical Commission to conduct teleconference meetings under California Government Code section 54953(e); and

WHEREAS, Government Code section 54953(e)(3) requires the legislative body adopt certain findings by majority vote within 30 days of holding a meeting by teleconference under Government Code section 54953(e), and then adopt such findings every 30 days thereafter; and

WHEREAS, the City Council desires to continue holding its public meetings by teleconference consistent with Government Code section 54953(e), and to authorize other legislative bodies of the City, including the Planning Commission, Development Review Commission, and Historical Commission to do the same.

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



Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Conditions are Met. The City Council hereby finds and declares the following, as required by Government Code section 54953(e)(3):

1. The City Council has reconsidered the circumstances of the state of emergency declared by the Governor pursuant to his or her authority under Government Code section 8625; and
2. The state of emergency continues to directly impact the ability of members of the City Council and other legislative bodies of the City to meet safely in person.

Section 3. Meeting Requirements. All meetings held pursuant to Government Code section 54953(e) shall comply with the requirements of that section and all other applicable provisions of the Ralph M. Brown Act (Government Code section 54950 et seq.).

Section 4. Regular Findings. Pursuant to Government Code section 54953(e)(3), if the Town Council desires to continue holding its public meetings by teleconference consistently with Government Code section 54953(e), it shall make findings not later than 30 days after the meeting at which this Resolution was adopted, and every 30 days thereafter, as required by that section.

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

PASSED AND ADOPTED by the City Council of City of Grass Valley, this 25th day of October, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Ben Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

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Taylor Day, Deputy City Clerk

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Michael Colantuono, City Attorney



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Local Emergency Proclamation (COVID-19)

**Recommendation:** Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency

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

**Council Meeting Date:** 10/25/2022

**Date Prepared:** 10/20/2022

**Agenda:** Consent

**Background Information:** On March 5, 2020 the City Manager, acting as the Director of Emergency Services for the City of Grass Valley and the Disaster Council (Vice Mayor Aguilar and Councilmember Arbuckle), declared a local State of Emergency to ensure emergency personnel can obtain equipment and resources in the most timely and effective manner. In accordance with the Emergency Services Act Section 8630 (b) the governing body must ratify the declared emergency within 7 days for it to remain in effect. On March 10, 2020, at the Grass Valley City Council Meeting, the City Council approved Resolution 2020-09, Proclamation of Local Emergency. The City Council shall review, at its regularly scheduled meeting until the local emergency is terminated, the need for continuing the local emergency.

**Council Goals/Objectives:** Continuance of the proclamation declaring a Local State of Emergency due to prepare against coronavirus COVID-19 executes portions of City Strategic Goal #6: Public Safety. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

**Fiscal Impact:** The changing variants of COVID19 make it very difficult to anticipate the Fiscal Impact moving forward. For FY 2022/23, it appears the impacts will be minimal compared to previous years, but due to the constantly changing impacts of COVID-19 the actual fiscal impact may change.

**Funds Available:** N/A

**Account #:** N/A

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

**Attachments:** None



## City of Grass Valley City Council Agenda Action Sheet

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**Title:** Local Emergency Proclamation (Drought Conditions)

**Recommendation:** Drought Conditions proclamation declaring a Local State of Emergency

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

**Council Meeting Date:** 10/25/2022

**Date Prepared:** 10/20/2022

**Agenda:** Consent

**Background Information:** On May 10, 2021, Governor Newsom modified a State of Emergency Proclamation that declared that a State of Emergency to exist in California due to severe drought conditions to include 41 counties, including Nevada County. The Proclamation directed state agencies to partner with local water suppliers to promote conservation through the Save Our Water campaign, a critical resource used by Californians during the 2012-2016 drought. Some municipalities have already adopted mandatory local water-saving requirements, and many more have called for voluntary water use reductions.

Nevada Irrigation District (NID) declared a drought emergency throughout the District's service area on April 28, 2021, which includes portions of the City of Grass Valley, and requested that customers conserve 10 percent of their normal water usage. Both NID and Nevada City have now mandated at least 20% conservation requirements.

On June 22, 2021, City Council approved Resolutions No. 2021-41 declaring a local emergency due to drought conditions and No.2021-42 mandating water conservation. All treated Water Customers are required to reduce water use by 20%.

**Council Goals/Objectives:** This resolution executes portions of work tasks towards achieving/maintaining Strategic Plan - Water and Wastewater Systems and Underground Infrastructure. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

**Fiscal Impact:** The Fiscal Impact to the Water Fund should be minor, but if the drought continues for several years the impact could be more significant.

**Funds Available:** N/A

**Account #:** N/A

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



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Second Reading of Ordinance No. 819 Pioneer Community Energy - Community Choice Aggregation Program (CCA) for the City of Grass Valley

**Recommendation:** That Council 1) adopt Resolution No. 2022-77 again, with Ordinance adoption date, requesting membership in Pioneer Community Energy and Authorizing the Execution of Amendment No. 5 to the Amended and Restated Joint Exercise of Powers Agreement; and 2) approve and waive full reading of Ordinance No. 819 Authorizing the Implementation of a Community Choice Aggregation Program in the City of Grass Valley.

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

**Council Meeting Date:** 10/25/2022

**Date Prepared:** 10/18/2022

**Agenda:** Consent

**Background Information:** Pioneer Community Energy (Pioneer) is a Joint Powers Authority (JPA) formed between the Counties of Placer and El Dorado, the Town of Loomis, and the Cities of Auburn, Colfax, Lincoln, Placerville, and Rocklin.

Pioneer is a Community Choice Aggregation Program (CCA) authorized under Assembly Bill 117 (2002). The CCA provides local control over the electricity supply with a primary goal of providing stable and competitive electricity rates to the residents and businesses within its member jurisdictions.

Pioneer purchases the electricity supply and PG&E transmits and delivers the power through PG&E's infrastructure (poles and wires). PG&E continues to own, operate, and maintain its distribution infrastructure. PG&E also continues to provide meter reading and billing services for Pioneer's customers.

On September 17, 2021, the Pioneer executive team met with City staff to discuss the benefits of joining a CCA, how Pioneer may be a fit for this region and necessary next steps.

On January 25, 2022, the Pioneer executive team gave a presentation to the City Council. This presentation was a general introduction to a CCA and Pioneer. At this meeting, the City Council authorized staff to proceed with an Impact Assessment Study.

At the September 15, 2022, Pioneer Governing Board meeting, the Board received results of the Impact Assessment Study and unanimously approved a resolution authorizing Pioneer staff to begin the process of amending the Joint Exercise of Powers Agreement to allow the City of Grass Valley and Nevada City to join the JPA.

According to the Impact Assessment Study and the Pioneer leadership team, the expansion provides potential benefits to the residents and businesses in the new member service territories. Significant benefits include:

- **Stable and Competitive Rates** - From 2018 through 2021, Pioneer customers have saved \$21.9 million. The Impact Assessment Study indicates that the City residents and businesses should expect to see annual savings of more than \$650,000, based on 2022 electric rates.
- **Local Control** - As a member of the JPA, the City will have one seat on the Pioneer Board of Directors. This Board member is appointed by the City Council. All meetings are open to the public and every person's voice will be heard.
- **Legislative & Regulatory Influence & Advocacy** - Pioneer is an advocate for the member agency residents and businesses by working with the state legislature, the California Public Utilities Commission, and PG&E on behalf of customer interests and concerns.
- **Local Jobs and Power Supply Resources** - Pioneer supports local business. This occurs through power contracts and non-power contracts and purchases. The projected savings for Pioneer customers will result in more spending by residents and businesses, further stimulating the local economy.
- **Programs** - The new members will have an impact on Pioneer's energy efficiency programs and the ability to customize programs to meet their specific needs.

At the October 11<sup>th</sup>, 2022 City Council Meeting, the City Council approved Resolution No. 2022-77 requesting membership in Pioneer Community Energy, and authorizing the Mayor to execute Amendment No. 5 to the Amendment and Restated Joint Powers Agreement. At that meeting, City Council also introduced and conducted first reading of an ordinance authorizing the establishment of a CCA program in the City.

A Second Reading of the proposed Ordinance No. 819 is required to finalize the processing of the ordinance. Should the City Council adopt a second reading of the ordinance on October 25, 2022, the ordinance will become effective 30 days thereafter. Additionally, staff is requesting Council to readopt Resolution No. 2022-77 to add the date the Council approved and finalized Ordinance No. 819.

The next step in this process will be for Pioneer's Board of Directors to take action on the Amendment to the Joint Powers Agreement, allowing the City to join Pioneer as a member and Pioneer to commence the programs outlined above.

## **ENVIRONMENTAL CLEARANCE**

The adoption of the Resolution does not constitute a project and is therefore exempt from the requirements of CEQA in accordance with Section 15378(b)(4) and (5).

**Council Goals/Objectives:** The item executes portions of work tasks towards achieving/maintaining Strategic Plan - High Performance Government and Quality Service.

**Fiscal Impact:** The City bore a fiscal impact capped at \$15,000 to fund half the cost of an impact assessment study with Pioneer funding the other half. There is no risk to the general fund related to joining of Pioneer and approving an ordinance to institute a CCA program in the City. The cost to serve the new members is funded through Pioneer rates. Overall, by joining Pioneer the City should save money on our yearly energy cost compared to PG&E.

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** City Manager

**Attachments:** R2022-77, O.819, Pioneer JPA amendment no.5



**ORDINANCE NUMBER 819****ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY  
AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE  
AGGREGATION PROGRAM IN THE CITY OF GRASS VALLEY**

WHEREAS, on September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (CCA); and

WHEREAS, on September 27, 2006, Assembly Bill 32 (AB 32), the Global Warming Solutions Act, was signed into law establishing the goal of reducing California's greenhouse gas (GHG) emissions to 1990 levels by 2020; and

WHEREAS, the Act expressly authorizes participation in a CCA through a joint powers agency, and on February 22, 2017, Pioneer Community Energy (Pioneer) was established as a joint powers authority pursuant to an Amended and Restated Joint Powers Agreement, as amended from time to time, for the establishment of a CCA; and

WHEREAS, the California Public Utilities Commission certified the "Implementation Plan" of Pioneer, confirming Pioneer's compliance with the requirements of the Act; and

WHEREAS, currently electricity is generated and provided to the residents of the City of Grass Valley by Pacific Gas and Electric Company (PG&E) with no alternative provider for the City of Grass Valley; and

WHEREAS, the City of Grass Valley finds it important that its residents, businesses and public facilities have alternative choices to energy procurement beyond PG&E; and

WHEREAS, on March 22, 2022 the City and Pioneer began discussions and studies to consider the financial feasibility and assessed risk of the addition of the City into the service area of Pioneer; and

WHEREAS, contingent on completion of those discussions and studies, the City believes joining Pioneer will provide financial and other advantages to businesses and residents of the City of Grass Valley; and

WHEREAS, the Pioneer Joint Powers Agreement requires a prospective member to individually adopt a resolution of intent expressing a desire to become a member of the Pioneer Joint Powers Authority and adopt an ordinance electing to implement a CCA within its jurisdiction pursuant to PUC 366.2; and

WHEREAS, the City finds that adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a "project" since it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Reg. § 15378(a)). Further, the ordinance is exempt from CEQA, as there is no possibility that the ordinance or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061 (b)(3)).

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

SECTION 1. The recitals above are true and correct and are incorporated by this reference and constitute findings in this matter.

SECTION 2. The City Council of the City of Grass Valley authorizes the implementation of a Community Choice Aggregation Program within the City of Grass Valley through participation in the Community Choice Aggregation Program of the Pioneer Community Energy Joint Powers Authority, contingent on all of the following: completion of the impact analysis by Pioneer, the City's adoption of a resolution of intent expressing the City's desire to become a member of Pioneer, approval of an amendment to the Amended and Restated JPA by the City, each member entity, and the Pioneer Board, and the certification by the Public Utilities Commission of the Implementation Plan filed by Pioneer to include the City.

SECTION 3. The provisions of this Ordinance are separate and severable. If any provision of this Ordinance is for any reason held by a court to be invalid, the City Council declares that it would have passed this Ordinance irrespective of the invalidity of the provision held to be invalid and such invalidity shall therefore not affect the remaining provisions of this Ordinance which shall remain in full force and effect or the validity of its application to other persons or circumstances.

SECTION 4. This Ordinance shall take effect 30 days after its adoption.

SECTION 5. A summary of this Ordinance will be published within 15 days after its adoption in *The Union*, a newspaper of general circulation in the City of Grass Valley.

INTRODUCED and first read at a regular meeting of the City Council on the 11<sup>th</sup> day of October, 2022.

FINAL PASSAGE AND ADOPTION by the City Council was at a meeting held on the 25th day of October, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Ben Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Taylor Day, Deputy City Clerk

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

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

**RESOLUTION NO. 2022-77****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY  
REQUESTING MEMBERSHIP IN PIONEER COMMUNITY ENERGY AND  
APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS  
AGREEMENT AND AMENDMENT NO. 5 THERETO**

**WHEREAS**, on September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (CCA); and

**WHEREAS**, on September 27, 2006, Assembly Bill 32 (AB 32), the Global Warming Solutions Act, was signed into law establishing the goal of reducing California's greenhouse gas (GHG) emissions to 1990 levels by 2020; and

**WHEREAS**, the Act expressly authorizes participation in a CCA through a joint powers agency, and on February 22, 2017, Pioneer Community Energy (Pioneer) was established as a joint powers authority pursuant to an Amended and Restated Joint Powers Agreement, as amended from time to time, for the establishment of a CCA; and

**WHEREAS**, the California Public Utilities Commission certified the "Implementation Plan" of Pioneer, confirming Pioneer's compliance with the requirements of the Act; and

**WHEREAS**, currently electricity is generated and provided to the residents of the City of Grass Valley by Pacific Gas and Electric Company (PG&E) with no alternative provider for the City; and

**WHEREAS**, the City finds it important that its residents, businesses and public facilities have alternative choices to energy procurement beyond PG&E; and

**WHEREAS**, in March 22, 2022, the City and Pioneer began discussions and studies to consider the financial feasibility and assessed risk of the addition of the City into the service area of Pioneer; and

**WHEREAS**, on October 25, 2022, the City Council approved Ordinance No. 819 conditionally authorizing the implementation of a Community Choice Aggregation Program within the areas currently served by PG&E in the City through participation in the Community Choice Aggregation Program of the Pioneer Community Energy Joint Powers Authority; and

**WHEREAS**, having conducted additional discussions with Pioneer and having reviewed the results of the impact analysis commissioned by Pioneer, the City believes joining Pioneer will provide financial and other advantages to businesses and residents of the City by providing alternative choices to energy procurement beyond PG&E; and

**WHEREAS**, the Pioneer Amended and Restated Joint Exercise of Powers Agreement requires a prospective member to individually adopt a resolution of intent expressing desire to become a member of the Joint Powers Authority; and

**WHEREAS**, the City finds that adoption of this resolution is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a “project” since it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Reg. § 15378(a)). Further, the resolution is exempt from CEQA, as there is no possibility that the resolution or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061 (b)(3)).

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Grass Valley does hereby resolve, declare and order as follows:

**Section 1.** The recitals above are true and correct and are incorporated by this reference and constitute findings in this matter.

**Section 2.** The City Council of the City of Grass Valley hereby expresses its desire to become a member of the Pioneer Community Energy Joint Powers Authority.

**Section 3.** The City Council of the City of Grass Valley requests that the Board of Directors of Pioneer Community Energy approve the City of Grass Valley as a member of the Pioneer Community Energy Joint Powers Authority.

**Section 4.** The City Council of the Grass Valley approves the Amended and Restated Joint Exercise of Powers Agreement and Amendment No. 5 thereto (attached hereto as Exhibit A and incorporated as if fully set forth herein) and authorizes the Mayor to execute same.

**Section 5.** The City Council of the City of Grass Valley authorizes the City Manager, or designee, to execute other documents necessary or desirable to facilitate membership in Pioneer Community Energy, subject to review and approval by the City Attorney.

The foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Grass Valley held on the 25th day of October 2022, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Ben Aguilar, Mayor

ATTEST:

---

Taylor Day, Deputy City Clerk

APPROVED AS TO FORM:

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Michael Colantuono, City Attorney

## **AMENDMENT NO. 5 TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY**

THIS AMENDMENT (hereafter "Amendment") amends the Amended and Restated Joint Exercise of Powers Agreement (hereafter "Amended and Restated JPA") with the effective date of February 22, 2017 which was by and between the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the CITY OF LINCOLN, the TOWN OF LOOMIS, and the CITY OF ROCKLIN, and as executed pursuant to Amendment No. 1 to the Amended and Restated JPA by the COUNTY OF EL DORADO and the CITY OF PLACERVILLE all public entities of the State of California. By this Amendment the City of Nevada City and the City of Grass Valley (collectively, the "New Voting Members") become signatories to the Amended and Restated JPA.

WHEREAS, on September 9, 2015 the COUNTY OF PLACER and the CITY OF COLFAX entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code Section 6500, et seq.; and

WHEREAS, the Amended and Restated JPA became effective on February 22, 2017 and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members of the Joint Exercise of Powers Agreement and established a Community Choice Aggregation Program within the jurisdictions of the Voting Members; and

WHEREAS, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy, as it is known today; and

WHEREAS, Amendment No. 1 to the Amended and Restated JPA, which was approved by the Governing Board on December 27, 2020 and became effective March 9, 2021, authorized the County of El Dorado and the City of Placerville to become Voting Members; and

WHEREAS, the Voting Members wish to amend the Amended and Restated JPA a fifth time to add the City of Nevada City and the City of Grass Valley as Voting Members.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE AMENDED AND RESTATED JOINT POWERS AGREEMENT:

1. Section 5.A shall be replaced by the following:

### Section 5. Governance and Internal Organization

- A. Governing Board. The governing body of the Authority shall consist of up to a twelve (12) person Board, consisting of two (2) members of the Placer County Board of Supervisors, and one (1) member each appointed by the El Dorado County Board of Supervisors, the Cities of Auburn, Colfax, Grass Valley, Rocklin, Lincoln, Nevada City, Placerville and the Town of Loomis that becomes a signatory to this Agreement ("Board Member").



The Board of Supervisors from Placer County, the Board of Supervisors from El Dorado County, and the City/Town Councils set out above shall respectfully appoint such member(s) and not less than one alternate member. The term of office of each Board Member and respective alternate may be terminated at any time by the appointing Board of Supervisors or City/Town Council. The designated alternate shall have authority to attend, participate, and vote at any meeting of the Board or committee whenever the regular member, for whom they are designated to act as an alternate, is absent from the meeting.

2. Effective Date. This Amendment shall take effect and become operative after the Cities of Grass Valley and Nevada City each approve and sign the Amendment and after the CPUC certifies the Implementation Plan filed by Pioneer to include the Cities of Grass Valley and Nevada City.
3. Counterparts. This Amendment may be executed in counterparts and be as valid and binding as if each Member signed the same copy. A faxed or scanned copy of the executed signature page shall be sufficient to cause the terms of this Amendment to become fully operative. The effective date of this Amendment shall be the date it is approved by the Pioneer Board.
4. Except as specifically amended above, all other provisions of the Amended and Restated JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the Voting Members have executed this Amendment No. 5 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy.

EXECUTED ON

COUNTY OF EL DORADO, a political  
subdivision

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_

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EXECUTED ON

COUNTY OF PLACER, a political  
subdivision

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_

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EXECUTED ON

CITY OF AUBURN, a Municipal Corporation

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_

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EXECUTED ON

CITY OF COLFAX, a Municipal Corporation

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Mayor, City Council

ATTEST:

\_\_\_\_\_

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EXECUTED ON

CITY OF GRASS VALLEY, a Municipal  
Corporation

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Mayor, City Council

ATTEST:

\_\_\_\_\_

**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

CITY OF LINCOLN, a Municipal Corporation

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Mayor, City Council

ATTEST:

\_\_\_\_\_

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EXECUTED ON

CITY OF NEVADA CITY, a Municipal  
Corporation

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Mayor, City Council

ATTEST:

\_\_\_\_\_

**SIGNATURES CONTINUED ON NEXT PAGE**



EXECUTED ON

CITY OF PLACERVILLE, a Municipal  
Corporation

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Mayor, City Council

ATTEST:

\_\_\_\_\_

**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

CITY OF ROCKLIN, a Municipal Corporation

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Mayor, City Council

ATTEST:

\_\_\_\_\_

**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

TOWN OF LOOMIS, a Municipal Corporation

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Mayor, Town Council

ATTEST:

\_\_\_\_\_



## City of Grass Valley City Council Agenda Action Sheet

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**Title:** Council Chambers and Hullender Conference Room Audio, Video and Sound System Broadcast Upgrade.

**Recommendation:** The Council 1) approves the City Manager to execute a Professional Services Agreement with Conti, LLC to complete audio, video, and sound system broadcasting upgrades in the Council Chambers and Hullender Conference Room subject to legal review; 2) allow City Manager to approve a 5% contingency; 3) allow Finance Director to make any necessary budget adjustments and transfers.

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**Prepared by:** Zac Quentmeyer, Community Services Analyst II

**Council Meeting Date:** 10/25/2022

**Date Prepared:** 10/14/2022

**Agenda:** Consent

**Background Information:** The COVID-19 pandemic dramatically changed the way citizens interface with local governments. Community demands for virtual involvement and participation in public meetings have increased since March 2020. While evaluating how to best meet the ever changing community demands, staff determined that updating the existing antiquated audio and video equipment in the Council Chambers is required to maintain equitable and meaningful access for the public. Upgrading the existing equipment will allow the City to meet current and future expected broadcasting and community needs. Additionally, the COVID-19 pandemic highlighted a need to be able to broadcast from multiple locations and receive input from the community in new ways. Therefore, this project includes adding audio and video equipment to the Hullender Conference Room to provide additional opportunities for public participation during highly attended or challenging public forum conditions.

**Council Goals/Objectives:** Upgrading Council Chambers and Hullender Conference Room audio, video, and sound system equipment fulfills High Performance Government and Quality Service objectives outlined in the adopted Grass Valley Strategic Plan.

**Fiscal Impact:** \$125,299.65 (includes 5% cost increase contingency)

**Funds Available:** Yes

**Account #:** various accounts

**Reviewed by:** City Manager

**Attachments:** Draft Professional Services Agreement

## PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of Grass Valley / Conti, LLC)

### 1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Grass Valley, a California municipal corporation (“City”), and Conti, a **California limited liability company** (“Consultant”).

### 2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Install audio, video and sound system broadcasting equipment in the Council Chambers and Hullender Conference Room.
- 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.
- 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 risk of 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. “Scope of Services”: Such professional services as are set forth in Consultant’s October 4, 2022, proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Zac Quentmeyer, Community Services Analyst. 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.

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- 3.3. “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.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Nineteen Thousand Three Hundred Thirty-Three Dollars (\$119,333.00).
- 3.5. “Commencement Date”: 10/25/2022.
- 3.6. “Termination Date”: 10/25/2023.

#### 4. 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 16 (“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.

#### 5. CONSULTANT’S DUTIES

- 5.1. **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.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **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.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.



- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. 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.).
- 5.6. **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.
- 5.7. **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. Bill Famini 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.
- 5.8. **Substitution of Personnel.** Naming any persons 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.
- 5.9. **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.
- 5.10. **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.
- 5.11. **Records.** Consultant shall maintain any and 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

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business hours, upon oral or written request of City. In addition, pursuant to Government Code § 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000, 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. SUBCONTRACTING

- 6.1. **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 other than by an amendment to this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **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.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes to or for any subcontractors.

## 7. COMPENSATION

- 7.1. **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 the Agreement Administrator in advance.
- 7.2. **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.

- 7.3. **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.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts in an invoice submitted by Consultant.
- 7.5. **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 to this Agreement. Consultant shall not undertake any such work without prior written approval of the Project Administrator.
- 7.6. **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.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

## 8. 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. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. 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.

## 9. 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.

## 10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or to otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent in any manner that it is, or that any of its agents or employees are, employees of City.
- 10.3. **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.
- 10.4. **Indemnification of CalPERS Determination.** If 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.

## 11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "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 officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

- 11.3 **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.
- 11.4 **Attorney Fees.** Such costs and expenses shall include reasonable attorney' 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 attorney' fees, defense costs, or expenses if it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 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.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **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 regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of 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.
- 12.2. **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

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the following reference: City Council Chambers and Adjacent Conference Room Audio, Video, and Sound System Broadcasting Upgrade 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.

**12.3. 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 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.

**12.4. 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.

**12.5. Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers'

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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. If Consultant is an individual and has no employees, the Project Administrator may accept an affirmation of that fact in lieu of proof of workers compensation insurance.

- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned, if any, non-owned, and hired automobiles and trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. 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.

The Project Administrator may, in his or her sole discretion, waive the requirement for Professional Liability Insurance by initialing here:

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

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

- 12.8. **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 this Agreement or the beginning of work under this Agreement. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of work under this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of this Agreement, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work under this Agreement.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees must be endorsed as additional insureds for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, 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, 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

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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.

- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of work under this Agreement 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.
- 12.11. **Notices.** Contractor 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 before 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: Zac Quentmeyer, 125 East Main Street, Grass Valley, CA 95945.
- 12.12. **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.
- 12.13. **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.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **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 before 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.

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- 12.16. **Duty to Defend and Indemnify.** 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 of this Agreement or its early termination.

### 13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as are reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **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.

### 14. 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

Zac Quentmeyer  
City of Grass Valley  
Community Development Department  
125 E Main Street  
Grass Valley, CA 95945  
Telephone: (530) 274-4713  
Facsimile: (530) 274-4399

#### If to Consultant

Bill Famini  
Conti, LLC  
920 Stillwater Rd. Suite 180  
West Sacramento, Ca 95605  
Telephone: (916) 900-8111 x231  
Facsimile: (916) 256-3361

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

## 15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.11 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement.

## 16. TERMINATION

- 16.1. **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.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice to allow City time to procure replacement services.
- 16.3. **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.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **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 from this Agreement shall be effective and binding only if made in writing and executed by City and Consultant.

- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience of 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 govern in the construction of this Agreement.
- 17.4. **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).
- 17.5. **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.
- 17.6. **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.

## 18. GENERAL PROVISIONS

- 18.1. **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 them without prior written consent by the Project Administrator. City shall grant such consent if disclosure is legally required. Consultant shall return all City data to City upon the termination or expiration of this Agreement.
- 18.2. **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 subcontractors to file, a Statement of Economic Interest under the Political Reform Act 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. No City Councilmember, officer, or employee of City, during the term of his or her service to City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising from it.

- 18.3. **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.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and permitted assigns of the parties.
- 18.5. **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 under this Agreement.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **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 or any other unlawful basis. 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 shall post this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- 18.8. **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.
- 18.9. **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.
- 18.10. **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 either 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 of such other rights, powers or remedies.

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

Page 14 of 31

- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable and actual attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Nevada County, California and Consultant hereby consents to jurisdiction there for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **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. 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”  
Conti, LLC

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

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

Printed: Tim Kiser

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

Title: City Manager

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

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

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

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

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

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

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

**Attest:**

By: \_\_\_\_\_  
Taylor Day, Deputy City Clerk

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

**Approved as to form:**

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

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

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

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## EXHIBIT A

### SCOPE OF SERVICES

#### Council Chambers

##### *Audio System*

###### **A. DSP**

Remove the current hardware and replace with a new QSC Core 110f Processor.

1. Programming will be added for the Conferencing audio
2. Provide/Install (12) Shure Gooseneck Microphones for the Dias and Staff
3. Provide/Install New Amplifier
4. Provide/Install (8) new ceiling mounted speakers in the council chambers and (6) in the Conference Room

##### *Video System*

###### **A. Video Matrix**

The solution will be a 8x8 Crestron Digital Media system to switch all video sources and Destination via the Crestron touch-panels.

- Provide/Install (3) DM output cards 3 existing Displays in the Council Chambers, the 2 Displays in the Conference Room and (5) monitors at the Dias and staff locations.
- Provide/Install (3) DM input cards for the (1) inputs at the Clerk and the (1) Podium (1) in the Conference Room
- Provide/Install (2) HDMI output cards for the AV DM Audio to QSC QSYS DSP & Wirecast

###### **B. Video signal Input**

Provide HDMI and USB inputs for laptops at the following location:

- Clerk this will allow for presenter input and input for USB to facilitate conferencing.
- Podium this will allow for presenter input and input for USB to facilitate conferencing
- Conference Room this will allow for presenter input and input for USB to facilitate conferencing
- SDI Inputs from Wirecast (1) for the Council Chambers (1) for the Conference Room

###### **C. Video signal Output**

Provide the video distribution outputs to the following locations:

- (4) Displays in Council Chambers & Lobby
- (5) Monitors around Dais
- (2) 75" Displays in Conference Room
- Broadcast feed

##### *Control System*

A. Crestron series 4 processor to control hardware. The user interface will be

- Touch panel located at Clerk location (1) 21" Touch panel with video
- Touch panel location T.B.D. in the Conference Room (1) 7" Touch panel

B. The graphical user interface (GUI) will include:

- An audio page to adjust audio levels as well as mute
- A video page for routing of video inputs to outputs
- Dynamic preset buttons for the different meeting types to take place in the Council Chambers.
- Video Conferencing
- Ipad Duplication

### **Cameras**

A. Integrate Owner Provided Camera's

B. Cameras will be controlled by Wirecast

### **Conference Room**

- Provide/Install (2) new 75" Displays
- Provide/Install (2) new Ceiling Microphones
- Touch panel location T.B.D. in the Conference Room (1) 7" Touch panel
- HDMI Input to system/ USB Extender this will allow for presenter input and input for USB to facilitate conferencing


### **AV Equipment Racks**

- Use Existing Rack

### **Electrical Work**

- Add electrical outlets in the conference room for 2 display locations, use existing electrical circuits in Conference room

Item # 7.

TO:	 <p><b>Zac Quentmeyer</b> Community Services Analyst II Community Development Department (P): (530) 274-4713   (F): (530) 274-4399 City of Grass Valley   125 E Main St. Grass Valley, CA 95945 <a href="http://www.cityofgrassvalley.com">www.cityofgrassvalley.com</a></p>	<p><b>DATE:</b>               <b>10/4/22</b>                               <b>JOB NO.:</b>   <b>-----</b></p> <p><b>ATTENTION:</b> <b>ZAC QUENTMEYER</b></p>
		<p><b>RE: City of Grass Valley - RFP - City Council Chambers and Adjacent Conference Room Audio, Video, and Sound System Broadcasting Upgrade Project</b></p>

WE ARE SUBMITTING THE FOLLOWING:		IN THE FORM OF:PDF's	
<input checked="" type="checkbox"/> PROPOSAL	<input type="checkbox"/> ATTACHED	<input type="checkbox"/> DISKETTES	<input type="checkbox"/> SAMPLES
<input type="checkbox"/> COPY OF LETTER	<input type="checkbox"/> CHANGE ORDER	<input type="checkbox"/> RFI	<input type="checkbox"/> PRINTOUTS
<input type="checkbox"/> OTHER –		<input type="checkbox"/> SPECIFICATIONS	<input checked="" type="checkbox"/> Submittal

Quantity	DESCRIPTION
1	<b>Proposal for the City Council Chambers and Adjacent Conference Room Audio, Video, and Sound System Broadcasting Upgrade Project</b>
	Conti LLC acknowledged and has reviewed and accepted the City of Grass Valley sample agreement (Attachment A) with or without qualifications.



Conti LLC  
920 Stillwater Rd. Suite 180,  
West Sacramento, CA 95605

Item # 7.

SUBMITTED BY: Bill Famini

Bill Famini  
TECHNOLOGY DIVISION MANAGER- NORTHERN CALIFORNIA



920 Stillwater Road Suite 180 West Sacramento, CA

C 702.561.8163

P 916.900.8111 x231

F 916.256.3361

W [conticorporation.com](http://conticorporation.com)

RECEIVED BY:

Print: \_\_\_\_\_

Signature: \_\_\_\_\_



#### A brief history of Conti LLC

Conti is a nationwide company that has been in business since 1969.

Service's offered are renewable energy and environmental, electrical and technology. Within the technology we offer Audio Visual, Tel/Data and security systems.

Conti has over 12 Company owned locations throughout North America and Mexico. Conti not only

has their own service and support infrastructure at each location but also has regional, national and

international resources which give us the ability to quickly scale the necessary resources for projects.

We have the resources, both financial and the available personnel pool, to begin this project today.

We welcome your questions and discussions relevant to the solutions that we have included as part of this proposal

Conti always expects to work closely with our customer in the pursuit of a successful implementation project. While Conti will assume the responsibility for the project management of our customer's internal resources. Conti has found that its customers benefit from participating in the project assessment, planning and ongoing status reporting process. By having participated throughout its key phases, there is ownership and buy-in to the end product. Conti, in turn, will benefit from the detailed knowledge that our customer has of its operation, current systems, and business imperatives.

C7/C10 Lic# 1067502



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F 916-256-3661  
[bfamini@conticorporation.com](mailto:bfamini@conticorporation.com)

10/4/22

Zac Quentmeyer



Community Services Analyst II  
Community Development Department  
(P): (530) 274-4713 | (F): (530) 274-4399  
City of Grass Valley | 125 E Main St. Grass Valley, CA 95945  
[www.cityofgrassvalley.com](http://www.cityofgrassvalley.com)

To:

Re: **Council Chambers & Conference Room Audio/Visual Upgrades**

Dear Mr. Quentmeyer,

We are submitting a proposal based on the site visit and discussions for the City of Grass Valley, furnishing and installing audio/video and control systems for Council Chambers and Conference Room. We believe this proposal offers the City of Grass Valley exceptional range of experience and depth of resources necessary to provide responsive, quality work at a cost-effective price.

As the enclosed proposal will indicate, Conti has the experience, dedication, and flexibility to accomplish the goal of this project.

We have developed the methodologies, processes and procedures that ensures the City of Grass Valley that Conti will complete this project on schedule, will meet all expectations and will meet or exceed all safety and health requirements.

In addition, with these processes and programs in place, Conti will provide the most cost-effective pricing solution and long-term value to the City of Grass Valley.

- We are licensed C7/C10 contractor, we will provide all electrical and low voltage systems as detailed below

As per our discussions, site visit and email communications, **Conti LLC** is pleased to provide you the following proposal for the City of Grass Valley Council Chambers & Conference Room AV Upgrade. We based our proposal on the correspondents and site visit



Conti LLC  
920 Stillwater Rd, Suite 180  
West Sacramento, CA 95605  
P 916 900 8111  
C 702 561 8163  
F 916-256-3661  
[bfamini@conticorporation.com](mailto:bfamini@conticorporation.com)

### **Description of Proposed Solution**

#### **Council Chambers**

##### **Audio System**

###### **A. DSP**

We will remove the current hardware and replace with a new QSC Core 110f Processor.

1. Programming will be added for the Conferencing audio
2. Provide/Install (12) Shure Gooseneck Microphones for the Dias and Staff
3. Provide/Install New Amplifier
4. Provide/Install (8) new ceiling mounted speakers in the council chambers and (6) in the Conference Room

##### **Video System**

###### **A. Video Matrix**

The solution will be a 8x8 Crestron Digital Media system to switch all video sources and Destination via the Crestron touch-panels.

- Provide/Install (3) DM output cards 3 existing Displays in the Council Chambers, the 2 Displays in the Conference Room and (5) monitors at the Dias and staff locations.
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###### **B. Video signal Input**

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###### **C. Video signal Output**

We will provide the video distribution outputs to the following locations:

- (4) Displays in Council Chambers & Lobby
- (5) Monitors around Dais
- (2) 75" Displays in Conference Room
- Broadcast feed

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[bfamini@conticorporation.com](mailto:bfamini@conticorporation.com)**Control System**

- A. Crestron series 4 processor to control hardware. The user interface will be
  - Touch panel located at Clerk location (1) 21" Touch panel with video
  - Touch panel location T.B.D. in the Conference Room (1) 7" Touch panel
- B. The graphical user interface (GUI) will include:
  - An audio page to adjust audio levels as well as mute
  - A video page for routing of video inputs to outputs
  - Dynamic preset buttons for the different meeting types to take place in the Council Chambers.
  - Video Conferencing
  - Ipad Duplication

**Cameras**

- A. Integrate Owner Provided Camera's
- B. Cameras will be controlled by Wirecast

**Conference Room**

- Provide/Install (2) new 75" Displays
- Provide/Install (2) new Ceiling Microphones
- Touch panel location T.B.D. in the Conference Room (1) 7" Touch panel
- HDMI Input to system/ USB Extender this will allow for presenter input and input for USB to facilitate conferencing

**AV Equipment Racks**

- Use Existing Rack

**Electrical Work**

- Add electrical outlets in the conference room for 2 display locations, use existing electrical circuits in Conference room

Description	Cost
Audiovisual Upgrade Material/Labor/Programming/Training/Documentation	\$117,333.00
Electrical Work	\$2,000.00
<b>TOTAL COST</b>	<b>\$119,333.00</b>



C7/C10 Lic# 1067502

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The proposed quote for project pricing includes all anticipated expenses for all efforts, equipment and services associated with documentation, design, hardware, configuration, deployment, and support for the first year.

Hardware Updates – This would be for software and firmware per system, we typically have a remote connection and schedule with facility to update bi-annually. We will have staff onsite to verify system functionality as well.

### Training.

To include costs to train City IT/Public Information staff on the operation of the solution. Training will also provide a sufficient overview of the configuration of the components of the system to allow City IT/Public Information staff to troubleshoot any problems or tune any components for maximum performance. A quick reference guide will be provided for the touch panels.

**INCLUDED IN BASE BID** Warranty, Conti shall fully warrant all materials, equipment and installation furnished under the terms of this Proposal against poor and inferior quality, for a period of not less than one (1) year from date of the final acceptance by the City. While under warranty, Conti shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations.

### California State Contractors License

## Business Information

CONTI LLC  
6417 CENTER DRIVE  
STERLING HEIGHTS, MI 48312  
Business Phone Number:(586) 274-4800

**Entity** Ltd Liability

**Issue Date** 08/03/2020

**Expire Date** 08/31/2022

C7/C10 Lic# 1067502



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#### Standard Project Schedule

The following project schedule is typical for a technical infrastructure type implementation project, using the following outline of activities as a guideline to ensure all activities are accounted for and executed in a timely and thorough manner for our customer's project:

#### Project Planning

1. Project Kickoff
2. Define Project Scope
3. Review all business priorities and constraints
4. Define all roles and responsibilities
5. Develop communication plan
6. Determine project status reporting approach
7. Determine issue tracking and resolution approach
8. Schedule all status meetings
9. Develop project plan framework

#### Integration Implementation Planning

1. Identify all sites elements in implementation scope
2. Develop all equipment configurations
3. Determine extended DMARC requirements
4. Determine performance testing objectives and test plan
5. Organize all sites into implementation phases
6. Apply rollout schedule to all phases
7. Develop detailed project plan with all implementation activities, activity duration, activity dependencies, resource assignments and complete project timeline

#### **A brief Summary of Qualifications and Experience for Key Staff assigned to this project**

##### **Bill Famini – TECHNOLOGY DIVISION MANAGER- NORTHERN CALIFORNIA**

In the AV Industry 25+ years as a design/build engineer

Managed Projects as large as 5M staff of 30 for AV Projects

Has worked in a variety of types of Projects- Corporate AV, Hospitality Venues, Education and Public Works projects

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Certifications- are Infocomm CTS, BSS London, QSC Qsys Level 1 Level 2, Crown CTi, Symetrix Certified Pro, Crestron DMC-D, Crestron DMC-E, Crestron Conf. of Crestron Systems, Crestron Essentials of Crestron Programming and BiAmp Tesira  
Live Sound Engineer for past 30+ years

### Tim White

Site Supervision 25+ years AV Industry

Forman/superintendent on Projects 5M staff of 8 AV and Voice/Data

Has worked in a variety of types of Projects- Corporate AV, Hospitality Venues, Education and Public Works projects

Certifications- Fluke, Systemax, Leviton, Siemon, Commscope, Hilti, Fall Protection, Confined Space Entry, Boom Lift/ Scissor Lift  
OSHA 1

### Experience and Technical Competence

#### **Experience**

Our Project team will provide the following services all project management including scheduling, equipment purchases, and installation, programming, and testing. Conti has been designing/installing A/V systems for over 20 years. Bill Famini will be your main point of contact for onsite coordinate, installation as well as procurement and support of system installed.

In the past Conti's Projects include Design/Build and Consultant specified jobs Projects range from Casino's, Convention Center, Hotels, Schools and City/County facilities to name a few.

Technician's onsite have over 15 years' experience in installing/commissioning AV systems. Their focus will be on the installation/commissioning. Training will be handled by our Project Manager. Conti has built projects ranging up to 1.2 million square feet with all facets of AV to include Distributed Audio Systems, Digital Signage, Video Walls Distributed Video Systems, Network A/V Systems to name a few.

Conti has over 1000 employees nationwide including Industrial, Technology, Commercial and Service utilizing staff from IBEW electricians and Sound/Communication.

Conti employees a staff that has not only installs AV systems, but the skill set of the operators and technicians. This enables us to select as well as test hardware that best suites each project.

Conti's standard Project Management techniques are advocated by a methodology developed after years of project management experience in a variety of industries, including companies large and small, and within the private and public sector.

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**Below are 3 Projects for reference**

- Project Name: North Las Vegas City Hall
  1. Contract Amount: \$2,252,868.70
  2. City/Client Contact: North Las Vegas/Dave Sawyer
  3. Name: Adam Cohen
  4. Email: [cohen@cityofnorthlasvegas.com](mailto:cohen@cityofnorthlasvegas.com)
  5. Satellite Receivers: distributed via IP TV System Installed
  6. The video system was upgraded to Crestron Digital Media
  7. The Audio system is Qsys platform.
  8. The Control system is a Crestron DM system for video source switching.
  9. For local control, Touch panels are Crestron.
  
- Project: Name: Nashville Music City Center Convention Center
  1. Contract Amount: \$4,777,000.00
  2. City/Client Contact: Nashville/Eric Blouin
  3. Name: Eric Blouin
  4. Email [eric.blouin@nashvillemcc.com](mailto:eric.blouin@nashvillemcc.com)
  5. System Installed: CATV System installed
  6. The video system to Crestron Digital Media
  7. The Audio system is Qsys platform.
  8. The Control system is a Crestron DM system for video source switching.
  9. For local control, Touch panels are Crestron.
  
- Project Planet Hollywood Hotel-High Rise Tower and Podium
  1. Contract amount: \$72,000,000.00
  2. City/Client Contact: Las Vegas NV Tutor Seliba
  3. Name: Gerry Tan (702)-604-0336
  4. System Installed: MATV/CATV System 45 floors
  5. The video system was upgraded to Crestron Digital Media.
  6. The Audio system is BSS London platform.
  7. The Control system is a BSS London system for audio control.
  8. For local control Touch panels are Crestron.
  9. The camera system is 4 new HD camera's controlled by video Crestron.
  10. Video system setup for cameras to follow audio.

C7/C10 Lic# 1067502



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**Information on past projects for consideration in evaluating Conti's qualifications.**

**Project Name** BOS Chambers Audio-Visual Presentation Systems Upgrade

Project Description: Audio Visual, Systems

Address: 950 Maidu Avenue, Nevada City, CA 95959

Contract Amount: \$125,333.00

Completion Date: 9/1/18

Contact Info Landon Beard: [Landon.Beard@co.nevada.ca.us](mailto:Landon.Beard@co.nevada.ca.us) Phone: (530)265-4168

Below is a basic description of the project. Council Chambers was updated due to hardware failure and obsolete equipment, the new system is based on a digital platform.

- The video system was upgraded to Crestron Digital Media.
- The Audio system is Qsys platform.
- The Control system is a Crestron DM system for video source switching.
- For local control Touch panels are Crestron
- The camera system is 1 new HD camera controlled by video Crestron.

**Project Name** Boardroom Modernization

Project Description: Audio Visual, Systems

Address: 5700 Almaden Expressway, San Jose, CA 95118

Contract Amount: \$583,000.00

Completion Date: 6/1/18

Contact Info Michael Cook: [mcook@valleywater.org](mailto:mcook@valleywater.org) Phone: (408) 630-2347

Below is a basic description of the project.

Council Chambers was updated due to hardware failure and obsolete equipment, the new system is based on a digital platform.

- The video system was upgraded to Crestron Digital Media.
- The Audio system is a Qsys platform.
- The Control system is a Crestron DM system for video source switching.
- For local control Touch panels are Crestron.
- The camera system is 4 new HD camera's controlled by video Crestron.
- Video system setup for cameras to follow audio.

**Project Name** County of San Joaquin

Project Description: Audio Visual, Systems

Address: 44 North San Joaquin St, Suite 590, Stockton, CA 95202

Contract Amount: \$186,624.00

Completion Date: 2/21/17

Contact Info Greg Moore: email: [gmoore@sjgov.org](mailto:gmoore@sjgov.org) Phone: (209) 944-8838

C7/C10 Lic# 1067502



Conti LLC

920 Stillwater Rd, Suite 180

West Sacramento, CA 95605

P 916 900 8111

C 702 561 8163

F 916-256-3661

[bfamini@conticorporation.com](mailto:bfamini@conticorporation.com)

Below is a basic description of the project.

Council Chambers was updated due to hardware failure and obsolete equipment, the new system is based on a digital platform.

- The video system was upgraded to a Vaddio video switcher.
- The Audio system is BiAmp AudiaFlex platform.
- The Control system is a Crestron DM system for video source switching.
- For local control Touch panels are Crestron.
- The camera system is 4 new HD camera's controlled by video switcher or Crestron.
- Video system setup for cameras to follow audio.

**Project Name Carmel by the Sea Council Chambers Upgrade**

Project Description: Audio Visual, Systems

Address: Monte Verde St., between Ocean & 7th Avenues Carmel-by-the-Sea, CA 93921

Contract Amount: \$112,646.00

Completion Date: 8/3/17

Contact Info Joel Staker email: [jstaker@ci.carmel.ca.us](mailto:jstaker@ci.carmel.ca.us) Phone (831) 620-2025

Below is a basic description of the project. Council Chambers was updated due to hardware failure and obsolete equipment, the new system is based on a digital platform.

- The video system was upgraded to a Vaddio video switcher.
- The Audio system was upgraded to Crestron DSp platform with Dante.
- The Control system is a Crestron DM system for video source switching.
- For local control Touch panels are Crestron.
- The camera system is 4 new HD camera's controlled by video switcher.

**Project Name City of Turlock Community Room Upgrades**

Project Description: Audio Visual, Systems

Address: 156 S. Broadway, Turlock CA 95380

Contract Amount: \$347,346.00

Completion Date: 6/3/16

Contact Info: Carlo Grossman email: [cgrossman@turlock.ca.us](mailto:cgrossman@turlock.ca.us) Phone (209) 656-2780

Below is a basic description of the project.

Community Room was updated due to a multipurpose room that was outdated; the new system is based on a digital platform.

- The video system was upgraded to a broadcast pix video switcher.
- The Audio system was upgraded to Biamp Tesira platform with audio conferencing.
- For the board meetings a Taiden System was installed each board member has their own Taiden touchscreen for voting/agenda etc. controls
- The Control system is a Crestron DM system for video source switching.
- For local control Touch panels are Crestron
- The camera system is 4 new HD camera's controlled by camera switcher, video switcher or Crestron.

C7/C10 Lic# 1067502



Conti LLC  
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**Standard Exclusions/Clarifications**

1. Any hazardous material abatement.
2. Permits fees, Inspection Costs, & Utility Fee's.
3. If required, Payment and Performance Bond cost will be a change order for Conti.
4. Fire stopping of any raceways and or pathway
5. Demo work
6. Any concrete cutting or patching
7. All work to be complete during normal business hours

We appreciate you considering **Conti LLC** for this project. We are prepared to commence with material procurement and resources upon receipt of a notice to Proceed. If you have any questions or queries, feel free to email or call me.  
 Respectfully,

**Bill Famini**  
 TECHNOLOGY DIVISION MANAGER- NORTHERN CALIFORNIA



920 Stillwater Road Suite 180 West Sacramento, CA 95605

**C** 702.561.8163  
**P** 916.900.8111 x231  
**F** 916.256.3361  
**W** [conticorporation.com](http://conticorporation.com)

Proposal is valid for 30 days from quotation.

**Acceptance of Proposal** – The Above Price, Conditions Are Satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature: \_\_\_\_\_

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

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



## City of Grass Valley City Council Agenda Action Sheet

**Title:** MissionSquare, ICMA 457b Retirement Plan Loan Program Implementation

**Recommendation:** That City Council 1) adopt Resolution 2022-80, Amending the MissionSquare, ICMA 457B Retirement Plan to Permit Loans; and 2) Council approves staff to execute the MissionSquare, ICMA Loan Guidelines Agreement.

**Prepared by:** Catrina Olson, Deputy Administrative Services Director

**Council Meeting Date:** 10/25/2022

**Date Prepared:** 10/20/2022

**Agenda:** Consent

**Background Information:** The City of Grass Valley currently has four 457b Retirement Programs (1) Nationwide, (2) CalPERS, (3) FTJ/Orion and (4) ICMA. The 457b plans are an additional vehicle provided to employees to fund retirement. Each of the programs listed above, with the exception of ICMA, have associated loan programs for the employees to utilize. The Administrative Services Department was recently contacted by an employee participating in the ICMA Retirement Program stating that participants in that plan do not have access to a loan program. In reviewing the plan documents, it was found that a loan program had not been set up. Executing the attached agreement will initiate a program for the participants in the ICMA plan to have access to loans against the funds they have contributed.

**Council Goals/Objectives:** Implementing the ICMA 457b Retirement Loan Program executes portions of work tasks towards achieving and maintaining Strategic Plan Goal - Productive and Efficient Workforce.

**Fiscal Impact:** N/A

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** City Manager

**Attachments:**

1. Resolution 2022-80, A Resolution of the City Council of the City of Grass Valley Amending the MissionSquare, ICMA 457b Retirement Plan to Permit Loans
2. MissionSquare Loan Guidelines Agreement



## RESOLUTION NO. 2022-80

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AMENDING THE MISSIONSQUARE, ICMA 457B RETIREMENT PLAN TO PERMIT LOANS

**WHEREAS**, the City of Grass Valley ("Employer") has employees rendering valuable services; and

**WHEREAS**, the Employer has established a retirement plan (the "Plan") for such employees which serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

**WHEREAS**, the Employer has determined that permitting participants in the retirement plan to take loans from the Plan will serve these objectives;

**NOW, THEREFORE, BE IT RESOLVED**, that the Plan will permit loans.

The foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Grass Valley held on the 25th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Ben Aguilar, Mayor

ATTEST:

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Taylor Day, Deputy City Clerk

APPROVED AS TO FORM:

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Michael Colantuono, City Attorney

- The purpose of this agreement is to establish the terms and conditions under which the Employer will grant loans to participants. You should consider each option carefully before making your selections because your selections will apply to all loans made while the selection is in effect. If you later change any provision, the changes will apply only to loans made after the change is adopted. Loans in existence at the time of any future changes will continue to operate under the guidelines that were in effect at the time the loan was originally made.
- Please read the instructions and carefully complete all sections of this agreement.

☒ New Loan Program    **OR**    ☐ Amendment to Loan Program

## 1 EMPLOYER PLAN INFORMATION

Name of Plan (Enter the complete Employer name, including state): \_\_\_\_\_ City of Grass Valley

 Plan Type: ☒ 457(b) Deferred Compensation Plan    ☐ 401(a) Money Purchase Plan    ☐ 401(a) Profit-Sharing Plan    ☐ 403(b) Retirement Plan

MissionSquare Plan Number(s): 302691

## 2 ELIGIBILITY & LOAN SOURCE

Loans are available to all active employees, except those with an existing loan in default.

**401(a)/403(b) Plans** – If your 401(a)/403(b) plan is funded by a combination of Employer and Employee contributions, you must specify whether one or both of the following can be used as a source for participant loans. (Select one or both options below)

- ☐ Employer Contribution Account (vested balances only)
- ☐ Participant Contribution Accounts (pre- and post-tax, if applicable, including Employee Mandatory, Employee Voluntary, Employer Roll-In, and Portable Benefits Accounts, but excluding the Deductible Employee Contribution/Qualified Voluntary Employee Contribution Account)

**Roth Assets (if applicable)** – If your 457(b), 403(b), or 401(a)(k) plan allows Roth contributions, a participant's Designated Roth Account balance will be included when calculating the amount a participant is eligible to borrow. However, you must specify whether or not a participant's Designated Roth Account can be used as a source for participant loans. (Select one option below)

- ☐ A participant's Designated Roth Account will not be available as a source for loans under the plan (default option)
- ☒ A participant's Designated Roth Account will be available as a source for loans under the Plan.

**Note:** If Roth assets are available as a source for loans, a loan that is deemed distributed will not satisfy the requirements for a qualified (tax-free) distribution of Roth assets. This may result in participants paying taxes on assets that would otherwise be available tax-free.

## 3 LOAN PURPOSE

Loans are available for the following purposes and must be requested in the corresponding method (select one):

- ☒ **All Purposes** – With this option, participants can request a loan for any reason. Participants will be able to request new loans or refinance existing loans using the Online Loans option.
- ☐ **Other Purposes** – With this option, loans shall only be granted for reasons that are defined and approved by the plan. Participants will be able to request new loans or refinance existing loans using the Online Loans option. Please define purposes below and attach additional pages if needed.

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#### 4 APPLICATION PROCESS

The loan application process will vary depending on the option you selected in Section 3 above (Loan Purpose).

##### (A) All Purposes

- Participants can request a new loan or to refinance an existing loan using the MissionSquare website at: [www.icmarc.org](http://www.icmarc.org)
- The participant agrees to the terms of the loan during the online loan request process.
- MissionSquare sends the loan documents and the loan proceeds (via check or ACH) to the participant.

##### (B) Other Purposes

- Participants can request a new loan or to refinance an existing loan using the MissionSquare website at: [www.icmarc.org](http://www.icmarc.org)
- The participant agrees to the terms of the loan during the online loan request process.
- The Employer must review and approve the loan via EZLink.
- If approved, MissionSquare sends the loan documents and the loan proceeds (via check or ACH) to the participant.

The loan amount will generally be redeemed from the employee's account on the same day as either MissionSquare receipt of a loan request/application (complete and in good order), if it is submitted prior to market close on a business day. If not, the loan amount will be redeemed on the next business day following submission. The loan proceeds for an all purpose loan is generally issued on the next business day following redemption, and will be sent to the participant based on their option during the loan application process.

#### 5 MAXIMUM NUMBER OF LOANS (SELECT ONE)

Participants may receive one loan per time period defined in the plan document (e.g., calendar or plan year). Please specify whether participants may have only one (1) or up to five (5) loans outstanding at one time. Maximum number of loans is one (1) by default. If you want to allow a different amount, enter a value of 1 through 5 in the Other Section.

- ☒ **One (1).** Participants may have only one (1) outstanding loan at a time (default).
- ☐ **Other.** Participants may have up to \_\_\_\_\_ (enter 2, 3, or 4) loans outstanding at one time.
- ☐ **Other 403(b) ONLY.** Participants with outstanding legacy loans may have one outstanding loan other than the legacy loans.

#### 6 LOAN AMOUNT

**Maximum:** The maximum amount of all loans to a participant from the Plan and all other plans of the Employer that are either eligible deferred compensation plans described in section 457(b)(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code (e.g., 401(a)/403(b) plans) shall not exceed the lesser of:

- (1) \$50,000, or
- (2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

When calculating the maximum amount a participant is eligible to borrow from his/her account, the lesser value of (1) or (2) above must be reduced by the participant's highest outstanding loan balance over the past 12 months.

**Minimum:** The minimum loan amount is \$1,000.

A loan cannot be issued for more than the maximum amount. The participant's requested loan amount is subject to downward adjustment without notice due to market fluctuation between the time of application and the time the loan is issued.

Loan amounts will be taken pro-rata from all of a participant's investments.

## 7 LENGTH OF LOAN

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years.

### Principal Residence Loans

If the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. Participants can repay a principal residence loan over a period of up to 30 years. Please specify the maximum repayment period for principal residence loans from your plan below.

Maximum repayment period for principal residence loans = 30 (Enter a number of years, up to 30)

## 8 LOAN REPAYMENT PROCESS

Specify the repayment method(s) and repayment frequency your plan will use. Note that loan amounts plus interest, minus applicable fees paid to MissionSquare, are repaid to participant accounts and not to MissionSquare. You can allow repayments to be made via payroll deduction or ACH payments from a participant's bank account. Loan repayments must be made at least monthly [457(b)] or quarterly [401(a)/403(b)].

### Repayment Method (Select One):

For 457(b) and 401(a) or (k) plans: ☒ ACH **OR** ☐ Payroll Deduction

403(b) plans loan repayments can only be paid by ACH.\*

*\*ACH Payment Rejected Fee – If a loan repayment scheduled to be paid via ACH debit is rejected due to insufficient funds, invalid bank account information, or account closure, a fee will be charged to the participant's account. The fee is \$20 for the first occurrence and \$50 for each subsequent occurrence.*

### Repayment Frequency:

**For Payroll Deduction:** Repayments through payroll deduction will be sent via check, wire or ACH debit by the Employer to MissionSquare on the following cycle (Select One):

- ☐ Weekly (52 per year) ☐ Bi-weekly (26 per year) ☐ Semi-monthly (24 per year) ☐ Monthly (12 per year)  
☐ Quarterly (4 per year) – Available to 401(a) only.

**For ACH (Select One):** ☒ Monthly (12 per year) ☐ Bi-weekly (26 per year)

Next two payroll dates: MM/DD/YYYY \_\_\_\_\_ and MM/DD/YYYY \_\_\_\_\_

**Initiating Repayments:** ACH debits from the employee's designated bank account will begin approximately one month following the date the loan is processed by MissionSquare.

Payroll deduction should begin within two payroll cycles following the date the loan is processed by MissionSquare. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

**Investment of Loan Repayments:** All loan repayments are invested according to the instructions the participant has on file for the investment of contributions to his/her account.

**Additional Loan Repayments and Early Pay-Off:** A participant may pay off all of the principal and interest early without penalty or additional fee. If a loan is paid in full prior to the end of the term of the loan, no further interest will accrue. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

**Loans in Default:** Participants using the ACH repayment option may default on their loans for lack of repayment more frequently than those using the payroll deduction method. For this reason, you may choose to require that certain participants use the payroll deduction repayment method.

**Multiple Loans:** If a participant has multiple loans outstanding from the plan, each loan repayment must be separately reported to MissionSquare.

## 8 LOAN REPAYMENT PROCESS (CONTINUED)

**Former Employees and Leave of Absence:** Former employees and employees on a leave of absence must repay their loans on the same schedule that would have applied had they continued employment.

Your plan may allow terminated employees to continue to repay their loans either through ACH, or by giving/sending you a check each repayment period (see the Acceleration section). If you allow terminated employees to repay loans by giving/sending you a check, you will include the repayment amounts in your next regular employee contribution remittance to MissionSquare.

In certain situations, employers may suspend loan repayments for a period of time for employees on a leave of absence or military leave. Please refer to Treasury Regulation section 1.72(p)-1, Q&A-9 for more information.

**Repayments Must Continue:** In implementing a loan program you should be aware that some employers have had to contend with the inability of some participants to repay their loan(s). You should be aware that you may not stop taking loan repayments from the employee's paycheck – even if the employee asks that repayments be stopped. Failure to payroll-deduct loan repayments on schedule could both jeopardize the eligibility or qualification of the entire plan as well as create a taxable event for the participant. Likewise, if an employee is repaying the loan through ACH debit of his/her bank account, and the employee fails to make payments, this could jeopardize the eligibility of your retirement plan. Employers are ultimately responsible for ensuring that loans are repaid according to the loan terms.

MissionSquare will notify both you and the employee if a payment has not been received.

## 9 LOAN INTEREST RATE

The loan interest rates are set for non-residential loans at the prime rate plus 0.5%, and for principal residence loans at the FHA/VA rate. The interest rate for new loans fluctuates from month-to-month. The rates for the following month are determined on the last business day of the month using Money Cafe (prime rate) and Citi Mortgage (principal residence rate).

When a new loan is approved, the interest rate is locked in and remains constant throughout the life of the loan.

## 10 SECURITY/COLLATERAL

At the time a loan is taken, 50 percent of the participant's account balance or the amount of the loan, whichever is less, will be used as collateral for the loan.

## 11 ACCELERATION (SELECT ONE)

Please specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time the participant separates from service.

All outstanding loans shall be due and payable by a participant upon:

- ☐ **Separation from service.** All loan repayments must stop following an employee separating from service.
- ☒ **Distribution of his/her entire account balance.** employees can continue making loan repayments until they have withdrawn their entire account balance.

Outstanding loan balances that are not repaid will be reported as distributions to the participant. See the Deemed Distributions section for additional information.



## 12 REAMORTIZATION

Reamortization changes the terms of an outstanding loan (e.g., repayment period, interest rate, frequency of repayments). Any outstanding loan may be reamortized.

Reamortization cannot extend the repayment period beyond five (5) years from the date the loan was originally issued. Or, in the case of Principal Residence Loans, beyond (the number of years specified in Section 7) years from the date the loan was originally issued.

Participants can use a loan reamortization form to request that an outstanding loan be reamortized. Upon processing the request, a new disclosure statement will be sent to the employer for endorsement by the participant and approval by the employer. The executed disclosure statement must be returned to the plan administrator within 10 calendar days from the date it is signed. The new disclosure statement is considered an amendment to the original promissory note; therefore a new promissory note will not be required.

**Note:** A loan reamortization will not be considered a new loan for purposes of calculating the number of loans outstanding or the one loan per calendar year limit.

## 13 REFINANCE

Refinancing involves a new loan replacing an employee's outstanding loan. The refinanced loan must be repaid over a period that does not exceed five (5) years from the date when the original loan was issued.

Actively employed participants may elect to refinance an outstanding loan for an additional amount, subject to the loan amount limitations outlined in Section 6, provided that the participant has not yet taken out a loan during the calendar year. Participants no longer employed are not eligible to refinance an existing loan.

**Note:** Principal residence loans are not eligible for refinance.

## 14 REDUCTION OF LOAN

If a participant dies prior to full repayment of the outstanding loan(s), the outstanding loan balance(s) will be deducted from the account prior to distribution to the beneficiary(ies). The unpaid loan amount is a taxable distribution and may be subject to early withdrawal penalties. The participant's estate is responsible for taxes and penalties on the unpaid loan amount, if any. A beneficiary is responsible for taxes due on the amount he or she receives. A Form 1099 will be issued to both the beneficiary and the estate for tax reporting purposes.

## 15 DEEMED DISTRIBUTIONS

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. When a loan is deemed distributed, the principal balance and any accrued interest is reported to the IRS as a taxable distribution. However, since the participant received the loan amount previously, no money is actually paid to the participant as part of a deemed distribution.

The loan is deemed distributed for tax purposes, but it is not an actual distribution and therefore remains an asset of the participant's account. Interest continues to accrue. The outstanding loan balance and accrued interest are reported on the participant's account statements.

Repayment of a deemed distribution will not change or reverse the taxable event.

The loan continues to be outstanding, and to accrue interest, until it is repaid or offset using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in the plan document. Participants are required to repay any outstanding loan which has been deemed distributed before they can be eligible for a new loan. The deemed distribution and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan. New loans must be repaid through payroll deduction.

**Important Note:** The employer is obligated by federal regulation to comply with the loan guideline requirements applicable to participant loans, and to ensure against deemed distribution by monitoring loan repayments, regardless of the method of repayment, and by advising employees if loans are in danger of being deemed distributed. The tax-qualified status or eligibility of the entire plan may be revoked in cases of frequent repayment delinquency or deemed distribution.

To assist plan sponsors whose plan options include loans, MissionSquare will provide reports of participants with payments delinquent by 30 to 89 days, 90 or more days but not yet deemed, and those whose loans have been deemed distributed. MissionSquare is committed to supporting employers who request assistance with their loan programs in order to reduce the number of delinquent loans and decrease the occurrence of deemed distributions.

**16 FEES**

Fees may be charged for various services associated with the application for and issuance of loans. All applicable fees will be debited from the participant's account balance and/or from the participant's loan repayments prior to crediting the repayment of principal and interest to the participant's account.

**17 SIGNATURES**

The Employer has the right to set other terms and conditions as it deems necessary for loans from the plan in order to comply with any legal requirements. Employer certifies that all terms and conditions will be administered in a uniform and non-discriminatory manner.

In Witness Whereof, the employer hereby caused these Guidelines to be executed

this (Day of the Month) 25 day of (Month) October, 20 22 (Year).

EMPLOYER

By: Catrina Olson

Title: Deputy Administrative Services Director

Attest: \_\_\_\_\_



## City of Grass Valley City Council Agenda Action Sheet

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**Title:** Purchase of Two 2023 Toyota Tacoma Trucks for Public Works (Wastewater and Engineering Divisions)

**Recommendation:** That Council 1) approve the City Manager to enter into an agreement with Freeway Toyota using the California State Contract to purchase two 2023 Toyota Tacoma Trucks not to exceed \$68,000 plus tax and fees, and 2) authorize Administrative Services Director to make any needed budget adjustments and/or budget transfers to complete this procurement.

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

**Council Meeting Date:** 10/25/2022

**Date Prepared:** 10/19/2022

**Agenda:** Consent

**Background Information:** Public Works Wastewater and Engineering Divisions need replacement vehicles. The Engineering Division will be replacing 2009 Ford Escape that has exceed its useful life and is now having mechanic issues. The Wastewater Division is looking to replace an outdated full-size truck with a more economical mid-size vehicle.

Staff researched various procurement options, and Freeway Toyota agreed to provide the vehicles through cooperative purchasing under the California State Contract #1-22-23-20C. The two Toyota Tacoma trucks will be 4-wheel drive and included 5 year / 100,000 mile Platinum Extra Care Warranty.

**Council Goals/Objectives:** The action executes portions of work tasks towards achieving/maintaining Strategic Plan - High Performance Government and Quality Service.

**Fiscal Impact:** Funding to complete this purchase is available in the Sewer Fund, Water Fund, and the Capital Replacement Fund. One of the Tacoma's will be 100% Sewer Fund (Wastewater Division) and the other will be split 15% Sewer Fund, 15% Water Fund, and 70% Capital Replacement Fund (Engineering Division).

**Funds Available:** Yes

**Account #:** Various

**Reviewed by:** City Manager

**Attachments:** Freeway Toyota Quote



# FREEWAY TOYOTA



Item # 9.

1835 Glendale Ave  
Hanford, CA. 93230

City of Grass Valley  
556A Freeman Ln  
Grass Valley, CA. 95945  
Attn: Darren McIntyre

10/18/2022

As per your request for CA State Contract #1-22-23-20C Line Item #9

<b>2023 Toyota Tacoma AC SR 4WD (7514)</b>	<b>\$29943.00</b>
<b>8.5% Sales Tax</b>	<b>\$2545.16</b>
<b>CA Tire Tax</b>	<b>\$8.75</b>
<b>Delivery to Grass Valley</b>	<b>\$350.00</b>
<b>Total</b>	<b>\$32,846.91 @ 2 = \$65,693.82</b>

Protect against future mechanical or electrical issues with Toyota Platinum Extra Care \$0 Deductible  
5 Years / 100,000 Miles \$1130.00  
6 Years / 100,000 Miles \$1450.00  
7 Years / 125,000 Miles \$2145.00

Thank you for the opportunity to earn your business.  
Patrick G Ireland  
Government Fleet Manager



## City of Grass Valley City Council Agenda Action Sheet

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**Title:** InConcert Sierra Whispering Pines Specific Plan Amendments, Use and Development Review Permits located at 125 Crown Point Court.

**Recommendation:** The Planning Commission recommends that the City Council approve the InConcert Sierra Project, as presented, or as modified by the City Council, which includes the following actions:

1. Adoption of Resolution No. R-2022-78 Adopting a Mitigated Negative Declaration, prepared for the project, as the appropriate level of environmental review, in accordance with the California Environmental Quality Act (CEQA) and Guidelines;
2. Adoption of a Mitigation Monitoring & Reporting Plan (MMRP), implementing and monitoring all Mitigation Measures, in accordance with the California Environmental Quality Act (CEQA) and Guidelines;
3. Hold the first reading of Ordinance No. 820 Amending the Whispering Pines Specific Plan and Rezoning the property to create a new Subarea - SP-1A.1 - Public Assembly Uses as presented; and,
4. Adoption of Findings of Fact and Conditions of Approval for the InConcert Sierra Project, as presented.

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**Prepared by:** Lance E. Lowe, AICP, Principal Planner

**Council Meeting Date:** October 25, 2022

**Date Prepared:** October 19, 2022

**Agenda:** Public Hearing

**Project Description:** The Project includes amendments of the Whispering Pines Specific Plan, Use Permit and Development Review Permits to allow public assembly uses for the property located at 125 Crown Point Court. InConcert Sierra intends to occupy the property for music concerts and music education for adults and youth. See **Attachment 1** - Planning Commission Staff Report dated September 20, 2022, for full InConcert Sierra Project Description. See **Attachment 2** - Initial Study/Mitigated Negative Declaration for environmental discussion. See **Attachments 6 and 7** for Project Comments and Response to Comments respectively.

A PowerPoint Presentation will be prepared for the City Council meeting outlining the project in its entirety.

**Background Information:** The Planning Commission convened a public hearing for the InConcert Sierra Project at its September 20, 2022, meeting. After receiving public comment, the Planning Commission recommended approval of the project by a 4/0 vote (*Motion: Vice Chair Arbaugh; Seconded: Coots; Ayes: Coots, Brouillette, Arbaugh; and Robins; Absent: Bulanti*). The Planning Commission's recommendation included minor amendment to the Parking Mitigation Measure as outlined in 2) below.

Public Comments on the InConcert Sierra Project were overwhelming supportive. Other comments on the project noted: 1) Consistency with the 2017 Settlement Agreement; 2) Parking Mitigation Measure; 3) Parking Variance Requirement; and 4) Nevada County Airport Land Use Compatibility Determination as issues. Discussion of those topics follows:

**1) Consistency with 2017 Settlement Agreement** - In 2017 A Settlement Agreement was reached between the City of Grass Valley and Citizens Advocating Responsible Development (CARD). In essence, the Settlement Agreement requirements are two-fold: In accordance with Sections 1.5 (a) & (b) the Settlement Agreement specifies that (a) "...the City agrees to initiate a comprehensive review of the Specific Plan, including designation and land uses, to determine whether any updates or amendments to the Specific Plan are necessary to allow an appropriate range of uses while mitigating impacts from such uses." and, "(b) As determined by the outcome of City's comprehensive review of the Specific Plan, City agrees to fully comply with the requirements of CEQA with regards to any update or amendments to the Specific Plan."

Staff acknowledges that it has yet to complete a comprehensive review of the Whispering Pines Specific Plan (WPSP) with the appropriate level of environmental review. Over the past several years, staff has met with Whispering Pines property owners who have shown interest in updating the Whispering Pines Specific Plan; however, financial commitments, scope of work, and timeline have not materialized. Although the City has agreed to a comprehensive review of the WPSP, the Settlement Agreement does not bar the City from processing applications proposing minor amendments to the WPSP altogether. On the contrary, the City is obligated by State law to process applications as requested.

Although the InConcert Sierra Project under consideration amends the WPSP, the project constitutes an amendment of the WPSP that applies to a singular parcel with existing improvements and proposed land uses which are consistent with the SP -1A Zone. For example, Motel - Conference Centers are permitted uses in the SP-1A Zone presently. "Minor" vs. "Major" amendments of the WPSP are determined by the Community Development Director per Section 5.4 of the WPSP. The 125 Crown Point Court property making up ±5.53 acres (APN: 009-700-063) contains an existing ±41,600 square foot building with parking, landscaping, and lighting improvements. Except for a roof height increase and interior tenant improvements, the InConcert Sierra project will utilize existing improvements as is. No further development of the property is slated with the project.

The current uses permitted in the SP-1A Zone include Administrative and Research, Restricted Light Industrial, Warehouse/Showroom, Employment Center Support,

Office/Professional Uses and Churches with a Use Permit. The 125 Crown Point Court property is currently used as office, technology and software manufacturing and assembly uses. Former uses also included a Blue Shield 24/7 call service center. The proposed InConcert Sierra Project uses are therefore consistent with the uses permitted in the SP-1A Zone.

Specifically, when evaluated from an environmental perspective, the contemplated uses by InConcert Sierra are anticipated to be environmentally better than former uses and current uses permitted in the SP-1A Zone. That is, the conclusions contained in the Initial Study/Mitigated Negative Declaration have determined that Air Quality, Greenhouse Gases and Vehicle Miles Traveled (VMT) impacts will be less impactful than existing permitted uses in the SP-1A Zone. Accordingly, it is Staff's opinion that Sections 1.5 (a) and (b) of the Settlement Agreement are inapplicable to the InConcert Sierra Project in that the project is not a comprehensive evaluation of the WPSP but a site-specific project applicable to the sole property of 125 Crown Point Court. Again, the 2017 Settlement Agreement does not bar the City from processing minor amendment applications. The City acknowledges that a comprehensive review of the Specific Plan with appropriate level of environmental review is forthcoming per the Settlement Agreement.

**2) Parking Mitigation Measure** - There are 204 off street parking spaces on the ±5.53-acre site. The Initial Study/Mitigated Negative Declaration identifies a parking deficiency for uses such as a full capacity Concert or where two of the contemplated uses Concert Hall (670 persons), Black Box Theater (175 persons) or Conference Center (350 persons) occur simultaneously. To this end, the InConcert Sierra applicant has provided further clarification of the proposed events and use of the building. As clarified, a full capacity concert of 670 would preclude the use of other venues for separate events. Moreover, if two uses occur simultaneously, they would not exceed 670 occupants in total. Typical occupancy of the Concert Hall is estimated to be 350; Conference Center is estimated to be typically 200; and Black Box Theater is estimated to be 75.

The Whispering Pines Specific Plan Section B.4 c. specifies that parking for nonresidential uses shall be required in accordance with the Grass Valley Zoning Ordinance. In accordance with Table 3-3 of the City's Development Code, the City's Parking Standard for Theaters, auditoriums, and places of assembly is 1 space for each 4 seats or 1 space for each 100 sf. of assembly area, whichever would yield more spaces. For the project, the 1 parking space per 4 seats yields more parking spaces. Based upon the number of seats as outlined above, the number of parking spaces required is 249 parking spaces. Using the City's Development Code Table 3-3 Parking Standards, the site is therefore deficient by 45 parking spaces. However, the Traffic Study prepared for the project utilizes historic ticket sales to project Vehicle Miles Traveled. These tickets sales were converted into number of vehicles by zip code using a 2.6 vehicle occupancy rate resulting in a shortage of 53 parking spaces. Even if a more conservative estimate of attendees doubled up for each vehicle, this would amount to 335 ( $670/2=335$ ) vehicles or 131 on-site parking spaces short of the projected vehicle parking estimates. This shortage in parking is at issue with the City's Development Code parking standard; however, the applicant has indicated that negotiated parking agreements with adjoining property owners will provide additional off-street parking in adjacent property parking lots during evening and weekend operations as required to accommodate larger attended events.

To ensure that parking is not at issue, the Planning Commission recommended that the Parking Mitigation be required prior to the issuance of a building permit vs. prior to the first capacity event for the tenant improvements as follows:

**TRANS 1 - Mitigation Measure:**

~~Prior to the first event in which two uses are occurring at the same time, requiring in excess of 204 parking spaces~~ **Prior to the issuance of a building permit**, the applicant shall submit off-site parking agreements for review and approval that satisfy the event attendance **in accordance with Section 17.36.080 et seq. of the City's Development Code**. The final parking agreements shall be for a duration that is commensurate with the event and shall be to the satisfaction of the Community Development Director and City Engineer.

The InConcert Sierra applicant is agreeable to the Mitigation Measure as recommended by the Planning Commission.

**3) Parking Variance Requirement** - Comments received note that a Parking Variance is required for the project pursuant to Section 17.72.070 of the City's Development Code. Variance Section 17.72.070 is not the governing section for the InConcert Sierra Project. Section 17.72.070 allows some or all the parking spaces required for a nonresidential project to be located off-site or allows in-lieu fees or facilities instead of the required on-site parking spaces provided Variance Findings are made in the affirmative.

This section of the City's Development Code has been applied to the City's Downtown District exclusively where off-street parking cannot be met, and no adjoining parking uses may be available. In this instance, if there are adjoining parking opportunities, then some or all the parking spaces may be allocated off-site. If there are no other means for on-site or off-site parking, an applicant may pay parking in-lieu fees.

The appropriate Section of the Development Code is Section 17.36.080 that permits a reduction in parking spaces with shared parking on adjoining properties. Specifically, Sections 17.36.080 A.1. and A.2 are the applicable parking sections of the City's Development Code:

**17.36.080 Reduction of parking requirements.**

**A. Shared On-Site Parking.**

1. Where two or more uses on the same site or adjacent parcels have distinct and differing peak parking usage periods (e.g., a theater and a bank), a reduction in the required number of parking spaces may be allowed in the following manner:
  - a. Upon approval of a minor use permit in compliance with Section 17.72.060, the Director may reduce the total parking space requirement by up to a maximum of twenty percent; or,
  - b. Upon approval of a use permit, in compliance with Section 17.72.060, the Commission may reduce the total parking space requirement by twenty percent or more.
2. Approval shall also require a recorded covenant running with the land, recorded by the owner of the parking lot, guaranteeing that the required parking will be maintained exclusively for the use served for the duration of the use.

B. Reduction of Required Parking. The review authority may reduce the number of parking spaces required by Section 17.36.040 (number of parking spaces required), above through the granting of a use permit or minor use permit (depending on the amount of reduction requested) in compliance with Section 17.72.060, based upon quantitative information provided by the applicant that documents the need for fewer spaces (e.g. sales receipts, documentation of customer frequency, information on parking standards required for the proposed land use by other cities, etc.).

The Parking Mitigation Measure recommended by the Planning Commission provides further clarification that the project shall be mitigated in accordance with Section 17.36.080 of the City's Development Code.

**4) Overflight Zone Determination** - Mike Woodman, Executive Director, Nevada County Airport Land Use Commission provided correspondence dated August 23, 2022, stating that after reviewing the project details and the proposed number of event attendee and employees on site, it was determined that the proposed project does not contain characteristics likely to result in inconsistencies with the compatibility criteria set forth in the Nevada County Airport Land Use Compatibility Plan and gives the approval of the project, on behalf of the Nevada County Airport Land Use Commission (NCALUC).

Supplemental correspondence dated October 13, 2022, substantiating the conclusions of the August 23, 2022, correspondence has also been provided in **Exhibit G** of the Initial Study/Mitigated Negative Declaration.

**Environmental Determination:** The Initial Study evaluated resource areas including Aesthetics, Hazards/Hazardous Materials, Noise, Population/Housing, Public Services and Wildfire, which were determined to be less than significant. Resource areas such as Air Quality, Energy Greenhouse Gases and Transportation were determined to be less impactful than the current uses in the SP-1A Zone.

Based upon the Planning Commission recommendation of the revised Parking Mitigation Measure, staff revised the Initial Study/Negative Declaration in **Attachment 2** and Mitigation Monitoring and Reporting Plan in **Attachment 3**. The revised Initial Study need not be recirculated for public review in accordance with Section 15073.5 of the CEQA Guidelines under the following circumstances:

1. Mitigation measures are replaced with equal or more effective measures pursuant to Section 15074.1.
2. New project revisions are added in response to written and verbal comments on the project's effects identified in the proposed negative declaration which are not new avoidable significant effects.
3. Measures or conditions of project approval are added after circulation of the negative declaration which are not required by CEQA, which do not create new significant environmental effects and are not necessary to mitigate an avoidable significant effect.
4. New information is added to the negative declaration which merely clarifies, amplifies, or makes insignificant modifications to the negative declaration.

The revisions provided adhere to the above criteria. The Mitigation Measure has been revised with equal or more effective measures in accordance with Section 15074.1. New information added to the Mitigated Negative Declaration merely clarifies, amplifies, or makes insignificant modifications to the Mitigated Negative Declaration.

**Council Goals/Objectives:** The InConcert Sierra Project executes portions of work tasks towards achieving/maintaining Strategic Plan - Economic Development and Vitality.

**Fiscal Impact:** The applicant has paid the City's application processing fees. No impact to the General Fund is anticipated.

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** : \_\_\_\_\_ Community Development Director \_\_\_\_\_ City Manager

**ATTACHMENTS:**

**Attachment 1 -** Planning Commission Staff Report dated September 20, 2022

**Attachment 2 -** Resolution No. R2022-78 with Initial Study/Mitigated Negative Declaration with the following Exhibits, Tables, Attachments and Figures:

**Exhibits:**

**Exhibit A -** Vicinity Map

**Exhibit B -** Aerial Photograph

**Exhibit C -** Site Plan

**Exhibit D -** Site Photographs

**Exhibit E -** Proposed Floor Plan

**Exhibit F -** Colored Concert Hall, Black Box and Conference Center Floor Plans

**Exhibit G -** Existing and Proposed Building Height Increase

**Exhibit H -** Nevada County Airport Land Use Commission Correspondence dated August 23, 2022 and October 13, 2022

**Exhibit I -** Theatre Seating Example

**Exhibit J -** Black Box Theatre Example

**TABLES:**

**Table 1 -** Project Construction and Operational Estimates

**Table 1.-** Level of Service (LOS) Definitions

**Table 2 -** VMT Calculation distances from Zip Code Centroid to Performing Arts Venue Locations (Old and New)

**Table 3 -** VMT Calculations by Trip Generation

**FIGURES:**

**Figure 1 -** Levels of Service of Local Roadways and Intersections 6:30 p.m. to 7:30 p.m.

**Figure 2 -** Intersection Turning Movements Values 6:30 p.m. to 7:30 p.m.

**Figure 3 -** InConcert Sierra Travel Patterns and Vehicle Totals by Zip Code Area

**Figure 4 -** Sierra Stages Travel Patterns and Vehicle Totals by Zip Code Area

**Figure 5 -** Sampling of how Google Map Tool was used to determine Trip Distances Between Zip Code Areas and Venue Locations

**Figure 6 -** Project Site Proposed Building Modifications

**Attachment 3 -** Mitigation Monitoring and Reporting Plan

**Attachment 4 -** Findings and Conditions of Approval

**Attachment 5 -** Ordinance No. 820 Rezoning the Properties to the Whispering Pines Specific Plan SP - 1A.1 Zone with **Exhibit A -** SP-1A.1 edits

**Attachment 6 -** Project Comments

**Attachment 7 -** Response to Comments



# ATTACHMENTS





**PLANNING COMMISSION  
STAFF REPORT  
September 20, 2022**

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**Prepared by:** Lance E. Lowe, AICP, Principal Planner  
**Reviewed by:** Thomas Last, Community Development Director

**DATA SUMMARY:**

**Application Number:** 22PLN-18  
**Subject:** InConcert Sierra Whispering Pines Specific Plan Amendments, Use and Development Review Permits.  
**Location/APN:** 125 Crown Point Court/009-700-063  
**Applicant:** Monroe Lovelady, Twin Cities Concert Association  
**Zoning/General Plan:** SP-1A Zone/Business Park  
**Entitlements:** Whispering Pines Specific Plan Amendments, Use and Development Review Permits  
**Environmental Status:** Initial Study/Mitigated Negative Declaration

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**RECOMMENDATION:**

That the Planning Commission recommend that the City Council approve the InConcert Sierra Project, as presented, or as modified by the Planning Commission, which includes the following actions:

1. Adoption of a Mitigated Negative Declaration, prepared for the project, as the appropriate level of environmental review, in accordance with the California Environmental Quality Act (CEQA) and Guidelines;
2. Adoption of a Mitigation Monitoring & Reporting Program (MMRP), implementing and monitoring all Mitigation Measures, in accordance with the California Environmental Quality Act (CEQA) and Guidelines;
3. Adoption of an Ordinance Amending the Whispering Pines Specific Plan and Rezoning the property to create a new Subarea – SP-1A.1 – Public Assembly Uses as presented; and,
4. Adoption of Findings of Fact and Conditions of Approval for the InConcert Sierra Project, as presented.

**BACKGROUND:**

Grass Valley Broadcasting Company formally occupied the building at 125 Crown Point Court. The property is currently in escrow with InConcert Sierra.

InConcert Sierra is a non-profit presenter and producer of Classical Music in Western Nevada County. Founded in 1946 as Twin Cities Concert Association, InConcert Sierra

presents up to 30 classical music events per year comprising regular season concerts, special concerts, educational programs, etc. The project aim is to provide additional venue space for various genres of music conventions, and conference facilities.

InConcert Sierra and Sierra Stages are both currently in service at different smaller venue facilities in Grass Valley and Nevada City located at: Seventh Day Adventist Church located at 12889 Osborne Road, Grass Valley, and the Nevada theater located in Downtown Nevada City at 401 Broad Street. Both existing entertainment businesses are proposed to take up space within an existing building site location at 125 Crown Point Court in the Whispering Pines Business Park thereby centralizing venues.

ICS will own and operate the building of approximately 41,600 square feet and expects to lease space for music and theatrical productions to other local and regional organizations.

*Whispering Pines Specific Plan* – The Whispering Pines Specific Plan was adopted in 1984. Within the specific plan area, the SP-1A Zone subarea totals 125 acres. The proposed long-range plan for this subarea is to develop as a Corporate District with a “campus” type character. Uses permitted in the SP-1A Zone include:

Permitted Land Use Categories	Examples
Administrative & Research	<ul style="list-style-type: none"> <li>a. Research Testing</li> <li>b. Experimental Laboratory Facilities</li> <li>c. Division of Corporate Headquarters</li> <li>d. Instrument Design</li> </ul>
Restricted Light Industrial	<ul style="list-style-type: none"> <li>a. Semiconductor Manufacturer</li> <li>b. Products Assembly</li> <li>c. Printing and Publishing</li> <li>d. Finished Paper Products</li> <li>e. Photographic Processing</li> </ul>
Warehouse/Showroom	<ul style="list-style-type: none"> <li>a. Furniture</li> <li>b. Household Goods</li> <li>c. Commercial Goods of any nature</li> </ul>
Employment Center Support	<ul style="list-style-type: none"> <li>a. Restaurant</li> <li>b. Motel – Conference Center</li> <li>c. Automatic Branch Bank</li> <li>d. Gymnasium</li> <li>e. Caretaker Residence</li> <li>f. Day Care Facilities</li> </ul>
Office/Professional	<ul style="list-style-type: none"> <li>a. Attorneys</li> <li>b. Accountants</li> <li>c. Doctors</li> <li>d. Architects</li> <li>e. Real Estate Offices</li> </ul>

### **PROJECT DESCRIPTION:**

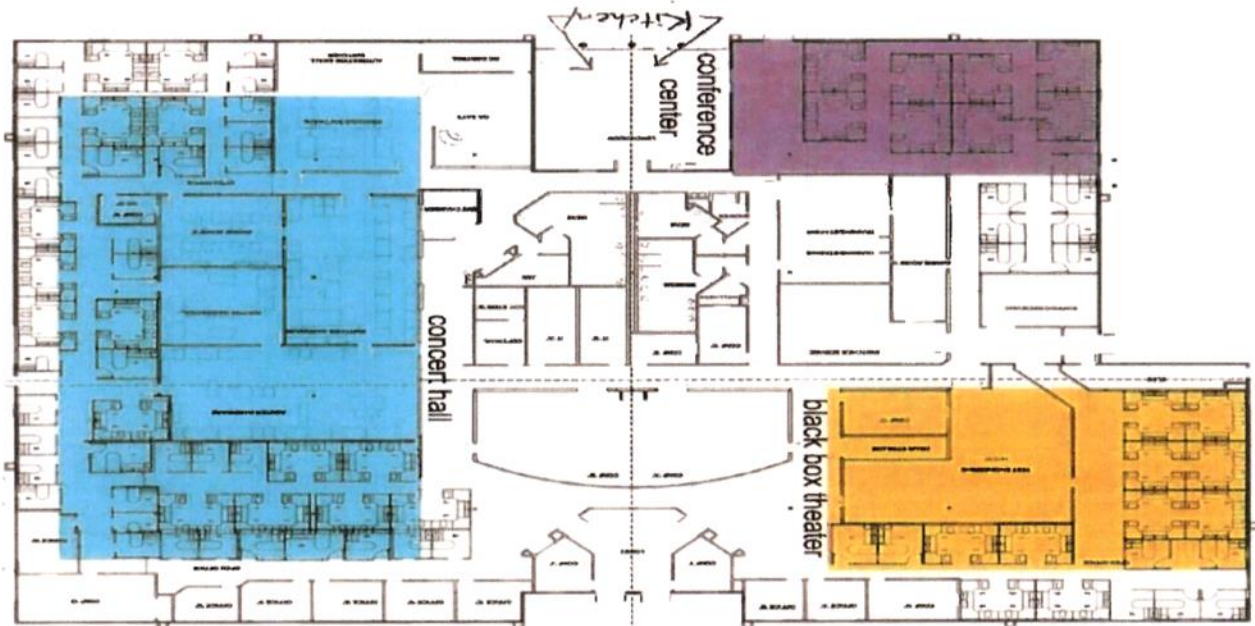
The project includes amendment of the Whispering Pines Specific Plan to allow public assembly concerts and associated uses within the Whispering Pines Specific Plan SP-1A Zone at the project site solely. The Project entitlements include a Text Amendment of the Whispering Pines Specific Plan, Amendment of the Whispering Pines Specific Plan Land

Use Map, Amendment of the Whispering Pines building standards, Use and Development Review Permits as outlined:

1. **Amendments of the Whispering Pines Specific Plan –**

- a. An Amendment of the Whispering Pines Specific Plan text is proposed to create a new Subarea – *SP-1A.1 – Public Assembly Uses*. The text amendment proposes to list Studio uses, such as art, dance, music uses, and theater, or performing arts uses as being permitted uses in the SP -1A.1 Zone with approval of a Use Permit.
  - b. An Amendment of the Whispering Pines Specific Plan Map is proposed with zoning reflecting the SP-1A.1 Public Assembly Uses Land Use Designation.
  - c. An Amendment of the Whispering Pines Specific Plan Building Standards for Building Height. Maximum building height in the Whispering Pines Specific Plan is 25 feet. The building height standards are proposed to be amended to permit 45 feet in height for the SP-1A.1. – *Public Assembly Uses*.
2. **Use Permit** – A Use Permit Application is required to allow studio uses and a performing arts center for InConcert Sierra in the SP-1A.1 Zone designation.
3. **Development Review Permit** – A Development Review Permit (i.e., Design Review) is required for the Architectural Building Design of the roof expansion for InConcert Sierra in the SP-1A.1 Zone designation.

*Performances/Assembly Uses:* Performances/Assembly Uses are proposed in three areas of the 41,600 square foot building as illustrated in **Exhibit F – Concert Hall (blue) Black Box (yellow) & Conference Center (lavender) Floor Plans:**





*Concert Hall* – The proposed 520-seat 9,500 square foot Concert Hall section of the building, identified in blue, will be utilized for acoustical (normally un-amplified) chamber, orchestral, choral, and theatrical performances. A sold-out orchestral performance with choir would result in a total occupancy of 670 persons. A concept is illustrated.



*Black Box* – The proposed 125 seat 2,500 square foot “Black Box” theater, identified in yellow, would provide a flexible configurable space for various theater and smaller musical performances. With a **stage state** crew and performance ensemble, maximum total occupancy would be 175 persons. A concept is illustrated.



*Conference Center* – The proposed 3,000 square foot Conference Center, identified in lavender, could be configured in a variety of ways, and including use of smaller conference rooms which could reach a maximum occupancy of 350 persons.

It is expected that on rare occasions, two of these usages could occur simultaneously, but all three uses would not occur simultaneously. **A full capacity Concert of 670 persons would preclude the use of other venues for separate events at the same time. Moreover, if two uses occur simultaneously, they will not exceed 670 occupants in total. Typical occupancy of the Concert Hall is estimated to be 350; Conference Center is estimated to be typically 200; and Black Box is estimated to be 75.**

Regular occupancy by employees of non-profit organizations for office space and building operations will not exceed 30 employees.

*Days/Hours of Operation* – Hours of operation vary depending on performances and conference schedules. Higher usage is expected on Saturday and Sunday afternoon and



evenings. Smaller-occupancy operations will periodically occur on weekday evenings. Occasional larger-occupancy operations will occur on weekends.

Conference Center usage hours will normally be 8:00 a.m. to 5:00 p.m. on scheduled weekdays.

“Black Box” theater usage will be scheduled evenings 7:00 p.m. to 11:00 p.m. with periodic rehearsal, **performance meetings** and **indoor** stage set construction activities from 8:00 a.m. to 7:00 p.m. on weekdays and weekends.

Concert Hall usage will be scheduled Sundays 12:00 p.m. to 5:00 p.m. and scheduled weekend evenings 7:00 p.m. to 11:00 p.m. with periodic rehearsals and stage configuration activities from 8:00 a.m. to 11:00 p.m. on weekdays and weekends.

*Building Height Modifications* – The existing single floor building will have two areas with roof heights raised to accommodate performance acoustics: one area of approximately 9,500 square feet to a maximum of 45 feet in height, and one of approximately 2,500 square feet to a maximum of 35 feet in height (see existing and two-story buildings below).



*Parking* – The 41,600 square foot building is served by existing onsite parking spaces totaling 204 spaces including 6 accessible ADA parking spaces resulting in a parking ratio of 1 parking space per 203 sq. ft. of building area. No additional on-site parking spaces are planned. However, negotiated parking agreements with adjoining property owners are required to provide additional off-street parking in adjacent property parking lots during evening and weekend operations as required to accommodate larger attended events.

*Food/Beverage* – Concession drinks and other items will be available to audiences for scheduled performances. Catered food will be prepared in the existing kitchen and available for selected Conference Center activities.

*Outdoor Uses* – No outdoor uses are proposed with the project.

*Noise* – With all activities indoors and with significant interior sound insulation planned for the performance spaces, the only sound or noise impact from this project will be from automobile traffic to and from the site as well as conversational noise in the parking lot.

*Access, Parking and Circulation* – Access to the 41,600 square foot building is from Crown Point Court. Access consists of a dual  $\pm 20$ -foot-wide ingress/egress driveway in the center of the site accessing Crown Point Court. No improvement of the access is proposed.

*Lighting* – No additional lighting is proposed with the project. Existing lighting consists of parking lot lighting and building lighting.

*Signage* – A monument sign is located on the site at the corner of Crown Point Court and Crown Point Circle. Refacing of the sign is permitted with approval of a sign permit.

#### **SITE DESCRIPTION AND ENVIRONMENTAL SETTING:**

The project site is entirely developed with buildings, parking, and landscaping. The project area is mostly developed with business park uses consistent with the Whispering Pines Specific Plan SP-1A Zone designation.

The Nevada County Airport is located approximately 4,700 feet (as the crow flies) from the project site. The project site is in the Compatibility Zone D – Traffic Pattern Zone land use designation according to the Nevada County Airport Land Use Plan.

#### **ENVIRONMENTAL DETERMINATION:**

Based upon the Initial Study, Parking was identified as having potentially significant impacts requiring mitigation. Other resource categories were determined to be less than significant or have no impact based upon site and project specific impacts.

In accordance with CEQA Section 15097, the Mitigated Negative Declaration includes a Mitigation Monitoring and Reporting Plan (MMRP). The MMRP identifies the mitigation measures that reduce potential project impacts to a less than significant level.



**PUBLIC AND AGENCY COMMENTS:**

Public notice of Intent to Adopt a Negative Declaration and Notice of Public Hearing for the project was prepared and posted pursuant to the CEQA Guidelines and State law. The Negative Declaration was circulated for a 20-day public review period commencing on August 26, 2022, and ending close of business on September 14, 2022 (**Attachment 1 – Initial Study/Mitigated Negative Declaration**).

Comment letters on the project are in **Attachment 5 – Comments on Initial Study/Negative Declaration**. A Response to Comments is in **Attachment 6**.

**GENERAL PLAN AND ZONING:**

**General Plan:** The City of Grass Valley General Plan designation is Business Park. The Business Park designation replaced the Planned Employment designation introduced in the 1982 General Plan. Business Park is a category as one of the two mixed use designations. The intent of the BP designation is to accommodate a variety of employment-generating land uses in a master-planned, campus type setting, designed to preserve and enhance the natural environment and to fully integrate into the larger community.

The Whispering Pines Specific Plan extends this concept by designating the subarea for primarily high quality “corporate park” type developments. The goal is to establish a “campus-type atmosphere” with a “whispering pines” theme to be achieved throughout the subarea per the development standards.

Multiple 2020 General Plan policies, goals and objectives support economic development and preservation of existing neighborhoods. The policies, goals and objectives include but are not limited to:

- 7-LUG** Create a healthy economic base for the community, including increasing employment opportunities through attraction of new and compatible industry and commerce, and through retention, promotion, and expansion of existing businesses.
- 18-LUO** Creation and retention of wealth in Grass Valley.
- 19-LUO** Employment opportunities for present and future residents.
- 20-LUO** An expanding local tax base.
- 24-LUO** Creation of an economy conducive to quality growth and development.

**Zoning Designation** – The property is within the Whispering Pines Specific Plan SP-1A Zone. The intent and purpose of the SP-1A Zone is to establish a mixed land use category to promote business and research parks, large individual corporate establishments, professional and administrative office complexes, and selected commercial activities as the predominate land use.

**ANALYSIS:**

Staff offers the following for Planning Commission and City Council consideration:

*Whispering Pines Specific Plan Amendments/Land Use Compatibility* – Uses Permitted in the SP-1A Zone include Administrative and Research, Restricted Light Industrial, Warehouse/Showroom, Employment Center Support, Office/Professional Uses and Churches with a Use Permit.

InConcert Sierra plans to occupy the entirety of the 41,600 square foot building for public assembly entertainment uses. Uses include Studio Uses, such as art, dance, music uses, and theater, or performing arts uses. The uses constitute relatively large-scale indoor facilities for group entertainment. No outdoor uses are proposed with the project. The proposed uses could generate an estimated  $\pm 1,050$  attendees/employees should two of the larger proposed uses occur simultaneously. Except for parking, as discussed and mitigated below, the building can accommodate the intended uses, with minimal impact to adjoining properties as outlined and concluded in the Initial Study/Mitigated Negative Declaration. That is, although the project would generate large assembly entertainment uses periodically, the predominate use of the building is anticipated to be less intense than the current office use. Accordingly, use compatibility should not be at issue pending compliance with the parking mitigation measure noted.

*Days/Hours of Operation* – InConcert Sierra assembly/entertainment uses are in the evenings when many of the Whispering Pines neighboring businesses are closed. Hours of operation vary depending on performances and conference schedules. Higher usage is expected on Saturday and Sunday afternoon and evenings. Smaller-occupancy operations will periodically occur on weekday evenings. Occasional larger-occupancy operations will occur on weekends.

*Traffic* – A Traffic Study has been prepared by Prism Engineering dated April 28, 2022, for the InConcert Sierra Project. The objective of the Traffic Study is to investigate and analyze the potential for Vehicle Miles Traveled (VMT) impacts relating to the proposed venue location change of two existing performing arts businesses located in the greater Grass Valley/Nevada City area. The analysis of the traffic study is the proposed specific new location for these two existing performing arts businesses known as InConcert Sierra, and Sierra Stages, which are both currently in service at different smaller venue facilities in Grass Valley and Nevada City.

What is unique about the Traffic Study is that for the most part, the InConcert Sierra and Sierra Stages business traffic is already extant on the roadways but are going to two different venue locations. This collaborative project of combining the venue locations will cause all business traffic to relocate to the new location proposed at 125 Crown Point Court. This will change existing travel patterns towards the proposed facility where all concerts will be hosted, theater performances will take place, as well as all contain onsite all office facilities relating to these performing arts businesses.



The conclusions of the Traffic Study noted that the project will have significantly less vehicles in motion on less days, resulting in a minor reduction in greenhouse gas emissions (and VMT) during a year, and even on a monthly basis.

*Parking* – The project site includes 204 parking spaces including 6 accessible ADA parking spaces resulting in a parking ratio of 1 parking space per 203 sq. ft. of building floor area. No additional on-site parking spaces are planned.

As noted in the project description, the proposed 520-seat 9,500 square foot Concert Hall section of the building will be utilized for acoustical (normally un-amplified) chamber, orchestral, choral, and theatrical performances. A sold-out orchestral performance with choir would result in a total occupancy of up to 670 persons.

The proposed 125 seat 2,500 square foot “Black Box” theater would provide a flexible configurable space for various theater and smaller musical performances. With a state crew performance ensemble, maximum total occupancy would be 175 persons.

The proposed 3,000 square foot Conference Center could be configured in a variety of ways, including use of smaller conference rooms which could reach a maximum occupancy of 350 persons.

Regular occupancy by employees of non-profit organizations for office space and building operations will not exceed 30 employees.

It is expected that on rare occasions, two of these uses could occur simultaneously, but all three uses would not occur simultaneously. ~~As such, if the Concert Hall and Conference Center were to be conducted at the same time, up to 1,050 persons could occupy the site.~~ **A full capacity Concert of 670 would preclude the use of other venues for separate events. If two uses occur simultaneously, they would not exceed 670 occupants in total. Typical occupancy of the Concert Hall is estimated to be 350; Conference Center is estimated to be typically 200; and Black Box is estimated to be 75. In accordance with Table 3-3 of the City’s Development Code, the City’s Parking Standard for Theaters, auditoriums, and places of assembly is 1 space for each 4 seats or 1 space for each 100 sf. of assembly area, whichever would yield more spaces. For the project, the 1 parking space per 4 seats yields more parking spaces. Based upon the number of seats as outlined above, the number of parking spaces required is 249 parking spaces. Using the City’s Development Code Table 3-3 Parking Standards, the site is therefore deficient by 45 parking spaces. However, the Traffic Study prepared for the project utilizes historic ticket sales to project Vehicle Miles Traveled. These tickets sales were converted into number of vehicles by zip code using a 2.6 vehicle occupancy rate. Even if a more conservative estimate of attendees doubled up for each vehicle, this would amount to 335 ( $670/2=335$ ) 525 vehicles or 324 131 on-site parking spaces short of the projected vehicle parking estimates. This shortage in parking is at issue with the City’s Development Code parking standard, however, the applicant has indicated that negotiated parking agreements with**

adjoining property owners will provide additional off-street parking in adjacent property parking lots during evening and weekend operations as required to accommodate larger attended events. The lack of on-site parking may present a significant parking impact. However, the following mitigation measure would reduce this potential impacts to a less than significant level:

**TRANS 1 – Mitigation Measure:**

~~Prior to the first event in which two uses are occurring at the same time, requiring in excess of 204 parking spaces,~~ **Prior to the issuance of a building permit**, the applicant shall submit off-site parking agreements for review and approval that satisfy the event attendance **in accordance with Section 17.36.080 et. seq. of the City's Development Code**. The final parking agreements shall be for a duration that is commensurate with the event and shall be to the satisfaction of the Community Development Director and City Engineer.

The above parking mitigation measure will reduce any parking deficiencies with the proposed project.

**ATTACHMENTS:**

**Attachment 1 –** Initial Study/Mitigated Negative Declaration with the following Exhibits, Tables, Attachments and Figures:

**Exhibits:**

- Exhibit A –** Vicinity Map
- Exhibit B –** Aerial Photograph
- Exhibit C –** Site Plan
- Exhibit D –** Site Photographs
- Exhibit E –** Proposed Floor Plan
- Exhibit F –** Colored Concert Hall, Black Box and Conference Center Floor Plans
- Exhibit G –** Existing and Proposed Building Height Increase
- Exhibit H –** Nevada County Airport Land Use Commission Correspondence dated August 23, 2022
- Exhibit I –** Theatre Seating Example
- Exhibit J –** Black Box Theatre Example

**TABLES:**

- Table 1 –** Project Construction and Operational Estimates
- Table 1.-** Level of Service (LOS) Definitions
- Table 2 –** VMT Calculation distances from Zip Code Centroid to Performing Arts Venue Locations (Old and New)
- Table 3 –** VMT Calculations by Trip Generation

**FIGURES:**

- Figure 1 –** Levels of Service of Local Roadways and Intersections 6:30 p.m. to 7:30 p.m.
- Figure 2 –** Intersection Turning Movements Values 6:30 p.m. to 7:30 p.m.
- Figure 3 –** InConcert Sierra Travel Patterns and Vehicle Totals by Zip Code Area
- Figure 4 –** Sierra Stages Travel Patterns and Vehicle Totals by Zip Code Area

**Figure 5** – Sampling of how Google Map Tool was used to determine Trip Distances Between Zip Code Areas and Venue Locations

**Figure 6** – Project Site Proposed Building Modifications

**Attachment 2** – Mitigation Monitoring and Reporting Plan

**Attachment 3** – Findings and Conditions of Approval

**Attachment 4** – Ordinance No. \_\_\_\_\_ Rezoning the Properties to the Whispering Pines Specific Plan SP – 1A.1 Zone with **Exhibit A**.

**Attachment 5** – Project Comments

**Attachment 6** – Response to Comments

**A RESOLUTION OF THE CITY OF GRASS VALLEY ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PLAN FOR THE INCONCERT SIERRA PROJECT LOCATED AT 125 CROWN POINT COURT IN THE WHISPERING PINES SPECIFIC PLAN AREA (22PLN-18).**

**WHEREAS**, the City Council considered the InConcert Sierra Whispering Pines Specific Plan Amendments, Use and Development Review Permits at noticed public hearing at its October 25, 2022, meeting (22PLN-18); and,

**WHEREAS**, the City Council has Re-zoned the property at 125 Crown Point Court through the adoption of Ordinance No. 820 to allow public assembly uses proposed by InConcert Sierra (22PLN-18); and,

**WHEREAS**, the City of Grass Valley, as lead agency, pursuant to the California Environmental Quality Act (CEQA), is acting as the public agency which has the principal responsibility for approving the Project; and,

**WHEREAS**, the Community Development Department prepared an Initial Study/Mitigated Negative Declaration as the appropriate environmental review in accordance with the California Environmental Quality Act (CEQA) for the project. Mitigation Measures were incorporated into the project to fully mitigate all potentially significant impacts on the environment; and,

**WHEREAS**, pursuant to CEQA, a Notice of Intent to Adopt the MND was prepared and posted in the Union Newspaper; provided to interested, Responsible and Trustee agencies; all members of the public who had previously requested notification; and, posted at the City's Community Development Department, Nevada County Clerk-Recorder's Office, notifying all interested parties of the availability and 20-day public review period commencing on August 26, 2022 and ending on September 14, 2022; and,

**WHEREAS**, during the 20-day public and agency review, the City received comments on the IS/MND shown in **Attachment 6** and provided a Response to Comments as **Attachment 7** of the October 25, 2022, City Council Staff Report, and meeting for public, agency and City Council consideration; and,

**WHEREAS**, the IS/MND identified a potentially significant impact to the environment, including a specific impact to on-site parking, which can and will be avoided or mitigated to less than significant levels through adoption and implementation of the mitigation measure proposed as part of the Project through implementation of the Mitigation Monitoring and Reporting Plan (MMRP) incorporated herein as **Attachment 3** of the October 25, 2022, City Council Staff Report; and,

**WHEREAS**, the Planning Commission held a noticed public hearing and has independently reviewed, analyzed, and considered the Initial Study/Mitigated Negative Declaration at its September 20, 2022, meeting prior to making a recommendation to the City Council on the project; and,

**WHEREAS**, based upon written and public testimony, the Planning Commission recommended that the Parking Mitigation Measure be replaced with equal or more effective measures pursuant to Section 15073.1 of the CEQA Guidelines; and,

**WHEREAS**, the new Mitigation Measure is equivalent or more effective in mitigating or avoiding potential significant effects and that it in itself will not cause any potentially significant effect on the environment; and,

**WHEREAS**, the revised Initial Study need not be recirculated for public review in accordance with Section 15073.5 of the CEQA Guidelines considering the revisions of the Initial Study:

1. Mitigation measures are replaced with equal or more effective measures pursuant to Section 15074.1.
2. New project revisions are added in response to written and verbal comments on the project's effects identified in the proposed negative declaration which are not new avoidable significant effects.
3. Measures or conditions of project approval are added after circulation of the negative declaration which are not required by CEQA, which do not create new significant environmental effects and are not necessary to mitigate an avoidable significant effect.
4. New information is added to the negative declaration which merely clarifies, amplifies, or makes insignificant modifications to the negative declaration.

**WHEREAS**, the City of Grass Valley has also considered whether the project will result in a safety hazard or noise problem for persons using the airport or for persons residing or working in the project area; and,

**WHEREAS**, On August 23, 2022, and October 13, 2022, Mike Woodman, Executive Director of the Nevada County Airport Land Use Commission has determined that the InConcert Sierra Project is consistent with the Nevada County Airport Land Use Compatibility Plan.

**WHEREAS**, the City Council held a noticed public hearing and has independently reviewed, analyzed, and considered the Initial Study/Mitigated Negative Declaration at its October 25, 2022, meeting. The Initial Study/Mitigated Negative Declaration reflects the independent judgement of the City of Grass Valley, as lead agency.

**WHEREAS**, this City Council adopted the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan as the appropriate level of environmental review for the InConcert Sierra Project (22PLN-18); and,

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

1. That the foregoing statements are true and correct;

2. That the IS/MND and MMRP were prepared in accordance with all legal requirements of CEQA, including all public notice and comment period requirements;
3. That the City Council has considered the IS/MND, Response to Comments, and MMRP;
4. That the IS/MND identified all potentially significant impacts to the environment, including specific potentially significant impacts to on-site parking, which can and will be avoided or mitigated to less than significant levels through adoption and implementation of the mitigation measures proposed as part of the Project and through implementation of the MMRP;
5. That a public hearing was held by the City of Grass Valley City Council, in accordance with Section 15073.5 (c) and Section 15074.1 regarding recirculation and substitution of Mitigation Measures and that the new measures are equivalent or more effective in mitigating or avoiding potential significant effects and that it will not cause any potentially significant effect on the environment.
6. That the IS/MND and MMRP reflect the City's independent judgement and analysis as lead agency in accordance with the CEQA and the CEQA Guidelines;
7. That there is no substantial evidence in the record that the Project, as mitigated, will have a significant effect on the environment;
8. The administrative record is located in the Office of the Community Development Department at 125 E Main Street, Grass Valley, CA 95945;



**PASSED AND ADOPTED** this 25<sup>th</sup> day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Ben Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Taylor Day, Deputy City Clerk

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

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



**CITY OF GRASS VALLEY  
COMMUNITY DEVELOPMENT DEPARTMENT**



**Revised Initial Study & Mitigated Negative Declaration – InConcert Sierra –  
Whispering Pines Specific Plan Amendments, Use Permit and Development  
Review Permits**

**125 Crown Point Court, Grass Valley, CA 95945  
(22PLN-18)**



**August 26, 2022  
Revised October 7, 2022**

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## INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION

This Initial Study constitutes a revised environmental analysis addressing comments received during the environmental public review period and supplementing the analysis and conclusions of the August 26, 2022, Initial Study/Mitigated Negative Declaration. For clarity, the revisions contained herein are identified as bold text for text that has been inserted and ~~strikeout text~~ for text has been deleted. All comment letters and associated responses are attached to the City Council Staff Report dated October 25, 2022, Attachment 6 - *Comments on Initial Study/Mitigated Negative Declaration*.

Based upon the Planning Commission recommendation of the revised Parking Mitigation Measure on Page 44, staff revised the Initial Study/Negative Declaration and corresponding Mitigation Monitoring and Reporting Program. The revised Initial Study/Mitigated Negative Declaration need not be recirculated for public review in accordance with Section 15073.5 of the CEQA Guidelines under the following circumstances:

1. Mitigation measures are replaced with equal or more effective measures pursuant to Section 15074.1.
2. New project revisions are added in response to written and verbal comments on the project's effects identified in the proposed negative declaration which are not new avoidable significant effects.
3. Measures or conditions of project approval are added after circulation of the negative declaration which are not required by CEQA, which do not create new significant environmental effects and are not necessary to mitigate an avoidable significant effect.
4. New information is added to the negative declaration which merely clarifies, amplifies, or makes insignificant modifications to the negative declaration.

The revisions provided adhere to the above criteria. As recommended by the Planning Commission, the Parking Mitigation Measure has been revised with equal or more effective measures in accordance with Section 15074.1. New information is also added to the Mitigated Negative Declaration which merely clarifies, amplifies, or makes insignificant modifications to the Mitigated Negative Declaration.

Moreover, additional information is provided thereby addressing comments received. The supplemental environmental review clarifies and amplifies the information contained in the IS/MND circulated for the project initially on August 26, 2022.



## InConcert Sierra - Whispering Pines Specific Plan Amendments, Use Permit and Development Review Permits

In accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15063 (Initial Study), the City of Grass Valley has prepared this Initial Study to assess the potential environmental impacts of the proposed InConcert Sierra Project which includes entitlements of: 1) A text amendment of the Whispering Pines Specific Plan; 2) Amendment of the Whispering Pines Specific Plan Map; 3) Amendment of the Whispering Pines building standards; 4) Use Permit; and, 5) Development Review Permit. On the basis of the Initial Study, the City finds that the proposed project will not have a significant adverse effect on the environment and will not require the preparation of an Environmental Impact Report. Therefore, this Mitigated Negative Declaration has been prepared as the appropriate level of environmental review in accordance with CEQA and the CEQA Guidelines Sections 15063 and 15070 et. seq.

### Public and Agency Review:

This Initial Study/Mitigated Negative Declaration is being circulated for a **20-day** public and agency review commencing **August 26, 2022**, and ending close of business on **September 14, 2022**. Copies of this Initial Study and cited references may be obtained at the City of Grass Valley Community Development Department at the address noted below. Written comments on this Initial Study/Mitigated Negative Declaration may also be addressed as noted below.

**Project title:** InConcert Sierra Whispering Pines Specific Plan Amendments, Use Permit and Development Review Permits - (**22PLN-18**) - located at 125 Crown Point Court, Grass Valley, CA 95945.

### Lead agency name and address:

City of Grass Valley Community Development Department  
125 E. Main Street  
Grass Valley, CA 95945

### Contact person, phone number, and e-mail:

Lance E. Lowe, AICP, Principal Planner  
125 E. Main Street  
Grass Valley, CA 95945  
530-274-4716  
[lancel@cityofgrassvalley.com](mailto:lancel@cityofgrassvalley.com)

### Project Location and Site Description:

The project site is located at 125 Crown Point Court consisting of ±5.53 acres (APN: 009-700-063). The project site is in Section 25, Township 16N, Range 8E Mt. Diablo Base Meridian on City of Grass Valley 7.5-minute USA quadrangle. Approximate coordinates of the center of the site are 39.218170 north and -121.027550 west (**Exhibit A - Vicinity Map** and **Exhibit B - Aerial Photograph**).

Exhibit A – Vicinity Map

125 Crown Point Court

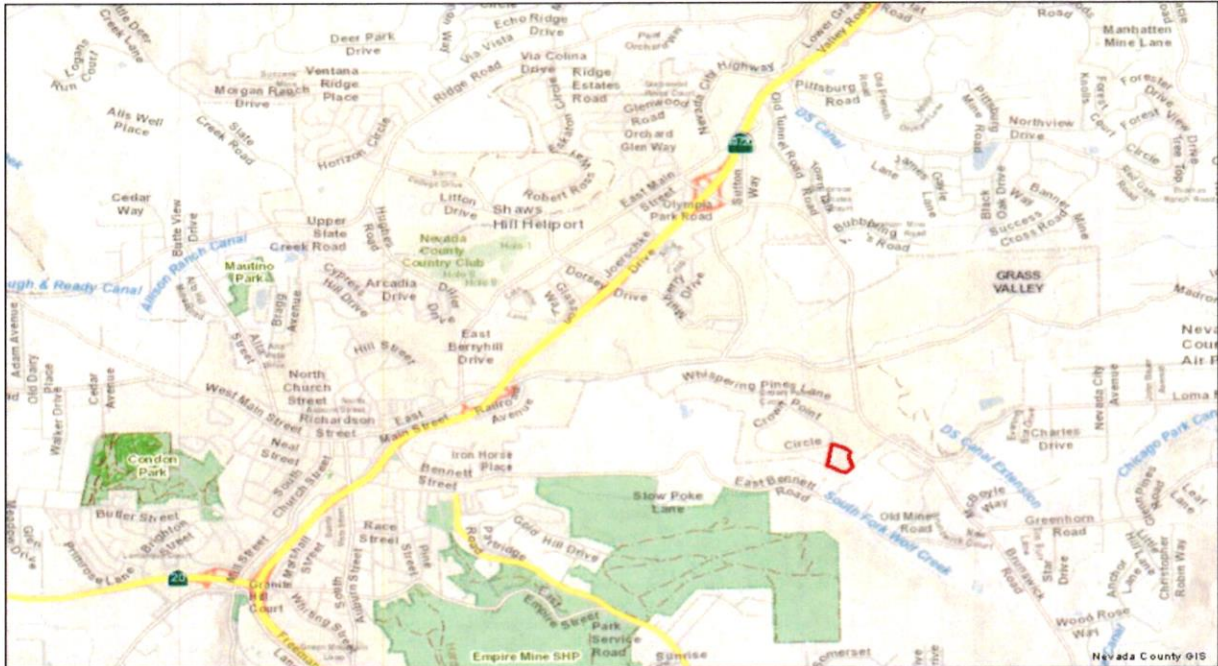


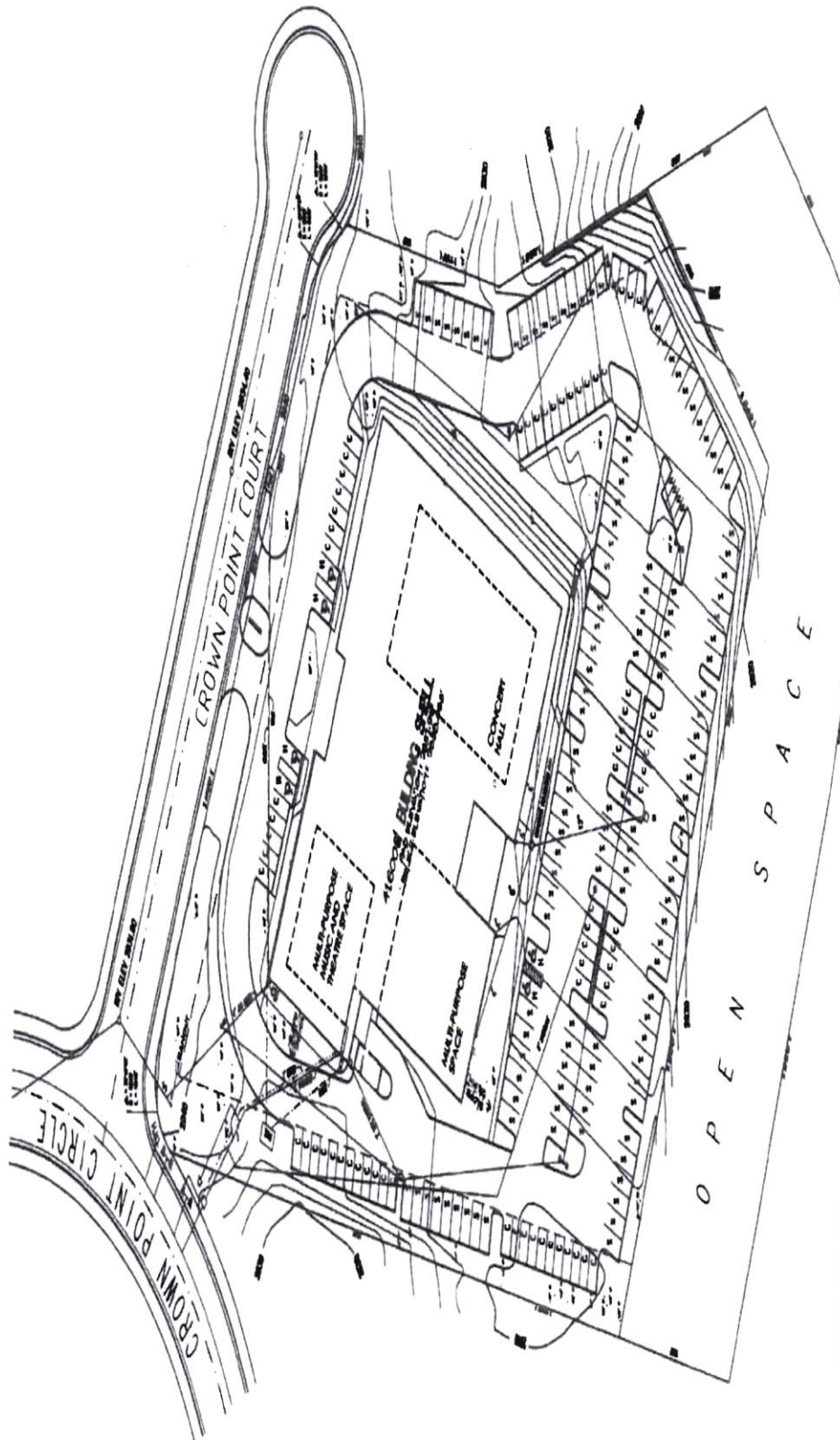
Exhibit B – Aerial Photograph

125 Crown Point Court





Exhibit C - Site Plan



### Existing Improvements:

The project site is entirely developed with buildings, parking, and landscaping. The 41,600 square foot building is served by existing onsite parking spaces totaling 204 standard and compact parking spaces including 6 accessible ADA parking spaces resulting in a parking ratio of 1 parking space per 203 sq. ft. of building area.

### Surrounding Land Uses:

The project area is mostly developed with business park uses consistent with the Whispering Pines Specific Plan SP-1A Zone designation.

The Nevada County Airport is located approximately 4,700 feet (as the crow flies) from the project site. The project site is located in the Compatibility Zone D - Traffic Pattern Zone land use designation according to the Nevada County Airport Land Use Plan.

(Exhibit D – Site Photographs)





**Project Objective:**

InConcert Sierra is a non-profit presenter and producer of Classical Music in Western Nevada County. Founded in 1946 as Twin Cities Concert Association, InConcert Sierra presents up to 30 classical music events per year comprising regular season concerts, special concerts, educational programs, etc. The project aim is to provide additional venue space for various genres of music conventions, and conference facilities.

InConcert Sierra and Sierra Stages are both currently in service at different smaller venue facilities in Grass Valley and Nevada City. Current venue locations are: The Seventh Day Adventist Church located at 12889 Osborne Road, in Grass Valley, and the Nevada Theatre located in Downtown Nevada City at 401 Broad Street. Both existing entertainment businesses are proposed to take up space within an existing building site location at 125 Crown Point Court in the Whispering Pines Business Park thereby centralizing venues.

**Project sponsor's name and address:**

Twin Cities Concert Association  
DBA InConcert Sierra  
333 Crown Point Circle, Suite 125  
Grass Valley, CA 95959  
Attn: Monroe Lovelady

**Background:**

In September 1982, the City of Grass Valley adopted an updated General Plan. It designated 84 percent of the site as a suitable location for a planned employment center and the reminder as a manufacturing-industrial district. The General Plan recommends that a specific plan be prepared for planned employment centers prior to City approval of development plans.

The Specific Plan for the Whispering Pines Corporate Community was prepared in 1983 to meet these planning requirements, overcome site development obstacles and spell out how this area should be developed. The Specific Plan includes planning recommendations which are much more detailed than the General Plan, yet it is not as detailed as a subdivision proposal. The intermediate level of detail allows considerable flexibility on the part of each owner within the Specific Plan area to respond individually to changing market conditions within a guiding framework.

The Specific Plan also establishes a development concept as the basis for coordination among the landowners and provides guarantees for a managed environment, both of which are attractive to firms seeking locations in the community. The result should be higher returns to investment for landowners and developers, jobs added to the community, and needed tax revenues to public agencies.

## PROJECT DESCRIPTION:

The relocation of InConcert Sierra and Sierra Stages requires amendment of the Whispering Pines Specific Plan. The Project entitlements include a Text Amendment of the Whispering Pines Specific Plan, Amendment of the Whispering Pines Specific Plan Land Use Map, Amendment of the Whispering Pines building standards, Use Permit and Development Review Permit as outlined:

### 1. Amendments of the Whispering Pines Specific Plan -

- a. An Amendment of the Whispering Pines Specific Plan text is proposed to create a new Subarea - *SP-1A.1 - Public Assembly Uses*. The text amendment proposes to list Studio uses, such as art, dance, music uses, and Theater, or performing arts uses as being permitted uses in the SP -1A.1 Zone with approval of a Use Permit.
- b. An Amendment of the Whispering Pines Specific Plan Map is proposed with zoning reflecting the SP-1A.1 Public Assembly Uses Land Use Designation.
- c. An Amendment of the Whispering Pines Specific Plan Building Standards for Building Height. Maximum building heights in the Whispering Pines Specific Plan is 25 feet. The building height standards are proposed to be amended to permit 45 feet in height for the SP-1A.1. - *Public Assembly Uses*.

### 2. Use Permit - A Use Permit Application is required to allow studio uses and a performing arts center for InConcert Sierra in the SP-1A.1 Zone designation. **The Use Permit also authorizes off-site parking in accordance with Section 17.36.080 et. seq. of the City's Development Code.**

### 3. Development Review Permit - A Development Review Permit (i.e. Design Review) is required for the Architectural Building Design of the roof expansion for InConcert Sierra in the SP-1A.1 Zone designation.

InConcert Sierra (ICS) is a fictitious business name for Twin Cities Concert Association, Inc. (TCCA). TCCA was founded in 1946 and has been in continuous operation since. The primary activity has been music concerts and music education for adults and youth. Major concerts with audiences of up to 500 persons have been presented every month except June through August for many years. Smaller performances and events occur in homes and other venues throughout the year. Major educational programs include Music on Wheels, presented at senior residence facilities, and the Composers Projects where youth and adults learn to compose original music.

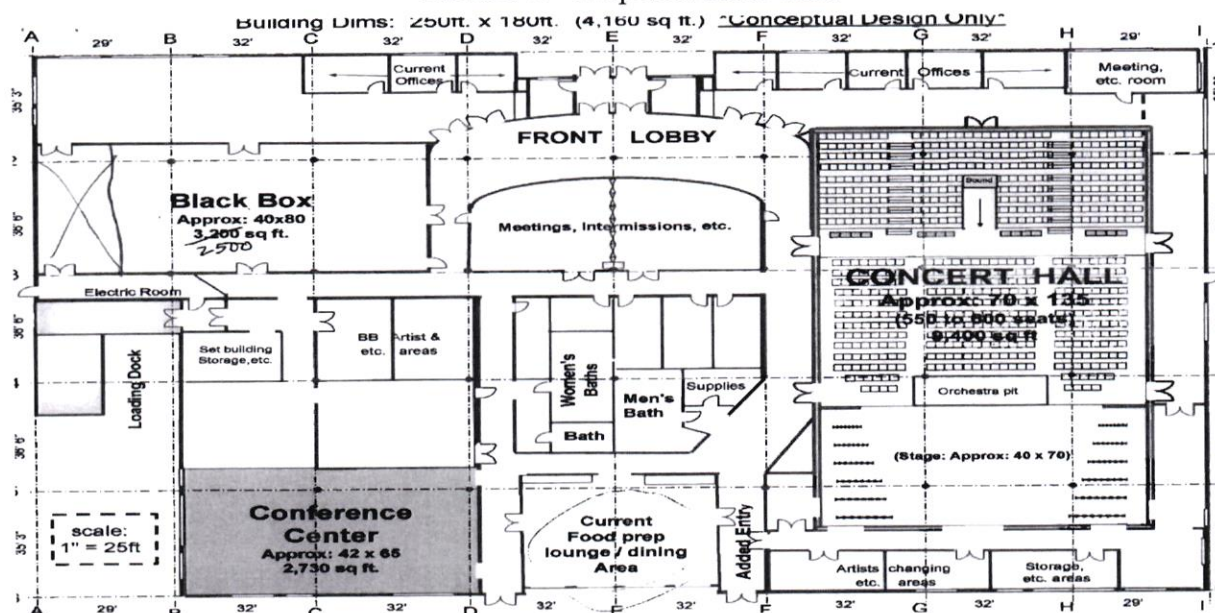
ICS will own and operate the building of approximately 41,600 square feet and expects to **produce concerts and events, as well as** lease space for music, ~~and~~ theatrical productions, **meetings and office use** to other local and regional organizations. According to ICS preliminary discussions with several other organizations have occurred, and in each case, there has been significant support for having this facility available in the Grass Valley community.

The project is planned in response to a significant demand within Western Nevada County and the surrounding region for professional level performance spaces for non-amplified music and

theater. Because these uses are proposed to be housed in a building with significant additional space, the project also meets the additional community demand for conference and group meeting space. The size of the facility with ample parking and a significant emergency power source also makes the space potentially useable as an emergency operations center.

*Performances/Assembly Uses:* Performances/Assembly Uses are proposed in three areas of the 41,600 square foot building as illustrated in **Exhibit E**.

**Exhibit E – Proposed Floor Plan**



See **Exhibit F** on following page – *Concert Hall, Black Box & Conference Center Colored Floor Plans*

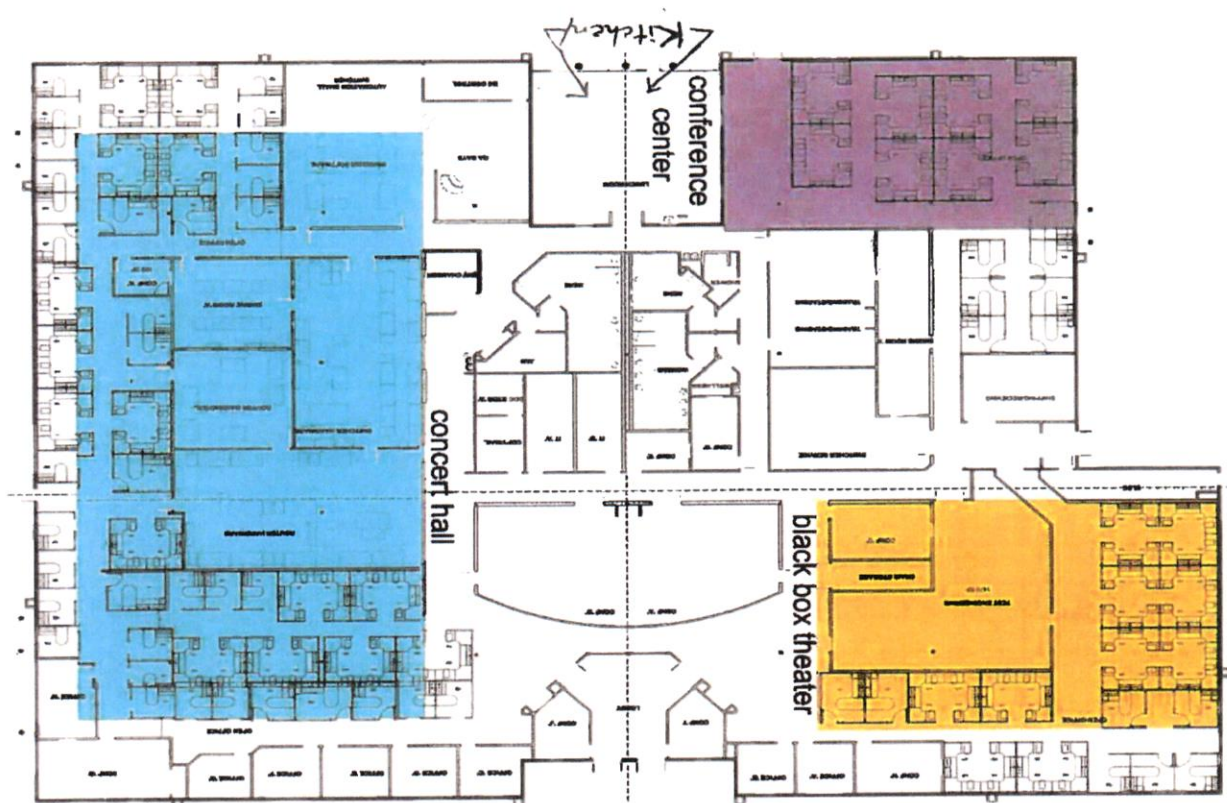
*Concert Hall* – The proposed 520-seat 9,500 square foot Concert Hall section of the building, identified in blue, will be utilized for acoustical (normally un-amplified) chamber, orchestral, choral, and theatrical performances. A sold-out orchestral performance with choir would result in a total occupancy of 670 persons.

*Black Box* – The proposed 125-seat 2,500 square foot “Black Box” theater, identified in yellow, would provide a flexible configurable space for various theater and smaller musical performances. With a ~~state~~ **stage** crew **and** performance ensemble, maximum total occupancy would be 175 persons.

*Conference Center* – The proposed 3,000 square foot Conference Center, identified in lavender, could be configured in a variety of ways, and including use of smaller conference rooms could reach a maximum occupancy of 350 persons.



### Exhibit F – Concert Hall, Black Box & Conference Center Floor Plans



It is expected that on rare occasions, two of these usages could occur simultaneously, but all three uses would not occur simultaneously. **A full capacity Concert of 670 persons would preclude the use of other venues for separate events at the same time. Moreover, if two uses occur simultaneously, they would not exceed 670 occupants in total. Typical occupancy of the Concert Hall is estimated to be 350; Conference Center is estimated to be typically 200; and, Black Box is estimated to be 75.**

Regular occupancy by employees of non-profit organizations for office space and building operations will not exceed 30 employees.

*Days/Hours of Operation* – Hours of operation vary depending on performances and conference schedules. Higher usage is expected on Saturday and Sunday afternoon and evenings. Smaller-occupancy operations will periodically occur on weekday evenings. Occasional larger-occupancy operations will occur on weekends.

Conference Center usage hours will normally be 8:00 a.m. to 5:00 p.m. on scheduled weekdays.

“Black Box” theater usage will be scheduled evenings 7:00 p.m. to 11:00 p.m. with periodic rehearsal, **performance meetings** and **indoor** stage set construction activities from 8:00 a.m. to 7:00 p.m. on weekdays and weekends.



Concert Hall usage will be scheduled Sundays 12:00 p.m. to 5:00 p.m. and scheduled weekend evenings 7:00 p.m. to 11:00 p.m. with periodic rehearsals and stage configuration activities from 8:00 a.m. to 11:00 p.m. on weekdays and weekends.

*Building Height Modifications* – The existing single floor building will have two areas with roof heights raised to accommodate performance acoustics: one area of approximately 9,500 square feet to a maximum of 45 feet in height, and one of approximately 2,500 square feet to a maximum of 35 feet in height (see existing and two-story buildings below).



**Exhibit G – Existing and Proposed Building Height Increase**

*Parking* – The 41,600 square foot building is served by existing onsite parking spaces totaling 204 including 6 accessible ADA parking spaces resulting in a parking ratio of 1 parking space per 203 sq. ft. of building area. No additional on-site parking spaces are planned. However, negotiated parking agreements with adjoining property owners are required to provide additional off-street parking in adjacent property parking lots during evening and weekend operations as required to accommodate larger attended events.

*Food/Beverage* – Concession drinks and other items will be available to audiences for scheduled performances. Catered food will be available for selected Conference Center activities.

*Outdoor Uses* – No outdoor uses are proposed with the project.

*Noise* – With all activities indoors and with significant interior sound insulation planned for the performance spaces, the only sound or noise impact from this project will be from automobile traffic to and from the site as well as conversational noise.

*Access, Parking and Circulation* – Access to the 41,600 square foot building is from Crown Point Court. Access consists of a dual ±20-foot-wide ingress/egress driveway in the center of the site accessing Crown Point Court.

*Lighting* – No additional lighting is proposed with the project. Existing lighting consists of parking lot lighting and building lighting.

*Signage* – A monument sign is located on the site at the corner of Crown Point Court and Crown Point Circle. Refacing of the sign is permitted with approval of a sign permit.

*Topography* – The site is relatively flat with less than 5% grades throughout. The site and buildings will be improved to meet ADA accessibility standards upon renovation, where required.

*Drainage* – The site drains from north to south with drainage outfall into the open space areas at the south end of the property. No additional drainage improvements are proposed with the project.

*Utilities – Water Supply:* The subject property is served by Nevada Irrigation District (NID). Extension and/or upgrade of NID water facilities is not required for the project.

*Sanitary Sewer* – The subject property is served by the City of Grass Valley for sewer. Extension and/or upgrade of City sewer facilities is not required for the project.

*Dry Utilities* – Dry utilities (i.e., natural gas, electrical supply, telephone, cable) are located along Crown Point Court. Extension and/or upgrade of dry utilities is not required for the project.

**General Plan Land Use Designation** – The City of Grass Valley General Plan designation is Business Park. The Business Park designation replaces the Planned Employment designation introduced in the 1982 General Plan. Business Park is a category as one of the two mixed use designations. The intent of the BP designation is to accommodate a variety of employment-



generating land uses in a master-planned, campus type setting, designed to preserve and enhance the natural environment and to fully integrate into the larger community.

The Whispering Pines Specific Plan extends this concept by designating the subarea for primarily high quality “corporate park” type developments. The goal is to establish a “campus-type atmosphere” with a “whispering pines” theme to be achieved throughout the subarea per the development standards in Chapter 4 of the Whispering Pines Specific Plan.

**Zoning Designation** – The property is within the Whispering Pines Specific Plan SP-1A Zone. The intent and purpose of the SP-1A Zone is to establish a mixed land use category to promote business and research parks, large individual corporate establishments, professional and administrative office complexes, and selected commercial activities as the predominate land use

### **Regulatory Setting and Required Agency Approvals**

The following City of Grass Valley, Responsible and/or Trustee Agency permits are required prior to approval of the InConcert Sierra Project:

- City of Grass Valley Community Development Department – Building Plan Approvals and Conditions of Approval/Mitigation Measure compliance verification.
- City of Grass Valley Building and Fire Departments – Building Plan and Fire Apparatus Approvals.
- Nevada County Environmental Health Department (NDEHD) – An operator’s permit shall be obtained from Nevada County Environmental Health Department for the project for the serving of food and beverages.
- Nevada County Transportation Commission (NCTC) – Land Use Consistency with the adopted Nevada County Airport Land Use Compatibility Plan dated September 21, 2011 is required by NCTC.

**Evaluation of Environmental Impacts:**

- 1) A brief explanation is required for all answers except “NO Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to a project like the one involved (e.g. the project falls outside a fault rupture zone). A “NO Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) **“Potentially Significant Impact”** is appropriate if there is substantial evidence that an effect is significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an Environmental Impact Report (EIR) is required.
- 4) **“Potentially Significant Unless Mitigation Incorporated”** applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
- 5) **“Less-Than-significant Impact:”** Any impact that is expected to occur with implementation of the project, but to a less than significant level because it would not violate existing standards.
- 6) **“No Impact:”** The project would not have an impact to the environment.
- 7) Earlier analyses may be used where, pursuant to Tiering, Program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or Negative Declaration.
- 8) Lead agencies are encouraged to incorporate into the checklist reference to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Aesthetics              | <input type="checkbox"/> Agriculture & Forestry Resources | <input checked="" type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources    | <input type="checkbox"/> Cultural Resources               | <input type="checkbox"/> Energy                 |
| <input type="checkbox"/> Geology/Soils           | <input checked="" type="checkbox"/> Greenhouse Gases      | <input type="checkbox"/> Haz/Hazardous Mat.     |
| <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Land Use/Planning                | <input type="checkbox"/> Mineral Resources      |
| <input type="checkbox"/> Noise                   | <input type="checkbox"/> Population/Housing               | <input type="checkbox"/> Public Services        |
| <input type="checkbox"/> Recreation              | <input checked="" type="checkbox"/> Transportation        | <input type="checkbox"/> Util./Service Systems  |
| <input type="checkbox"/> Wildfire                | <input type="checkbox"/> Man. Findings/Significance       | <input type="checkbox"/> None                   |

**DETERMINATION:** (To be completed by the Lead Agency) On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

  
Lance E. Lowe, AICP, Principal Planner

Date 

**EVALUATION OF ENVIRONMENTAL IMPACTS:****I. AESTHETICS –**

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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Would the project:

- |  |                          |                          |                                     |                                     |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Have a substantial adverse effect on a scenic vista?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings?              | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**SETTING**

The aesthetic value of an area is a measure of its visual character and quality, combined with the viewer response to the area (*Federal Highway Administration, 1983*). The visual quality component can best be described as the overall impression that an individual viewer retains from residing in, driving through, walking through, or flying over an area. Viewer response is a combination of viewer exposure and viewer sensitivity. Viewer exposure is a function of the number of viewers, the number of views seen, the distance of the viewers, and the viewing duration. Viewer sensitivity relates to the extent of the public's concern for a particular view shed (*U.S. Bureau of Land Management, 1980*).

The *City of Grass Valley 2020 General Plan* notes that the City does not contain any officially designed scenic highways or vistas, but generally acknowledges the City and its surroundings as having a wide range of landscapes, scenic vistas and visual resources.

Sources of existing light and glare in the project area are streetlights, residential lighting and parking lot lighting from adjoining land uses.

**IMPACTS**

- a)&b) The project includes extension of the existing roof for auditorium events. As illustrated, the design and materials are consistent with the existing architecture of the building. The project will not have a substantial adverse effect on a scenic vista or substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway. No impact will occur.

- c) Distinguishing between public and private views is important when evaluating changes to visual character or quality, because private views are views seen from privately-owned land and are typically associated with individual viewers, including views from private residences. Public views are experienced by the collective public and include views of significant landscape features and along scenic roads. According to CEQA (Pub. Resources Code, § 21000 et seq.) case law, only public views, not private views, are protected. For example, in *Association for Protection etc. Values v. City of Ukiah* (1991) 2 Cal.App.4th 720 [3 Cal. Rptr.2d 488], the court determined that “we must differentiate between adverse impacts upon particular persons and adverse impacts upon the environment of persons in general.” As recognized by the court in *Topanga Beach Renters Assn. v. Department of General Services* (1976) 58 Cal.App.3d 188 [129 Cal.Rptr. 739]: “[A]ll government activity has some direct or indirect adverse effect on some persons. The issue is not whether [the project] will adversely affect particular persons but whether [the project] will adversely affect the environment of persons in general.” Therefore, the focus in this section is on potential impacts to public views. Sensitive public viewers in the surrounding area would primarily consist of motorists, pedestrians, and bicyclists travelling along Whispering Pines Court.

Generally, new development, if not carefully designed, can result in adverse impacts on sites open to public view. Adopted policies of the City’s General Plan Community Design Element (Chapter 10 of the 2020 General Plan) aim to preserve the desirable physical and design features in Grass Valley and carry them over into new development so that old and new development appear compatible. The City’s Community Design element states that new development within established areas shall be consistent in terms of scale, design, and materials.

The architectural design of the project includes architectural detailing, natural materials and colors consistent with the existing building and adjoining buildings in accordance with the Whispering Pines and the City’s Community Design Guidelines as illustrated in the project description. This potential impact is less than significant.

- d) Existing sources of day and nighttime light within and around Grass Valley include those common to developed areas, including motor vehicle lights along Crown Point Court, City and County streetlights, parking lot lighting, building lighting and signage in the project area.

**Residential uses are located adjoining the rear parking lot to the south and east ±200 feet from the parking lot. The residential uses are approximately 60 feet below the existing parking lot separated by a 100 foot plus forested buffer open space easement. Except for the residential property located at 11948 Arbutus Lane, no residential uses can be viewed from the project site parking lot due to the heavily vegetated/forested open space easement. The elevation of the parking lot coupled with the dense vegetation and trees of the open space easement minimizes parking lot lighting and building lighting from encroaching onto adjoining residential uses.**

No additional lighting is proposed for the building renovation, so no additional impacts will occur.



## II. AGRICULTURE RESOURCES & FOREST RESOURCES-

Potentially  
Significant  
Impact

Less Than  
Significant  
With  
Mitigation  
Incorporation

Less Than  
Significant  
Impact

No Impact

Would the project:

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Result in the loss of forest land or conversion of forest land to non-forest uses?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

### SETTING

"Agricultural Land" is defined as prime farmland, farmland of statewide importance, or unique farmland, as defined by the *United States Department of Agriculture Land Inventory* and monitoring criteria, as modified for California.

The project site is developed, within an urban setting. No agricultural operations or forestry lands have existed on the project site for many years as defined according to the *U.S. Department of Agriculture*. Although, the property contains trees, the project site does not fall under the definition of forest lands as defined by *Public Resources Code Section 12220(g)*.

### IMPACTS

- a)&b) The project site is designated as "Urban and Built-up Land" as defined according to the *U.S. Department of Agriculture*. As defined, "Urban and Built-up Land is used for residential, industrial, commercial, construction, institutional, and public administrative purposes. Highways and other transportation facilities are also mapped as a part of Urban and Built-up Land if they are a part of the surrounding urban areas."

The *California Resources Agency farmland mapping program* does not identify the project site or vicinity as having Prime Farmland, Unique Farmland, or Farmland of Statewide Importance.



The proposed project area has been designated for urban development zoned for office professional and similar uses according to the *Whispering Pines Specific Plan*.

Considering no farmland as defined by CEQA exists within the project area, the proposed project will not involve conversion of farmland or zoning for agricultural use, including any farmlands under Williamson Act Contract. No impact will occur.

- c)-e) As noted in the project setting above, the project will not conflict with existing zoning or cause the rezoning of forest land (as defined in Public Resources Code Section 12220(g), timberland (as defined by Public Resources Code Section 4526), or timberland zoned timberland Production (as defined by Government Code Section 51104(g)).

All improvements will occur within the existing building footprint. However, should trees require removal due to ADA or other improvements, the applicant will be required to obtain a Tree Removal Permit from the City of Grass Valley in accordance with *Chapter 12.36 of the City's Municipal Code*. Prior to removing trees, the City's Tree Permit standards requires mitigation for the loss of protected trees with payment of in-lieu fees or replanting on-site or combination thereof. No impact will occur.

### III. AIR QUALITY –

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:

- |   |                          |                          |                                     |                                     |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Conflict with or obstruct implementation of the applicable air quality plan?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| b) Result in a cumulative considerable net increase in any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| c) Expose sensitive receptors to substantial pollutant concentrations?  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

### SETTING

The project is located within the *Northern Sierra Air Quality Management District's (NSAQMD)* jurisdiction. The overall air quality in Nevada County is good but two known air quality problems exist, Ozone and Suspended Particulate Matter (PM-10). Nevada County is a "non-attainment" for both pollutants. PM-10 in Grass Valley meets federal ambient ozone standards but exceeds the more stringent State standards in the winter, primarily due to smoke created from wood stoves and

fireplaces. Violations in the summer months have been noted during forest fires or periods of open burning. PM-10 is usually associated with dust generated during construction. Western Nevada County is a non-attainment area for the federal 8-hour ozone standard and the entire county is non-attainment for the state one-hour ozone standard.

The NSAQMD has adopted standard regulations and conditions of approval for projects that exceed certain air quality threshold levels to address and mitigate both short-and long-term air quality emissions. The NSAQMD has established the below thresholds of significance for PM-10 and the precursors to ozone, which are reactive organic gases (ROG) and nitrogen oxides (NOx). The NSAQMD has developed a three-tiered approach to significance levels A through C: A project with emissions meeting Level A thresholds require the most basic mitigations; projects with projected emissions in the level B range requiring more extensive mitigations; and those projects which exceed Level C thresholds, requiring an Environmental Impact Report to be prepared, which may result in even more extensive mitigations.

## IMPACTS

- a) The InConcert Project does not conflict with or obstruct implementation of an air quality plan prepared by NSAQMD. No impact will occur.
- b-c) Project building construction will be required to comply with NSAQMD standard threshold regulations and air quality mitigations and therefore will not result in a cumulative considerable net increase in any pollutant for which the project region is non-attainment under applicable federal or state ambient air quality standards.

Construction-related emissions vary substantially depending on the level of construction activity, length of the construction period, specific construction operations, types of equipment, number of personnel, wind, precipitation conditions, and soil moisture content. In its developed condition as a transient recreational use, air pollutant emissions would be generated by, but not limited to emissions from proposed HVAC units and vehicle trips.

Energy use emissions are generated by on-site natural gas and propane consumption for space and water heating and cooling. Area source emissions are generated by landscape maintenance equipment, consumer products, and architectural coatings.

Operational emissions include mobile source emissions, energy use emissions, and area source emissions. Mobile source emissions are generated by motor vehicle trips. According to the traffic analysis, the project will have significantly less vehicles in motion on less days, resulting in a minor reduction in greenhouse emissions (and VMT) during a year, and even on a monthly basis.

In review of the project, the *California Emission Estimator Model (CalEEMod) Version 2016.3.2*, emissions modeling program was used to estimate air pollutant emissions associated with the InConcert Project. CalEEMod quantifies construction emissions associated with the use of off-road equipment, on-road worker commute, construction delivery and haul trucks, and application of architectural coatings. The software calculates construction emissions by

construction phase based primarily on anticipated equipment (e.g., graders, dozers, forklifts), hours of use, estimated area of disturbance, number of vehicles, and distance of vehicle trips.

According to *CalEEMod* modeling results, air quality impacts for both construction and long-term operational (occupancy) phases would be less than significant for all regulated air pollutants. That is, the daily emissions are all below the Level B thresholds adopted by NSAQMD as quantified in **Table 1**:

**TABLE 1 – Project Construction and Operational Emissions Estimates**

	ROG (lbs/day)	NOx (lbs/day)	PM <sub>10</sub> (lbs/day)	CO (lbs/day)
Project Construction Impacts	49.96	39.96	28.35	21.62
Project Operational Impacts	1.158	.0392	2.980	.0329
Level A Thresholds				
NSAQMD- Significance Thresholds	ROG (lbs/day)	NOx (lbs/day)	PM <sub>10</sub> (lbs/day)	N/A
	<24 lbs/day	<24lbs/day	<79lbs/day	
Level B Thresholds				
Maximum Project Emissions	ROG (lbs/day)	NOx (lbs/day)	PM <sub>10</sub> (lbs/day)	N/A
	24-136 lbs/day	24/136 lbs/day	79-136 lbs/day	
Level C Thresholds				
Maximum Project Emissions	ROG (lbs/day)	NOx (lbs/day)	PM <sub>10</sub> (lbs/day)	N/A
	>136 lbs/day	>136 lbs/day	>136 lbs/day	

As shown in **Table 1** daily emissions generated by construction and operation of the proposed project would not exceed the thresholds of significance in the NSAQMD Guidelines. As a result, the proposed project would not result in potentially significant air quality impacts and would not conflict with or obstruct implementation of the NSAQMD air quality plan and standards. Moreover, the proposed InConcert Sierra Project would not violate the thresholds of significance established by NSAQMD for ozone precursors and PM<sub>10</sub>, the two criteria pollutants which the region is classified as non-attainment.

Construction emissions are temporary in nature but have the potential to represent a significant short term air quality impact. Operation of off-road construction equipment and vehicles, mobile sources (e.g. delivery vehicles, construction worker vehicles), and architectural coatings generate PM, Nox, and ROG emissions. Generation of these emissions are a function of the types and number of heavy-duty and off-road equipment used and the intensity and frequency of their operation, as well as vehicle trips per day associated with delivery of construction materials, the importing and exporting of soil, vendor trips, and worker commute trips, and the ROG concentration of architectural coatings. Fugitive dust emissions are also among the pollutants of greatest concern during construction activities and depend greatly on required operations, number and type of vehicles, vehicle speeds, local soil and weather conditions, and extent of site disturbance.

Construction of the InConcert Sierra Project would involve interior demolition, interior tenant improvements and architectural coating activities.

The nearest sensitive receptors (i.e. residential uses) are located  $\pm 200$  feet from the project site to the south and west. Impacts of the InConcert Sierra Project site will result from initial long-term operation of the assembly use facility. Initial construction-related air pollutant emissions would originate from mobile and stationary sources including but not limited to construction equipment exhaust, dust resulting from painting, and asphalt and/or concrete paving, as applicable.

Since operational emissions would be in accordance with accepted thresholds and construction-related emissions would be short-term, the proposed project's emissions are not anticipated to expose sensitive receptors to substantial pollutant concentrations. Therefore, impacts are anticipated to remain less than significant.

- d) The project will not result in other emissions (such as those leading to odors adversely affecting a substantial number of people) No impact will occur.

#### IV. BIOLOGICAL RESOURCES –

Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect state or federally protected wetlands. (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**IV. BIOLOGICAL RESOURCES –**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**SETTING**

The project site is entirely developed with the 41,600 square foot of building, parking and landscaping. No additional development is proposed, which may affect Biological Resources.

**IMPACTS**

- a) No biological impacts will occur as no development is occurring. No impact will occur.
- b-c) The project will not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.

Additionally, the project will not have a substantial adverse effect on state or federally protected wetlands. (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. No impact will occur.

- d) The project will not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. No impact will occur.
- e) The project will not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. No impact will occur.
- f) The property has been slated for urban development according to the *Nevada County General Plan and City of Grass Valley 2020 General Plan*. The project will not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. No impact will occur.

**V. CULTURAL RESOURCES –**

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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Would the project:

- a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?
- b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?
- c) Disturb any human remains, including those interred outside of formal cemeteries?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**TRIBAL CULTURAL RESOURCES –**

Would the project:

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

- d) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?
- e) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set for the in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**SETTING**

The site contains an existing 41,600 square foot building and related parking, landscaping, and lighting. Except for an increase in the roof height and interior tenant improvements within the existing footprint, no additional site disturbance is proposed.

**IMPACTS**

- a-c) The project will not cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5. of the Public Resources Code. No impact will occur.



The project will not directly or indirectly destroy a unique archaeological resource or site. No impact will occur.

The project will not disturb any human remains, including those interred outside of formal cemeteries. No impact will occur.

- c-e) The project will not impact resources listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k). No impact will occur.

The project will not impact a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set for the in subdivision (c) of Public Resources Code Section 5024.1. No impact will occur.

## VI. ENERGY –

Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## SETTING

Electricity and natural gas are the two primary forms of energy used in the City of Grass Valley and are provided by *Pacific Gas and Electric (PG&E)*. Grass Valley has already implemented programs that have resulted in or will lead to benefits in the form of energy efficiency, renewable energy, and water efficiency.

Energy conservation standards for new residential and commercial buildings were originally adopted by the *California Energy Resources Conservation and Development Commission* in June 1977; have been updated periodically since and have been updated again last year (*Title 24, Part 6 of the California Code of Regulations*). In general, Title 24 requires the design of building shells and building components to conserve energy. The standards are updated periodically to allow for consideration and possible incorporation of new energy efficiency technologies and methods.

In July 2008, the *California Building Standards Commission* adopted the nation's first green building standards. The *California Green Building Standards Code* (Part II, Title 24) was adopted as part of the *California Building Standards Code* (*Title 24, California Code of Regulations*). Part 11 establishes voluntary standards on planning and design for sustainable site development,

energy efficiency (in excess of California Energy Code requirements), water conservation, material conservation, and internal air contaminants.

## IMPACTS

- a)&b) Renovation of the 41,600 square foot building is subject to compliance with *Title 24* energy efficiency standards and *Green Building Codes* adopted by the City of Grass Valley. Approved building plans will be in accordance with Title 24 and Green Building Standards for energy efficiency standards. The project will not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Due to the Green Building recycling and Title 24 energy provisions, these impacts are considered less than significant.

## VI. GEOLOGY AND SOILS –

Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in the Building Code, creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## SETTING

Nevada County is part of the Sierra Nevada Range, a geologic block approximately 400 miles long and 80 miles wide which extends in a north-south bank along the eastern portion of California. The terrain of Nevada County is distinctly characterized by two features of the Sierra Nevada. The western third of the county is comprised of rolling foothills which form a transition between the low-lying Sacramento Valley and the mountains to the east. The area extending from the Yuba County line to just northeast of Grass Valley/Nevada City area is generally comprised of metavolcanic (Mesozoic Jura-Trias Metavolcanic) and granite (Mesozoic Granitic) formations.

Grass Valley is not within an Alquist-Priolo zone as defined in DMG Special Report 42 (DMG 1997). However, ground movement can be felt in Grass Valley from earthquakes at intermediate distances (i.e. the Truckee earthquake of 1968) and from distant earthquakes (i.e. Winters-Vacaville 1892 event).

## IMPACTS

- a) The project will not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault.

The project is not anticipated to be subject to strong seismic ground shaking, seismic-related ground failure, including liquefaction or landslides. No impact will occur.

- b) The project will not result in substantial soil erosion or the loss of topsoil. No impact will occur.
- c) The project is not located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. No impact will occur.
- d) The project is not located on expansive soil, as defined in the Building Code, creating substantial risks to life or property. No impact will occur.
- e) The project will not entail the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater. No impact will occur.
- g) The project will not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature. No impact will occur.

**VII. GREENHOUSE GASES –**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
--	--------------------------------------	---	------------------------------------	-----------

Would the project:

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Generate Greenhouse emissions, either directly or indirectly, that may have a significant impact on the environment.                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict with any applicable plan, policy or regulation of any agency adopted for the purpose of reducing the emissions of greenhouse gases. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**SETTING**

The City of Grass Valley has not conducted a greenhouse gas emissions inventory or adopted a Climate Action Plan, performance standards, or a GHG efficiency metric.

However, the City has adopted an *Energy Action Plan* and the *Grass Valley 2020 General Plan* includes numerous goals, policies, and programs which, if implemented, will reduce Grass Valley's impacts on global climate change and reduce the threats associated with global climate change to the City. CEQA Guidelines Section 15064.4 provides direction to lead agencies in determining the significance of impacts from GHG emissions. Section 15064.4(a) calls on lead agencies to make a good faith effort, based upon available information, to describe, calculate or estimate the amount of GHG emissions resulting from a project. The lead agency has the discretion to determine, in the context of a particular project, how to quantify GHG emissions.

Greenhouse gasses (GHG) include gases that can affect the earth's surface temperature. The natural process through which heat is retained in the troposphere is called the greenhouse effect. The greenhouse effect traps heat in the troposphere through a process of absorbing different levels of radiation. GHG are effective in absorbing radiation which would otherwise escape back into space. Therefore, the greater the amount of radiation absorbed, the greater the warming potential of the atmosphere. GHG are created through a natural process and/or industrial processes. These gases include water vapor (H<sub>2</sub>O), carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), hydrofluorocarbons (HFCs), Perfluorocarbons (PFCs) and sulfur hexafluoride (SF<sub>6</sub>).

Since 2005, the California legislature adopted several bills, and the Governor signed several Executive Orders, in response to the impacts related to global warming. Assembly Bill 32 states global warming poses a serious threat to California and directs the Air Resources Board to develop and adopt regulations that reduce GHG emissions to 1990 levels by the year 2020. Senate Bill 97 requires an assessment of projects GHG emissions as part of the CEQA process. SB 97 also required the *Office of Planning and Research* to develop guidelines to analyze GHG emissions.

The NSAQMD has not adopted thresholds of significance for GHG emissions. Due to the nature of global climate change, it is not anticipated that a single project would have a substantial impact on

global climate change. Although it is possible to estimate a project's emissions, it is not possible to determine whether or how an individual project's relatively small incremental contribution might translate into physical effects on the environment.

## IMPACTS

- a)&b) Calculating the Greenhouse Impacts on an individual project is difficult to qualify or quantify. The GHG emissions from the proposed project would not individually generate GHG emissions enough to measurably influence global climate change. However, change in occupancy from an office to an entertainment assembly use would result in changes of Vehicle Miles Traveled (VMT) resulting in changes in CO<sub>2</sub> and other greenhouse gas emissions due to vehicle miles traveled, energy use, and solid waste disposal.

According to the *Final Traffic Study prepared by Prism Engineering dated June 15, 2022*, the project will have significantly less vehicles in motion on less days, resulting in a major reduction in greenhouse gas emissions and VMT during the course of a year, and even on a monthly basis. The proposed project consisting of InConcert Sierra, Sierra Stages, and a Conference Center facility, will have operations taking place typically on different days. Coordination of schedules will need to take place. InConcert Sierra for instance, has an event once a month resulting in less VMT and Greenhouse Gases than an office use. **Table 1** provides the project and operational emission estimates:

**Table 1 - Project Construction and Operational Emissions Estimates**

	ROG (lbs/day)	NOx (lbs/day)	PM <sub>10</sub> (lbs/day)	CO (lbs/day)
Project Construction Impacts	49.96	39.96	28.35	21.62
Project Operational Impacts	1.158	.0392	2.980	.0329
Level A Thresholds				
NSAQMD- Significance Thresholds	<24 lbs/day	<24lbs/day	<79lbs/day	N/A
Level B Thresholds				
Maximum Project Emissions	24-136 lbs/day	24/136 lbs/day	79-136 lbs/day	N/A
Level C Thresholds				
Maximum Project Emissions	>136 lbs/day	>136 lbs/day	>136 lbs/day	N/A

As noted in the Air Quality Section of this Initial Study, the above impacts are within the acceptable level of impacts as viewed by the NSAQMD. In addition, the following project components and California Green Building Code requirements apply to the proposed assembly use project:

- Toilets and showers shall be low flow.
- All exterior lighting shall be high efficacy and be controlled by a manual on/off switch.
- All high efficacy light fixtures shall be certified as "high-efficacy" light fixtures by the California Energy Commission.

- The renovation shall be constructed in accordance with Title 24 Energy Standards.

The above CA Green Building Code requirements coupled with the analysis in the Air Quality Section of this Initial Study, assure that Greenhouse Gas impacts remain less than significant.

### VIII. HAZARDS AND HAZARDOUS MATERIALS –

Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Expose people or structures to a significant risk of loss, injury or death involving wild land fires, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### SETTING

Based upon a search of the *Nevada County's Environmental Health Department's* website, the proposed project site is not listed in any database of hazardous materials sites. Hazardous materials stored and used onsite and on surrounding properties would be associated with common construction and household chemicals used. However, these chemicals are purchased legally and do not constitute a health hazard.



The Grass Valley City Fire Department responds to all calls for emergency services within City limits that include, but are not limited to fires, emergency medical incidents, hazardous materials incidents, public assists, traffic and vehicle accidents and other situations. The City's closest fire station is located on Sierra College Drive, which is staffed 24 hours a day. This station is located just over  $\pm 3$  miles from the project site. In the Grass Valley area, industrial and commercial facilities that use, store, or dispose of hazardous materials present the greatest potential hazards. A search of available environmental records conducted indicates that the project site is not listed as a hazardous materials site and no listed sites occur within an ASTM standard distance radius.

## IMPACTS

a&b) The proposed project does not involve an activity that may create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. No impact will occur.

c&d) The proposed project does not involve an activity that will emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. No impact will occur.

The property is not listed on the City's Hazardous Waste Site or Nevada County's Contaminated Sites lists. In addition, staff conducted a record search on the *State's Geotracker*, *Envirostor* and *Department of Conservation websites* and found no evidence of abandoned mine or hazardous waste sites in the project vicinity. No impact will occur.

e) The project site is located approximately 1 mile (as the crow flies) from the Nevada County Airport. As required by the Public Utilities Code, the Airport Land Use Commission adopted the *Nevada County Airport Land Use Compatibility Plan*. The compatibility plan's purpose is to promote compatibility between the airport and surrounding land uses with respect to height (e.g. height of structures), safety (e.g. number of persons per acre), and noise (e.g. noise sensitive land uses). According to the Nevada County Airport Land Use Compatibility Plan, the project site is located in Land Use Compatibility Zone D of the area of influence.

On August 23, 2022, the Executive Director of the Nevada County Airport Land Use Commission (NCALUC) provided correspondence indicating that:

"After reviewing the project details and the proposed number of event attendee and employees on site, I find that the proposed project does not contain characteristics likely to result in inconsistencies with the compatibility criteria set forth in the Nevada County Airport Land Use Compatibility Plan and give approval of the project on behalf of NCALUC." (**Exhibit H** - *Nevada County Airport Land Use Commission Correspondence dated August 23, 2022*).

f&g) The project will not impair implementation of or physically interfere with an emergency response plan or emergency evacuation plan. No impact will occur.

The Grass Valley region has a generally high potential for wildland fires of devastating intensity. This is due to the presence, particularly in less urban settings, of heavier timber, woodland and brush, the occurrence of steep slopes, dry weather conditions and human activity. Generally vegetative areas over 8% slope are considered as fire hazardous (*City of Grass Valley GP*). Existing City standards for the development provide adequate access, fire flows, and other facilities to maintain an appropriate level of fire protection. Specifically, the project is required to comply with the *California Building Code* and *California Fire Code*. Based upon these standards, the project is not anticipated to expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fire. This impact is less than significant.

## IX. HYDROLOGY AND WATER QUALITY –

Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Result in substantial erosion or siltation on or off site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? or,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv. Impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**IX. HYDROLOGY AND WATER QUALITY –**

- e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Potentially  
Significant  
Impact☐Less Than  
Significant  
With  
Mitigation  
Incorporation☐Less Than  
Significant  
Impact☐

No Impact

☒**SETTING**

The property is in the Whispering Pines Specific Plan area. The immediate area is built out with business park and similar type uses in accordance with the Whispering Pines Specific Plan.

The properties are located in Flood Zone X (Areas determined to be outside the 500-year flood plain) according to the *Flood Insurance Rate Map for the County of Nevada, Map No. 06057C0650E dated February 3, 2010*.

**IMPACTS**

- a) Except for an increase in the height of the building, no additional square footage is proposed with the project. All existing infrastructure has been constructed with limited onsite improvements being required such as accessible ADA improvements. According, the project will not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. No impact will occur.
- b) Treated water is available and provided by Nevada Irrigation District (NID). The project will not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of NID services. This impact is less than significant.
- c) The project will not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would result in substantial erosion or siltation on or off site.

The project will not substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off site. The project will not impede or redirect flood flows. No impact will occur.

- d) The developed portion of the property is not within an area of the 100-year flood plain according to FEMA Map panel number 06057C0650E dated February 3, 2010.

The project will not expose people or structures to a significant risk of loss and is not subject to inundation by seiche, tsunami, or mudflow. No impact will occur.

- e) The project will not contribute additional storm water into the existing drainage improvements constructed on the project site. No impact will occur.

## X. LAND USE AND PLANNING --

Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## SETTING

The City of Grass Valley 2020 General Plan Land Use Map (updated February 2007) identifies the property and area within the Whispering Pines Specific Plan Area. The Whispering Pines Specific Plan and SP - 1A designates the property for Business Park and similar compatible uses.

## IMPACTS

- a) The project site is surrounded by urban development consisting of professional offices and business park type uses. The project is surrounded by existing development and will not physically divide an established community. No impact will occur.
- b) Multiple Whispering Pines Specific Plan and 2020 General Plan policies, goals and objectives support mixed-use development, infill development and additional recreational opportunity/facilities in the City, including, but not limited to:

- 7-LUG** Create a healthy economic base for the community, including increasing employment opportunities through attraction of new and compatible industry and commerce, and through retention, promotion, and expansion of existing businesses.
- 18-LUO** Creation and retention of wealth in Grass Valley.
- 19-LUO** Employment opportunities for present and future residents.
- 20-LUO** An expanding local tax base.
- 24-LUO** Creation of an economy conducive to quality growth and development.
- 18-CDP** Endeavor to locate new entertainment and retail facilities in the Downtown area through redevelopment, public/private partnerships and other development tools.

Development of the property will not divide an established community or conflict with any applicable land use plan, policy or regulation. No impact will occur.

**XI. MINERAL RESOURCES –**

Would the project:

- |   | Potentially<br>Significant<br>Impact | Less Than<br>Significant<br>With<br>Mitigation<br>Incorporation | Less Than<br>Significant<br>Impact | No Impact                           |
|---|--------------------------------------|---|------------------------------------|-------------------------------------|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?                                | <input type="checkbox"/>             | <input type="checkbox"/>  | <input type="checkbox"/>           | <input checked="" type="checkbox"/> |
| b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | <input type="checkbox"/>             | <input type="checkbox"/>  | <input type="checkbox"/>           | <input checked="" type="checkbox"/> |

**SETTING**

The City of Grass Valley adopted a *General Plan Mineral Management Element (MME)* on August 24, 1993. The MME contains four resource areas defined as: MRZ – 1 through MRZ – 4. The designations are described as follows:

MRZ – 1: Areas where adequate information indicates that no significant mineral deposits are present.

MRZ – 2: Areas where adequate information indicates that significant mineral deposits are present or where it is judged that there is a high likelihood for their presence.

MRZ – 3: Areas containing mineral deposits, the significance of which cannot be evaluated from available data.

MRZ – 4: Areas where available information is inadequate for assignment to any other MRZ zone.

**IMPACTS**

- a)&b) The *General Plan Mineral Management Element* does show the site as being near an area classified as having significant mineral deposits. The project properties are located near one of the two areas identified in the *Mineral Management Element (MME)* as being targeted for mining conservation. However, should mining activities be proposed in the area, the MME includes a policy statement that requires a proposed mine project to address potential impacts on the urban uses based upon the nature of the mining activities. According to the MME, the proposed project is not anticipated to result in the loss of availability of a known mineral resource or locally known minimal resource. No impact will occur.

**XII. NOISE—**

Would the project:

- |   | Potentially<br>Significant<br>Impact | Less Than<br>Significant<br>With<br>Mitigation<br>Incorporation | Less Than<br>Significant<br>Impact  | No Impact                |
|---|--------------------------------------|---|-------------------------------------|--------------------------|
| a) Generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of | <input type="checkbox"/>             | <input type="checkbox"/>  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |



**XII. NOISE—**

standards established in the local general plan or noise ordinance, or as applicable standards of other agencies?

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
b) Generate excessive ground borne vibration or ground borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

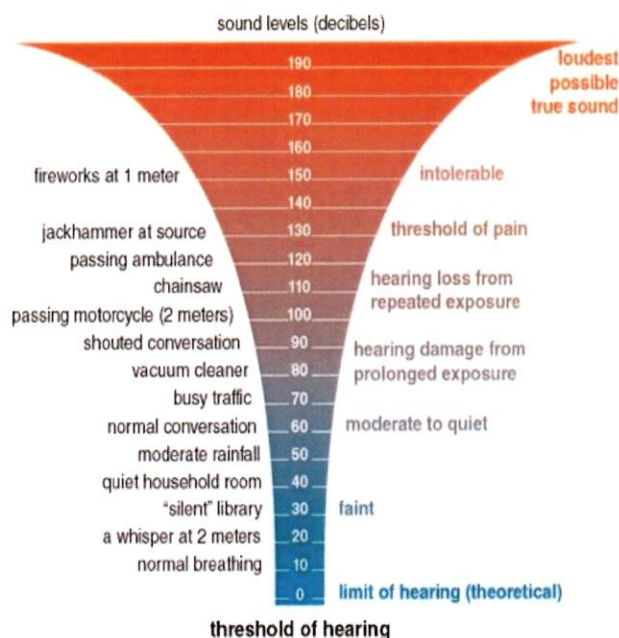
**SETTING**

The project is located within an existing relatively noise free business park with office and similar uses. Due to the proximity of the Nevada County Airport, periodic airplane overflight noise is the sole noise source in the project vicinity.

Noise is generally defined as loud, unpleasant, unexpected, or undesired sound that disrupts or interferes with normal human activities. Although exposure to high noise levels over an extended period has been demonstrated to cause hearing loss, the principal response to noise is annoyance.

Sound intensity is measured in decibels (dB) using a logarithmic scale. For example, a sound level of 0 dB is approximately the threshold of human hearing, while normal speech has a sound level of approximately 60 dB. Sound levels of approximately 120 dB become uncomfortable sounds.

Two composite noise descriptors are in common use today: L<sub>dn</sub> and C<sub>NEL</sub>. The L<sub>dn</sub> (Day-Night Average Level) is based upon the average hourly noise level over a 24-hour day, with a +10-decibel weighting applied to nighttime (10:00 p.m. to 7:00 a.m.) noise values. The nighttime penalty is based upon the assumption that people react to nighttime noise exposures as though they were subjectively twice as loud as daytime exposures.





The CNEL (Community Noise Equivalent Level), like  $L_{dn}$ , is based upon the weighted average hourly noise over a 24-hour day, except that an additional +4.77 decibel penalty is applied to evening (7:00 p.m. to 10:00 p.m.) hours. The CNEL was developed for the California Airport Noise Regulations and is normally applied to airport/aircraft noise assessments. The  $L_{dn}$  descriptor is a simplification of the CNEL concept, but the two will usually agree, for a given situation, within 1dB. Like the noise levels, these descriptors are also averaged and tend to disguise short-term variations in the noise environment. Because they presume increased evening or nighttime sensitivity, these descriptors are best applied as critical for land uses where nighttime noise exposures are critical to the acceptability of the noise environment, such as residential developments.

According to the State's General Plan Guidelines and City General Plan Noise Element, noises which are generally less than 65 dB CNEL are normally acceptable for outdoor low-density residential uses and 45 dB for the interior considering that any building impacted would be of normal conventional construction without any special noise insulation requirements. Standard construction reduces decibels by another  $\pm 30$  dB (Acoustical and Thermal Performance of Exterior Residential Walls, Doors and Windows, National Bureau of Standards).

## IMPACTS

- a) During initial tenant improvement building construction, an increase in ambient noise levels is anticipated to occur. Noise levels would vary depending on the type of equipment used, how it is operated, and how well it is maintained.

Noise exposure at any single point outside the project work area would also vary depending upon the proximity of equipment activities to that point. The property lines of the nearest existing residential uses are located approximately 300 feet away from where the construction activities would occur on the project site.

In accordance with the City's Municipal Code, construction activities will be temporary in nature and will occur between normal working hours of 7:00 a.m. to 6:00 p.m. Monday through Friday and not at all on Sunday and legal holidays.

Considering the distance to sensitive receptors and the type of equipment used for the project, it is not anticipated that construction noise will exceed  $\pm 65$  dB, during the working hours from 7:00 a.m. to 7:00 p.m. This potential impact is less than significant.

Occupancy noise generated from the proposed project includes, but is not limited to, vehicle engine noise, car door noise, and normal conversation. These noise sources are anticipated to occur in the parking lot approximately  $\pm 200$  feet from the nearest adjoining residential uses. Noise levels associated with these noise sources are projected at  $\pm 60$  dB based upon noise generation rates and may be increased with a +10-decibel weighting applied to nighttime (10:00 p.m. to 7:00 a.m.) noise values. However, these noise sources can generally be reduced approximately 6 dB at distances of 100 feet. At 200 feet the reduction is estimated at 12 dB.

With standard residential construction materials and methods, noise estimates may be reduced another  $\pm 30$  dB resulting in noise sources of  $\pm 28$  dB. Equivalent noise sources between 20 - 40 dB are akin to the sound of "a whisper at 2 meters", "a silent library" or "quiet household room." It should be noted that these noise sources are existing, intermittent and short term. These impacts are less than significant according to the State's General Plan Guidelines and City General Plan Noise Element thresholds.

- b) The project will not generate excessive ground borne vibration or ground borne noise levels. No impact will occur.
- c) The project is located within two miles of the Nevada County Airport; however, due to the acoustical tenant improvements associated with the assembly/music use, the project will not expose people residing or working in the project area to excessive noise levels. No impact will occur.

### XIII. POPULATION AND HOUSING –

Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### SETTING

The project relocates existing entertainment businesses within an existing 41,600 square foot building with an established developed area. No new facilities are proposed with the project.

### IMPACTS

- a) The project will not induce substantial unplanned population growth in the area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure). No impact will occur.
- b) The project will not displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere. No impact will occur.

**XIV. PUBLIC SERVICES —**

Would the project:

- a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**SETTING**

The proposed project area is within the City of Grass Valley and is served by the following public services:

*Fire Protection:* The City of Grass Valley Fire Department provides fire protection and emergency medical services within the City. The Ophir Hill Fire Protection District serves lands east of the City limits, and the Nevada County Consolidated Fire District (NCCFD) serves the area generally north, west, and south of the City limits.

The Fire Department is part of the tri-agency Joint Operating Agreement that includes the Nevada City Fire Department and NCCFD. The Fire Department has three locations: Fire Station #1 (474 Brighton Street), Fire Station #2 (213 Sierra College Drive), and administrative offices at City Hall (125 East Main Street). Equipment includes three front line engines, one reserve engine, one Office of Emergency Services (OES) engine, a ladder truck, one air support unit, and five staff vehicles.

*Police Protection:* The Department currently employs 27 FTE sworn members and 3 FTE civilian staff. Based upon Grass Valley's population of 13,041 the department's ratio of police officers per 1,000 residents is 2.1.

*Schools:* Throughout Grass Valley, the Grass Valley School District serves K-5 students and the Nevada Joint Union School District serves students in grades 9 – 12. In addition, through inter-

district contracts (which can be retracted), 467 students from Grass Valley currently attend schools in other school districts.

**Parks:** The Grass Valley public parks and recreation system is comprised of approximately 108 acres of City Park lands, including seven developed parks (Dow Alexander, Elizabeth Daniels, Glenn Jones, Minnie, Memorial, DeVere Mautino, and Condon and one underdeveloped park Morgan Ranch) within the City limits.

## IMPACTS

- a) The project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of City's public services. These impacts are considered less than significant.

## XV. RECREATION –

Would the project:

- |  | Potentially<br>Significant<br>Impact | Less Than<br>Significant<br>With<br>Mitigation<br>Incorporation | Less Than<br>Significant<br>Impact | No Impact                           |
|--|--------------------------------------|---|------------------------------------|-------------------------------------|
| a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/>             | <input type="checkbox"/>  | <input type="checkbox"/>           | <input checked="" type="checkbox"/> |
| b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might, have an adverse physical effect on the environment?                       | <input type="checkbox"/>             | <input type="checkbox"/>  | <input type="checkbox"/>           | <input checked="" type="checkbox"/> |

## SETTING

The City owns and maintains eight park/recreation facilities. These include three parks currently classified as "community parks": Condon Park, Mautino Park, and Memorial Park. One of the eight parks, Morgan Ranch, is still undeveloped. In addition, the City contracts with Nevada County Historical Society to operate the Pelton Wheel Mining Museum/Glen Jones Park. An inventory of City owned/operated parks and recreation facilities include: Memorial Park, 8.4 acres; Condon Park, 80 acres; Pelton Wheel Mining Museum/Glen Jones Park, 1.7 acres; Brighton Street Park (Minnie Street), 1.6 acres; Elizabeth Daniels Park, 0.3 acres; Dow Alexander Park, 0.5 acres; Morgan Ranch Park, 4.08 acres; and Mautino Park, 12.5 acres.

Additional park/recreational facilities within the City of Grass Valley but owned and maintained by entities other than the City are: Nevada County Country Club, 58 acres; Sierra College fields, 7.95 acres; Hennessy School, 3 acres.

The City's Quimby Act park ratio is five acres per 1,000 residents. The City has a park/population ratio of thirteen acres per 1,000 persons.

## IMPACTS

- a)&b) The project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. No impact will occur.

The project does not include recreational facilities or require the construction or expansion of recreational facilities which might, have an adverse physical effect on the environment. No impact will occur.

## XVI. TRANSPORTATION/TRAFFIC –

Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## SETTING

As of July 1, 2020, Senate Bill 743 went into effect. SB 743 is now the appropriate metric for assessing transportation impacts in accordance with CEQA. SB 743 was codified in *Public Resources Code Section 21099* and required changes to the CEQA Guidelines. Pursuant to Section 21099, the criteria for determining the significance of transportation impacts must promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses. To that end, the *Office of Planning and Research (OPR)* proposed, and the *California Natural Resource Agency* certified and adopted, changes in the CEQA Guidelines that identify Vehicle Miles Traveled (VMT) as the most appropriate metric to evaluate a project's transportation impacts.

Consequently, the past practice of automobile delay, as measured by "Level of Service" and other similar metrics, generally no longer constitutes a significant environmental effect under CEQA.

However, Level of Service (LOS) is still evaluated for General Plan consistency and the imposition of Traffic Impact Fees to fund the City's Capital Improvement Program.

*A Traffic Study has been prepared by Prism Engineering dated April 28, 2022, for the InConcert Sierra Project. The objective of the Traffic Study is to investigate and analyze the potential for Vehicle Miles Traveled (VMT) impacts relating to the proposed venue location change of two existing performing arts businesses located in the greater Grass Valley/Nevada City area. The analysis of the traffic study is the proposed specific new location for these two existing performing arts businesses known as InConcert Sierra, and Sierra Stages, which are both currently in service at different smaller venue facilities in Grass Valley and Nevada City.*

What is unique about the Traffic Study is that for the most part, the InConcert Sierra and Sierra Stages business traffic is already extant on the roadways but is going to two different venue locations. This collaborative project of combining the venue locations will cause all business traffic to relocate to the new location proposed at 125 Crown Point Court. This will change existing travel patterns towards the proposed facility where all concerts will be hosted, theatre performances will take place, as well as all contain onsite all office facilities relating to these performing arts businesses.

The questions to be answered within the Traffic Study are: "what impact, if any, will the relocation of these two existing performing arts businesses to a single location have on air quality and Vehicle Miles Traveled (VMT), as well as any potential impact to the traffic operations on local roadways?"

The Traffic Study addresses these questions and provides a qualitative and creative methodology to determining whether VMT is expected to increase or decrease once the proposed changes to venue location are realized. Technically, the regional traffic model which calculates VMT is not sensitive enough to properly detect such a change in VMT for small projects based on only on relocation, and especially since the project traffic already exists in two places in Nevada County. Another reason is that the current customer base for these two businesses is known and specific to zip code, a factor not available in the traffic model. This zip code factor is known through yearly ticket sales, and is the primary factor used in the traffic study to most appropriately determine how vehicle distance totals (VMT) in travel to and from the proposed site would differ if changed from the existing sites. In theory, VMT could only have an increase if drivers to these existing venues will end up traveling even farther distances to get to the new proposed location. The traffic study addresses, in a qualitative and quantitative analysis, the estimated change to existing VMT (plus or minus). In addition, the analysis also juxtaposed the proposed project VMT and traffic operations with the existing zoning at 125 Crown Point Court and the previous tenant use (The Grass Valley Group Business Park Use).

- a) The project will not conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities. However, on-site parking is deficient for larger events.

The project site includes 204 parking spaces including 6 accessible ADA parking spaces resulting in a parking ratio of 1 parking space per 203 sq. ft. of building floor area. No additional on-site parking spaces are planned.



As noted in the project description, the proposed 520-seat 9,500 square foot Concert Hall section of the building will be utilized for acoustical (normally un-amplified) chamber, orchestral, choral, and theatrical performances. A sold-out orchestral performance with choir would result in a total occupancy of up to 670 persons.

The proposed 125 seat 2,500 square foot "Black Box" theater would provide a flexible configurable space for various theater and smaller musical performances. With a state crew performance ensemble, maximum total occupancy would be 175 persons.

The proposed 3,000 square foot Conference Center could be configured in a variety of ways, including use of smaller conference rooms could reach a maximum occupancy of 350 persons.

Regular occupancy by employees of non-profit organizations for office space and building operations will not exceed 30 employees.

It is expected that on rare occasions, two of these uses could occur simultaneously, but all three uses would not occur simultaneously. ~~As such, if the Concert Hall and Conference Center were to be conducted at the same time, up to 1,050 persons could occupy the site. A full capacity Concert of 670 would preclude the use of other venues for separate events. If two uses occur simultaneously, they would not exceed 670 occupants in total. Typical occupancy of the Concert Hall is estimated to be 350; Conference Center is estimated to be typically 200; and, Black Box is estimated to be 75. In accordance with Table 3-3 of the City's Development Code, the City's Parking Standard for Theaters, auditoriums, and places of assembly is 1 space for each 4 seats or 1 space for each 100 sf. of assembly area, whichever would yield more spaces. For the project, the 1 parking space per 4 seats yields more parking spaces. Based upon the number of seats as outlined above, the number of parking spaces required is 249 parking spaces. Using the City's Development Code Table 3-3 Parking Standards, the site is therefore deficient by 45 parking spaces. However, the Traffic Study prepared for the project utilizes historic ticket sales to project Vehicle Miles Traveled. These tickets sales were converted into number of vehicles by zip code using a 2.6 vehicle occupancy rate. Even if a more conservative estimate of attendees doubled up for each vehicle, this would amount to 335 ( $670/2=335$ ) 525 vehicles or 324 131 on-site parking spaces short of the projected vehicle parking estimates. This shortage in parking is at issue with the City's Development Code parking standard, however, the applicant has indicated that negotiated parking agreements with adjoining property owners will provide additional off-street parking in adjacent property parking lots during evening and weekend operations as required to accommodate larger attended events. The lack of on-site parking may present a significant parking impact. However, the following mitigation measure would reduce this potential impacts to a less than significant level:~~

**TRANS 1 - Mitigation Measure:**

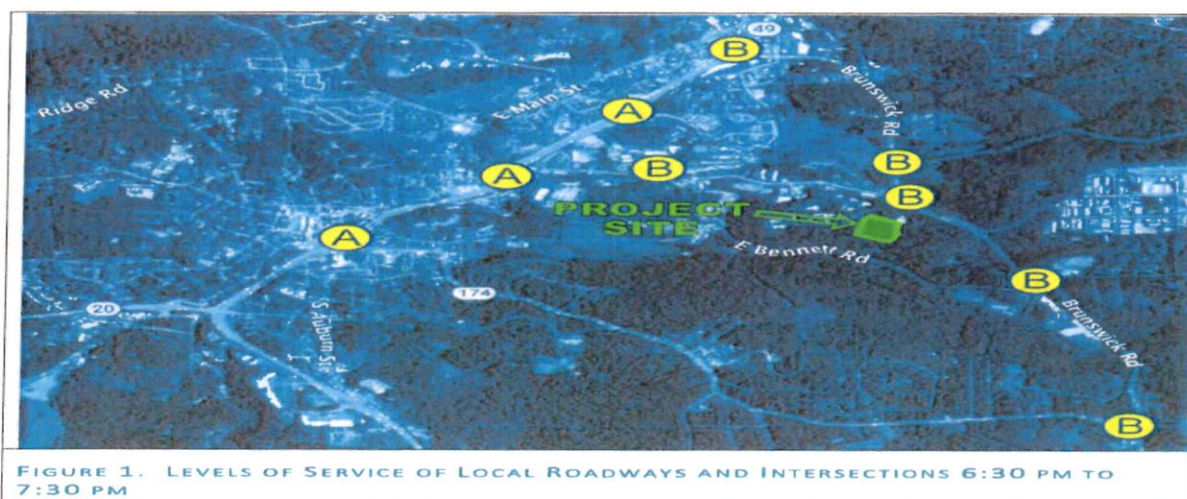
~~Prior to the first event in which two uses are occurring at the same time, requiring in excess of 204 parking spaces, Prior to the issuance of a building permit, the applicant shall submit off-site parking agreements for review and approval that satisfy the event attendance in accordance with Section~~

*17.36.080 et. seq. of the City's Development Code. The final parking agreements shall be for a duration that is commensurate with the event and shall be to the satisfaction of the Community Development Director and City Engineer.*

- b) CEQA Section 15064.3 establishes a Vehicle Miles Traveled (VMT) threshold for land use projects. Section 15064.3 notes that generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high-quality transit corridor should be presumed to cause a less than significant transportation impact according to the *CEQA Guidelines*. Moreover, projects that decrease vehicle miles traveled in the project area compared to existing conditions should also be presumed to have a less than significant transportation impact.

Two methods were used to calculate VMT for the existing uses and the proposed project: A Zip Code method that looked at literal distances traveled based on ticket sales, and a typical Trip Generation calculation method using assumptions for average trip lengths by land use.

**Existing Conditions and Traffic Constraints for Local Intersections and Roadways** - The existing traffic conditions were obtained from a recent traffic study in the area (*Traffic Impact Analysis for the Idaho Maryland Mine Project, Nevada County prepared by KD Anderson dated March 24, 2020*) and the appropriate weekday evening times were selected as relevant for this performing arts project. Specifically, the time-of-day scenario selected was the 6:30 to 7:30 p.m. scenario, and the results of this data show that LOS A and LOS B conditions were the typical conditions of traffic during this evening time period. **Figure 1** shows these values on a map at various intersection locations. It can be seen that LOS B conditions surround the project site on Idaho Maryland Road, Whispering Pines Road and Brunswick Road. **Table 1**, Level of Service (LOS) definitions, shows the meaning of what LOS A versus LOS B means, and all other values through LOS F. The City of Grass Valley identifies LOS D or better as the acceptable Level of Service at intersections and roadways in community regions, so with all local intersections in the region operating at LOS B conditions, this means that traffic conditions are two levels better than the acceptable LOS D.



TRAFFIC IMPACT ANALYSIS FOR THE IDAHO-MARYLAND MINE PROJECT, Nevada County, CA, Prepared by KDAnderson & Assoc. March 24, 2020



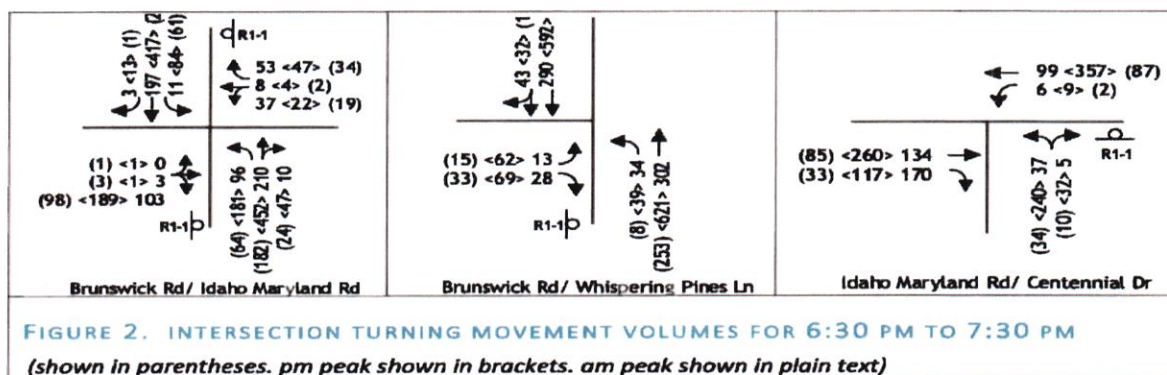
The LOS shown in yellow circles in **Figure 1** (LOS A and LOS B at all intersections) indicate that there is no evening congestion in the study area; average delay in between 10 and 20 seconds (as shown in **Table 1**).

The time of analysis as stated before, is 6:30 p.m. to 7:30 p.m., which generally coincides with the time of arrival for evening performing arts events and shows. This intersection turning movement data is shown for key intersections in the following **Figure 2**. These volumes yield LOS A and LOS B conditions as depicted in **Figure 1**.

**TABLE 1. LEVEL OF SERVICE (LOS) DEFINITIONS**

LOS	Signalized Intersection	Unsignalized Intersection
<b>A</b>	Uncongested, all queues clear in a single-signal cycle. Delay < 10.0 sec	Little or no delay. Delay < 10 sec/veh
<b>B</b>	Uncongested operations, all queues clear in a single cycle. Delay > 10.0 sec and < 20.0 sec	Short traffic delays. Delay > 10 sec/veh and < 15 sec/veh
<b>C</b>	Light congestion, occasional backups on critical approaches. Delay > 20.0 sec and < 35.0 sec	Average traffic delays. Delay > 15 sec/veh and < 25 sec/veh
<b>D</b>	Significant congestion. Cars wait more than one cycle. No long queues. Delay is 35.0 - 55.0 sec	Long traffic delays. Delay > 25 sec/veh and < 35 sec/veh
<b>E</b>	Severe congestion, long queues...may block nearby intersections. Delay > 55.0 sec and < 80.0 sec	Very long traffic delays, failure, extreme congestion. Delay > 35 sec/veh and < 50 sec/veh
<b>F</b>	Total breakdown, stop-and-go operation. Delay > 80.0 sec	Intersection blocked by external causes. Delay > 50 sec/veh

Sources: Highway Capacity Manual, 6th Edition Transportation Research Board, 2016. Sec/veh – seconds per vehicle

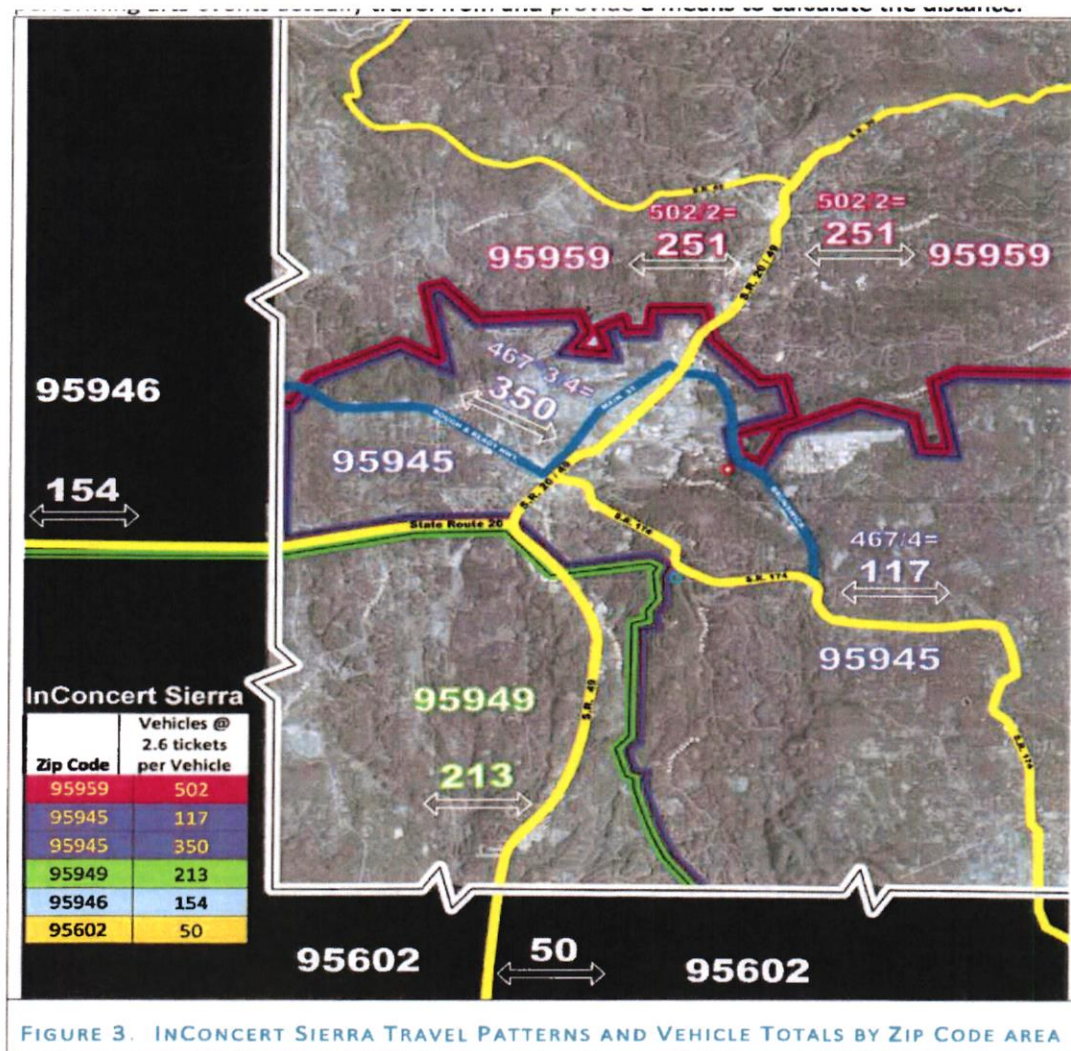


It can be seen from **Figure 2** that the hourly volumes shown for the 6:30 p.m. to 7:30 p.m. time period (shown in parenthesis) is about 25% of those shown for the more congested p.m. peak hour from 3:30 p.m. to 4:30 p.m. What this means is that traffic for the evening time period coinciding with the proposed project traffic would be about one-fourth (1/4) of that just three hours earlier. In other words, the project will not cause any significant traffic operations impact. Even the worst-case assignment of traffic all out Idaho Maryland Road towards the freeway would result in traffic volumes that are still less than the worst 3:30 p.m. to 4:30 p.m. peak. Since there are multiple pathways the existing plus proposed project volumes at all intersections will be at approximately 50% of the 3:30 p.m. to 4:30 p.m. totals.

**Existing Performing Arts Business Travel Patterns and VMT Totals by Zip Code Method**  
– Ticket sales for InConcert Sierra monthly events were utilized for this analysis because the data also included a zip code category in the database sales. A zip code map of Nevada



County was utilized to graphically document the geographical locations where customers/patrons of the performing arts events actually travel from and provide a means to calculate the distance.



The combination of distance code centroid or concentration area of homes, and ticket sales, can be multiplied/calculated to yield vehicle miles traveled, or VMT. **Figures 3** and **Figure 4** show the vehicle totals by zip code in the study area for the InConcert Sierra venue (located at the Seventh Day Adventist Church located at 12889 Osbourne Road, Grass Valley). These maps and vehicle totals were utilized, along the Google Maps tool to ultimately determine the trip length for both existing and proposed locations.

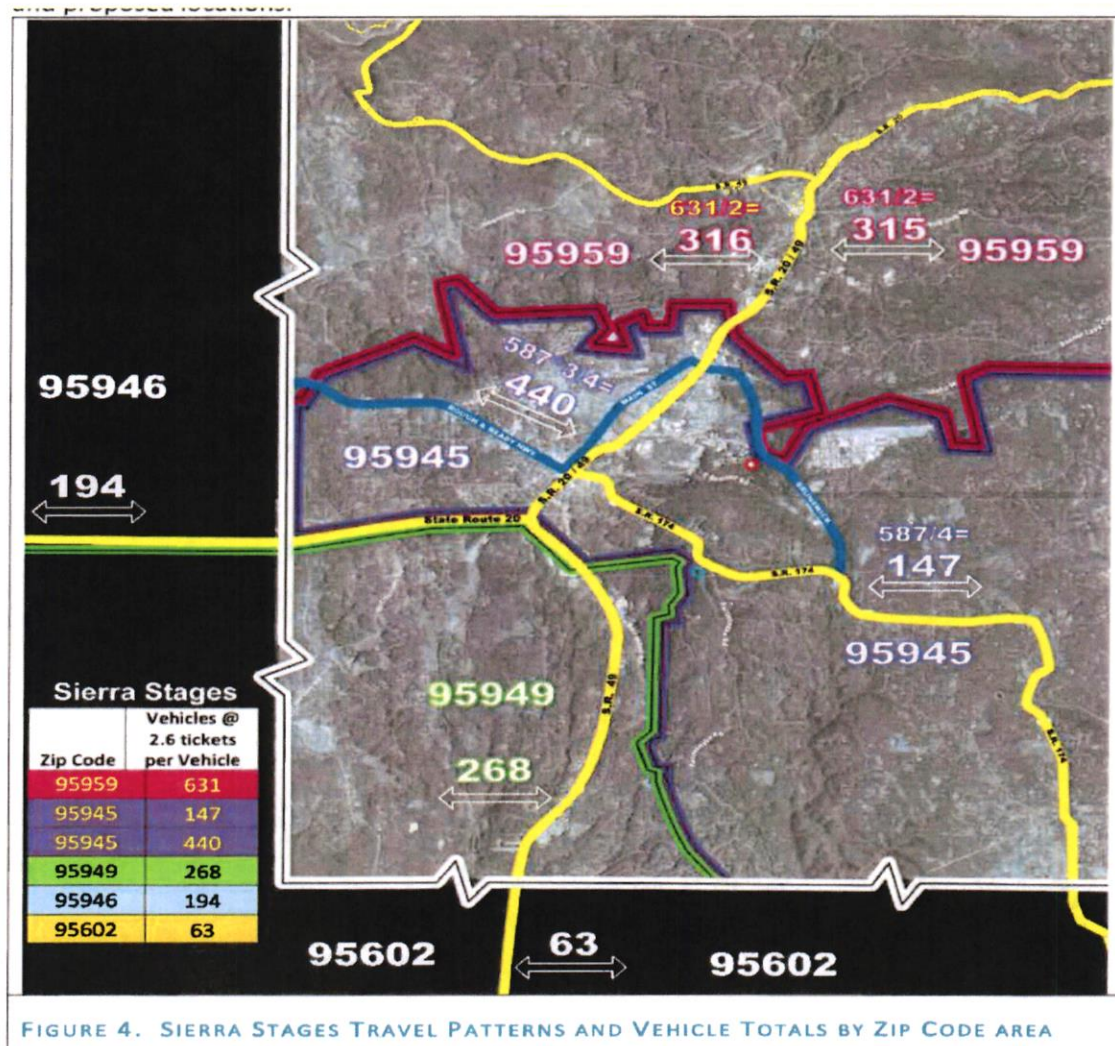
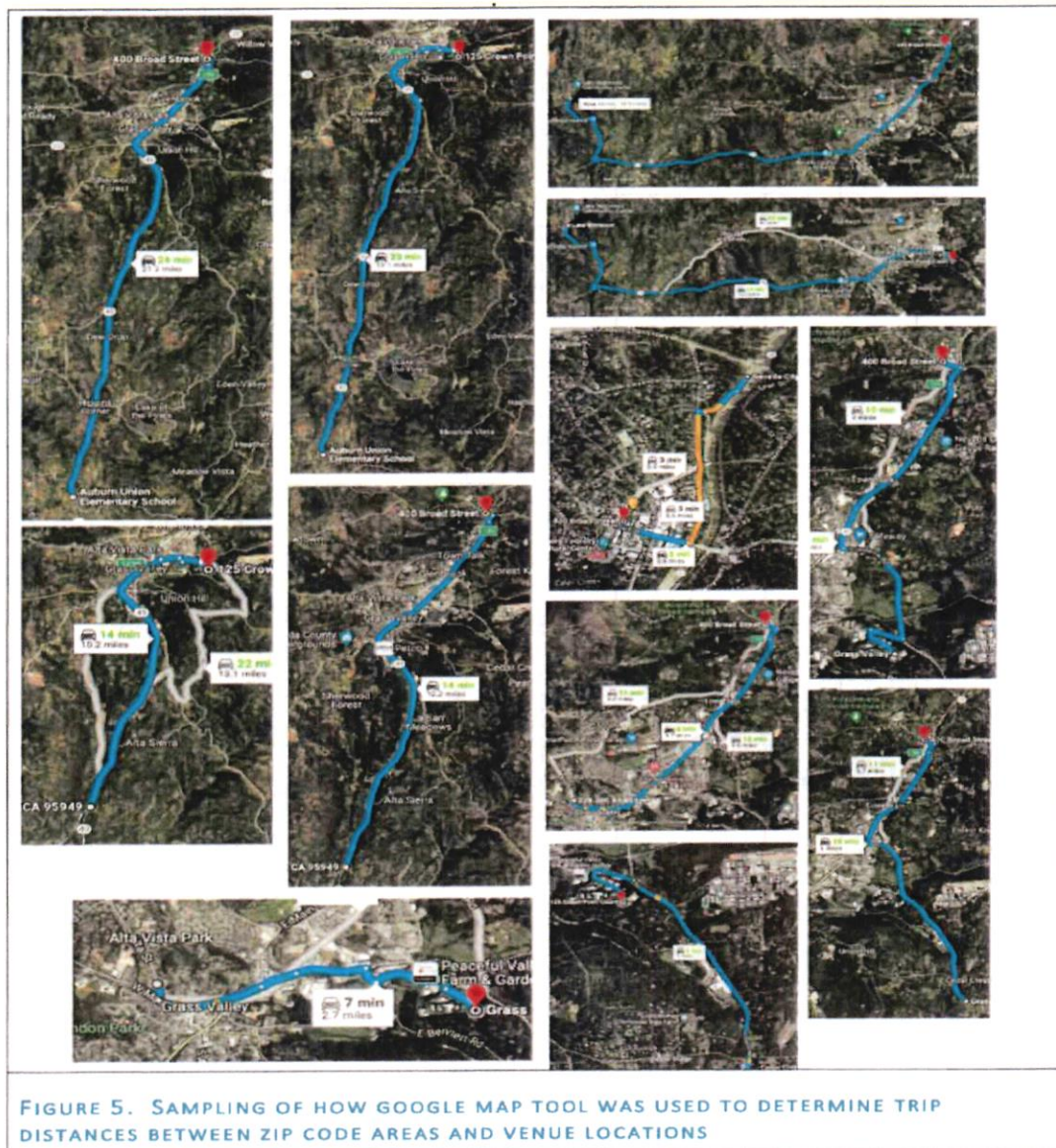


Figure 5 shows how the Google Maps distance measure tool from point to point was used to determine the distance to each one of the existing and proposed performing arts business locations from the centroid of the various zip code areas associated with ticket sales.





All distances between zip code centroids or where the density of residential development exists were measured to and from each of the existing and proposed performing arts venue locations (125 Crown Point Court, 400 Broad Street and 12889 Osborn Road). This trip length data by zip code to and from venues were compiled into "Table 2 – VMT Calculations: which follows:



**TABLE 2. VMT CALCULATIONS. DISTANCE FROM ZIP CODE CENTROID TO PERFORMING ARTS VENUE LOCATIONS (OLD AND NEW).**

VENUE	ZIP CODE	YEARLY TICKET SALES	Yearly Number of VEHICLES*	Miles from Venue to ZIP Code Centroid		YEARLY**		MONTHLY**		DAILY VMT		
						VMT Estimate from ZIP Code Centroids		VMT Estimate from ZIP Code Centroids		Existing DAILY # of CARS	VMT Estimate from ZIP Code Centroids	
				OLD	NEW	OLD	NEW	OLD	NEW		OLD	NEW
InConcert Sierra	95959	1305	502	5.8	4.3	5823	4317	485	360	42	485	360
	95959 east	304	117	2.1	3.0	490	701	41	58	10	41	58
	95945 west	911	350	3.4	2.7	2362	1891	198	158	29	198	158
	95949	553	213	9.7	10.2	4132	4345	344	362	18	344	362
	95946	401	154	12.2	13.3	3912	4096	326	341	13	326	341
	95602	130	50	19.3	19.2	1930	1920	161	160	4	161	160
	OTHER	852	328	25	25	16400	16400	1367	1367	27	1367	1367
		4455	1714									
		TOTALS>		78.0	77.7	35069	33671	2922	2806	143	2922	2806
		WEIGHTED AVERAGE TRIP LENGTH>>		10.2	9.8					typical daily VMT		

\*assuming 2.6 passengers per vehicle

\*\*These are intermediate calculations and are for a yearly and monthly total, and do not represent the typical DAILY VMT values shown in last column

VENUE	ZIP CODE	YEARLY TICKET SALES	Yearly Number of VEHICLES*	Miles from Venue to ZIP Code Centroid		YEARLY**		MONTHLY**		DAILY VMT		
						VMT Estimate from ZIP Code Centroids		VMT Estimate from ZIP Code Centroids		Existing DAILY # of CARS	VMT Estimate from ZIP Code Centroids	
				OLD	NEW	OLD	NEW	OLD	NEW		OLD	NEW
Sierra Stages	95959	1641	631	0.5	4.3	811	5428	158	1357	7	53	452
	95945 east	382	147	6.0	3.0	1761	881	440	220	5	147	73
	95945 west	1145	440	4.7	2.7	4139	2378	1035	594	2	345	198
	95949	695	268	12.2	10.2	8534	5463	1634	1366	11	545	455
	95946	504	194	15.3	13.3	5925	5150	1481	1288	60	494	429
	95602	163	63	21.3	19.2	2878	2414	669	603	0	223	201
	OTHER	1071	412	25	23	20600	18952	5150	4738	0	1717	1579
		5601	2155									
		TOTALS>		85.0	78.7	42268	40665	10587	10166	86	3522	3389
		WEIGHTED AVERAGE TRIP LENGTH>>		9.8	9.4					typical daily VMT		

\*assuming 2.6 passengers per vehicle

\*\*These are intermediate calculations and are for a yearly and monthly total, and do not represent the typical DAILY VMT values shown in last column

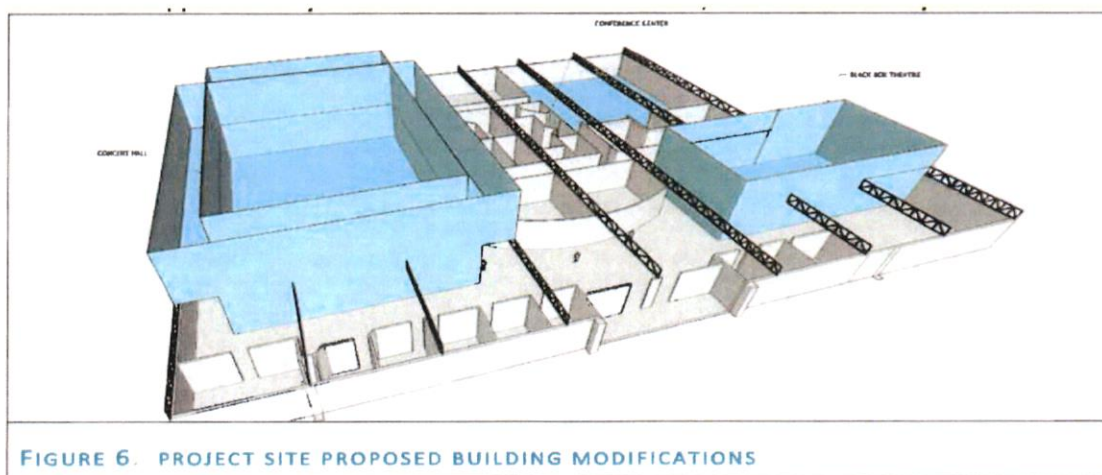
PERFORMING ARTS BUSINESS TOTALS>>				163.0	153.4	77389	74336	13490	12972		6445	6195
WEIGHTED AVERAGE TRIP LENGTH>>				10.0	9.6							

worst case VMT, if  
both events happen on  
same day (not likely)  
due to parking  
conflicts

Table 2 shows the final ticket, vehicle, and VMT totals for both the InConcert Sierra business and the Sierra Stages business. It should be noted that the ticket sales totals compiled were for yearly sales totals for the Year 2019 before the Covid shutdowns. These tickets were converted into number of vehicles by zip code using a 2.6 vehicle occupancy rate, and then the yearly VMT totals were calculated by zip code for each business. The subsequent columns show how these yearly VMT totals were converted into monthly VMT totals and finally into the analysis relevant daily VMT totals as shown. The conversion factor for InConcert Sierra to determine a daily VMT was knowing that they have one concert per month today, and that also becomes the worst-case daily VMT total since all of these venue trips took place on the same day/evening. The Sierra Stages business has between 36 and 45 events per year (three shows with 12-15 performances for each per year), and so to be conservative, 3 events per month were assumed as the worst-case situation that would yield the highest VMT calculation for a single day (last columns). The InConcert Sierra venue has a value of 2,992 daily VMT on the day of the concert, and with the new location this drops to 2,806, an improvement. The Sierra Stages daily high VMT is 3,522 and

decreases to 3,389 with the change of location. Overall, VMT for the combined events goes from 6,445 to 6,195, a drop in VMT with the project. It should be noted that it is not likely that InConcert Sierra and Sierra Stages would have a performance on the same night, unless overflow parking was arranged in advance.

**Other Project Traffic** - There are other trips taking place to and from the existing venues and the proposed location at 125 Crown Point Court, such as employee trip, deliveries, etc. However, the number of vehicle trips related to employee trips are small, and these employee related trips would not be taking place at the same time as the venue patron traffic but would be more during the daytime work shift (8 a.m. to 5 p.m.). There are also rehearsal related traffic volumes which could add up to as many as 70 choir members, but this will not take place on the same day or time as a monthly concert. In addition, there are board meetings up to 10 persons, 10 times a month for 10 months out of the year (a total of 100 meetings during normal workday hours). These trips represent traffic for up to about 25 additional vehicle trips which is not a significant factor when compared to the total for the musical concerts or theater events. On a daily VMT basis however, this will add approximately 500 additional VMT to the totals, which is still over conservative.



**Proposed Performing Arts Businesses Vehicle and VMT Totals by Trip Generation Method** - VMT in this methodology was calculated using an ITE Trip Generation Rate for the existing facility (that used to be the Grass Valley Group) and the Business Park Category (770) was used based on 41,600 square feet of building space. The proposed performing arts facilities in the same building (after modifications) is based on the number of physical seats available in the Concert Hall and the Black Box Theater, and was assumed full capacity (worst case) for these shows.



**TABLE 3. VMT CALCULATIONS BY TRIP GENERATION.****EXISTING CONDITIONS: Grass Valley Group Building (41,600 SF)**

ITE Trip Generation Manual Trip Generation Period (770 Business Park)	ITE Trip Generation Rate per KSF GFA	KSF of Facility	Trips	Vehicle Miles Traveled (VMT)*	
<b>DAILY TRIPS</b>	<b>12.44</b>	<b>41.6</b>	<b>517.5</b>	<b>15525</b>	
<b>AM PEAK TRIPS</b>	<b>1.40</b>	<b>41.6</b>	<b>58.2</b>	<b>1747</b>	
<b>PM PEAK TRIPS</b>	<b>1.26</b>	<b>41.6</b>	<b>52.4</b>	<b>1572</b>	

\*Nevada County Census information indicates that 72.2% of all workers drive alone to work (source: Census data: ACS 2020 5-year). This equates to 31,731 people who have an average commute time of 24.7 minutes. Only 6.6% carpool. Workers commuting IN to Nevada County = 4,506 and OUT = 11,230, or about 1/3 of total, which a distance of 50 miles for commutes to and from other counties was assumed. Average trip distance overall = 30 miles.

**PROPOSED CONDITIONS in 41,600 SF Building, but using only 16,200 SF for 3 Uses**

ITE Trip Generation Manual Trip Generation Period	CAPACITY of Space in Persons	Carpool Factor	Cars	Vehicle Miles Traveled (VMT)*	Difference between Project and Business Park
<b>CONCERT HALL</b>	<b>600</b>	<b>2.6</b>	<b>231</b>	<b>4523</b>	<b>-11002</b>
<b>BLACK BOX THEATER</b>	<b>150</b>	<b>2.6</b>	<b>58</b>	<b>1085</b>	<b>-14441</b>
<b>MULTI PURPOSE/CONFERENCE</b>	<b>300</b>	<b>1.5</b>	<b>200</b>	<b>6000</b>	<b>-9525</b>

\*Values taken from VMT Analysis tables for InConcert Sierra and for Sierra Stages (9.8 miles and 9.4 miles weighted average trip length respectively), and factored up to account for new increased audience capacity at new location facility (125 Crown Point Court). Average trip length assumed for Conference Center was 15 miles.

In Table 3 above, it can be seen that there is a significant reduction in VMT for the proposed project when compared to the existing business park land use. In fact, the VMT is expected to be less than one-third (1/3) of the VMT impact of the existing land use. In Table 3, the Business Park use would generate a daily VMT of 15,525, compared to the proposed 600 seat InConcert Sierra venue which would have a daily VMT of only 4,523 based on the weighted average trip length of 9.8 miles (taken from Table 2 calculations). The Conference Center uses would also be slightly more than just one-third (1/3) of the Business Park daily total VMT.

The Appendix of this report contains the US CENSUS information used to calculate home to work trip length assumptions used in Table 3 for Business Park traffic (assumptions shown in noted on Table 3).

**VMT will significantly reduce with the Project** - The project will have significantly less vehicles in motion on less days, resulting in a minor reduction in greenhouse gas emissions (and VMT) during a year, and even on a monthly basis. The proposed project consisting of InConcert Sierra, Sierra Stages and a Conference Center event taking place during the daytime hours, once a month. In the event of a Conference Center event taking place during the daytime hours, this will not conflict with an evening show. It should be noted that of a

30-day month, there are four weekends, and this would coincide with four evening weekend shows (three for Sierra Stages and one for InConcert Sierra). Through staggering of weekend scheduling, these two performing arts businesses can adequately share the proposed facility and parking.

**Daily VMT of Project is estimated to be one-third of business park use** – When the Project facility has an activity or event, which is not every day, the amount of VMT will be approximately one-third of the amount that the Business Park use would generate. This report shows that the estimated VMT of the proposed project will actually significantly reduce VMT totals on a daily basis (see **Tables 2 and 3**) with the land use change. On a monthly basis and yearly basis this reduction is even larger since there are many days where no significant activity would take place at the site (with the exception of business operation office and the employees which happens daily and has been estimated at around 500 VMT daily). These low VMT numbers for the Project, less than 6,000 VMT for the Conference Center, compares to a Business Park VMT for the same facility which is calculated at 15,000 VMT.

Moreover, the InConcert Sierra project was evaluated through the screening process provided by the *Nevada County Transportation Commission (NCTC)*. The following results were verified, based upon project specific screening:

- The project is located in Travel Analysis Zone (TAZ) 1211. (The number of the travel analysis zone from Nevada County Travel Demand Model in which the parcel is located)
- TAZ 1211 VMT is 8.9 miles per vehicle (The metric average for the entire TAZ)
- Subarea VMT is 16.5 miles per vehicle (the VMT metric average for the entire subarea)
- % Difference is -46.1 (compares TAZ results to subarea results; positive values indicate TAZ results are greater than the subarea; 0% indicates TAZ and subarea results are equal; and, negative values indicate TAZ results are less than the subarea)

#### Total VMT per Service Population

- Threshold 14.2 (the maximum VMT metric to pass screening)
- Within a low VMT Yes (The project passes screening)

Using the VMT screening method, the project passes the VMT thresholds established by NCTC and is therefore determined to have a less than significant impact.

The project will not cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system. This impact is considered less than significant.

- c) The project will not substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment). No impact will occur.

- d) The roadways of Whispering Pines Court, Crown Point Circle, and Whispering Pines Lane are  $\pm 40$  feet in width with two travel lanes and parking on each side of the street. Arterial streets include Brunswick Road to the south and Idaho Maryland Road to the east/west providing evacuation routes. The project has been reviewed by the City of Grass Valley Fire Department for emergency response. The project has been determined by the City of Grass Valley Fire Department to be in compliance with the City of Grass Valley fire standards and City Development Code. The project will not result in inadequate emergency access. This impact is less than significant.

## XVII. UTILITIES AND SERVICE SYSTEMS –

Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Generate solid waste in excess of State and local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Comply with federal, state and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## SETTING

Solid waste within the project area is collected by Waste Management, a licensed private disposal company. Solid waste is transported to the company's transfer station located on McCourtney Road.

Domestic water service to the proposed development is provided by Nevada Irrigation District (NID) via existing water lines that were installed following development in the project area. According to the City's General Plan EIR, water supplies are adequate to supply growth anticipated in the General Plan, which included the project site.

Sanitary sewer is already provided by the City of Grass Valley. Sewer fees are calculated based upon the use and demand.



## IMPACTS

- a) The project will not require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects. No impact will occur.

- b)-c) Existing water connections are provided by Nevada Irrigation District. The project will have sufficient water supplies available to serve the project and reasonably foreseeable future during normal, dry and multiple dry years. This potential impact is less than significant.

The City's wastewater treatment facility, which serves the project has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments. This impact is less than significant.

- d)-e) The project will not generate solid waste in excess of State and local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals.

The project will comply with federal, state and local management and reduction statutes and regulations related to solid waste. These potential impacts are less than significant.

## XIX. WILDFIRES –

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to, pollution concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or on-going impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## SETTING

The Grass Valley region has a generally high potential for wildland fires of devastating intensity. This is due to the presence, particularly in less urban settings, of heavier timber, woodland and brush, the occurrence of steep slopes, dry weather conditions, and human activity. Generally, vegetative areas of over 20% slope are considered as fire hazardous areas. The City limits have a distinct urban/wildland interface area. The greatest threat for wildfire hazards is from those that may originate outside the City in unincorporated Nevada County. Historical data on wildfires in or near Grass Valley is kept on the Firehouse Reporting Data System. Because of the extended urban/wildland interface area, the City has participated in regional efforts to reduce wildfire risks to the City and surrounding areas. These efforts include participation in *Nevada County's Local Hazard Mitigation Plan* and the *Fire Safe Council of Nevada County Community Wildfire Protection Plan*. *Nevada County OES* and the *Fire Safe Council* also maintain historical fire records.

## IMPACTS

- a) The project has been reviewed by the City of Grass Valley Fire Department. The project will not substantially impair an adopted emergency response plan or emergency evacuation plan. This impact is less than significant.
- b)-c) The project area is developed and has relatively flat topography. The project will not exacerbate wildfire risks and thereby expose project occupants to pollution concentrations from a wildfire or the uncontrolled spread of a wildfire.

The project will not require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or on-going impacts to the environment. All utilities serving the site are installed underground in accordance with City of Grass Valley Development Standards. These impacts are considered less than significant.

- d) The project will not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. This impact is considered less than significant.

## XVIII. MANDATORY FINDINGS OF SIGNIFICANCE –

Would the project:

- a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	---	------------------------------------	-----------

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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**XVIII. MANDATORY FINDINGS OF SIGNIFICANCE –**

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	---	------------------------------------	-----------

Would the project:

or prehistory?

- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

a)-c) This environmental analysis provides evaluation of the potential environmental effects of the proposed project, including project effects on the quality of the environment, fish and wildlife habitat (including special status species), and cultural resources. These potential impacts are considered less than significant.

**REFERENCES** The following references used in preparing this report have not been attached to this report. The reference material listed below is available for review upon request of the Grass Valley Community Development Department, 125 East Main Street, Grass Valley, CA 95945.

- Federal Highway Administration, 1983
- U.S. Bureau of Land Management, 1980
- City of Grass Valley 2020 General Plan
- City's 2020 General Plan Certified Environmental Impact Report (SCH#98082023)
- Association for Protection etc. Values v. City of Ukiah (1991)
- Topanga Beach Renters Assn. v. Department of General Services
- United States Department of Agriculture land inventory
- Public Resources Code Section 12220(g).
- U.S. Department of Agriculture
- California Department of Forestry and Fire Protection
- Northern Sierra Air Quality Management District (NSAQMD)
- California Emission Estimator Model (CalEEMod) Version 2016.3.2
- California Department of Fish and Wildlife (CDFW)
- United States Army Corps of Engineers
- Section 404 of the Clean Water Act
- California Department of Fish and Wildlife (CDFW) Code Section 1600 et. seq.
- California Natural Diversity Database
- United States Fish and Wildlife Service (USFWS)
- Wetlands Delineation Manual (Environmental Laboratory, 1987)

- Migratory Deer Ranges Nevada County General Plan map
- USGS Topographic Quadrangle for Grass Valley
- Natural Wetlands Inventory (NWI) and HDD datasets
- Migratory Bird Treaty Act (MBTA)
- Resource Management Plan, Best Management Practices (BMPs)
- Chapter 12.36 of the City of Grass Valley Municipal Code
- Pacific Gas and Electric (PG&E)
- California Energy Resources Conservation and Development Commission in June 1977
- California Green Building Standards Code (Part II, Title 24) was adopted as part of the California Building Standards Code (Title 24, California Code of Regulations).
- Cultural Resources Inventory prepared by Sean Michael Jensen, M.A., July 2019
- City of Grass Valley Historic Building Ordinance
- City of Grass Valley Historic Commission
- City of Grass Valley Development Review Committee
- North Central Information Center (NCIC)
- Native American Heritage Commission (NAHC)
- United Auburn Indian Community (UAIC)
- Geologic Map of the Colfax - Grass Valley Area (Tuminas, 1981).
- California Geological Survey Open File Report 96-08, Probabilistic Seismic Hazard Assessment for the State of California
- California Fault Parameters
- The 1997 edition of California Geological Survey Special Publication 43, Fault Rupture Hazard Zones in California
- Cal/EPA Air Resources Board Regulation 93105
- Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations (ATCM)
- City of Grass Valley Energy Action Plan
- Nevada County Airport Land Use Compatibility Plan
- Mountain Counties Hydrologic region overlay zone (DWR 2011)
- Flood Insurance Rate Map for the County of Nevada, Map No. 06057C0633E dated February 3, 2013.
- General Plan Mineral Management Element (MME) on August 24, 1993
- Noise Equivalent Level (CNEL)
- California Airport Noise Regulations
- Public Resources Code Section 21099
- Office of Planning and Research (OPR)
- California Natural Resource Agency
- 10<sup>th</sup> Edition of the Institute of Transportation Engineers (ITE)
- Nevada County Transportation Planning Agency (NCTPA)
- City of Grass Valley Capital Improvement Program
- Grass Valley Traffic Impact Fee Program
- Nevada County's Local Hazard Mitigation Plan
- Fire Safe Council of Nevada County
- Nevada County Office of Emergency Services (OES)
- Fire Safe Council
- OPR Technical Advisory on Evaluating Transportation Impacts in CEQA
- Nevada County Transportation Commission (NCTC)
- City of Grass Valley 2019-2027 Housing Element

- City of Grass Valley Historic 1872 Townsite
- City of Grass Valley Development Code
- CA Department of Forestry and Fire Prevention
- City of Grass Valley Municipal Code
- Nevada County General Plan and General Plan EIR
- City of Grass Valley Grading Ordinance
- Background Report, City of Grass Valley General Plan Update, November 1998
- Soil Survey of Nevada County, United States Department of Agriculture, Soil Conservation Service
- Online soil survey maps and data from USDA - <http://websoilsurvey.nrcs.usda.gov>
- **Acoustical and Thermal Performance of Exterior Residential Walls, Doors and Windows, Natural Bureau of Standards.**

## EXHIBITS

- Exhibit A** - Vicinity Map
- Exhibit B** - Aerial Photograph
- Exhibit C** - Site Plan
- Exhibit D** - Site Photographs
- Exhibit E** - Proposed Floor Plan
- Exhibit F** - Concert Hall, Black Box and Conference Center Floor Plans
- Exhibit G** - Existing and Proposed Building Height Increase
- Exhibit H** - Nevada County Airport Land Use Commission Correspondence dated August 23, 2022
- Exhibit I** - Theatre Seating Example
- Exhibit J** - Black Box Theatre Example

## TABLES

- Table 1** - Project Construction and Operational Estimates
- Table 1.-** Level of Service (LOS) Definitions
- Table 2** - VMT Calculation distances from Zip Code Centroid to Performing Arts Venue Locations (Old and New)
- Table 3** - VMT Calculations by Trip Generation

## FIGURES

- Figure 1** - Levels of Service of Local Roadways and Intersections 6:30 p.m. to 7:30 p.m.
- Figure 2** - Intersection Turning Movements Values 6:30 p.m. to 7:30 p.m.
- Figure 3** - InConcert Sierra Travel Patterns and Vehicle Totals by Zip Code Area
- Figure 4** - Sierra Stages Travel Patterns and Vehicle Totals by Zip Code Area
- Figure 5** - Sampling of how Google Map Tool was used to determine Trip Distances Between Zip Code Areas and Venue Locations
- Figure 6** - Project Site Proposed Building Modifications





# NEVADA COUNTY AIRPORT LAND USE COMMISSION

Grass Valley • Nevada City • Nevada County

File: 0040.1.4

August 23, 2022

Monroe Lovelady  
P.O. Box 205  
Nevada City, CA 95959

SUBJECT: InConcert Sierra Consistency Review – Nevada County Airport Land Use Compatibility Plan

The Nevada County Airport Land Use Commission (NCALUC) has delegated the review and consistency determination of major land use actions to the NCALUC Executive Director. The project site at 125 Crown Point Court in Grass Valley, California, is located within Compatibility Zone D (Traffic Pattern Zone) of the Nevada County Airport Land Use Compatibility Plan. The project includes a Specific Plan Amendment and a Supplemental Use Permit application for InConcert Sierra to purchase and convert the exiting office building, to a venue for the performing arts and a community meeting and conference center.

After reviewing the project details and the proposed number of event attendee and employees on site, I find that the proposed project does not contain characteristics likely to result in inconsistencies with the compatibility criteria set forth in the Nevada County Airport Land Use Compatibility and give approval of the project, on behalf of the NCALUC.

Please let me know if you have any questions regarding this project.

Thank you,

Mike Woodman, Executive Director  
Nevada County Airport Land Use Commission  
Nevada County Transportation Commission



# NEVADA COUNTY AIRPORT LAND USE COMMISSION

Grass Valley • Nevada City • Nevada County

File: 0040.1.4

October 13, 2022

Lance Lowe, Principal Planner  
City of Grass Valley  
125 East Main Street  
Grass Valley, CA 95945

**SUBJECT: InConcert Sierra Consistency Review – Nevada County Airport Land Use Compatibility Plan**

The Nevada County Airport Land Use Commission (NCALUC) has delegated the review and consistency determination of major land use actions to the NCALUC Executive Director. I have reviewed the proposed InConcert Sierra project for consistency with the Nevada County Airport Land Use Compatibility Plan. The project site at 125 Crown Point Court in Grass Valley, California, is located within Compatibility Zone D (Traffic Pattern Zone) of the Nevada County Airport Land Use Compatibility Plan. The project includes a Specific Plan Amendment and a Supplemental Use Permit application for InConcert Sierra to purchase and convert the existing 41,600 square feet office building to a venue for the performing arts and a community meeting and conference center. The review of the proposed concert hall and conference center included the following considerations.

After reviewing the project, it has been determined that the proposed project does not contain characteristics likely to result in inconsistencies with the compatibility criteria set forth in the Nevada County Airport Land Use Compatibility Plan based on the following considerations and mitigating factors.

Conference Center, usage hours will be scheduled upon request 8:00 am – 5:00 pm on weekdays

Black Box theater, scheduled evening, 7:00 pm -11:00 pm, and periodic rehearsals and set construction activities from 8:00 am – 7:00 pm on weekdays & weekends

Concert Hall usage will be scheduled Sundays 12:00 pm – 5:00 pm, and scheduled weekend evenings 7:00 pm – 11:00 pm, with periodic rehearsals and stage configuration activities from 8:00 am – 11:00 pm on weekdays and weekends.

The project is located in Compatibility Zone D – Traffic Pattern Zone with an identified risk level of low for safety and airspace protection factors. Zone D does not prohibit Indoor Large Assembly Facilities (capacity 300-999) (movies theaters, places of worship, cemetery chapels i.e.). This type of land use is conditionally allowed in Zone D if the indicated max site average-acre usage intensity criteria and max single-acre intensity criteria included in Table 2A (Basic Compatibility Criteria, Nevada County Airport Land Use Compatibility Plan) can be met.



Within Compatibility Zone D, non-residential uses shall be limited to a maximum of 600 people per single acre. Because the building footprint is less than 1.0 acre, this criterion limits the building's total allowable occupancy to 600 people. For this type of seated facility use the total occupancy is calculated by the adding the number of seats and maximum employees. In this case 520 seats + 30 staff = 550 people, thus meeting the 600-persons limit. With regard to the average-acre intensity of 200 persons per acre, the site size of 5.33 acres means that the project could have as many as 1,066 people and be consistent with the average sitewide maximum intensity criterion. The proposed increased building height is below the height restriction of 100 feet or more above runway elevation.

The project proposal indicates that no more than two uses would occur at the same time and that when large events are held in the concert hall that use of the other two venues will not occur simultaneously. The typical occupancy of the Concert Hall is estimated to be 350; the typical occupancy for the Conference Center is estimated to be 200, and the typical use for the Black Box Theatre is estimated to be 75.

The Nevada County Airport Land Use Compatibility Plan policy 3.1.3 recognizes that on rare occasions for special events an exceedance of the maximum people-per-acre criterion may occur when extra safety precautions can be taken. The proposed construction method for increasing the building heights for acoustical purposes of the concert hall and black box uses includes installation of precast 8" thick concrete walls providing additional protection. The project will also be required to update the existing emergency exits to meet current fire code standards. These measures will enhance protection of the occupants in the low likelihood possibility that the building is struck by an aircraft.

Other considerations include the highest usage is expected on Saturday and Sunday evenings between 7:00 pm and 11:00 pm. The Nevada County Airport averages approximately 82 daily aircraft operations with 92% occurring between 7:00 am – 7:00 pm, only 6% occurring between 7:00 pm – 10:00 pm, and 2% between 10:00 pm – 7:00 am. Jets & CALFIRE operations are 94% between 7:00 am – 7:00 pm, only 6% between 7:00 pm – 10:00 pm, and 0% between 10:00 pm to 7:00 am. This is a significant factor in reducing the exposure to safety risks. In addition the proposed use could result in a reduction of daily exposure to risk compared to the previous approved use as a professional call center as the occupancies will occur irregularly for specific, short-term events, and represent a significant reduction in total occupancy.

Another relevant consideration is the guidance provided by the current edition of the Caltrans *Airport Land Use Compatibility Planning Handbook* (2011) which was released a month after the Nevada County ALUCP was adopted. The current edition of the Handbook indicates for locations equivalent to the ALUCP's Compatibility Zone D, that a multiplier of 4.0 between the average-acre intensity limit and the single-acre limit is reasonable. If this multiplier were to be applied to ALUCP Zone D, the single-acre intensity limit would be 800 people rather the 600 people limit set by the adopted ALUCP and the project would be consistent with this criterion.

Please let me know if you have any questions regarding this project.

Thank you,



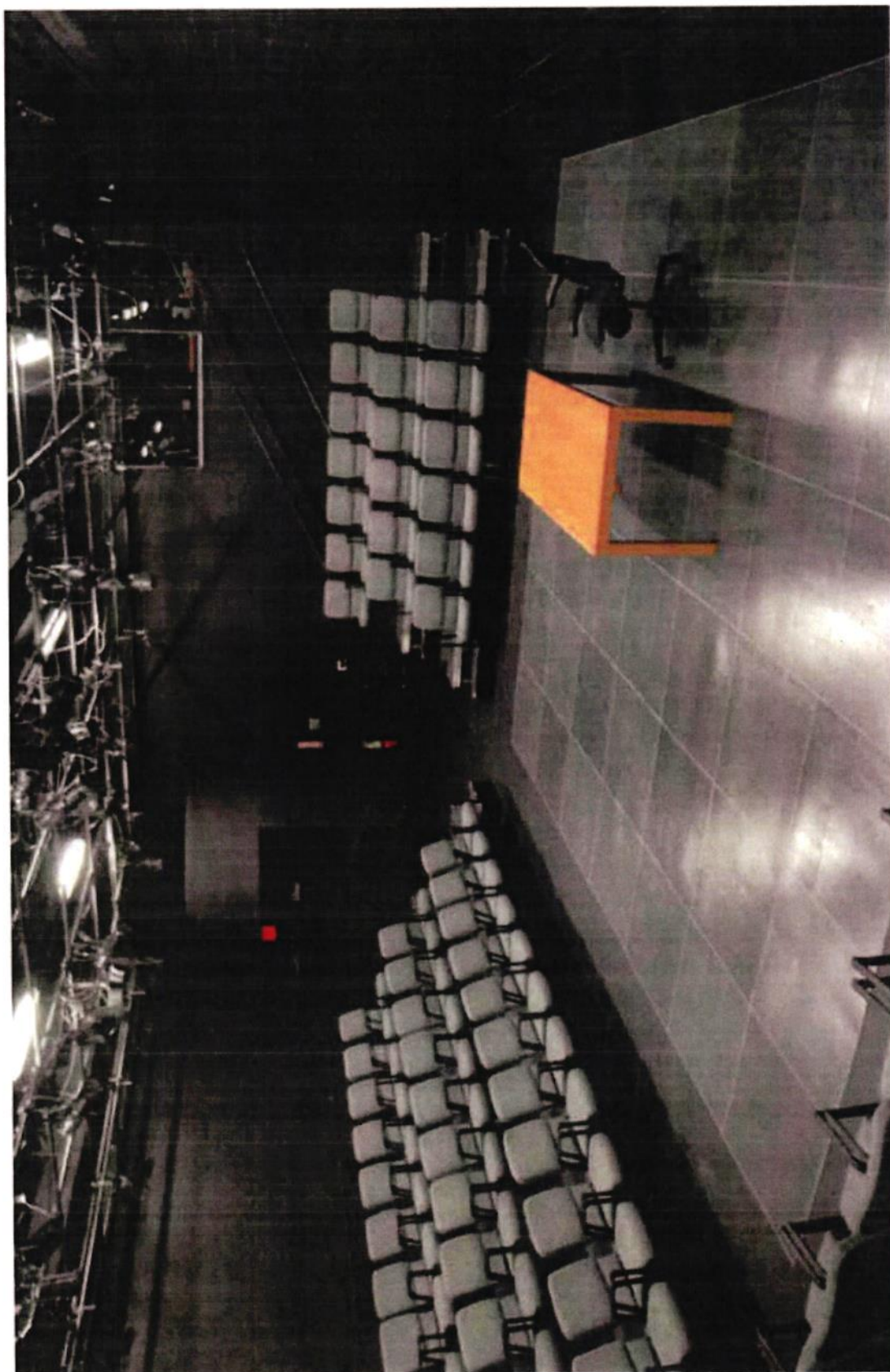
Mike Woodman, Executive Director  
Nevada County Airport Land Use Commission

EXHIBIT I





EXHIBIT J





**MITIGATION MONITORING  
& REPORTING PLAN**

**INCONCERT SIERRA - WHISPERING PINES SPECIFIC  
PLAN AMENDMENTS, USE PERMIT AND  
DEVELOPMENT REVIEW PERMITS  
(22PLN-18)**

City of Grass Valley

~~September 20, 2022~~

**October 7, 2022**

Prepared by:

City of Grass Valley  
Community Development Department  
125 E. Main Street  
Grass Valley, CA

## **AUTHORITY AND PURPOSE**

Pursuant to the California Public Resources Code, Section 21081.6, the City of Grass Valley is required to implement a Mitigation Monitoring and Reporting Plan for the InConcert Sierra Project located at 125 Crown Point Court, Grass Valley, CA 95945.

The purpose of this Mitigation Monitoring and Reporting Plan is to ensure compliance with, and effectiveness of, the Mitigation Measures set forth in the Mitigated Negative Declaration prepared for the project.

## **RESPONSIBILITIES**

The City of Grass Valley Community Development Department (CDD) will have primary responsibility for the operation of the Mitigation Monitoring and Reporting Plan. The CDD is responsible for managing all technical advisors and coordinating monitoring activities. The CDD is responsible for directing the preparation and filing of Compliance Reports.

## **MITIGATION MONITORING MATRIX**

The following is a list of Mitigation Measures as presented in the Mitigated Negative Declaration prepared for the project. The Mitigation Monitoring and Reporting Program (MMRP), will be considered for adoption by the City of Grass Valley City Council concurrently with consideration of the Mitigated Negative Declaration prepared for the project. The City Council may direct that changes be made to the measures contained in this document prior to its adoption.

## INCONCERT SIERRA PROJECT MITIGATION MONITORING MATRIX

Item # 10.

No.	Impact	Mitigation Measure	Phase	Responsible Person/ Agency	Frequency of Monitoring/Reporting	VERIFICATION AND IMPLEMENTATION	
						Date Report Recieved	Notes
XVI.	PARKING	<p><b>TRANS 1 – Mitigation Measure:</b></p> <p><del>Prior to the first event in which two uses are occurring at the same time, requiring in excess of 204 parking spaces,</del> Prior to the issuance of a building permit, the applicant shall submit off-site parking agreements for review and approval that satisfy the event attendance in accordance with Section 17.36.080 et. seq. of the City's Development Code. The final parking agreements shall be for a duration that is commensurate with the event and shall be to the satisfaction of the Community Development Director and City Engineer.</p>	2 & 4	CDD	OG		

**Findings and Conditions of Approval – InConcert Sierra Whispering  
Pines Specific Plan Amendments, Use Permit and Development  
Review Permits (22PLN-18)**

---

Item # 10.

**FINDINGS:**

In accordance with Section 5.5 of the Whispering Pines Specific Plan, the City Council is required to make the following specific findings before it approves an amendment to the Whispering Pines Specific Plan.

1. The City received a complete application for the Whispering Pines Specific Plan Amendment 22PLN-18.
2. The Community Development Department prepared an Initial Study/Mitigated Negative Declaration as the appropriate environmental review in accordance with the California Environmental Quality Act (CEQA). Mitigation Measures were incorporated into the project to fully mitigate all potentially significant impacts on the environment.
3. The Planning Commission has independently reviewed, analyzed, and considered the Initial Study/Mitigated Negative Declaration prior to making its decision on the project. The Mitigated Negative Declaration reflects the independent judgement of the City of Grass Valley, as lead agency.
4. The 2020 General Plan designates the project site as Business Park. The proposed uses are consistent with the General Plan or any applicable Specific Plan.
5. Changes in the community have occurred since the adoption of the Specific Plan warranting an amendment as requested.
6. The change will benefit the Whispering Pines Specific Plan area.
7. The change is in conformance with the adopted Whispering Pines Specific Plan.
8. The change will not adversely affect adjacent properties and can be properly serviced.
9. The physical constraints of the property are such that the Whispering Pines Specific Plan Amendment is warranted.
10. The project is consistent with the applicable sections and development standards in the Development Code.
11. The project, as conditioned, complies with the City of Grass Valley Community Design Guidelines.

Item # 10.

**Findings and Conditions of Approval – InConcert Sierra Whispering  
Pines Specific Plan Amendments, Use Permit and Development  
Review Permits (22PLN-18)**

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12. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Development Code and the Municipal Code.
13. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and future land uses in the vicinity.

**A. GENERAL/DESIGN CONDITIONS OF APPROVAL:**

1. The approval date for the Use and Development Review Permits *is October 25, 2022*. This project is approved for a period of one (1) year and shall expire on *October 25, 2023*, unless the project has been effectuated (i.e., a building permit has been issued) or the applicant requests a time extension that is approved pursuant to the Development Code.
2. The project shall be constructed in accordance with the Project Description on file with the Community Development Department (22PLN-18) approved by the City Council. Minor design changes may be approved by the Community Development Director when determined to be substantially compliant with the City Council's Approval. Major design changes not in substantial compliance shall be approved by the Planning Commission as determined by the Community Development Director.
3. The applicant shall file a Notice of Determination (NOD), including payment of associated Fish and Game and County Recorder fees, in the office of the County Clerk within (5) days after the approval date of the project. The applicant shall provide a copy of the NOD to the City.
4. Prior to construction, the applicant shall obtain building, plumbing, electrical and mechanical permits from the Community Development, Building Division.
5. The applicant shall obtain a tree removal permit from the Grass Valley Public Works Department.
6. The applicant agrees to defend, indemnify, and hold harmless the City in any action or proceeding brought against the City to void or annul this discretionary land use approval.

**B. DURING CONSTRUCTION, THE FOLLOWING CONDITIONS SHALL APPLY:**

1. That prior to any work being conducted within the State, County or City right-of-way, the applicant shall obtain an Encroachment Permit from the appropriate Agency.
2. Placement of construction fencing around all trees designated to be preserved in the project shall be completed.



*Item # 10.*

**Findings and Conditions of Approval – InConcert Sierra Whispering  
Pines Specific Plan Amendments, Use Permit and Development  
Review Permits (22PLN-18)**

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3. The applicant shall submit a Dust Mitigation Plan for review and approval by City Engineer. Dust mitigation measures shall be implemented in accordance with the approved Dust Mitigation Plan. The dust mitigation plan shall include the following:
  - a. Persons responsible for ensuring that all adequate dust control measures are implemented in a timely and effective manner shall be shown on the improvement plans.
  - b. All material excavated, stockpiled, or graded shall be sufficiently watered, treated, or covered to prevent fugitive dust from leaving the property boundaries and/or causing a public nuisance. Watering during summer months should occur at least twice daily, with complete coverage of disturbed areas.
  - c. All areas with vehicle traffic shall be watered or have dust palliative applied as necessary to minimize dust emissions.
  - d. All on-site vehicle traffic shall be limited to a speed of 15 mph on unpaved roads.
  - e. All land clearing, grading, earth moving, or excavation activities on a project shall be suspended as necessary to prevent excessive windblown dust when winds are expected to exceed 20 mph.
  - f. All inactive portions of the development site shall be covered, seeded, watered, or otherwise stabilized until a suitable cover is established.
  - g. All material transported off-site shall be either sufficiently watered or securely covered to prevent it being entrained in the air, and there must be a minimum of six (6) inches of freeboard in the bed of the transport vehicle.
  - h. Paved streets adjacent to the project shall be swept or wasted at the end of each day, or more frequently, if necessary, to remove excessive accumulations or visibly raised areas of soil which may have resulted from activities at the project site.
  - i. Prior to final occupancy, the applicant shall reestablish ground cover on the site through seeding and watering.
4. The contractor shall comply with all Occupational Safety & Health administration (OSHA) requirements.
5. The applicant shall obtain final approval from the City of Grass Valley, fire, planning, engineering, and building divisions.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY  
AMENDING THE WHISPERING PINES SPECIFIC PLAN.**

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

SECTION 1. The Whispering Pines Specific Plan is hereby amended as shown in **Exhibit “A”**. Bold text represents new text of the SP – 1A.1 Zone, which is to be added to the SP – 1A Zone.

SECTION 2. In compliance with Whispering Pines Specific Plan, the City Council adopts the following findings in support of the Whispering Pines Specific Plan Amendments:

1. The proposed amendments are consistent with the General Plan. *Rationale: The 2020 General Plan acknowledges the previously adopted Whispering Pines Specific Plan and identifies policies reflected in the Whispering Pines Specific Plan. The proposed amendments allow for a site-specific use that is compatible with adjoining uses in the SP – 1A Zone.*
2. Changes in the community have occurred since the adoption of the Specific Plan warranting an amendment as requested. *Rationale: The Whispering Pines Specific Plan was adopted in 1984 with a range of uses that were common 40 years ago but are less common today. The proposed amendments would permit a site-specific public assembly use in the existing 41,600 square foot building with approval of a Use Permit by the Planning Commission. The site-specific use is not anticipated to have any negative impacts on adjoining land uses in the Whispering Pines Specific Plan area as outlined in the Initial Study/Mitigated Negative Declaration prepared for the project.*
3. The change will benefit the Whispering Pines Specific Plan area. *Rationale: Occupancy of the existing 41,600 square foot building with a use that primary operates during off hours from adjoining uses will benefit the Specific Plan area. From an air quality and Vehicle Miles Traveled standpoint, the site-specific use is anticipated to be less impactful than the current office uses formally occurring in the building.*

4. The change is in conformance with the adopted Whispering Pines Specific Plan. *Rationale: The Whispering Pines Specific Plan includes policies, goals, and objectives to reduce land use conflicts and environmental impacts. The site-specific use is compatible with adjoining land uses in the Whispering Pines Specific Plan area.*
5. The change will not adversely affect adjacent properties and can be properly serviced. *Rationale: The amendments permit use of the existing 41,600 square foot building for public assembly use. The InConcert Sierra public assembly uses have been evaluated and have been determined to be compatible with adjoining uses.*
6. The physical constraints of the property are such that the Whispering Pines Specific Plan Amendment is warranted. *Rationale: There are no physical constraints associated with the property. The 41,500 square foot building is appropriate for the contemplated public assembly use and will not have negative impacts on adjoining uses.*
7. The project is consistent with the applicable sections and development standards in the Development Code. *Rationale: The project is consistent with the Development Standards in the Development Code.*
8. The proposed amendments would not be detrimental to the public interest, health, safety, convenience, or welfare of the City. *Rationale: The proposed amendments and project have been evaluated and do not result in any significant changes that could be detrimental to the public interest, health, safety, convenience, or welfare.*
9. On September 20, 2022, the Grass Valley Planning Commission conducted a public hearing on the proposed amendments and provided a recommendation of approval as Development Code Amendments noted in **Exhibit "A"**.
10. The Community Development Department prepared an Initial Study/Mitigated

Negative Declaration as the appropriate level of environmental review for the project. The environmental review was circulated for public review commencing on August 26, 2022, and ending close of business on September 14, 2022.

11. The City Council concurs with the recommendations of the Planning Commission and determines the Initial Study/Mitigated Negative Declaration as the appropriate level of environmental review for the proposed amendments to the Whispering Pines Specific Plan.

SECTION 3. The City Council amends the Whispering Pines Specific Plan through its approval of this ordinance as referenced and noted in **Exhibit "A"**.

SECTION 4. This ordinance shall take effect thirty (30) days from and after the date of its adoption and a summary of said ordinance shall be published once within fifteen (15) days upon its passage and adoption in The Union, a newspaper of general circulation printed and published in the Grass Valley Area.

INTRODUCED and first read on the 25<sup>th</sup> day of October 2022

PASSED AND ADOPTED this 8<sup>th</sup> day of November 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Ben Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Taylor Day, Deputy City Clerk

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

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

## A. SUBAREA SP – 1A

A.1 General Plan Business Park

A.2 Specific Plan Designation Corporate District

A.3 Existing Conditions The subarea totals 125 acres. The subarea is bordered by Idaho-Maryland Road on the north, Brunswick Road on the east, a power line easement along a portion of the west and is traversed by Whispering Pines Lane. The subarea is heavily wooded and consists of natural hill slopes and knolls which vary from near level to steep 2 to 1 slopes.

A.4 Planned Conditions The proposed long-range plan for this subarea is to develop as a Corporate District with a "campus" type character. A "campus" type character includes landscaped open space between buildings, screened service areas, uniform sign and street lighting standards and maintenance of the whispering pines theme throughout. The existing use may remain but are expected to eventually phase into office uses. This area will provide opportunities for corporate administrative offices and small and medium size research and development firms to locate in Grass Valley within a high quality development. Land uses within the subarea should be compatible with adjacent residential uses and buffered from them.

A.5 Permitted Land Use Categories The following uses are permitted provided that a development map has been approved:

Administrative and Research  
Characteristics

- a. Variable lot requirements;
- b. Traffic limited to employee vehicles and minor delivery;
- c. Visibility and design image important;
- d. Restriction promoted against vicinity impacts of noise, appearance, odor and dust;

- Examples
- a. Research and Testing;
  - b. Experimental Laboratory Facilities;
  - c. Division of Corporate Headquarters;
  - d. Instrument Design;
  - e. Data Processing

Restricted Light Industry  
Characteristics

- a. Variable lot size requirements;
- b. Traffic includes employee vehicles and delivery;
- c. Visibility moderately important;
- d. Restrictions may be necessary for noise, appearance, odor and dust;

\* From back of curb



## Examples

- a. Semiconductor Manufacturer;
- b. Products Assembly;
- c. Printing and Publishing;
- d. Finished Paper Products;
- e. Photographic Processing;
- f. Machine Assembly;

Warehouse/Showroom  
Characteristics

- a. Small lot size requirements;
- b. Uses may be clustered in small centers;
- c. Traffic includes employees from surrounding business and minor generation from outside the area;
- d. Visibility, access and appearance important;

## Examples

- a. Restaurant
- b. Motel – Conference Center
- c. Automatic Branch Bank
- d. Gymnasium
- e. Caretaker Residence
- f. Day Care Facilities

Office/Professional  
Characteristics

- a. Small lot requirements through similar uses should be clustered;
- b. Traffic split between vicinity business and area businesses;
- c. Visibility moderately important;

## Examples

- a. Attorneys
- b. Accountants
- c. Doctors
- d. Architects
- e. Real Estate Offices
- f. Engineers

Accessory Uses  
Characteristics

- a. Administrative, professional and business offices and dining facilities associated with and accessory to a permitted use.

## A.6 Conditional Uses

## Urban Medium Residential

## Characteristics

- a. Developed in conjunction with an industrial project or housing.
  - b. Follows uses and development standards of Subarea SP-1C.
- One and one-half (1.5) acres.

## Churches

\* From back of curb

## A.7 Minimal Parcel Size

- a. Whispering Pine Lane  
Parking Setback – Forty (40) feet\*  
Building Setback – Forty (40) feet\*

## A.8 Minimum Setback Requirements

## Front Yard:

- b. Local Streets  
Parking Setback – Fifteen (15) feet\*  
Building Setback – Thirty (30) feet\*
- c. Interior Sideyard – Twenty (20) feet\*
- d. Corner Sideyard – Thirty (30) feet\*

## A.9 Building Design Standards

- a. The maximum height of all structures within the SP – 1A shall be limited to a maximum of two (2) stores, plus high bay, not to exceed twenty-five (25) feet in height except that heating, cooling, other roof equipment and fire storage facilities may extend above the 25 foot height provided they are screened and integrated into the architecture of the building.
- b. Materials. Exterior building walls may be of tilt-up concrete, textured concrete, brick or stone masonry, ornamental concrete block, wood, stucco, or flush metal panels. Sheet, ribbed, or corrugated metal panels, or prefabricated buildings should not be allowed.
- c. Colors may be light grey or earth tones. Bright, contrasting colors shall be avoided, except primary colors may be used as trim or accent with approval of the City Planner.
- d. Outdoor mechanical equipment, transformers, utility vaults and meters, fire protection apparatus, and other utilities shall be treated as an integral part of the building design. When it is necessary to locate such equipment between the front of the building and the street, it shall be screened from view.
- e. Building should be designed and oriented to maximize solar access and minimize heating and cooling requirements. Where appropriate, energy conservation methods such as glazed/double paned windows, recessed entryways, awnings and the use of solar collectors should be utilized.

\* From back of curb

**A.9.1 SUBAREA SP – 1A.1****A.9.2 General Plan** Business Park**A.9.3 Specific Plan Designation** Public Assembly Uses**A.9.4 Existing Conditions** This subarea is located at 125 Crown Point consisting of 5.53 acres (APN: 009-700-063).**A.9.5 Planned Conditions** The existing 41,600 square foot building with parking and landscaping is to be used for Studio Uses, such as art, dance, music uses, and theater, or performing arts.**A.9.6 Permitted Land Uses** Uses permitted in the SP – 1A Zone.**A.9.7 Conditional Uses** Studio Uses, such as art, dance, music uses, and Theater, or performing arts.**Examples** A large-scale indoor facility for group entertainment, other than sporting events. Examples of these facilities include: Civic theaters, and facilities for “live” theater and concerts.**A.9.8 Building Design Standards** The maximum height of all structures within the SP – 1A.1 shall be limited to a maximum of forty-five (45) feet in height except that heating, cooling, other roof equipment and fire storage facilities may extend above the 25 foot height provided they are screened and integrated into the architecture of the building.**A.9.9 Design Standards** All other standards of the SP – 1A.1 Zone shall comply with the SP – 1A Zone.

\* From back of curb

**Lance Lowe**

---

**To:** GARY PIERAZZI  
**Subject:** RE: Public Comment on Proposed InConcert Sierra Whispering Pines Specific Plan Amendments, Use Permit and Development Permits (22PLN-18).

September 14, 2022

**Subject: Public Comment on Proposed InConcert Sierra Whispering Pines Specific Plan Amendments, Use Permit and Development Permits (22PLN-18).**

As you know, in February 2017 a lawsuit was filed, challenging the City's approval of two text amendments and it's adoption of a Negative Declaration.

The lawsuit resulted in a settlement agreement by and between the City of Grass Valley and Citizens Advocating Responsible Development (CARD).

Part of that settlement agreement was that the City conduct a Comprehensive Review of the Whispering Pines Specific Plan. (See settlement attachment)

In 2020 the City proposed a Negative Declaration and Text Amendment to the Whispering Pines Specific Plan for a different proposal. In response to that 2020 proposal, is the letter (attached) sent to the City reminding the City of the terms of the settlement, regarding the comprehensive review of the Specific Plan.

It is my understanding that the Comprehensive Review has not been conducted, I am therefore asking the Planning Commission to recommend that the City Council *not* adopt 22PLN-18 until such time that the City has conducted and completed a Comprehensive Review of the Whispering Pines Specific Plan and made corresponding changes in accordance with CEQA as required by that 2017 settlement agreement.

Sincerely,

Gary Pierazzi

Presentation of Daniel Ketcham  
Grass Valley Planning Commission Sept. 20, 2022

I'm Daniel Ketcham and I reside at 11693 Brunswick Pines Road, exactly one parcel removed and to the east of the property you are considering this evening.

I have just two topic points tonight, both considered extremely relevant for your careful consideration.

The staff report before you appropriately identifies that the proposed use will create a property that is extremely under parked. It is projected that for some events the property will be parking deficient by 321 parking spaces. And that appears to be based on a large assumption that all attendees will arrive via two persons per vehicle. The proffered solution? Attendees will simply park on neighboring properties. No need to worry about agreements to do so, as the applicant will address that when the need actually arrives. This proposal, from a land use planning perspective, is both nonsensical and frankly embarrassing. To defer a highly critical property use requirement and NOT insure a proposed use has adequate parking from the inception, is simply negligent. Written agreements, ready for recordation, for reciprocal parking with neighboring properties should be a condition of approval...nothing less. As this proposal does not meet current parking requirements, a Variance is, in fact, required and seemingly not part of this proposal?



## Page Two

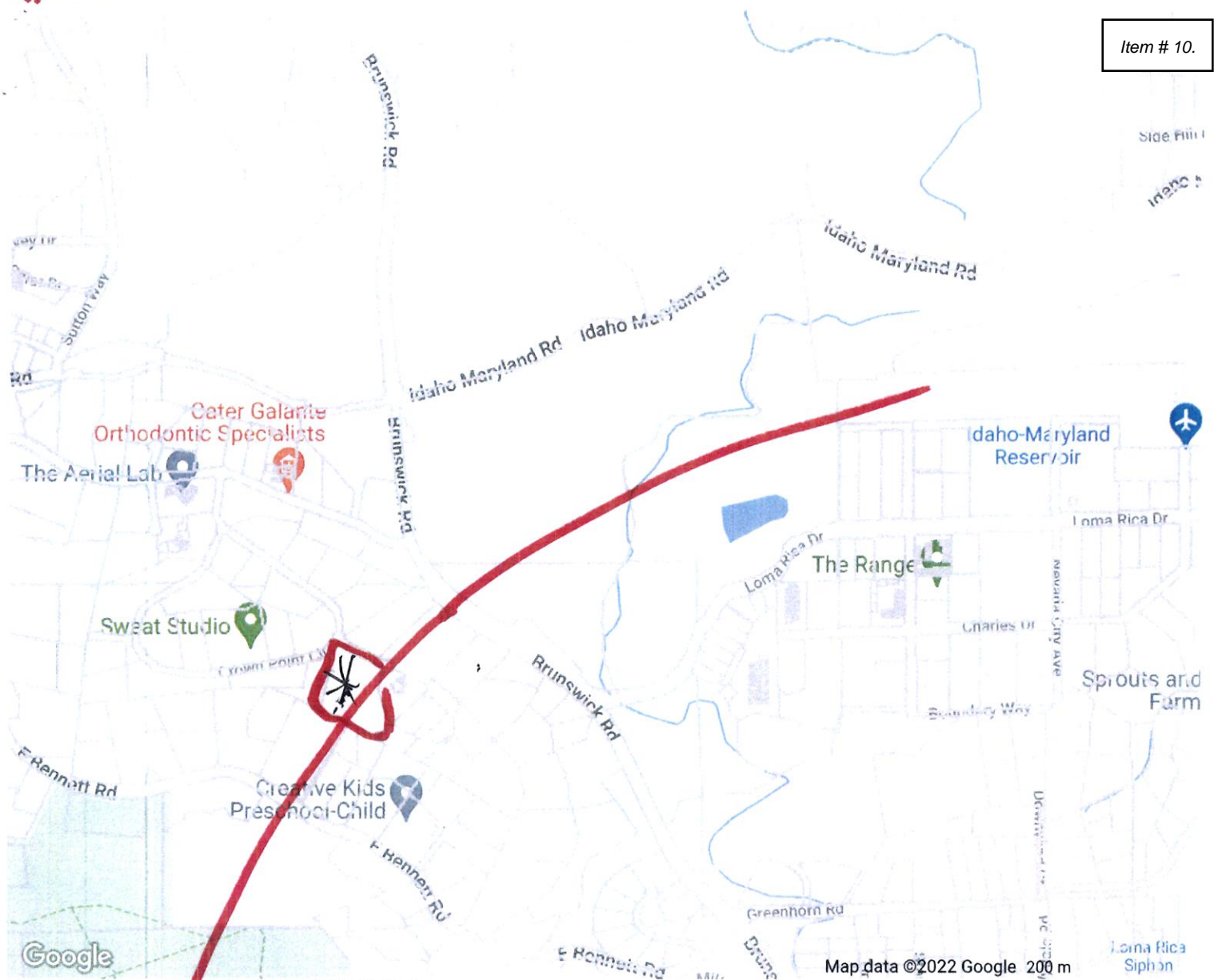
Over-Flight Zone: In his letter of August 23, Mike Woodman, Executive Director, Nevada County Transportation Commission essentially said "all good to go" as to the compatibility of this proposed use and the proximity to the Nevada County Airport. However, I can assure you such is NOT the case. The 1983 Whispering Pines Specific Plan recognized the risk of allowing uses that would permit a high concentration of persons in a given building. For an example, the exact proposal before you this evening. Appropriately, such uses were precluded in the-then small and narrow overflight zone along Whispering Pines Lane at Brunswick Road. I can assure you that departure flight patterns have changed significantly since 1983. Similarly, the 2011 Airport Land Use Compatibility Plan entirely failed to recognize that the almost daily summertime parade of Cal Fire Bombers fly a southbound departure route directly over this very property. Last week during the Mosquito Fire, the bombers were making low elevation departures every 11-13 minutes, with one day making approximately 80 flights over this property. Nowhere in this report was there consideration given to this very onerous and risky flight pattern directly over this structure. What happens when a bomber loses an engine on departure at low elevation? They immediately hit the drop button and full the load is dropped in five seconds. Depending on the elevation, the drop can crush everything below on the ground...including structures.

## Page Three

See page 2-24 where risk level in Zone D states *that 20% to 30% of aviation accidents take place in this zone. I quote: Risk concern is primarily with uses for which potential consequences are severe. For example very high intensity activities in a confined area.* This describes exactly what is proposed before you.

**In closing** I ask that you deny this proposal before you until such time the applicant can demonstrate legitimate and sufficient parking to support the proposed use AND further study is completed to ascertain the impact of a location directly below a heavily used and hazardous flight zone.

2. **Findings for off-site parking Variance.** The approval of a Variance to allow some or all of the parking spaces required for a nonresidential project to be located off-site, or to allow in-lieu fees or facilities instead of the required on-site parking spaces, shall require that the review authority first make both of the following findings in compliance with Government Code Section 65906.5, instead of those required by Subsection F.1, above.
    - a. The Variance will be an incentive to, and a benefit for, the nonresidential development; and
    - b. The Variance will further facilitate access to the nonresidential development by users of public transit facilities, and other modes of transportation (e.g., guideway facilities).
  3. **Finding for reasonable accommodation.** The review authority may also grant a Variance or Minor Variance to the site planning or development standards of this Development Code in compliance with this Section, based on the finding that the Variance or Minor Variance is necessary to accomplish a reasonable accommodation of the needs of a disabled person in compliance with the Americans with Disabilities Act (ADA).
- G. Conditions of approval.** In approving a Variance or Minor Variance, the review authority may impose conditions of approval to ensure that the project will comply with the findings required by Subsection F. (Findings required), above. The violation of any required condition shall constitute a violation of this Section and may constitute grounds for denial of the Certificate of Occupancy and/or revocation of the permit.
- H. Post review procedures.** The procedures and requirements in Chapter 17.74 (Permit Implementation, Time Limits, and Extensions), and those related to appeals and revocation in Article 9 (Development Code Administration), shall apply following a decision on a Variance or Minor Variance application.

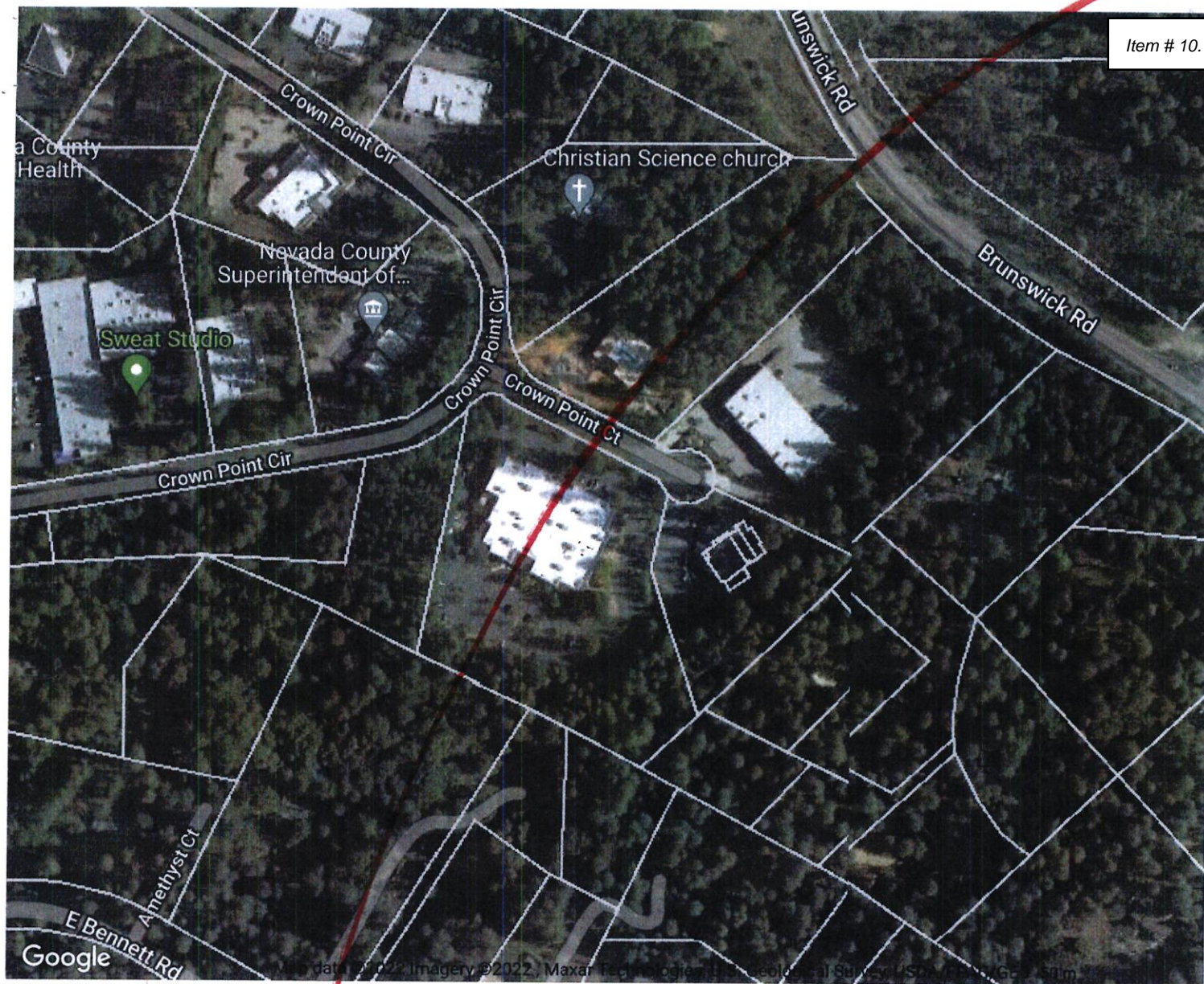


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6/26-30  
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# Nevada County Airport

## LAND USE COMPATIBILITY PLAN

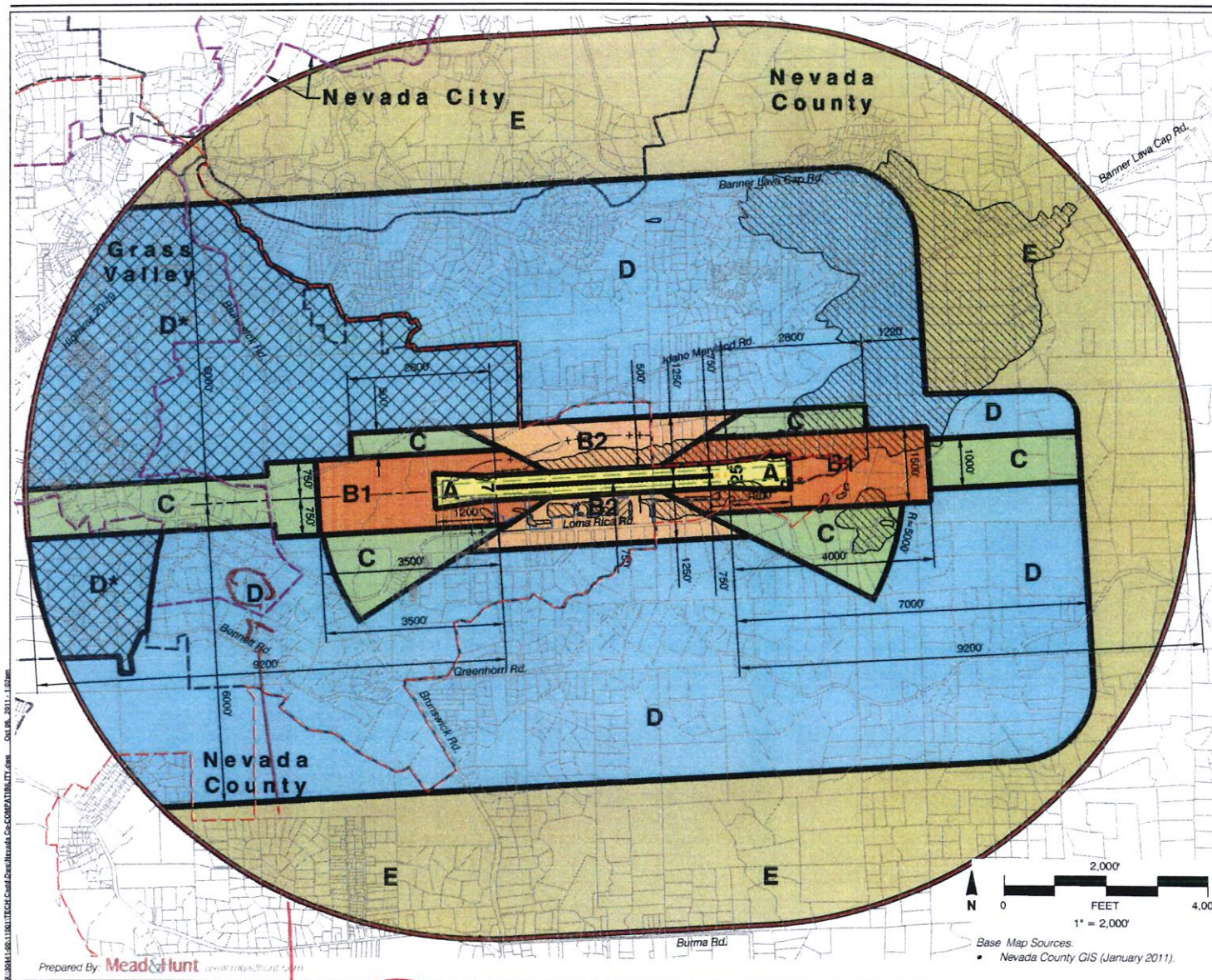


**Nevada County Airport Land Use Commission**

**Adopted September 21, 2011**







### Legend

#### Boundary Lines

- Airport Property Line
- Proposed Airport Property Acquisition
- City Limits
- Grass Valley Planning Area
- Grass Valley Sphere of Influence
- Nevada City Sphere of Influence
- Existing Runway (4,350')
- Future Runway (4,650')
- Object Free Area
- Airport Influence Area

#### Compatibility Zones<sup>1</sup>

- Zone A - Runway Clear Zone
- Zone B1 - Inner Approach Zone
- Zone B2 - Sideline Zone
- Zone C - Inner Turning Zone & Extended Approach Zone
- Zone D - Traffic Pattern Zone
- Zone D\* - Urban Overlay Zone
- Zone E - Other Airport Environs
- Height Review Overlay

### Notes

- See Chapter 2, Table 2A, Basic Compatibility Criteria.

### Nevada County Airport Land Use Compatibility Plan (Adopted September 2011)

Map 2A

### Compatibility Policy Map




Zone	Locations	Maximum Densities / Intensities			Req'd Open Land <sup>3</sup>	Additional Criteria	
		Residential (du/ac) <sup>1</sup>	Other Uses (people/ac) <sup>2</sup>	Average Single Acre <sup>6</sup> <sup>7</sup>		Prohibited Uses <sup>4</sup>	Other Development Conditions <sup>5</sup>
<b>A</b>	<i>Runway Clear Zone</i>	0	0	0	All Remaining	<ul style="list-style-type: none"> <li>› All structures except ones with location set by aeronautical function</li> <li>› Assemblages of people</li> <li>› Objects exceeding FAR Part 77 height limits</li> <li>› Storage of hazardous materials</li> <li>› Hazards to flight <sup>8</sup></li> </ul>	<ul style="list-style-type: none"> <li>› Mostly on existing or future airport property or other public lands</li> <li>› Aviation easement dedication on remainder</li> <li>› NCALUC airspace review required for all objects</li> </ul>
<b>B1</b>	<i>Inner Approach Zone</i>	0.10 (average parcel size ≥ 10.0 ac.)	50	100	30%	<ul style="list-style-type: none"> <li>› Children's schools, day care centers (&gt; 15 children), libraries</li> <li>› Hospitals, nursing homes</li> <li>› Buildings with &gt; 2 habitable floors above ground</li> <li>› Highly noise-sensitive uses (e.g., outdoor theaters)</li> <li>› Aboveground bulk storage of hazardous materials <sup>9</sup></li> <li>› Critical community infrastructure facilities <sup>10</sup></li> <li>› Hazards to flight <sup>8</sup></li> </ul>	<ul style="list-style-type: none"> <li>› Locate structures maximum distance from extended runway centerline</li> <li>› Minimum NLR of 25 dB in residences (including mobile homes) <sup>11</sup></li> <li>› NCALUC airspace review required for objects &gt; 3,106 feet MSL west of Airport and 3,192 feet MSL east of Airport <sup>12</sup></li> <li>› Aviation easement dedication</li> </ul>
<b>B2</b>	<i>Sideline Zone</i>	0.33 (average parcel size ≥ 3.0 ac.)	100	300	No Req't	Same as Zone B1	<ul style="list-style-type: none"> <li>› Locate structures maximum distance from runway</li> <li>› Minimum NLR of 25 dB in residences (including mobile homes) <sup>11</sup></li> <li>› NCALUC airspace review required for objects &gt; 3,106 feet MSL <sup>12</sup></li> <li>› Aviation easement dedication</li> </ul>
<b>C</b>	<i>Inner Turning Zone and Extended Approach Zone</i>	0.5 (average parcel size ≥ 2.0 ac.)	100	300	20%	<ul style="list-style-type: none"> <li>› Children's schools, day care centers (&gt; 15 children), libraries</li> <li>› Hospitals, nursing homes</li> <li>› Buildings with &gt; 3 habitable floors above ground</li> <li>› Highly noise-sensitive uses (e.g., outdoor theaters)</li> <li>› Hazards to flight <sup>8</sup></li> </ul>	<ul style="list-style-type: none"> <li>› Minimum NLR of 20 dB in residences (including mobile homes) <sup>11</sup></li> <li>› NCALUC airspace review required for objects &gt; 3,106 feet MSL west of Airport and 3,192 feet MSL east of Airport <sup>12</sup></li> <li>› Recorded overflight notice required</li> </ul>
<b>D</b>	<i>Traffic Pattern Zone</i>	4.0 and 20.0 in Urban Overlay Zone D*	200 and No Limit in Urban Overlay Zone D*	600	10%	<ul style="list-style-type: none"> <li>› Highly noise-sensitive uses</li> <li>› Hazards to flight <sup>8</sup></li> </ul>	<ul style="list-style-type: none"> <li>› NCALUC airspace review required for objects &gt; 3,207 feet MSL</li> <li>› Recorded overflight notice required</li> <li>› Children's schools, hospitals, nursing homes discouraged <sup>13</sup></li> </ul>
<b>E</b>	<i>Other Airport Environs</i>	No Limit <sup>15</sup>			No Req't	<ul style="list-style-type: none"> <li>› Hazards to flight <sup>8</sup></li> </ul>	<ul style="list-style-type: none"> <li>› Airspace review required for objects &gt; 3,257 feet MSL</li> <li>› Real estate disclosure required</li> <li>› Major spectator-oriented sports stadiums, amphitheaters, concert halls discouraged beneath principal flight tracks <sup>14</sup></li> </ul>
	<i>Height Review Overlay Zone</i>	Same as Underlying Compatibility Zone			Not Applicable	Same as Underlying Compatibility Zone	<ul style="list-style-type: none"> <li>› Airspace review required for objects &gt; 35 feet tall <sup>12</sup></li> <li>› Aviation easement dedication</li> </ul>

Table 2A

## Basic Compatibility Criteria




Zone	Noise and Overflight Factors	Safety and Airspace Protection Factors
<b>A</b> Runway Clear Zone	<i>Noise Impact: Very High</i> <ul style="list-style-type: none"> <li>▶ Mostly above CNEL 65 dB</li> </ul>	<i>Risk Level: Very High</i> <ul style="list-style-type: none"> <li>▶ Includes Runway Protection Zones and Building Restriction Line as indicated on Airport Layout Plan (ALP) drawing</li> <li>▶ Nearly 40% of off-runway general aviation accidents near airports occur in this zone</li> <li>▶ Object heights restricted to &lt;35 feet in some areas</li> </ul>
<b>B1</b> Inner Approach Zone	<i>Noise Impact: High</i> <ul style="list-style-type: none"> <li>▶ Typically above CNEL 60 dB</li> <li>▶ Single-event noise sufficient to disrupt wide range of land use activities including indoors if windows open</li> </ul>	<i>Risk Level: High</i> <ul style="list-style-type: none"> <li>▶ Encompasses areas overflowed by aircraft at low altitudes—typically only 200 to 400 feet above the runway elevation.</li> <li>▶ Some 10% to 20% of off-runway general aviation accidents near airports take place here</li> <li>▶ Object heights restricted to &lt;35 feet in some areas</li> </ul>
<b>B2</b> Sideline Zone	<i>Noise Impact: Moderate to High</i> <ul style="list-style-type: none"> <li>▶ Mostly above CNEL 60 dB</li> <li>▶ Exposed to loud single-event noise from takeoffs and jet thrust-reverse on landing; also from pre-flight run-ups</li> </ul>	<i>Risk Level: Low to Moderate</i> <ul style="list-style-type: none"> <li>▶ Area not normally overflowed by aircraft; primary risk is with aircraft (especially twins) losing directional control on takeoff</li> <li>▶ About 3% of off-runway general aviation accidents near airports happen in this zone</li> <li>▶ Object heights restricted to &lt;35 feet in some areas</li> </ul>
<b>C</b> Inner Turning Zone and Extended Approach Zone	<i>Noise Impact: Moderate</i> <ul style="list-style-type: none"> <li>▶ May exceed CNEL 55 dB</li> <li>▶ Primary aircraft traffic pattern south of airport</li> <li>▶ Aircraft typically at or below 1,000-foot traffic pattern altitude; individual events occasionally loud enough to intrude upon indoor activities</li> </ul>	<i>Risk Level: Moderate</i> <ul style="list-style-type: none"> <li>▶ Includes areas where aircraft turn from base to final approach legs of standard traffic pattern and descend from traffic pattern altitude</li> <li>▶ Zone also includes areas where departing aircraft normally complete transition from takeoff power and flap settings to climb mode and have begun to turn to their en route heading</li> <li>▶ Minimal aircraft traffic north of airport except by fire attack aircraft during fire season</li> <li>▶ Some 10% to 15% of off-runway general aviation accidents near airports occur here</li> <li>▶ Object heights restricted to as little as 35 feet</li> </ul>
<b>D</b> Traffic Pattern Zone	<i>Noise Impact: Moderate</i> <ul style="list-style-type: none"> <li>▶ Noise more of a concern with respect to individual loud events than with cumulative noise contours</li> <li>▶ Portions of the 55-CNEL contour extend into this zone</li> <li>▶ Traffic pattern north of airport is modified to account for high terrain northeast of airport</li> <li>▶ Urban Overlay Zone D* reflects relatively high ambient noise level of urbanized area</li> </ul>	<i>Risk Level: Low</i> <ul style="list-style-type: none"> <li>▶ About 20% to 30% of general aviation accidents take place in this zone, but the large area encompassed means a low likelihood of accident occurrence in any given location</li> <li>▶ Risk concern is primarily with uses for which potential consequences are severe (e.g. very-high-intensity activities in a confined area)</li> <li>▶ Airspace concern is generally with object heights &gt;100 feet above runway elevation except to northeast where terrain is higher</li> </ul>
<b>E</b> Other Airport Environs	<i>Noise Impact: Low</i> <ul style="list-style-type: none"> <li>▶ Beyond the 55-CNEL contour</li> <li>▶ Occasional overflights intrusive to some outdoor activities</li> </ul>	<i>Risk Level: Low</i> <ul style="list-style-type: none"> <li>▶ Risk concern only with uses for which potential consequences are severe (e.g. very-high-intensity activities in a confined area)</li> </ul>
 Height Review Overlay Zone	<i>Noise Impact: Low</i> <ul style="list-style-type: none"> <li>▶ Individual noise events slightly louder because high terrain reduces altitude of overflights</li> </ul>	<i>Risk Level: Moderate</i> <ul style="list-style-type: none"> <li>▶ Modest risk because high terrain constitutes airspace obstruction</li> <li>▶ Key concern is tall single objects (e.g., antennas)</li> </ul>

Table 2B

## Compatibility Zone Delineation

To: [info@cityofgrassvalley.com](mailto:info@cityofgrassvalley.com)

Subject: Public Comment on Proposed InConcert Sierra Whispering Pines Specific Plan Amendments, Use Permit and Development Permits (22PLN-18).

The City of Grass Valley has a Energy Action Plan that includes a target of 100% of new construction meeting Title 24 Green Building and Energy Efficiency Standards and a target of 100% of new developments meeting State required Zero-Net-Energy Goals by 2035.

### **Whispering Pines Project**

With the adding of a new roof to the building at the Whispering Pines site, I ask that the project install roof-top solar on the roof to meet the goals of the Energy Action Plan. The conceptual drawing appears to show that the roof won't be shaded by vegetation.

To meet zero-net energy goals, it also would be prudent to eliminate the use of natural gas and make the buildings be all-electric. Backup storage could be provided, but it may not be necessary since an event scheduled to occur during a PSPS would probably be cancelled since the probable attendees would have more to worry about than attending a concert. Note: Nearly 60% of new homes nationwide are all-electric.

### **Energy Action Plan:**

Strategy 2.1: Prepare for the inclusion of renewable energy systems in new construction and large retrofit projects in order to meet California Zero Net Energy Goals by providing informational materials when available.

These informational materials could include a checklist of actions that would help meet the Energy Action Plan goals, such as roof-top solar, LED lighting, and electric space heating and appliances. Other items for community benefit include walkable community options, nearby public transit, smoke-free buildings and playground access.

### **Conclusion**

I would suggest that. In the future, when a new development such as Whispering Pines is proposed, that the City of Grass Valley suggest to the developer that the plans submitted be zero carbon energy eliminating any use of fossil fuels as an energy source. This would eliminate the need for extensive retrofitting in the future.

Thank you for your consideration.

Don Rivenes, Member of the Grass Valley Energy Action Plan Working group  
108 Bridger Ct  
Grass Valley CA 95945



**Taylor Day**

---

**From:** John Bush [REDACTED]  
**Sent:** Tuesday, September 20, 2022 1:08 PM  
**To:** Public Comments  
**Subject:** InConcert Sierra's Crown Point community center project

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

Greetings,

I wish to express my support for InConcert Sierra's Crown Point community center project. I have lived in Western Nevada County for 25 years and have seen a number of attempts to establish a full spectrum performing arts center began and ultimately disband. I believe the proposed project of InConcert Sierra has a very strong possibility of succeeding for the following reasons:

1. The vibrant and growing arts community is an essential element of the economic and cultural life of our community. Studies by the Nevada County arts Council have demonstrated this fact.
2. This project is not an attempt to find land and to correct a building. The land and the building exist and are eminently suitable for the necessary remodeling and updating required by the project.
3. The project is well-funded and appears to be on track to obtain the necessary monies to complete the project.
4. The project is designed not as a niche for InConcert Sierra, but as a full spectrum center to be used by the arts community, businesses, governmental agencies, and non-profit and civic organizations.
5. The completion of the project may will be an essential element in the continued growth of Nevada County as we attract new residents, visitors, and businesses to become part of our growing and dynamic community.

I respectfully ask that InConcert Sierra's Crown Point Community Center project be approved.

Sincerely,

John Bush, PsyD

## Taylor Day

---

**From:** John & Nina Stillwell [REDACTED]  
**Sent:** Monday, September 19, 2022 6:04 PM  
**To:** Public Comments  
**Subject:** Crown Point Community Project

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

I am writing to voice my support for InConcert Sierra's Crown Point Community project.

It would be great for all that live in Nevada County to have a performance space and event center which would attract performers to the area and provide a venue to encourage youth participation in an excellent facility.

InConcert Sierra is a well-supported organization run by caring and meticulous professionals and I have confidence that what they are proposing will be done with the highest quality.

Nina Stillwell

## Taylor Day

---

**From:** Aimee Retzler [REDACTED]  
**Sent:** Monday, September 19, 2022 2:12 PM  
**To:** Public Comments  
**Subject:** Letter of Support for InConcert Sierra's Crown Point community project

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

Dear Grass Valley planning commission members,

I am writing to voice my support for InConcert Sierra's Crown Point community project.

This building will fill a significant number of arts and other community needs: create a 10,000 square foot, state-of-the-art, acoustic concert hall; a Blackbox theater; and a conference/event space with an adjoining, already existing kitchen. There are no venues such as this within a 50-mile radius that have the amenities needed to support the growth of our nonprofit sector.

I got an opportunity to tour the building several months ago at the invitation of Ken and Julie Hardin. I got super excited about the potential this has for InConcert Sierra, and for the larger community as a whole. Sierra Harvest is accustomed to hosting several large events each year in support of our local food and farming community. This venue is ideal to host our annual Sustainable Food & Farm Conference, our annual fundraising luncheon, and other educational events.

I strongly support this project and think it will create a sustainable future for the Grass Valley/Nevada City arts and culture district, encourage tourism, expand city and county revenues, and provide for community vitality that will enhance our highly desirable area.

Thank you for your time and consideration,



Aimee Retzler  
 Executive Director  
 she/her



[www.sierraharvest.org](http://www.sierraharvest.org) | 530.265.2343  
 313 Railroad Ave. Suite 201 | Nevada City, CA 95959

*Now is the perfect time to get to know your local farms! Shop the [Nevada County Food & Farm Guide](#) to get to know local growers, what they grow, and where to buy. Or visit us for U-Pick at [Food Love Farm](#), open for the whole family to harvest veggies, herbs, and flowers each Tuesday from 4 – 7 from now until November.*



**Taylor Day**

---

**From:** Lance Goddard [REDACTED]  
**Sent:** Monday, September 19, 2022 12:59 PM  
**To:** Public Comments  
**Subject:** Crown Point Community Project

[You don't often get email from [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Dear members of the Planning Commission,

I am writing to express my wholehearted support for the proposal by InConcert Sierra to establish this project. We bought property here in 1992 and have watched the community grow and prosper. The idea of such a project and the potential venues it will provide will help to make this a destination for additional visitors as well as to enhance the local life in so many ways. In addition to bringing in visitors the arts and culture of our community will be enriched greatly by this project.

Thank you for the opportunity to comment on this amazing proposal.

Sincerely,

Lance Goddard

**Taylor Day**

---

**From:** Susie Monary-Wilson [REDACTED]  
**Sent:** Monday, September 19, 2022 12:35 PM  
**To:** Public Comments  
**Subject:** Support for InConcert Sierra's Performing Arts Center

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

Dear planning commission members,

We are writing to voice our support for InConcert Sierra's Crown Point Community project.

This building will fill a significant number of arts and other community needs: create a 10,000 square foot, state-of-the-art, acoustic concert hall; a Blackbox theater; and a conference/event space with an adjoining, already existing kitchen. There are no venues such as this within a 50-mile radius; InConcert and nonprofit organizations and community groups and members will be able to utilize the building for a myriad of unmet events and meeting needs.

We strongly support this project and think it will create a sustainable future for the Grass Valley/Nevada City arts and culture district, encourage tourism, expand city and county revenues, and provide for community vitality that will enhance our highly desirable area. We hope you will support this wonderful endeavor.

Sincerely,  
Susie Monary-Wilson  
John Wilson  
14444 Homburg Way  
Nevada City



**Taylor Day**

---

**From:** Valarie Bush [REDACTED]  
**Sent:** Monday, September 19, 2022 8:45 AM  
**To:** Public Comments  
**Subject:** Planning Commission InConcert Sierra

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

September 16, 2022

I am writing to the members of the Planning Commission to voice my support for InConcert Sierra's Crown Point Community project.

I have supported the arts in Nevada County for over 25 years ago. I believe it is crucial that we continue to build out Grass Valley's environment, recreation, arts, and education. These are drivers for a successful, attractive, enriching, and strong economy and community.

This complex will fill a significant number of arts and other community needs: its 10,000 square foot, state-of-the-art, acoustic concert hall; Blackbox theater; and a conference/event space with an adjoining, already existing kitchen are very much needed. There are no venues such as this within a 50-mile radius; InConcert Sierra and nonprofit organizations and community groups and members will be able to utilize the building for a myriad of unmet events and meeting needs.

Importantly, because of the facility's large size and the existing 500KW emergency generator with an uninterrupted power supply, the building can be used as an emergency shelter/staging area for disaster and crisis response.

I strongly support this project and think it will create a sustainable future for the Grass Valley/Nevada City arts and culture district, encourage tourism, expand city and county revenues, and provide for community vitality that will enhance our highly desirable area.

Kind regards,

Valarie Bush

[valarie@choosewellnessnow.com](mailto:valarie@choosewellnessnow.com)

[www.choosewellnessnow.com](http://www.choosewellnessnow.com)

530/575-1865

Choose Wellness Now

**Taylor Day**

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**From:** Linda Lyon [REDACTED]  
**Sent:** Sunday, September 18, 2022 4:57 PM  
**To:** Public Comments  
**Cc:** Julie Hardin  
**Subject:** InConcert Sierra's Crown Point Community project

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

Hello,

I am writing this email to show my strong support for InConcertSierra's proposed building project on Crown Point Circle.

This project will not only house InConcertSierra, but also Music in the Mountains. Both organizations deserve an acoustical theater that showcases their respective talents. It will also offer Sierra Stages a brand new box theater that offers a myriad of opportunities to stage a variety of plays.

No where close to Grass Valley can one find such a venue; I believe the closest is the Harris Center in Folsom and that is not an easy drive, particularly in the evenings or during inclement weather.

The opportunity to have a world class performing arts center in Grass Valley will attract the businesses and talent Grass Valley desires; It will boost our hospitality industry and attract more residents.

The possibilities for the venue are limited to one's imagination; perhaps art shows, a dance studio, wedding receptions, business meetings and student activities.

I highly encourage you to support this venture, as it is an excellent addition to our community.

Thank you,

Linda Lyon  
19227 Windmill Lane  
Grass Valley, CA 95949  
530-274-8644

**Taylor Day**

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**From:** jeffrey leiter [REDACTED]  
**Sent:** Sunday, September 18, 2022 12:26 PM  
**To:** Public Comments  
**Subject:** Re Planning Commission InConcert Sierra

[You don't often get email from [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

September 16, 2022

Members of the Grass Valley Planning Commission,

I have been supporting the arts ever since I moved here over 20 years ago. As you leaders know one of Grass Valley's most important assets is its top notch environment, recreation, arts, and education. These are drivers for a successful, enriching, and strong economy.

The new acoustic concert hall being proposed by InConcert Sierra with an adjoining black box theater and conference facility would greatly enhance our already desirable cultural and economic success. There is no other facility with these qualities (especially an acoustical concert hall) within 50 miles.

I ask you to vote in favor of the variance to allow InConcert Sierra (this is our 75th year) the right to invest in our community by building this multi-million dollar facility.

We have meant with and have the support of the arts and cultural community.

Much thanks for your consideration.

JEFF Leiter, Former Mayor, City of Berkeley

12440 Gayle Lane, Nevada City  
[jsleiter@mac.com](mailto:jsleiter@mac.com)



**Taylor Day**

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**From:** Barry and Bonnie Howard [REDACTED]  
**Sent:** Sunday, September 18, 2022 12:14 PM  
**To:** Public Comments  
**Subject:** Comments for Sept 20 Planning Commission meeting

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

Dear Planning Commission Members,

I am writing in support of two proposed projects before the commission on September 20:

1) InConcert Sierra's proposed Crown Point Community Project.  
The proposed creation of an acoustic Concert Hall, Conference Center, and Black Box Theater fills current gaps within our local infrastructure that will create a positive economic resource for our community. This project also provides much needed venue spaces for our nonprofit and for-profit arts groups and businesses, as well as a positive impact on tourism, another crucial economic driver.

I strongly encourage your support of this project.

2) Bright Futures for Youth/NEO building renovation project  
This project is another important and necessary venue for our local youth and homeless population that will strengthen the fabric of our community by creating a safety net for those in need.

Thank you,  
Barry and Bonnie Howard  
12313 Banner Mountain Trail  
Nevada City, CA 95959

## Taylor Day

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**From:** Peter Mason [REDACTED]  
**Sent:** Sunday, September 18, 2022 12:03 PM  
**To:** Public Comments  
**Subject:** InConcert Sierra Project - 125 Crown Point

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

September 18, 2022

To: Grass Valley Planning Commission

Re: *InConcert Sierra Project – 125 Crown Point Court*

I am writing to urge the Planning Commission and City of Grass Valley to approve the Project proposed by InConcert Sierra for 125 Crown Point Court.

The Grass Valley and Nevada City communities have a long history of supporting the performing arts, including music, theater, and dance. The InConcert Sierra Project builds upon this history and fills at least two needs in the community: (i) the creation of an acoustic concert hall; and (ii) the creation of a small flexible theater space (or a “black-box theatre”).

**Concert Hall:** While the community has several venues for performances, none is designed to support the concerts presented InConcert Sierra and the other longstanding classical music organization in the community, Music in the Mountains. Although both InConcert Sierra and Music in the Mountains have been able to find and adapt to the available venues, compromises have been made in programming and in the audience experience. The creation of a dedicated acoustic concert hall as part of the InConcert Sierra Project would allow for more diverse programming and an improved audience experience and would support the future growth of classical music and other acoustic music performances in the community.

**Black Box Theatre:** At present, the only venue available in Grass Valley and Nevada City for community theater productions is the Nevada Theatre. The Nevada Theatre is a blessing for community theater groups, but demand for production slots exceeds supply. In addition, as a larger venue with 240 seats, it is relatively expensive for community theater groups to mount a production at the Nevada Theatre and a challenge to fill the seats. Having a Black-Box Theatre with a smaller capacity as part of the InConcert Sierra Project would immediately double the number of venues available for community theater productions and would create opportunities for more productions by existing and future community theater groups.

For the reasons set forth above, I would like to express my strong support for the Planning Commission and City approvals of the InConcert Sierra Project.

Peter Mason

PS. I have been executive director for Sierra Stages (one of the existing community theater groups) since its inception in 2008, and am a resident of the City of Grass Valley.



**Taylor Day**

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**From:** Joan Goddard [REDACTED]  
**Sent:** Saturday, September 17, 2022 3:47 PM  
**To:** Public Comments  
**Subject:** Crown Point Community project

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

Dear planning commission members,

I am wholeheartedly in favor of the InConcert Sierra's Crown Point Community project.

This building on Crown Point Circle will fill a significant number of arts and other community needs: create a 10,000 square foot, state-of-the-art, acoustic concert hall; a Blackbox theater; and a conference/event space with an adjoining, already existing kitchen. There are no venues such as this within a 50-mile radius; InConcert and nonprofit organizations and community groups and members will be able to utilize the building for a myriad of unmet events and meeting needs.

This will be a big WIN for our community! A complex such as this will create a sustainable future for the Grass Valley/Nevada City arts and culture district, encourage tourism, expand city and county revenues, and provide for community vitality that will enhance our highly desirable area.

I know you will appreciate the value of this project. Just imagine the possibilities!

Sincerely,

Joan Goddard

[530] 477-7509

Sent from my iPad

**Taylor Day**

**From:** Vivian Tipton [REDACTED]  
**Sent:** Saturday, September 17, 2022 3:13 PM  
**To:** Public Comments  
**Subject:** support of InConcert Sierra's Crown Point Community project

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

Dear planning commission members,

I am writing to voice my support for InConcert Sierra's Crown Point Community project. As the executive director for Hospice of the Foothills, the prospect of a conference center and additional event space would fill a gap we often experience in planning for our education of clinical staff, and fundraising events.

As a community member whose children and grandchildren reside in the community, I am excited for the cultural and economic value this venue will bring to our community.

This building will fill a significant number of arts and other community needs: create a 10,000 square foot, state-of-the-art, acoustic concert hall; a Blackbox theater; and a conference/event space with an adjoining, already existing kitchen. There are no venues such as this within a 50-mile radius; InConcert and nonprofit organizations and community groups and members will be able to utilize the building for a myriad of unmet events and meeting needs.

I strongly support this project and think it will create a sustainable future for the Grass Valley/Nevada City arts and culture district, encourage tourism, expand city and county revenues, and provide for community vitality that will enhance our highly desirable area.

Thank you...

Viv Tipton



**Viv Tipton**  
 Executive Director  
 Hospice of the Foothills  
 11270 Rough and Ready Hwy  
 Grass Valley, CA 95945

**Taylor Day**

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**From:** Sheila Baker [REDACTED]  
**Sent:** Saturday, September 17, 2022 3:02 PM  
**To:** Public Comments  
**Cc:** Julie Hardin  
**Subject:** InConcert Venue - Grass Valley

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

Dear planning commission members,

I am writing to voice my support for InConcert Sierra's Crown Point Community project to be located on Crown Point Circle.

This building will fill a significant number of arts and other community needs: create a 10,000 square foot, state-of-the-art, acoustic concert hall; a Blackbox theater; and a conference/event space with an adjoining, already existing kitchen. There are no venues such as this within a 50-mile radius; InConcert and nonprofit organizations and community groups and members will be able to utilize the building for a myriad of unmet events and meeting needs.

I strongly support this project and think it will create a sustainable future for the Grass Valley/Nevada City arts and culture district, encourage tourism, expand city and county revenues, and provide for community vitality that will enhance our highly desirable area.

Thank you,

Sheila Baker

629 E. Broad St, Nevada City, CA

530-265-3106



**Taylor Day**

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**From:** Charles Lindquist [REDACTED]  
**Sent:** Saturday, September 17, 2022 1:38 PM  
**To:** Public Comments  
**Subject:** Support for InConcert Sierra's Crown Point project

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

Dear planning commission members:

I am writing in support for InConcert Sierra's 125 Crown Point Circle project.

This building will fill a significant number of arts and other community needs: create a 10,000 square foot, state-of-the-art, acoustic concert hall; a Blackbox theater; and a conference/event space with an adjoining, already existing kitchen. There are no venues such as this within a 50-mile radius; InConcert and nonprofit organizations and community groups and members will be able to utilize the building for a myriad of unmet events and meeting needs.

Grass Valley and Nevada City in particular, as well as surrounding communities will all benefit from this, making our area a even more desirable area to visit and/or live in. I personally hope to attend many of the events that this facility will host. I personally am making a financial commitment to this project.

Regards

Charles Lindquist  
129 Horizon Circle  
Grass Valley, CA  
530-272-9325

**Taylor Day**

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**From:** Mary Anne Davis [REDACTED]  
**Sent:** Saturday, September 17, 2022 12:46 PM  
**To:** Public Comments  
**Subject:** Support for InConcert Sierra's Performing Arts Project

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

Dear Planning Commission Members,

I am writing in strong support of InConcert Sierra's proposed Crown Point Community Project.

As a resident of Nevada County for 35 years, I am so excited about the proposed creation of an acoustic Concert Hall, large Conference Center, and a Black Box Theater as presented by InConcert Sierra for our community's use. This project fills many gaps within our local infrastructure that will create a positive economic resource while providing much-needed venue spaces for our nonprofit as well as for-profit arts groups and businesses.

As a local event manager and producer, I can attest to the fact we need a larger venue to host nonprofit fundraisers and events, especially since the Foothills Event Center was sold and removed from the list of possible venues. (Yet even being too small, it did work for certain events).

As a musician, having more options for performance space would be incredible. Even more incredible would be an acoustic performance hall that we just don't have within at least 50 miles.

As someone who believes tourism is very important to the viability of our future, I know people would travel to attend performances and events here, utilize our hotels and restaurants and shop in our stores. It's a win-win-win.

I strongly encourage your support of this project. There is absolutely no downside to this project, and there are so many positives.

Thank you,

Mary Anne Davis  
Grass Valley, CA  
[REDACTED]



**Taylor Day**

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**From:** Ken Getz [REDACTED]  
**Sent:** Saturday, September 17, 2022 7:17 AM  
**To:** Public Comments  
**Subject:** Support for InConcert Sierra's Crown Point Community Project

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

Dear planning commission members,

I am writing to voice my support for InConcert Sierra's Crown Point Community project.

Besides the much-needed concert hall, this project will provide a theatrical venue that is even more needed. As the Center for the Arts has made its Off Center Stage unavailable to local community theater groups for the duration (and maybe permanently), there is currently only a single viable theater space in western Nevada County. Having a black-box theater available as part of this new project will be an invaluable resource to the community.

I strongly support this project and think it will create a sustainable future for the Grass Valley/Nevada City arts and culture district, encourage tourism, expand city and county revenues, and provide for community vitality that will enhance our highly desirable area.

Thank you.

Ken Getz

Music Director, Sierra Stages Community Theatre

[keng@sierrastages.org](mailto:keng@sierrastages.org)

**Taylor Day**

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**From:** Julie Hardin [REDACTED]  
**Sent:** Friday, September 16, 2022 12:29 PM  
**To:** Public Comments  
**Subject:** Support of upcoming projects before the GV planning commission

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

Dear Planning Commission Members,

I am writing in support of two proposed projects before the commission on September 20:

1) InConcert Sierra's proposed Crown Point Community Project.

The proposed creation of an acoustic Concert Hall, Conference Center, and Black Box Theater fills current gaps within our local infrastructure that will create a positive economic resource while providing much needed venue spaces for our nonprofit and for-profit arts groups and businesses - as well as a positive impact on tourism, another crucial economic driver.

I strongly encourage your support of this project.

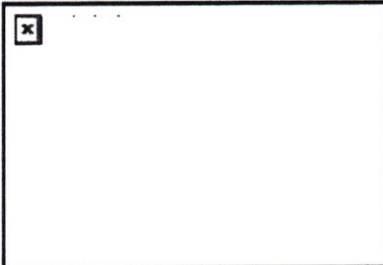
2) Bright Futures for Youth/NEO building renovation project

Another important and necessary venue for our local youth and homeless population that will strengthen the fabric of our community by creating a safety net for those in need.

Thank you,  
Julie Hardin

—  
**Julie Hardin, Executive Director**

530-273-3990 - office • 530-559-2181 - cell



**[Visit Website](#)**

**Taylor Day**

**From:** Chris Maher [REDACTED]  
**Sent:** Friday, September 16, 2022 11:02 AM  
**To:** Public Comments  
**Cc:** Jennifer Singer  
**Subject:** NEO Youth Center

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

Dear GV Planning Commission,

As a nearby property owner, BriarPatch Food Co-op whole-heartedly endorses the approval of Use Permit 22PLN-36, for the relocation and reopening of NEO Youth Center to 220 Litton Drive in Grass Valley. For over a decade, NEO (Bright Futures for Youth) has been a shining example of the good that can come when the community invests in the well-being of our area youth. NEO serves our community by offering a safe, supervised environment for teens and pre-teens to gather, play, and direct their creative energies in positive ways.

Further, BriarPatch and NEO have developed a strong neighborly relationship over the years. They have shared meeting space for our staff, and we have offered donations of food and drinks. We are proud and happy to know they are close by, and we look forward to many more years of community cooperation with them on Litton Drive.

Thank you for your part in building and strengthening our community.

Chris



Chris Maher

General Manager  
he/him/his

(530) 272-2667 X100 | Fax: (530) 272-5355

[chris@briarpatch.coop](mailto:chris@briarpatch.coop)

290 Sierra College Drive | Grass Valley | California | 95945





**Taylor Day**

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**From:** Gudrun Zomerland [REDACTED]  
**Sent:** Thursday, September 15, 2022 9:10 PM  
**To:** Public Comments  
**Subject:** Crown Point Project

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

Dear Planning Commission members:

I am writing in support for the Crown Point Community building proposed by InConcert Sierra.

I recently was part of a group of people invited by InConcert Sierra to view the Crown Point Building, to hear about their plans for the building, and the community outreach and support they had already received from various, interest groups for their project.

Since I am a classical music fan, I was delighted that they would finally have a true concert hall with the acoustics appropriate for the genre. They had also reached out to other art-oriented venues in the county who expressed strong interest in utilizing their space and a separate, multi-purpose theater. In addition, the building has enough room for a conference center, replete with a wonderful kitchen and cafeteria, that could be utilized by any business, locally or otherwise.

We were also told that they will have a huge generator that can turn the building into an emergency shelter, if the need for one should arise. With the numerous power outages we have had in Nevada County over the last few years and the constant danger of wildfires, this would be a truly blessed addition to the emergency resources in our county.

Given that our county is already growing into an attractive "lifestyle" choice for people from all over California and elsewhere, the Crown Point Building would provide even more quality in the form of improved artistic endeavors, and attract alternatives for businesses outside the county for conventions and retreats. All this could only increase business throughout the county,

I would love to see the Crown Point Community project come to fruition and urge you to vote yes on it.

Thank you, Gudrun Zomerland (resident of Penn Valley)

**Taylor Day**

---

**From:** Sara Langlands [REDACTED]  
**Sent:** Thursday, September 15, 2022 8:18 PM  
**To:** Public Comments  
**Subject:** In support of Crown Point Community project

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

To the Grass Valley Planning Commission,

I am writing to voice my support for InConcert Sierra's Crown Point Community project.

This is an exciting project that will fill a significant number of arts and other community needs—create a 10,000 square foot, state-of-the-art, acoustic concert hall; a Blackbox theater; and a conference/event space. There are no venues such as this within a 50-mile radius; InConcert Sierra and other nonprofit organizations and community groups will be able to utilize the building for a myriad of currently unmet needs.

Importantly, because of the facility's large size and the existing 500KW emergency generator with an uninterrupted power supply, the building can be used as an emergency shelter/staging area for disaster and crisis response.

I strongly support this project and think it will create a sustainable future for the Grass Valley/Nevada City arts and culture district, encourage tourism, expand city and county revenues, and provide for community vitality that will enhance our highly desirable area.

Thank you,  
Sara Langlands



**Taylor Day**

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**From:** K & S Porter [REDACTED]  
**Sent:** Wednesday, September 14, 2022 4:26 PM  
**To:** Public Comments  
**Subject:** Crown Point Community Project

[You don't often get email from [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

City of Grass Valley Planning Commission Members:

I'm writing to express my support for the proposed changes in zoning and permitted use of the building at 125 Crown Point Court. InConcert Sierra proposes to purchase the currently under-utilized building and convert it into a facility for a variety of community uses, including an acoustic concert hall, a "black box" theater, a large conference and meeting space with an adjoining food preparation area, and office space for multiple community nonprofit organizations.

Representatives from a variety of local organizations and government agencies have seen plans and toured the facility, and are virtually unanimous in support of the planned uses, and very anxious to have the conference and meeting space available due to a current lack of available space for rent.

I believe the proposed modifications will create a facility that will serve important community needs, and add to our area's ability to generate revenues from increased tourism.

I urge your support for the proposed zoning and usage changes.

Thank you for your consideration.

Keith Porter  
12968 Burma Rd.  
Grass Valley, CA 95945

[REDACTED]

**Taylor Day**

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**From:** Steve Mendoza [REDACTED]  
**Sent:** Wednesday, September 14, 2022 9:16 AM  
**To:** Public Comments  
**Subject:** Support for the Crown Point Community Project

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

Dear Planning Commission members:

I am writing to the members of the Planning Commission to voice my support for InConcert Sierra's Crown Point Community project.

This project will provide our community with a state-of-the-art, acoustic concert hall, a Blackbox theater, and a conference/event space with an adjoining, already existing kitchen. InConcert Sierra, other nonprofit organizations, and community groups and members will be able to utilize the building for a myriad of unmet events and meeting needs.

Additionally, because of the facility's large size and the existing 500KW emergency generator with an uninterrupted power supply, the building can be used as an emergency shelter/staging area for disaster and crisis response.

I strongly support this project and think it will be a tremendous boost to the local economy and create a sustainable and positive future for the Grass Valley/Nevada City arts and culture district and associated businesses.

Steve Mendoza  
Grass Valley

In response to the comments received on the InConcert Sierra Project (22PLN-18), staff offers the following for Planning Commission and City Council consideration. The following pages identify the comments received followed with a staff response addressing the specific environmental issue raised. The comments provided herein, identified in *italic text*, are listed in chronological order by date of receipt.

**Letter 1 – Email Correspondence received September 14, 2022, from Gary Pierazzi:**

*As you know, in February 2017 a lawsuit was filed, challenging the City's approval of two text amendments and its adoption of a Negative Declaration.*

*The lawsuit resulted in a settlement agreement by and between the City of Grass Valley and Citizens Advocating Responsible Development (CARD). Part of that settlement agreement was that the City conduct a Comprehensive Review of the Whispering Pines Specific Plan. (See settlement attachment)*

*In 2020 the City proposed a Negative Declaration and Text Amendment to the Whispering Pines Specific Plan for a different proposal. In response to that 2020 proposal, is the letter (attached) sent to the City reminding the City of the terms of the settlement, regarding the comprehensive review of the Specific Plan.*

**Response:** In accordance with applicable Sections 1.5 (a) & (b) the Settlement Agreement specifies that (a) "...the City agrees to initiate a comprehensive review of the Specific Plan, including designation and land uses, to determine whether any updates or amendments to the Specific Plan are necessary to allow an appropriate range of uses while mitigating impacts from such uses."

(b) As determined by the outcome of City's comprehensive review of the Specific Plan, City agrees to fully comply with the requirements of CEQA with regards to any update or amendments to the Specific Plan.

Staff acknowledges that it has yet to complete a comprehensive review of the Whispering Pines Specific Plan (WPSP) with the appropriate level of environmental review as outlined in the Settlement Agreement. Although the City has agreed to a comprehensive review of the WPSP, the Settlement Agreement does not bar the City from making minor amendments to the WPSP altogether.

To that end, although the InConcert Sierra Project under consideration amends the WPSP, the project constitutes a minor amendment of the WPSP that applies to a singular parcel with existing improvements. The 125 Crown Point Court property making up ±5.53 acres (APN: 009-700-063) contains an existing 41,600 square foot building with parking, landscaping, and lighting improvements. Except for a roof height increase and interior tenant improvements, the InConcert Sierra project will utilize existing improvements as is. No further development of the property is slated with the project.

The current uses permitted in the SP-1A Zone include Administrative and Research, Restricted Light Industrial, Warehouse/Showroom, Employment Center Support, Office/Professional Uses and Churches with a Use Permit. Upon review of the proposed project, the proposed InConcert Sierra uses are akin to the uses permitted in the SP-1A Zone.

Specifically, when evaluated from an environmental perspective, the contemplated uses are anticipated to be environmentally better than uses currently permitted in the SP-1A Zone. That is, the conclusions contained in the Initial Study/Mitigated Negative Declaration have determined that air quality and Vehicle Miles Traveled (VMT) impacts will be less impactful than existing permitted uses in the SP-1A Zone. Accordingly, it is Staff's opinion that Sections 1.5 (a) and (b) are inapplicable to the InConcert Sierra Project (22PLN-18) in that the project is not a comprehensive evaluation of the WPSP but a site-specific project applicable to the sole property of 125 Whispering Pines Court. The City acknowledges that a comprehensive review of the Specific Plan with appropriate level of environmental review is forthcoming per the Settlement Agreement.

## **Letter 2 – Presentation of Daniel Ketcham dated September 20, 2022:**

Presentation identifies three issues: 1) Parking Mitigation; 2) Parking Variance Requirement; and 3) Nevada County Airport Land Use Compatibility Determination.

*1. Parking Mitigation – “The staff report before you appropriately identifies that the proposed use will create a property that is extremely under parked. It is projected that for some events the property will be parking deficient by 321 parking spaces. And that appears to be based on a large assumption that all attendees will arrive via two persons per vehicle. The proffered solution? Attendees will simply park on neighboring properties. No need to worry about agreements to do so, as the applicant will address that when the need actually arrives. This proposal, from a land use planning perspective, is both nonsensical and frankly embarrassing. To deter a highly critical property, use requirement and NOT insure a proposed use has adequate parking from the inception, is simply negligent. Written agreements, ready for recordation, for reciprocal parking with neighboring properties should be a condition of approval...nothing less.”*

**Response:** The Whispering Pines Specific Plan Section B.4 c. specifies that parking for nonresidential uses shall be required in accordance with the Grass Valley Zoning Ordinance.

There are 204 off street parking spaces on the ±5.53-acre site. The Initial Study/Mitigated Negative Declaration identifies a parking deficiency for uses such as a full capacity Concert or where two of the contemplated uses Concert Hall (670 persons), Black Box Theater (175 persons) or Conference Center (350 persons) occur simultaneously. To this end, InConcert Sierra clarified proposed events and use of the building. A full capacity concert of 670 would preclude the use of other venues for separate events. If two uses occur simultaneously, they would not exceed 670 occupants in total. Typical occupancy of the Concert Hall is estimated to be 350; Conference Center is estimated to be typically 200; and Black Box Theater is estimated to be 75.

To calculate parking demand, the Traffic Study prepared for the project uses historical event ticket sales to project vehicle occupancy. (It should be noted that the ticket sales totals compiled were for yearly sales totals for the Year 2019 before the COVID shutdowns). These tickets sales were converted into number of vehicles by zip code using a 2.6 vehicle occupancy rate. For parking purposes, staff projected a more conservative vehicle occupancy rate of 2 persons per vehicle.

It is expected that on rare occasions, two of these uses could occur simultaneously, but all three uses would not occur simultaneously. InConcert Sierra has provided further clarification of the intended uses. A full



capacity Concert of 670 would preclude the use of other venues for separate events. If two uses occur simultaneously, they would not exceed 670 occupants in total. Typical occupancy of the Concert Hall is estimated to be 350; Conference Center is estimated to be typically 200; and Black Box is estimated to be 75. In accordance with Table 3-3 of the City's Development Code, the City's Parking Standard for Theaters, auditoriums, and places of assembly is 1 space for each 4 seats or 1 space for each 100 sf. of assembly area, whichever would yield more spaces. For the project, the 1 parking space per 4 seats yields more parking spaces. Based upon the number of seats as outlined above, the number of parking spaces required is 249 parking spaces. Using the City's Development Code Table 3-3 Parking Standards, the site is therefore deficient by 45 parking spaces. However, the Traffic Study prepared for the project utilizes historic ticket sales to project Vehicle Miles Traveled. These tickets sales were converted into number of vehicles by zip code using a 2.6 vehicle occupancy rate. Even if a more conservative estimate of attendees doubled up for each vehicle, this would amount to 335 ( $670/2=335$ ) vehicles or 131 on-site parking spaces short of the projected vehicle parking estimates. This shortage in parking is at issue with the City's Development Code parking standard, however, the applicant has indicated that negotiated parking agreements with adjoining property owners will provide additional off-street parking in adjacent property parking lots during evening and weekend operations as required to accommodate larger attended events. The lack of on-site parking may present a significant parking impact. However, the following mitigation measure would reduce this potential impacts to a less than significant level.

To ensure that parking is not at issue, the Planning Commission recommended that the Parking Mitigation be required prior to the issuance of a building permit vs. prior to the first capacity event for the tenant improvements as follows:

**TRANS 1 – Mitigation Measure:**

~~Prior to the first event in which two uses are occurring at the same time, requiring in excess of 204 parking spaces~~ **Prior to the issuance of a building permit**, the applicant shall submit off-site parking agreements for review and approval that satisfy the event attendance **in accordance with Section 17.36.080 et seq. of the City's Development Code**. The final parking agreements shall be for a duration that is commensurate with the event and shall be to the satisfaction of the Community Development Director and City Engineer.

The InConcert Sierra applicant is agreeable to the Mitigation Measure as recommended by the Planning Commission.

2. *Variance Requirement – “As this proposal does not meet current parking requirements, a Variance is, in fact, required and seemingly not part of this proposal? (Section 17.72.070 of the City's Development Code relating to Parking Variances was attached to the Presentation Letter).*

**Response:** Section 17.72.070. Variance Section 17.72.070 of the City's Development Code is not the governing section of the City's Development Code for the InConcert Sierra Project. Section 17.72.070 allows some or all the parking spaces required for a nonresidential project to be located off-site or allows in-lieu fees or facilities instead of the required on-site parking spaces provided Variance Findings are made in the affirmative.

This section of the City's Development Code has been applied to the City's Downtown District exclusively where off-street parking cannot be met, and no adjoining parking uses may be available. In



this instance, if there are adjoining parking opportunities, then some or all the parking spaces may be allocated off-site. If there are no other means for on-site or off-site parking, an applicant may pay parking in-lieu fees.

To allow a Variance for parking that allows either some or all the parking spaces to be located off-site or the payment of parking mitigation fees for the InConcert Sierra Project does not solve the deficiency in parking considering there is alternative parking solutions on adjoining parcels. As such, this section was inappropriately cited and does not apply to the InConcert Sierra Project.

The appropriate Section of the Development Code is Section 17.36.080 that permits a reduction in parking spaces with shared parking on adjoining properties. Specifically, Sections 17.36.080 A.1. and A.2 are the applicable parking sections of the City's Development Code:

**17.36.080 Reduction of parking requirements.**

**A. Shared On-Site Parking.**

1. Where two or more uses on the same site or adjacent parcels have distinct and differing peak parking usage periods (e.g., a theater and a bank), a reduction in the required number of parking spaces may be allowed in the following manner:
  - a. Upon approval of a minor use permit in compliance with Section 17.72.060, the Director may reduce the total parking space requirement by up to a maximum of twenty percent; or,
  - b. Upon approval of a use permit, in compliance with Section 17.72.060, the Commission may reduce the total parking space requirement by twenty percent or more.
2. Approval shall also require a recorded covenant running with the land, recorded by the owner of the parking lot, guaranteeing that the required parking will be maintained exclusively for the use served for the duration of the use.

**B. Reduction of Required Parking.** The review authority may reduce the number of parking spaces required by Section 17.36.040 (number of parking spaces required), above through the granting of a use permit or minor use permit (depending on the amount of reduction requested) in compliance with Section 17.72.060, based upon quantitative information provided by the applicant that documents the need for fewer spaces (e.g. sales receipts, documentation of customer frequency, information on parking standards required for the proposed land use by other cities, etc.).

The Parking Mitigation Measure recommended by the Planning Commission provides further clarification that the project shall be mitigated in accordance with Section 17.36.080 of the City's Development Code.

Section 17.72.070 of the City's Development Code is not the applicable section of the City's Development Code for the InConcert Sierra Project. Section 17.72.070 allows some or all the parking spaces required for a nonresidential project to be located off-site, or to allow in-lieu fees or facilities instead of the required on-site parking spaces provided the following Variance Findings are made in the affirmative:

- a. The Variance will be an incentive to, and a benefit for, the nonresidential development; and,
- b. The variance will further facilitate access to the nonresidential development by users of public transit facilities and other modes of transportation.

The application of this section of the City's Development Code has been applied to the City's Historic Downtown District where off-street parking cannot be met, and no adjoining parking uses are available.



In this instance, if there are adjoining parking opportunities then some or all the parking spaces may be allocated off-site. If there are no opportunities for on-site or off-site parking, an applicant may pay parking in-lieu fees or facilities instead of the required parking facilities. To allow a Variance for parking that allow either some or all the parking spaces to be located off-site or the payment of parking mitigation fees for the InConcert Sierra Project will not solve the need to project specific parking. Accordingly, this section does not apply to the InConcert Sierra Project.

*3. Overflight Zone Determination – “In his letter of August 23, Mike Woodman, Executive Director, Nevada County Transportation Commission essentially said “all good to go” as to the compatibility of this proposed use and the proximity to the Nevada County Airport. However, I can assure you such is NOT the case. The 1983 Whispering Pines Specific Plan recognized the risk of allowing uses that would permit a high concentration of persons in a given building. For an example, the exact proposal before you this evening. Appropriately, such uses were precluded in the-then small and narrow overflight zone along Whispering Pines Lane at Brunswick Road. I can assure you that departure flight patterns have changed significantly since 1983. Similarly, the 2011 Airport Land Use Compatibility Plan entirely failed to recognize that the almost daily summertime parade of Cal Fire Bombers fly a southbound departure route directly over this very property. Last week during the Mosquito Fire, the bombers were making low elevation departures every 11-13 minutes, with one day making approximately 80 flights over this structure. What happens when a bomber loses an engine on departure at low elevation? They immediately hit the drop button and the full load is dropped in five seconds. Depending upon the elevation, the drop can crush everything below on the ground....including structures.”*

*See page 2-24 where risk level in Zone D states that 20% to 30% of aviation accidents take place in this zone. I quote: Risk concern is primary with uses for which potential consequences are severe. For example, very high intensity activities in a confined area. This describes exactly what is proposed before you.”*

**Response:** Mike Woodman, Executive Director, Nevada County Airport Land Use Commission provided correspondence dated August 23, 2022, stating that after reviewing the project details and the proposed number of event attendee and employees on site, it was determined that the proposed project does not contain characteristics likely to result in inconsistencies with the compatibility criterial set forth in the Nevada County Airport Land Use Compatibility Plan and gives the approval of the project, on behalf of the Nevada County Airport Land Use Commission (NCALUC).

Supplemental correspondence dated October 13, 2022, substantiating the conclusions of the August 23, 2022, correspondence has also been provided in **Exhibit G** of the Initial Study/Mitigated Negative Declaration.

### **Letter 3 – Correspondence from Don Rivenes:**

*With the adding of the new roof to the building at the Whispering Pines site, I ask that the project install roof-top solar on the roof to meet the goals of the Energy Action Plan. The conceptual drawing appears to show that the roof won't be shaded by vegetation.*

*To meet zero-net energy goals, it would be prudent to eliminate the use of natural gas and made the buildings be all electric. Backup storage could be provided, but it may not be necessary since an event*

*scheduled to occur during a PSPS would probably be cancelled since the probable attendees would have more to worry about than attending a concert. Note: Nearly 60% of new homes nationwide are all electric.*

**Response:** The City has adopted the CA Green Building Code. The applicant shall be required to comply with the applicable Green Building Code at the time of building permit application completeness.



## City of Grass Valley City Council Agenda Action Sheet

**Title:** CDBG Memorial Park Facilities Improvement Project - Grand Opening

**Recommendation:** That Council select a date and time for a grand opening/ribbon cutting ceremony.

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

**Council Meeting Date:** 10/25/2022

**Date Prepared:** 10/19/2022

**Agenda:** Administrative

**Background Information:** On May 11, 2021, the City Council awarded the construction for the CDBG Memorial Park Facilities Improvement Project. The project involved a complete overhaul of the existing swimming pool, softball field upgrades, restroom replacement, and the addition of two pickleball courts and one basketball court, among other park improvements.

Now, a little over a year from the start of construction, the contract is substantially complete. The only remain work relates to the installation of some new street lighting, and the contractor is still waiting on the delivery of light poles.

Staff would like to set a date and time for a grand reopening of the park, including a ribbon cutting and tour of the new improvements.

**Council Goals/Objectives:** The action executes portions of work tasks towards achieving/maintaining Strategic Plan - Recreation and Parks.

**Fiscal Impact:** The project is proposed to be fully funded in the FY 2021/2022 CIP Budget with CDBG, Water Rate and Measure E funds.

**Funds Available:** Yes

**Account #:** Various

**Reviewed by:** City Manager

**Attachments:** N/A