



GRASS VALLEY

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

Tuesday, September 08, 2026 at 6:00 PM

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

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

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Web Site: www.cityofgrassvalley.com

AGENDA

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

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

MEETING NOTICE

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

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

Members of the public are encouraged to submit public comments via voicemail at (530) 274-4390 and email to public@cityofgrassvalley.com. 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. 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, subject to City staff's ability to post the documents before the meeting.

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

REPORT OUT OF CLOSED SESSION

INTRODUCTIONS AND PRESENTATIONS

1. Community Organizations Active in Disaster (COAD) Presentation

CITY UPDATE

2. The Feral Land Project Mosaic Fuels Treatment presentation

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

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

3. Approval of the Regular Meeting Minutes of August 28, 2026.

Recommendation: Council approve minutes as submitted.

4. Appointment of Councilmember Arbuckle as the voting delegate and Mayor Hodge as alternate for the League of California Cities 2026 Annual Conference meeting

CEQA: Not a Project

Recommendation: That Council appoints Councilmember Arbuckle as the voting and Mayor Hodge as the alternate for the 2026 League Annual Conference on September 23-25, 2026.

5. Purchase of Bobcat E-55 Excavator

CEQA: Not a project

Recommendation: That Council authorize the City Manager to sign/execute the purchase agreement.

6. **Title:** Resolution Electing to Cease to Be Subject to the Public Employees' Medical and Hospital Care Act with Respect to Management/Supervisory Employees (001 Management/Supervisory).

CEQA: Not a Project.

Recommendation: Adopt Resolution No. 2026-47, electing the City of Grass Valley to cease to be subject to the Public Employees' Medical and Hospital Care Act (PEMHCA) with respect to recognized Management/Supervisory employees, effective December 31, 2026.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

7. Agreement with the Nevada County Historical Society for Digital Scanning and Preservation of Historical Records

CEQA: Not a Project

Recommendation: That Council approve the Agreement between the City of Grass Valley and the Nevada County Historical Society (NCHS) for the digital scanning and preservation of historical records and authorize the Deputy City Manager to execute the Agreement, subject to legal review.

BRIEF REPORTS BY COUNCIL MEMBERS

CONTINUATION OF PUBLIC COMMENT

ADJOURN

POSTING NOTICE

This is to certify that the above notice of a meeting of The City Council, scheduled for Tuesday, September 8, 2025, at 6:00 p.m., was posted at city hall, easily accessible to the public, as of 5:00 p.m. Friday, September 4, 2026.

Taylor Whittingslow, City Clerk

MOSAIC FUELS TREATMENT

Grass Valley, California



CITY COUNCIL CONSIDERATION PACKET

Sierra Nevada Conservancy Wildfire and Forest Resilience
Directed Grant Program - Full Application Support

PURPOSE

Request City support and coordination for completion of the MFT full grant application, including acreage verification, CEQA, and technical information.

PREPARED FOR

City of Grass Valley City Council

MEETING DATE

September 8, 2026



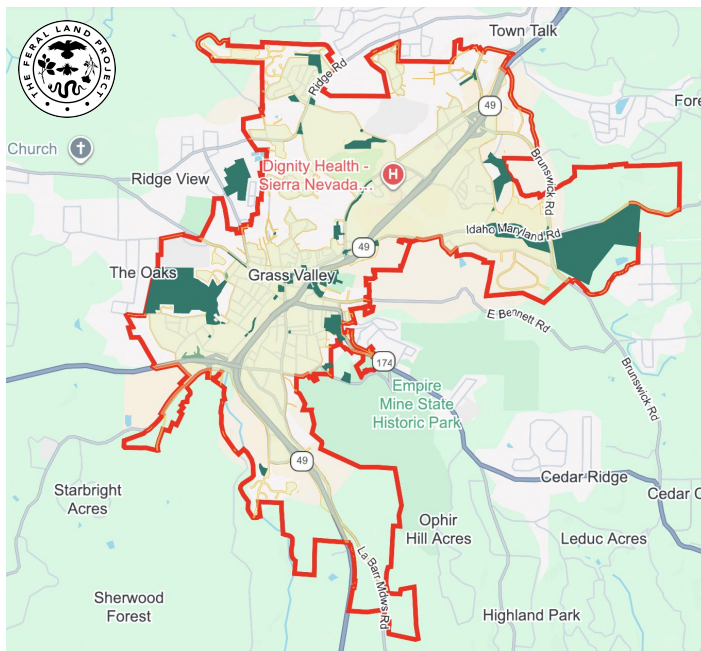
What We Do

- Native planting
- Habitat restoration
- Wildfire resilience
- Invasive management
- Long-term stewardship

Our Work in Grass Valley and With Local Partners

- NCRCD
- Bear Yuba Land Trust
- Grass Valley Measure B
- Consultation
- Native plant propagation
- Field work
- Planting/design support





Grass Valley Mosaic Fuels Treatment

Approximate project area based on
current City GIS data

 City Boundary
 Estimated
Treatment area



**Before Mosaic
Fuels Treatment**



**After Mosaic Fuels
Treatment**



**Before Mosaic
Fuels Treatment**



**After Mosaic Fuels
Treatment**



Eureka St

Before Mosaic Fuels Treatment



Concept

After Mosaic Fuels Treatment

The Mosaic Fuels Treatment Will

- Reduce wildfire risk
- Protect neighborhoods and evacuation routes
- Improve forest health
- Control invasive vegetation
- Restore native vegetation
- Establish long-term stewardship



www.theferallandproject.org

What we need from the City

- Staff coordination
- Mapping and acreage confirmation
- CEQA coordination

SNC Full Application Due November 2

City partnership is essential to completing the application

Together We Can

- Reduce wildfire risk
- Improve habitat
- Build healthier public lands

Our Supporters



Item # 2.

image credits: Jim and Lynne Weber via Shutterstock

Grass Valley Mosaic Fuels Treatment

Purpose. This memorandum supplements the SNC Concept Proposal by explaining how approximately 350 acres of non-contiguous, City-owned lands will be prioritized, organized into treatment units, treated, documented, and maintained. It is a project-support document, not the complete regional MFT Strategy framework.

Executive Summary

This memorandum supports The Feral Land Project's application to the Sierra Nevada Conservancy's 2026 Wildfire and Forest Resilience Directed Grant Program for the Grass Valley Mosaic Fuels Treatment (MFT). Grass Valley owns a dispersed collection of forested properties, oak woodlands, grasslands, drainage corridors, wetlands, roadsides, trails, vacant parcels, and lands surrounding public facilities. Together these properties form a municipal landscape mosaic. Individually, many parcels are small; collectively, their condition can affect wildfire pathways, neighborhoods, evacuation and responder access, public infrastructure, drainage, invasive vegetation, habitat, and long-term municipal maintenance.

The project directly advances The Feral Land Project's mission: "Provide communities, institutions and wildlife with gardens, parks, green spaces, habitats and safe passageways. Repurpose, steward or rewild feral lands, waste sites and over-paved places into hospitable environments where life will thrive." Within this grant, that mission is expressed through two linked primary goals: reducing hazardous fuels and establishing or recovering site-appropriate native plant communities where revegetation can improve long-term wildfire resilience.

The City's wildfire-prioritization rubric and GIS data will establish initial parcel priority; field verification and environmental review will determine implementation readiness; and treatment-unit layout will convert priorities into mappable work areas. The project builds on an existing memorandum of understanding between FLP and the City and on related work already underway in partnership with City Measure B staff. FLP will lead implementation, with the City as landowner, CEQA and GIS partner, and long-term steward, supported by guaranteed Measure B capacity, CCC crews, and specialized contractors where appropriate.

Applicant	The Feral Land Project, a California 501(c)(3) nonprofit
Landowner	City of Grass Valley
Project area	Approximately 350 acres of non-contiguous City-owned lands; final acreage verified by City GIS
Primary outcome	Hazardous fuels reduction, native revegetation, and long-term stewardship of municipal natural lands
Implementation	2027 through December 31, 2029, following environmental compliance and grant execution
Long-term care	City maintenance for at least 10 years and SNC monitoring access for 25 years, consistent with program requirements [1]

1. Meaning of “Mosaic” and Project Rationale

1.1 Primary meaning: the existing landscape

The word **mosaic** primarily describes the City's existing physical landscape: approximately 350 acres of varied, non-contiguous, City-owned open-space properties with different vegetation, terrain, access, public functions, wildfire risks, and maintenance needs.

The MFT strategy manages this municipal landscape mosaic as one system of inventory, prioritization, treatment, native revegetation, monitoring, and recurring stewardship.

1.2 Secondary meaning: the management response

Because conditions vary, treatments will vary. Roadsides may require frequent clearance; wooded parcels selective thinning; drainage corridors invasive control and erosion protection; and grasslands recurring fine-fuel management.

The MFT strategy is not a new technique called “mosaic fuels treatment.” It is a coordinated response to a municipal landscape that is already fragmented, heterogeneous, and mosaic in character.

1.3 Alignment with SNC priorities

SNC's June 2026 guidelines prioritize high-impact forest-health projects with direct benefits to communities, infrastructure, and natural resources. This project aligns by combining fuel reduction, native revegetation, invasive control, and long-term maintenance near homes, evacuation routes, public facilities, utilities, parks, trails, and drainage corridors.^[1]

Native revegetation is not based on a claim that native plants are fireproof. Research links invasive grasses to greater fine-fuel continuity and increased fire occurrence.^[7] USDA Forest Service guidance identifies site-specific revegetation as a way to establish plant communities with higher live fuel moisture and lower fuel-bed continuity; selected low-stature native perennials can also reduce fine-fuel height, loading, and continuity.^{[8][9]}

Fuel reduction and revegetation will be designed together, with species, spacing, and maintenance tailored by site. Natural regeneration will be preferred where adequate. The project reduces risk but cannot prevent every ignition or wildfire.

2. FLP Mission, Native Revegetation, and Public Benefits

FLP's mission calls for treated lands to become safer, more functional, and more hospitable to life - not merely cleared. Native revegetation is therefore a primary goal alongside hazardous-fuels reduction, applied where it can resist invasive recolonization and support long-term stewardship.

Reduce hazardous fuels and establish or recover site-appropriate native plant communities near neighborhoods, roads, trails, utilities, public facilities, and evacuation infrastructure.

Suppress invasive plants that can create continuous, flashy fuels after treatment or disturbance.

Improve the maintainability of municipal forests, woodlands, grasslands, drainages, and disturbed sites while protecting soil, habitat, and drainage functions.

Support three full-time FLP field positions, Measure B implementation capacity, and CCC participation where feasible.

Create a durable GIS record that allows the City to inspect, monitor native establishment, maintain, and retreat completed units over time.

3. Prioritization, GIS, and Field Layout

3.1 Two-stage selection process

Stage 1 - City priority. The City's existing wildfire-prioritization rubric will control initial ranking. The final submission will reproduce or summarize the official criteria and weights exactly as supplied by the City; FLP will not substitute its own scoring system for City policy.

Stage 2 - implementation screening. High-priority parcels will then be screened for verified ownership, treatable acreage, vegetation condition, proximity to assets, slope, access, utilities, environmental and cultural constraints, biomass handling, cost, workforce suitability, and long-term maintenance feasibility. This prevents convenience from overriding public-safety priority while keeping unresolved parcels from delaying implementation-ready work.

3.2 City GIS-backed parcel framework

City-prepared maps and GIS data will provide the authoritative spatial record for the project. The GIS package will verify City ownership, calculate unique and treatable acreage, identify public assets and evacuation relationships, map regional projects, document field assessment and treatment, and schedule future maintenance. GIS supports decision-making but does not replace field verification.

GIS component	Minimum content	Project use
Ownership and area	Parcel ID, legal status, gross acreage, exclusions, treatable acreage	Confirm site control and prevent duplicate acreage
Risk and assets	City priority, homes, roads, evacuation routes, facilities, utilities, trails	Demonstrate direct community and infrastructure benefits
Field condition	Vegetation class, fuel condition, slope, access, invasive plants, hazard trees	Support prescriptions and implementation screening
Landscape context	Ponderosa West, Wolf Creek/Boston Ravine, Caltrans, nearby treatments	Identify direct reinforcement, gap-filling, indirect support, or no relationship
Implementation record	Treatment-unit boundary, activity, date, implementer, biomass method	Track unique acres and treatment activities
Maintenance record	Inspection date, condition indicators, return trigger, responsible party	Support enduring City stewardship

3.3 Field layout of treatment units

Prioritized lands will be divided into discrete, mappable treatment units based on vegetation, terrain, access, infrastructure, treatment objectives, and environmental requirements. Treatment units may encompass all or part of a parcel or follow linear features such as roads, trails, and drainage corridors. Each unit will receive a site-specific prescription, implementation method, monitoring approach, and maintenance interval.

4. Project-Specific Treatment Matrix

Treatment will be assigned according to the condition and function of each treatment unit. Final acreages and quantities will be added after City GIS verification, field assessment, environmental review, and applicable technical review. The matrix below establishes the project's decision framework without assigning unsupported precision.

Unit condition	Primary objective	Potential treatment	Likely lead	Maintenance
Roadside / evacuation corridor	Improve emergency access and reduce roadside exposure	Pruning; surface- and ladder-fuel reduction; invasive control; hazard-tree work; biomass removal;	FLP / Measure B / CCC	Annual inspection; retreat according to regrowth

		enhance with native perennial plants where appropriate		
Community-edge parcel	Reduce continuity near homes and developed assets	Selective thinning; pruning; ladder- and surface-fuel reduction; slash treatment	FLP / Measure B / CCC	Inspect every 1-3 years
Forested open space / oak woodland	Improve structure while retaining appropriate canopy	Small-tree thinning; understory treatment; pruning; dead-material and invasive control; native understory recovery where appropriate	FLP / CCC / Measure B	Condition-based inspection and retreatment
Creek or drainage corridor	Reduce hazardous vegetation while protecting drainage and ecological function	Selective hand treatment; invasive control; hazard-tree work; erosion protection enhance with native, riparian plants where appropriate; limited biomass removal	FLP / Measure B / Specialist	Seasonal or post-storm review where appropriate
Trail or park corridor	Protect public access and recreational assets; when suitable, enhance with native perennial plants.	Pruning; brush and surface-fuel reduction; invasive control; hazard-tree work	FLP / Measure B / CCC	Annual or use-based inspection
Grassland / vacant lot	Reduce recurring fine-fuel accumulation; when suitable replace with maintainable native perennial cover and protect treatment gains	Mowing; grazing where feasible; hand treatment; invasive control; site preparation; native seeding or planting; erosion protection	FLP / Measure B / CCC	Seasonal or annual treatment
Invasive-dominated or disturbed site	Replace recurring invasive fuels with maintainable native perennial cover and protect treatment gains	Repeated invasive control; site preparation; native seeding or planting; erosion protection	FLP / CCC / Measure B	Establishment and invasive follow-up
Hazard-tree location	Protect roads, structures, trails, utilities, and crews	Qualified assessment; climbing; technical felling; crane work; processing or removal	Measure B / Qualified contractor	Periodic and event-based inspection
Sensitive or lower-risk site	Protect ecological values and avoid unnecessary disturbance	Monitoring; buffers; limited hand treatment; targeted hazard correction	City / FLP / specialist	Threshold-based intervention

4.1 Treatment accounting

The project will distinguish between unique treated acres (the geographic footprint receiving one or more treatments) and treatment-activity acres (work reported by activity type). An acre receiving thinning, invasive control, and slash treatment remains one unique treated acre, even though each activity may also be tracked separately.

4.2 Native revegetation as a primary project goal

Native revegetation is a primary goal alongside fuels reduction. In units left invasive-dominated, erodible, or ecologically degraded, the project may establish locally appropriate perennial native communities to resist recolonization, stabilize soil, support habitat, and protect treatment gains. Revegetation will be prescription-based: species, density, spacing, and maintenance must avoid recreating fuel continuity; natural regeneration will be protected where adequate, and active seeding or planting used where native perennials are depleted or invasive pressure is high.^{[7][8][9]}

5. Implementation Readiness and Responsibilities

Function	Primary responsibility
Grant recipient and reporting	FLP, with City administrative support
Landowner and site access	City of Grass Valley
CEQA Lead Agency	City of Grass Valley
Authoritative parcel data and maps	City of Grass Valley
Prioritization rubric	City of Grass Valley
Field planning and treatment layout	FLP with City and technical input
Routine field implementation	FLP and Measure B
CCC work	California Conservation Corps, subject to consultation and feasibility
Climbing, technical felling, crane work	Qualified contractors
Forestry or specialized review	RPF, arborist, biologist, cultural-resource specialist, or other professional where required
GIS treatment tracking	FLP using City base data and mapping support
Long-term stewardship	City of Grass Valley with potential for FLP support/partnership

5.1 Existing Implementation and Need for Expanded Capacity

FLP is already carrying out related work through an existing memorandum of understanding with the City of Grass Valley, with projects underway in partnership with City Measure B staff. This demonstrates that the partnership and implementation approach are already established. To date, FLP's participation has relied largely on volunteer labor and parcel-specific funding, limiting the scale and continuity of the work. SNC funding would provide the dedicated staffing and coordinated capacity needed to expand this existing effort into a sustained citywide program.

5.2 Leveraged implementation capacity

The proposal includes guaranteed Measure B in-kind support for field labor, equipment, supervision, scheduling, and technical coordination. If FLP is invited to submit a full proposal, the City's commitment materials should document labor classifications and hours, loaded rates, equipment types and valuation, supervisory time, availability during the grant period, and confirmation that resources are not double-counted under another funded project.

FLP will maintain the required contractor and public-works compliance needed for its role. Major unit costs will be supported before a full proposal through payroll calculations, prevailing-wage classifications, City labor and equipment schedules, CCC consultation, contractor estimates, vendor quotations, and review of the indirect-cost method.

5.3 Implementation sequence

1. Confirm	City authorization, ownership, GIS inventory, rubric, agreements, and data standards.
2. Prioritize	Apply the City rubric; field-verify vegetation, access, assets, constraints, and treatment feasibility.
3. Prepare	Complete environmental and technical review; develop prescriptions; lay out treatment units; assign crews.
4. Implement	Complete unit-specific treatments; document labor, equipment, boundaries, activities, and biomass disposition.
5. Transition	Inspect completed work; establish monitoring and maintenance intervals; transfer final records to the City.

6. Regional Landscape Context

The project is designed to complement, not duplicate, major investments around Grass Valley. The Ponderosa West Grass Valley Defense Zone is a multiphase shaded fuel break west of the City;

Nevada County reports a 1,200-acre Phase I project area, 728 acres of maintenance, and 236 acres of Phase II treatment.^[4]

In June 2026, SNC awarded the City \$720,000 to treat approximately 240 acres in Wolf Creek, Boston Ravine, and other southern Grass Valley locations.^[5]

Caltrans' State Route 49 Grass Valley Wildfire Evacuation Route Project addresses bottlenecks along an eight-mile corridor through shoulder widening, a continuous center turn lane, roadway and drainage work, bridge improvements, and related measures intended to improve emergency traffic flow and responder access.^[6]

City mapping will identify which proposed treatment units directly reinforce these projects, extend a corridor, occupy a credible untreated gap, provide indirect support, or have no identified relationship.

7. Monitoring, Maintenance, and Enduring Benefit

The project will track unique treated acres, activity acres by treatment type, completed treatment units, roadside or trail mileage where applicable, hazard trees addressed, biomass disposition, jobs supported, leveraged resources, CCC participation, and native revegetation. Where planting or seeding occurs, records will include area, material quantities, establishment condition, survival where practical, and invasive cover. Treatment boundaries and activities will be recorded in GIS and supported by completion inspections and photographs.

7.1 Maintenance triggers

Reestablishment of ladder-fuel continuity or excessive surface fuels;

Invasive-species recurrence, dense shrub resprouting, or failure of native revegetation to establish;

Fine-fuel height or density above the treatment objective;

Obstruction of roads, trails, access, or sight distance;

Development of new hazard trees or storm damage;

Erosion or failure of site-protection measures; and

Changes in adjacent infrastructure, land use, or public-safety needs.

The City will serve as the long-term steward and, consistent with SNC requirements, will ensure that treated areas are maintained for at least ten years following project completion. Maintenance may be performed through City operations, a separately funded stewardship agreement with FLP, or other qualified service providers. The final land-tenure agreement will also provide SNC monitoring access for 25 years.^[1]

8. Scope Boundary and Future Expansion

The broader MFTS anticipates a future, scalable regional native plant propagation nursery that could expand reliable access to locally appropriate plant and seed material. Native revegetation within selected Grass Valley treatment units is part of the current project. Nursery construction, facility expansion, seed-processing infrastructure, and regional production capacity are separate future investments and are not included in the SNC grant scope or budget.

The FLP also intends to pursue future coordination with Caltrans to extend the MFTS methodology into state highway corridor work, including highway rights-of-way, interchanges, on- and off-ramps, underpasses, and other associated lands. This future expansion could apply the project's integrated approach to fuel reduction, invasive plant management, native revegetation, monitoring, and recurring stewardship across transportation corridors connected to Grass Valley.

Any future nursery or Caltrans corridor project will require its own feasibility analysis, site review, agency authorization, capital and operating budget, environmental compliance, governance, partnerships, and funding proposal.

9. Project Development and Verification

The project will establish a verified initial implementation area through City GIS review and available parcel records. Before field implementation, FLP and the City will complete site assessments, confirm treatment-unit boundaries, assign acreage by treatment activity, finalize site-specific treatment prescriptions, identify applicable environmental compliance requirements, and establish appropriate maintenance intervals.

The current project scope and budget are based on the approximately 350 acre municipal open-space inventory and the anticipated range of eligible treatment activities. Parcel-specific treatment commitments and final acreage totals will be based on completed GIS verification, field assessment, environmental review, technical consultation, and budget validation. Additional treatment units will be incorporated only after their ownership, conditions, treatment needs, access, environmental requirements, and costs have been confirmed.

Conclusion

The Grass Valley Mosaic Fuels Treatment converts a fragmented set of municipal lands into a coordinated implementation and stewardship program. The project builds on an active partnership between FLP and the City of Grass Valley and would expand work already underway with Measure B staff into a coordinated and sustainably staffed citywide program. Its distinguishing contribution is not a new fuel-treatment technique, but the use of City prioritization, GIS, field verification, treatment-unit design, documented implementation, native revegetation, and recurring maintenance to manage distinct and varied public properties as one wildfire-resilience system consistent with FLP's mission to create safe, hospitable places where life can thrive.

References:

1. [Sierra Nevada Conservancy. Wildfire and Forest Resilience Directed Grant Program Guidelines, June 2026.](#)
2. [California Department of Forestry and Fire Protection. "Fuels Reduction."](#)
3. [Jain, T.B., et al. Effectiveness of Fuel Treatments at the Landscape Scale: State of Understanding and Key Research Gaps. USDA Forest Service / Joint Fire Science Program, 2021.](#)
4. [Nevada County. "Ponderosa West Grass Valley Defense Zone."](#)
5. [Sierra Nevada Conservancy. "The SNC Awards New Wildfire Resilience and Recreation Grants; Starts Two New Grant Programs." June 5, 2026.](#)
6. [California Department of Transportation. "State Route 49 Grass Valley Wildfire Evacuation Project."](#)
7. [Fusco, E.J., et al. "Invasive Grasses Increase Fire Occurrence and Frequency Across U.S. Ecoregions." *Proceedings of the National Academy of Sciences* 116, no. 47 \(2019\): 23594-23599.](#)
8. [Chambers, J.C., L. Evers, and L.A. Joyce. "Climate Adaptation." In *Science Framework for Conservation and Restoration of the Sagebrush Biome, Part 2: Management Applications*. USDA Forest Service RMRS-GTR-389, 2019.](#)
9. [Crist, M.R., J.C. Chambers, and J.A. Skinner. "Wildland Fire and Vegetation Management." In *Science Framework for Conservation and Restoration of the Sagebrush Biome, Part 2: Management Applications*. USDA Forest Service RMRS-GTR-389, 2019.](#)



GRASS VALLEY

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

Tuesday, August 25, 2026 at 6:00 PM

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

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

E-Mail: info@cityofgrassvalley.com

Web Site: www.cityofgrassvalley.com

MINUTES

CALL TO ORDER

Meeting called to order at 6:02 pm.

PLEDGE OF ALLEGIANCE

Mayor Hodge led the pledge of allegiance.

ROLL CALL

PRESENT

Councilmember Jan Arbuckle

Councilmember Joe Bonomolo

Councilmember Tom Ivy

Vice Mayor Haven Caravelli

Mayor Hilary Hodge

AGENDA APPROVAL -

Staff requested for item number #7 (Ridge Rd and Hughes Rd City Parcel - Authorize Grant and Easement Deeds to NID) to be removed from the agenda to bring back at a later date.

Motion made to approve agenda with removal of item #7 by Vice Mayor Caravelli, Seconded by Councilmember Arbuckle.

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

REPORT OUT OF CLOSED SESSION

Nothing to report out of closed session.

INTRODUCTIONS AND PRESENTATIONS

1. Proclamation for InConcert Sierra's 80th Anniversary

CITY UPDATE

2. Invitation to Bodmin, Cornwall delegates to attended the 2027 St. Piran's Day Celebration Festivities and to Honor the 30th Year of the Twinning of our Cities.

PUBLIC COMMENT -

Virtual comments attached.

In person speakers: 1 & 2

CONSENT ITEMS -

Public comment: Virtual

Motion to approve consent as submitted by Councilmember Arbuckle, Seconded by Vice Mayor Caravelli.

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

3. Approval of the Regular Meeting Minutes of August 11, 2026.

Recommendation: Council approve minutes as submitted.

4. Local Transportation Fund (LTF) Claim for Transit and Paratransit Operations

CEQA: N/A - Not a Project

Recommendation: That Council adopt a resolution requesting that Nevada County Transportation Commission (NCTC) allocate \$460,912 of the City's FY 2026/27 estimated apportionment of LTF in support of transit and paratransit services.

5. Adoption of the OES/Community Risk Reduction Analyst Job Description

CEQA: Not a project

Recommendation: That the City Council adopt the OES/Community Risk Reduction Analyst job description, pending legal review.

6. Wolf Creek Trail Project (Segment 2A) - Budget Amendment

CEQA: Categorically Exempt - Section 15301, 15303 & 15322

Recommendation: That Council 1) authorize a budget amendment of \$138,000 from the Wolf Creek Community and Connectivity Project to the Wolf Creek Trail Project and 2) authorize the City Engineer to execute a repayment of \$285,856.26 to Caltrans for previously reimbursed grant expenses for work on the Wolf Creek Trail Project.

7. Ridge Rd and Hughes Rd City Parcel - Authorize Grant and Easement Deeds to NID

CEQA: Categorically Exempt - Class 12 Surplus Property

Recommendation: That Council 1) authorize the City Engineer to approve a grant deed of an approximately 3,021SF parcel on Ridge Rd to Nevada Irrigation District (NID), and 2) authorize the City Engineer to approve an easement deed of two small areas to NID at the corner of Ridge Rd and Hughes Rd.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

8. Award of a Professional Services Agreement to ClearSource Financial Consulting for a Comprehensive User Fee Study and Overhead Cost Allocation Analysis.

CEQA: Not a project

Recommendation: That the City Council: (1) Award a Professional Services Agreement to ClearSource Financial Consulting for preparation of a Comprehensive User Fee Study and Overhead Cost Allocation Analysis in an amount not to exceed \$41,820; and (2) Authorize the City Manager to execute the agreement and any necessary documents consistent with the approved scope of work, pending legal review

Taylor Whittingslow, Deputy City Manager, gave presentation to the council.

No public comment

Motion made to (1) Award a Professional Services Agreement to ClearSource Financial Consulting for preparation of a Comprehensive User Fee Study and Overhead Cost Allocation Analysis in an amount not to exceed \$41,820; and (2) Authorize the City Manager to execute the agreement and any necessary documents consistent with the approved scope of work, pending legal review by Councilmember Ivy, Seconded by Councilmember Arbuckle.

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

Voting Abstaining: Councilmember Bonomolo

BRIEF REPORTS BY COUNCIL MEMBERS

Councilmember Bonomolo attended the Fair, volunteered with United Way. Councilmember Ivy met with Nevada City Councilmember, native communities talks. Councilmember Arbuckle attended opening day of the Fair, and work a day at the city booth, GVDA & chamber meeting, WIMIG board meeting, and the GVPD award Ceremony. Vice Mayor Caravelli attended the ERC executive meeting. Mayor Hodge attended the Fair, foundry sings event, art show at bicycle thief, talk to Carol Scofield on KNCO.

CONTINUATION OF PUBLIC COMMENT

ADJOURN

Meeting adjourned at 6:53 pm.

Hilary Hodge, Mayor

Taylor Whittingslow, City Clerk

Adopted on: _____



City of Grass Valley City Council Agenda Action Sheet

Title: Appointment of Councilmember Arbuckle as the voting delegate and Mayor Hodge as alternate for the League of California Cities 2026 Annual Conference meeting

CEQA: Not a Project

Recommendation: That Council appoints Councilmember Arbuckle as the voting and Mayor Hodge as the alternate for the 2026 League Annual Conference on September 23-25, 2026.

Prepared by: Taylor Whittingslow, Deputy City Manager

Council Meeting Date: 09/8/2026

Date Prepared: 09/1/2026

Agenda: Consent

Background Information: The Council is required to appoint voting delegates and alternates for the Annual Business meeting which takes place as part of the annual conference. It is recommended that Councilmember Arbuckle be appointed as the primary voting delegate (she has served in this capacity previously) and Mayor Hodge be appointed as first alternate.

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

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: _____ City Manager



City of Grass Valley City Council Agenda Action Sheet

Title: Purchase of Bobcat E-55 Excavator

CEQA: Not a project

Recommendation: That Council authorize the City Manager to sign/execute the purchase agreement.

Prepared by: Duane Strawser,
OES/Community Risk Reduction Manager

Council Meeting Date: 09/08/26

Date Prepared: 08/31/26

Agenda: Consent

The City of Grass Valley contains many vacant, hazardous parcels posing imminent wildfire ignition threat. We also face exorbitant costs and staff safety concerns when removing hazardous trees, woody and organic biomass with the limited, non-dedicated equipment currently in our possession.

To this end, OES/CRRM identified a specific Excavator (Bobcat E-55) to support city wildfire fuels reduction crews in future mitigation work. Its compact size allows versatility and precision in performing critical fire prevention tasks in challenging environments due to its small footprint, ability to operate on steep slopes, narrow trails, and dense timber areas common to the City of Grass Valley. Equally critical is its ability to feed trees/biomass into chippers and other equipment.

This is essential for creating and maintaining fuel breaks and defensible spaces in rugged or mixed-use landscapes, clear brush, small trees, stumps, and ladder fuels with minimal ground disturbance, protecting sensitive soils and root systems that reduces collateral damage to non-target vegetation and infrastructure. This unit can also serve critical work duties for additional City departments.

City OES/CRR crews utilize appropriate heavy equipment units ensuring all current and future projects are completed safely, efficiently and meet the long-term objectives, expectations and wildfire risk reduction to benefit of the community.

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

GOAL #1 - Public Safety via Wildfire Fuels-reduction Land Management/Rehabilitation

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

Fiscal Impact: \$111,770.54 / Measure B

Funds Available: Yes - FY26/27 Budget

Account #: 207-102-52050

Item # 5.

Reviewed by: City Manager

Attachments: N/A



Product Quotation
 Quotation Number: **NC1944442**
 Quote Sent Date: **Jul 30, 2026**
 Expiration Date: **Aug 29, 2026**

Your Bobcat Contact
Nolan Clark
 Phone: +17012411686
 Email: nolan.clark@doosan.com

Your Customer Contact

Deliver to
CITY OF GRASS VALLEY 288850
 GRASS VALLEY, CA, 95945

Bobcat Dealer
Iconic Machinery, Grass Valley, CA
 302 RAILROAD AVENUE
 GRASS VALLEY, CA, 95945
 ROB WOLFE

Bill to
CITY OF GRASS VALLEY 288850
 125 E Main St
 Grass Valley, CA, 95945-6505

Item Name	Item Number	Quantity	Price Each	Total
E55 R2-Series Bobcat Compact Excavator	M3419	1	56,848.83	56,848.83
Standard Equipment: 49.7 HP Turbocharged, Bobcat 1.8L, Tier 4 Diesel Engine, Non-DPF Auto-Idle Auto-Shift, Two-Speed Travel Auxiliary Hydraulics with Selectable Flow w/ Arm Mounted Flush Face Quick Couplers Canopy : Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat Roll Over Protective Structure (ROPS) - Meets Requirements of ISO 12117-2: 2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262 Control Console Locks Control Pattern Selector Valve (ISO/STD) Minimal Tail Swing Deluxe Instrument Panel Dozer Blade with Float Engine/Hydraulic Monitor with Shutdown Fingertip Auxiliary Hydraulic Control				
			Fingertip Boom Swing Control Horn Hydraulic Joystick Controls Keyless Start Lift Eye Rubber Tracks Spark Arrestor Standard Arm Vandalism Protection LED Work Lights X-Change Attachment Mounting System Telematics with 2-year Machine IQ Basics Subscription + 90-Day Machine IQ Health & Security Trial Warranty: 2 years, or 2000 hours whichever occurs first	
Cab Deluxe Package	M3419-P11-C12	1	8,279.86	8,279.86
Cab Deluxe Package: Enclosed Cab with Auto HVAC, Telematics with 3-year Machine IQ Health & Security Subscription, Keyless Start, Bobcat 7" Touch Display with Radio and Bluetooth, Heated High Back Cloth Suspension Seat, Travel Motion Alarm,				
Hydraulic Angle Blade	M3419-R12-C02	1	2,568.11	2,568.11
Hydraulic Clamp - X-Change - Long Arm - Class IV w/ Diverter Valve	M3419-R08-C15	1	3,247.49	3,247.49
Rearview Camera	M3419-R28-C05	1	385.92	385.92
Arm Option - Long Arm	M3419-R03-C02	1	1,640.16	1,640.16

Depth Check - Long Arm, Angle Blade	M3419-R60-C05	1	2,907.80	2,907.80
Hydraulic X-Change - Long Arm	M3419-R06-C04	1	1,715.87	1,715.87
MX Drum Mulcher 28"	7486182	1	13,938.40	13,938.40
76" MX Drum Mulcher Hose Kit	46884603	1	540.36	540.36
XChange Cap 28" & 36" DMX	7498943	1	942.40	942.40
24" MX4 XCHG TEETH	7311868	1	1,514.68	1,514.68
Front Polycarbonate Window Kit (3-5t)	7488381	1	1,581.56	1,581.56
3" Seat Belt Kit	7102902	1	214.53	214.53
Fire Extinguisher Kit	7306976	1	170.25	170.25
Case Drain Kit	7393097	1	560.94	560.94
Front Window Guard Kit	7320485	1	1,901.71	1,901.71
Total for E55 R2-Series Bobcat Compact Excavator				98,958.87
Quote Subtotal				98,958.87
Dealer PDI				250.00
Freight Charges				2,150.00
Destination Charges				622.00
Dealer Assembly Charges				900.00
Sales Total before Taxes				102,880.87
Tax 8.88% (Less Freight & Dest Chrg)				8,889.67
Quote Total - USD				111,770.54

Comment: *Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcwell Contract #020223-CEC

*Sourcwell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Customer Acceptance:	
Quotation Number: NC1944442	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____
Date: _____	Email: _____

Addresses

Delivery Address _____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID: _____

Federal: _____

State: _____

Expiration Date: _____



City of Grass Valley City Council Agenda Action Sheet

Title: Resolution Electing to Cease to Be Subject to the Public Employees' Medical and Hospital Care Act with Respect to Management/Supervisory Employees (001 Management/Supervisory).

CEQA: Not a Project.

Recommendation: Adopt Resolution No. 2026-47, electing the City of Grass Valley to cease to be subject to the Public Employees' Medical and Hospital Care Act (PEMHCA) with respect to recognized Management/Supervisory employees, effective December 31, 2026.

Prepared By: Jennifer Styczynski, Finance Director

Council Meeting Date: 09/08/2026

Date Prepared: 09/02/2026

Agenda: Consent

Background: The City of Grass Valley currently participates in the Public Employees' Medical and Hospital Care Act (PEMHCA), administered by the California Public Employees' Retirement System (CalPERS), with respect to the Management/Supervisory employee organization.

Government Code Section 22938 provides that a contracting agency that has elected to participate in PEMHCA may elect to cease to be subject to the Act by resolution adopted by a majority vote of its governing body and filed with CalPERS in accordance with applicable regulations.

CalPERS has advised the City that a resolution electing to terminate participation must be filed with the CalPERS Health Benefits Services Division within 60 days of premium rate notification and will be effective at the end of the current contract term. The deadline for the City to submit the resolution to CalPERS is September 14, 2026, for an effective termination date of December 31, 2026.

Discussion: The proposed resolution would formally elect the City of Grass Valley to cease to be subject to PEMHCA with respect to the 001 Management/Supervisory employee organization, effective December 31, 2026.

Under the information provided by CalPERS, termination of participation in PEMHCA will result in the loss of eligibility for health benefits coverage provided under the City's PEMHCA contract for all employees and annuitants participating under the contract, as well as COBRA enrollees.

The City will be responsible for establishing and administering any health benefit program applicable to affected employees and annuitants following termination of PEMHCA participation, consistent with applicable City policies, agreements, and plan requirements.

Five-Year Restriction on Reentry

An important consideration for Council is that the decision to terminate participation in PEMHCA is irrevocable after the resolution is filed with CalPERS. CalPERS has advised that the City may not file a resolution electing to become subject to PEMHCA again for five years following the termination date.

Accordingly, if the resolution is adopted and filed with CalPERS, the City would not be able to elect to return to PEMHCA until after the applicable five-year period following the December 31, 2026, termination date. This makes the proposed action a long-term decision regarding the City's health benefit administration.

Prior to the effective date of termination, CalPERS will notify affected employees, annuitants, and COBRA enrollees of the pending loss of coverage under the City's PEMHCA contract.

Following Council approval, staff will submit the required resolution and documentation to CalPERS by the September 14, 2026, deadline.

Council Goals/Objectives: The annual supports the City's Strategic Plan goal of maintaining a High-Performance Government and Quality Service by ensuring employee benefit programs are appropriately structured, efficiently administered, and aligned with the City's organizational and fiscal objectives.

Fiscal Impact: The fiscal impact of this action will depend on the City's health benefit structure following the termination of PEMHCA participation for the Management /Supervisory employee organization.

Funds Available: N/A

Account #: N/A

Reviewed by: Interim City Manager

Attachment: Resolution No. 2026-47 - Electing to Cease to Be Subject to the Public Employees' Medical and Hospital Care Act with Respect to a Recognized Employee Organization (001 Management/Supervisory)

**RESOLUTION NO. R2026-47
ELECTING TO CEASE TO BE SUBJECT TO
THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION
(001 Management/Supervisory)**

- WHEREAS, (1) Government Code Section 22938 provides that a contracting agency which has elected to be subject to the Public Employees' Medical and Hospital Care Act (the "Act") may cease to be so subject by proper application by the contracting agency; and
- WHEREAS, (2) City of Grass Valley is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of Management/Supervisory; now, therefore be it
- RESOLVED, (a) City of Grass Valley elects to cease to be subject to the Act; and be it further
- RESOLVED, (b) That coverage under the Act cease on December 31, 2026.

Adopted at a regular meeting of the City Council at Grass Valley, this 8th day of September, 2026.

Signed: _____
Hilary Hodge, Mayor

Attest: _____
Taylor Whittingslow, City Clerk



City of Grass Valley City Council Agenda Action Sheet

Title: Agreement with the Nevada County Historical Society for Digital Scanning and Preservation of Historical Records

CEQA: Not a Project

Recommendation: That Council approve the Agreement between the City of Grass Valley and the Nevada County Historical Society (NCHS) for the digital scanning and preservation of historical records and authorize the Deputy City Manager to execute the Agreement, subject to legal review.

Prepared by: Taylor Whittingslow, Deputy City Manager

Council Meeting Date: 09/8/2026

Date Prepared: 09/3/2026

Agenda: Consent

Background Information: The City of Grass Valley maintains a collection of historical records and materials that document the history, development, and evolution of the community. Many of these records are maintained in their original physical format and have not been comprehensively digitized.

As part of the City's ongoing efforts to preserve these materials and improve their long-term accessibility, staff has been exploring opportunities to partner with organizations that have experience and expertise in historical preservation and archival work.

The Nevada County Historical Society maintains the Searls Historical Library in Nevada City and serves an important role in preserving, researching, and sharing the history of Nevada County and its communities. Through discussions between City staff and NCHS, an opportunity was identified to establish a partnership for the digitization of historical records currently maintained by the City.

The proposed Agreement establishes a framework through which the City will temporarily provide selected historical records to NCHS for digital scanning. Records will be transferred in manageable groups, scanned using non-destructive methods, and returned to the City before additional materials are transferred unless otherwise agreed upon by both parties.

Upon completion of scanning, NCHS will provide the City with digital copies of all records digitized through the partnership. NCHS will also be permitted to retain digital copies for historical, research, educational, archival, and display purposes, with the City of Grass Valley identified as the source and owner of the original records when applicable.

The original historical records will remain the sole property of the City at all times. The Agreement does not constitute a donation or permanent transfer of the City's historical collection.

Scanning is anticipated to occur at the Society's Searls Historical Library. NCHS will be responsible for the scanning equipment and for exercising reasonable care in the handling, storage, security, and protection of City records while they are in its possession.

The City will maintain discretion over which records are provided for digitization and may withhold or recall records based upon legal requirements, operational needs, preservation concerns, confidentiality, or other City needs.

The proposed Agreement will continue through December 31, 2028, unless terminated earlier by either party upon seven days' written notice.

This partnership provides the City with an opportunity to preserve historically significant records while strengthening collaboration with a local organization whose mission and expertise are centered on preserving Nevada County's history. Digitization will also help protect historical information from loss or deterioration and provide a foundation for improved public and research access to these materials in the future.

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

Fiscal Impact: There is no fiscal impact of this item.

Funds Available: N/A

Account #: N/A

Reviewed by: _____ City Manager

AGREEMENT FOR DIGITAL SCANNING OF HISTORICAL RECORDS

CITY OF GRASS VALLEY AND NEVADA COUNTY HISTORICAL SOCIETY

This Agreement for Digital Scanning of Historical Records ("Agreement") is entered into as of _____, 2026 ("Effective Date"), by and between the CITY OF GRASS VALLEY, a California charter city ("City"), and the NEVADA COUNTY HISTORICAL SOCIETY, a 501(c)(3) non-profit ("Society") (individually, a "Party" and collectively, the "Parties").

1. PURPOSE

1.1 The City grants a license to the Society, and the Society accepts the license from the City, for the purpose of digitally scanning historical records owned or controlled by the City ("Historical Records"). The City represents that it holds all rights, title, and interests in, or otherwise possesses the right of ownership and control over, the Historical Records provided under this Agreement.

1.2 The City will deliver Historical Records to the Society in manageable groups. The Society will digitally scan the Historical Records using non-destructive methods, and the City will recover each group of original records prior to delivering additional records, unless otherwise agreed by the Parties.

1.3 The Society will provide the City with a digital copy of all Historical Records scanned under this Agreement and will return the original Historical Records. The Society may retain digital copies for historical, research, educational, archival, and display purposes except as provided in section 8.1. Any public display or reproduction by the Society shall identify the City of Grass Valley as the source and owner of the original records, as applicable.

1.4 All original Historical Records shall remain the sole property of the City at all times. Transfer of possession to the Society is temporary and solely for digitization, preservation, and the purposes authorized by this Agreement. Nothing in this Agreement constitutes a sale, donation, permanent transfer, abandonment, or conveyance of ownership of any original Historical Record to the Society.

2. SCANNING SITE AND EQUIPMENT

2.1 The site for delivery and scanning of Historical Records will be the Society's property located at 161 Nevada City Highway, Nevada City, California 95959, known as the Searls Historical Library ("Site"), or another location mutually approved in writing by the Parties. The Society shall use equipment and procedures appropriate for the non-destructive scanning and handling of historical records. Under no circumstances shall the Society transport the Historical Records from the Site without the City's advanced written consent.

3. TERM

3.1 The term of this Agreement shall commence on the Effective Date and continue until December 31, 2028, unless earlier terminated by either Party. The Parties may extend the term by mutual written agreement.

3.2 Either Party may terminate this Agreement upon seven (7) days' written notice to the other Party. Upon termination any records still in possession of the Society shall be returned to City.

4. DELIVERY

4.1 The City, at its sole cost and expense, will be responsible for the transportation and delivery of the Historical Records to and from the Site, unless the Parties otherwise agree in writing.

4.2 The Parties will coordinate the transfer of records so that the City maintains an appropriate inventory or other record of materials temporarily delivered to the Society.

5. MAINTENANCE AND PROTECTION

5.1 The Society, at its sole cost and expense, will maintain and repair the scanning equipment used during the term of this Agreement. The Society will not seek reimbursement or other payment from the City for maintenance or repair costs and expenses related to such equipment.

5.2 While Historical Records are in the Society's possession, the Society shall exercise the highest degree of care in their handling, storage, security, and protection of the City's documents and shall use non-destructive scanning practices intended to preserve the condition of the original materials. The Society shall promptly notify the City of any known loss of, or material damage to, original Historical Records.

6. RISK AND INSURANCE

6.1 Except as otherwise provided in this Agreement, each Party shall be responsible for its own acts and omissions. The City acknowledges that historical materials may be fragile and that ordinary handling and non-destructive scanning may involve inherent risks. Nothing in this section authorizes negligent, reckless, or intentional damage to City records.

6.2 The Society, at its sole cost and expense, shall obtain and maintain Commercial General Liability insurance coverage pertaining to the Site and activities under this Agreement for the duration of the Agreement with limits of not less than \$1,000,000 per occurrence, or such other limits as may be approved by the City's risk manager.

6.3 To the extent permitted by law, the City acknowledges and assumes the risks inherent in transporting and making fragile historical materials available for non-destructive digitization, except to the extent loss or damage results from the Society's negligence, willful misconduct, or breach of this Agreement.

7. HOLD HARMLESS AND INDEMNITY PROVISION

7.1 To the fullest extent permitted by law, the Society shall hold harmless, indemnify, and defend the City and its officers, officials, employees, and agents from and against damages, costs, claims, or expenses arising from injury to property or injury to persons, including death, to the extent caused by the negligent or willful acts or omissions of the Society, its officers, employees, agents, or representatives in the performance of this Agreement. Society 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.

8. RESERVATION OF RIGHTS

8.1 Notwithstanding any other provision of this Agreement, the City retains discretion regarding which Historical Records will be made available, the timing and sequence of delivery, and whether particular records may be withheld or recalled due to legal requirements, operational needs, budgetary constraints, staffing, action of the City Council, force majeure, preservation concerns, or other City needs. The Society shall have no claim against the City based solely on the City's decision not to provide or continue providing records for scanning.

9. NOTICE

9.1 Unless otherwise provided herein, all notices required under this Agreement shall be given by personal delivery, United States registered or certified mail, or another form of delivery providing proof of transmission or receipt, postage prepaid where applicable, and addressed as follows:

IF TO CITY:

City of Grass Valley
125 East Main Street
Grass Valley, CA 95945
Attn: City Manager

IF TO SOCIETY:

Nevada County Historical Society
161 Nevada City Highway
Nevada City, CA 95959
Attn: President

10. GENERAL PROVISIONS

10.1 This Agreement shall be governed by and interpreted in accordance with California law. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Nevada County, California. Should any legal action be initiated by a Party for breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, court costs, and such other costs as may be awarded by the court.

10.2 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. Electronic signatures may be accepted to the extent permitted by law.

10.3 This Agreement constitutes the entire understanding and agreement of the Parties concerning the subject matter hereof and supersedes prior written or oral communications concerning that subject matter. This Agreement may be amended only in writing signed by both Parties.

10.4 Nothing in this Agreement shall be construed to create a partnership, joint venture, employment relationship, or agency relationship between the Parties.

10.5 The Society acknowledges that Historical Records and digital copies held by the City may be public records subject to disclosure, retention, and other requirements of applicable law. Nothing in this Agreement requires the City to provide the Society with records that the City determines should not be transferred because of confidentiality, privilege, legal restriction, preservation concerns, or other applicable requirements.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

CITY OF GRASS VALLEY

**NEVADA COUNTY HISTORICAL
SOCIETY**

City Manager

President

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk