



GRASS VALLEY

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

Tuesday, May 26, 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

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. WM (Waste Management) Contract Update
- [2.](#) Pride Month Proclamation & Presentation
- [3.](#) National Public Works Week Proclamation

CITY UPDATE

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

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

- [4.](#)

5. Contract Authorization for Police Records Management System

CEQA: Not a project

Recommendation: Authorize the Chief of Police to execute a five-year contract with Sun Ridge Systems, Inc. in an amount not to exceed \$319,141 (year 1) for a new Police Records Management System (RMS) and Computer Aided Dispatch (CAD), subject to legal review.

6. Direction to file annual reports for Landscaping and Lighting Districts (LLD) and Benefit Assessment Districts (BAD) for Fiscal Year 2026-27

CEQA: Not a project

Recommendation: It is recommended that the City Council adopt five Resolutions (2026-16, 2026-17, 2026-18, 2026-19, and 2026-20) directing the filing of the annual reports for Landscaping and Lighting Districts (LLD) - Annual Assessments for Fiscal Year 2026-27 and Benefit Assessment Districts (BAD) - Annual Assessments for Fiscal Year 2026-27.

7. HOME investment Partnership (HOME) Application to the State of California

CEQA: Not a project

Recommendation: Approve Resolution 2026-22 authorizing the submittal of an application to the State of California Department of Housing and Community Development (HCD) for HOME Program Income funds to be used for the City’s First-Time Homebuyer Assistance Program

8. Wastewater Treatment Plant Boiler Replacement Project - Reject Protest and Award Contract

CEQA: Categorically Exempt - Section 15301

Recommendation: That Council 1) consider the merits of a bid protest from ACCO Engineered Systems; and 2) adopt Resolution Number 2026-21 rejecting the bid protest from ACCO Engineered Systems; a) awarding a contract for the Wastewater Treatment Plant Boiler Replacement Project to TNT Industrial Contractors, Inc., in the amount of \$474,551.00; b) authorizing the Interim City Manager to execute the construction contract, subject to legal review and, c) authorizing the City Engineer to approve construction change orders for up to 10% of the contract amount.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

9. FY 2026-27 Preliminary Budget Overview

CEQA: Not a project

Recommendation: It is recommended that the City Council 1) Approve the FY 2026-27 Preliminary Budget and provide any additional direction to staff related to the

preparation of the 2026-27 Final Budget; and 2) Set June 9, 2026, as the date for the public hearing for adoption of the FY 2026-27 Final Budget

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, May 26, 2026, at 6:00 p.m., was posted at city hall, easily accessible to the public, as of 5:00 p.m. Friday, May 22, 2026.

Taylor Whittingslow, City Clerk



PROCLAMATION

PRIDE MONTH
JUNE 2026

Whereas, the City of Grass Valley is a welcoming community and exceptional place to love, learn, work, play, and raise a family; and

Whereas, the principles upon which our nation was founded include liberty, equality, and the protection of individual rights; and

Whereas, the City of Grass Valley values respect, dignity, and inclusion for all members of the community; and

Whereas, diversity in all its forms contributes to the strength, character, and vibrancy of our city; and

Whereas, residents, students, employees, and business owners who identify as part of the LGBTQ+ community contribute meaningfully to the economic, cultural, and civic life of Grass Valley; and

Whereas, the month of June is widely recognized as Pride Month, a time to acknowledge the importance of treating all people with fairness and respect;

NOW, THEREFORE, BE IT RESOLVED that the Grass Valley City Council hereby proclaims June 2026 as Pride Month in the City of Grass Valley and encourages residents to continue fostering a community grounded in respect, inclusion, and equal opportunity for all.

Dated this 26th day of May, 2026

Hilary Hodge, Mayor

Haven Caravelli, Vice Mayor

Jan Arbuckle, Council Member

Thomas Ivy, Council Member

Joseph Bonomolo, Council Member



A Brief History & Look to the Future

Thank You!

Grass Valley City Council Meeting

May 26, 2026

Rick Partridge(he/him)



Nevada County Pride is.....

- A social network of gay, lesbian, bisexual, queer, and transgender persons, and their allies, who celebrate and support the LGBTQ+ community in western Nevada County, California, including Grass Valley and Nevada City.
- An all-volunteer run, 100% donation funded organization, 501(c)(3) whose events are all free to attendees.
- We sponsor monthly potlucks hosted in private homes and many other events not only during Pride Month, but throughout the year such as TDOR, Speakers Bureau and more
- We also encourage others to initiate and organize events that we include on our calendar and other communications.
- Table at community events: GV Markets, NC Hot Summer Nights, Sierra College Pride Days, BriarPatch..and more!



A Brief Look Back.....

- Founded about 40 years ago by a group of gay men who met monthly in members homes for potlucks. Communication was by postcard.
- March 2022 gathering of about 17 Queer Nevada County leaders to talk about better collaboration and communication for events and how to “reinvent” NCP for the 21st century post-COVID
- Hosted CA LGBT+ Caucus in May 2023. One outcome was community roundtable discussions with SNMH to improve healthcare for LGBTQ+ community
- Pride Month 2023 – More than 10 events with 1000+ attendees from NC Pride Flag Raising to Queer Family Picnic
- August 2023 – Hosted first ever full day Pride Festival at Miner’s Foundry, more than 650 attendees
- October 2023 – Granted 501(c)(3) Non-profit status
- March 2024 –Launched two monthly support groups in partnership with BFFY and CMH
- Fourth Annual Pride Family Picnic June 2025 with 450 attendees and 20 community organization tables
- June 2025 – Nevada County BOS joins the Cities of Grass Valley, Nevada City and Town of Truckee in issuing first June Pride Month Proclamation



Current Status.....

Our Mission: “Nevada County Pride celebrates, supports, and advocates for the LGBTQIAP+ community in Western Nevada County by promoting Community, Diversity, and Respect through Events, Education, and Resources”.

Our Vision: We envision a Nevada County that is a safe, welcoming and vibrant community where all LGBTQ+ people are respected, and every individual has a sense of belonging and pride.

Our Values:

- **Visibility:** We are committed to ensuring that LGBTQ+ voices, stories, and experiences are heard, recognized, and valued in all spaces.
- **Initiative:** We take responsibility for driving change and encourage others to step up and lead in creating a more just and inclusive society.
- **Respect:** We value each individual’s identity, experiences, and perspectives, fostering an environment of inclusion, mutual respect and understanding.
- **Collaboration:** We believe in working together, fostering strong partnerships, and amplifying collective impact to create a more inclusive world.
- **Resilience:** We honor the strength and perseverance of the LGBTQ+ community in the face of adversity and celebrate our ability to thrive despite ignorance and hate.
- **Empowerment:** We empower LGBTQ+ individuals to take ownership of their voices, rights, and futures, supporting their journey toward self-determination and success.



And Looking Forward.....

- Our Strategic Priorities:
 - Increase Visibility
 - Cultivate Community Relationships
 - Financial Stability
 - Intergenerational Engagement
 - Build Organization Capacity
- Participating in Nevada County monthly Equity, Inclusion, and Leadership Alliance meetings (EILA) and other coalitions such as Color Me Human, BFFY, What's Up Wellness
- Increase Collaboration with Truckee, Placer and Tri-County and Chico Pride Centers
- A full year of Exciting Events in 2026!
- **Long-Term:** Fundraising! Future Paid staff and Community Center

Attend Our 2026 Events and Activities

Join us for Monthly Potluck Socials to connect and share.

Don't miss the Pride Family Picnic on June 28th for fun and celebration.

Participate in our Speakers Bureau to hear inspiring stories.

Attend the NCP Benefit concert with Barbara Higbie & Teresa Trull on June 16th.

Enjoy Queer Movie Night on June 14th at the Onyx at the Nevada Theatre.

Attend monthly Queer Book Club for thought-provoking discussions.

Celebrate with us during the Nevada City Pride Flag Raising ceremony on June 1st.

Visit our GV Markets and NC Hot Summer Nights Booth for information and resources.

Honor lost lives at the Transgender Day of Remembrance.

Join us at BriarPatch Pride on the Patio on June 26th for local festivities.

March in the first Nevada City Pride Parade on June 6th

Explore our Business Directory to support local businesses.

Connect online through our Facebook and IG Groups. Sign-up for our newsletter

Enjoy Gay Day at the Yuba River on August 1st

Drop in for the Monthly Dyke Night Social Gatherings



CELEBRATE Pride WITH US!

SAVE THE DATES!

- May 16th- Community Pride Potluck
- May 16th- Placer Pride, Royer Park 11am- 5pm
- May 27th- Dyke Night @ Gary's Place Patio 6pm
- May 28th- Q-Bubble Youth Meet up
- June 11, 18, 25 & July 2, 9- Grass Valley Thurs Night Markets
- July 15, 22, 29 - Nevada City Hot Summer Nights

OFFICIAL PRIDE EVENTS 2026

- June 1st- Pride Flag Raising - Downtown Nevada City
- June 6th- Pre-Game Pride - Mantra Tea House
- June 6th- Nevada City Pride Parade
- June 12th- Art in Public Space Opening, Rood Center
- June 14th- Queer Movie Night - But I Am A Cheerleader, Nevada Theater
- June 16th- Concert- Barbara Higbie and Teresa Trull at Wild Eye Pub
- June 20th- Community Pride Potluck
- June 24th- Dyke Night @ Gary's Place Patio
- June 26th- Pride on the Patio, Briar Patch
- June 28th- 5th Annual Pride Family Fest, Condon Park



NEVADA COUNTY PRIDE



More info about our events!



Nevada County Pride
 is a 501 (c)(3) non-profit that celebrates, supports and advocates for the LGBTQ+ community in Western Nevada County by promoting Community, Diversity, and Respect through Events, Education and Resources.
nevadacountypride.org



Lavender Glow | Queer Art & Our Shared History

- “Art in Public Spaces” collaboration between Nevada County Arts & Culture and NC Pride
- Opens at the Rood Government Center on May 26th and runs through August 28th, with an **Opening Reception on Friday, June 12.**
- Coinciding with Pride Month, also includes a satellite exhibit of queer artists in the Nevada City City Hall CHAMP Gallery, in partnership with the Nevada City Arts Commission.
- From the Program: Beginning with Nisenan history into the present day, *Lavender Glow* reflects on, and celebrates, the lived experiences and legacies of queer individuals and groups whose collective influence demonstrates a profound investment in place, arts, and culture. Alongside highlights of local history, *Lavender Glow* features 41 artworks selected from 127 submissions.

LAVENDER GLOW
QUEER ART & OUR SHARED HISTORY

MAY 26 - AUG 28, 2026
 Opening Reception | June 12 /4:30 pm

On Display at the Rood Center
 950 Maldu Ave, Nevada City

Presented by Nevada County Arts & Culture and Nevada County Pride in partnership with the County of Nevada through Art in Public Spaces

We hope you enjoy *Lavender Glow*, our 2nd exhibition of 2026 under Art in Public Spaces. We invite you to take these actions:

Support the work of Nevada County Pride—volunteer, donate, and become an ally

[nevadacountypride.org](https://www.nevadacountypride.org)

Support Nevada County's creative community through membership or donation to Nevada County Arts & Culture

[nevadacountyarts.org](https://www.nevadacountyarts.org)

Get involved with Pride Season—check out the Nevada County Pride and Truckee Pride community calendars

[nevadacountypride.org/calendar](https://www.nevadacountypride.org/calendar)

truckeepride.org

Art in Public Spaces | Nevada County Arts & Culture | NEVADA COUNTY CALIFORNIA

We need your feedback—please take a moment to fill out our quick anonymous survey!



PROCLAMATION

NATIONAL PUBLIC WORKS WEEK
MAY 17-23, 2026

Whereas, public works professionals provide essential services that support the daily lives, health, safety, and well-being of the Grass Valley community; and

Whereas, these dedicated individuals plan, build, operate, and maintain the infrastructure that keeps our city running, including streets, water systems, storm drainage, facilities, and public spaces; and

Whereas, public works staff are often the first to respond during emergencies, storms, and other critical events, working behind the scenes to protect residents and restore essential services; and

Whereas, their work contributes to a strong local economy, environmental stewardship, and a high quality of life for current and future generations; and

Whereas, National Public Works Week, sponsored by the American Public Works Association, is observed each year to recognize the important contributions of public works professionals across the nation;

NOW, THEREFORE, the City Council of the City of Grass Valley does hereby proclaim May 17–23, 2026, as National Public Works Week in the City of Grass Valley, and encourages all residents to recognize and thank the public works professionals who keep our community safe, clean, and functioning every day.

Dated this 26th day of May, 2026

Hilary Hodge, Mayor

Haven Caravelli, Vice Mayor

Jan Arbuckle, Council Member

Thomas Ivy, Council Member

Joseph Bonomolo, Council Member



GRASS VALLEY

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

Tuesday, May 12, 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 Arbuckle
- Councilmember Bonomolo
- Councilmember Ivy
- Vice Mayor Caravelli
- Mayor Hodge

AGENDA APPROVAL -

Motion made by Councilmember Arbuckle, Seconded by Vice Mayor Caravelli.
Voting Yea: Councilmember Arbuckle, Councilmember Bonomolo, Councilmember Ivy, Vice Mayor Caravelli, Mayor Hodge

REPORT OUT OF CLOSED SESSION

No reportable action from closed door.

INTRODUCTIONS AND PRESENTATIONS

1. Poppy Day Proclamation
2. Local and Community History Month Proclamation
3. District Attorney Family Justice Center Presentation

CITY UPDATE

4. Nugget Update

PUBLIC COMMENT -

In Person: Robin Galvin-Davies

Virtual Public comments attached.

CONSENT ITEMS -

Councilmember Bonomolo requested that item #6 Consideration of WM fee increase be pulled for discussion.

Motion made to approve with the removal of item #6 from consent for discussion by Councilmember Arbuckle. Seconded by Councilmember Bonomolo.

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

5. Approval of the Regular Meeting Minutes of April 28th, 2026.

Recommendation: Council approve minutes as submitted.

6. Professional Services Agreement with WBCP, Inc. to Conduct an Executive Recruitment for the Position of City Manager

CEQA: Not a project

Recommendation: Approve a Professional Services Agreement with WBCP, Inc. for an Amount Not to Exceed \$36,800 to Conduct an Executive Recruitment for the Position of City Manager and Authorize the Mayor to Sign the Agreement

7. California Air Resources Board (CARB) Community Planning and Capacity Building Grant Application - *Future Paths Grass Valley: Everyday Mobility Connecting People and Places Project*

CEQA: Not a project

Recommendation: That the City Council adopt Resolution No. 2026-12 authorizing the Deputy City Manager to execute all documents necessary to accept and administer the California Air Resources Board (CARB) Community Planning and Capacity Building Grant for the *Future Paths Grass Valley: Everyday Mobility Connecting People and Places Project*, and authorize the Finance Director to process supplemental appropriations consistent with the grant documents.

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

8. Consideration of Waste Management's annual fee adjustments and new fees for service and disposal.

CEQA: Not a project

Recommendation: That Council adopt Resolution 2026-11 adjusting service and disposal rates to Waste Management's fee schedule.

Alex Gammelgard, Interim City Manager, gave overview to the Council.

Public comment: None

Motion to adopt Resolution 2026-11 adjusting service and disposal rates to Waste Management's fee schedule.

REORGANIZATION RELATED ITEMS**PUBLIC HEARING****ADMINISTRATIVE****BRIEF REPORTS BY COUNCIL MEMBERS**

Councilmember Bonomolo attended a meeting with citizens regarding skate park lighting. Councilmember Ivy had nothing to report. Councilmember Arbuckle attended the ERC Tour of Nevada County, On the Town with GVPD, and League of Cities meetings. Vice Mayor Caravelli attended the Fire Wise Ready event, Sierra Harvest Mothers Day event and encourages everyone to go look at the Veterans Banners on S. Auburn St. Mayor Hodge attended an event on Human Trafficking & Internet Safety, Del Oro Showing, Summit on Poverty, May Day event, Wednesday with the Mayor is tomorrow.

CONTINUATION OF PUBLIC COMMENT

ADJOURN

Meeting was adjourned at 7:01 pm.

Hilary Hodge, Mayor

Taylor Whittingslow, City Clerk

Adopted on:_____



City of Grass Valley City Council Agenda Action Sheet

Title: Contract Authorization for Police Records Management System

CEQA: Not a project

Recommendation: Authorize the Chief of Police to execute a five-year contract with Sun Ridge Systems, Inc. in an amount not to exceed \$319,141 (year 1) for a new Police Records Management System (RMS) and Computer Aided Dispatch (CAD), subject to legal review.

Prepared by:

Steve Johnson - Deputy Chief of Police

Council Meeting Date: 05/26/2026

Date Prepared: 05/20/2026

Agenda: Consent

Background Information: The Grass Valley Police Department (GVPD) uses a Records Management System (RMS) and Computer Aided Dispatch (CAD) software designed for public safety agencies to manage records and coordinate emergency dispatch and response. The Police Department started using its current RMS/CAD vendor over 25 years ago. Over that time, the product they provide has not changed significantly and has had only one major revision. That software has now reached end-of-life as it is no longer being supported.

During the past two decades of using our current RMS vendor only one major revision has been deployed. With the rapid advancements in technology and the increasingly growing regulatory and reporting requirements for California law enforcement a ever-green system is desirable. Replacing the current RMS is necessary to ensure continued compliance with California law, improve operational efficiency, and will better position our agency to meet current and future legal mandates while supporting effective, data-driven policing. Additionally, as a member of the Nevada County Regional Dispatch environment, the move by the County and other partners necessitates our move to the same platform to ensure continuity of service, particularly related to computer aided dispatch connectivity.

As a result, GVPD has worked in conjunction with the Truckee Police Department, the Nevada City Police Department, and the Nevada County Sheriff's Office (NCSO) for all Nevada County law enforcement agencies to transition to Sun Ridge Systems as our new RMS/CAD vendor. With all law enforcement within the county using the same vendor, it will better enable all agencies to seamlessly operate for any coordinated emergency response. At the same time, this system is capable of being used in a

stand-alone dispatch center giving Grass Valley options as we move into the future. All agencies being on the same software will also allow continuous integration with the District Attorney's Office for criminal prosecutions.

The Nevada County Sheriff's Office collaborated with the County's Purchasing Department to source a competitively awarded agreement issued by Yuba County's Administrative Services Department, RFP 901639 with Sun Ridge Systems, Inc. Through Nevada County purchasing rules, NCSO received Board of Supervisor approval to execute a contract with Sun Ridge Systems, Inc. on April 7, 2026 (see attached). NCSO's contract approval with Sun Ridge Systems Inc. has now allowed for the benefit of a group discount to take place for GVPD, as well as for the other two Nevada County law enforcement entities seeking the same RMS vendor. Additionally, Sun Ridge Systems Inc. has a strong reputation for efficiency and customer satisfaction with approximately 240 other California law enforcement customers.

The funds for this project have been vetted as an appropriate use of Measure E funds by the Measure E Oversight Committee on May 19, 2026. Funds are not anticipated to be spent until FY26/27 and will be included in the FY26/27 City Budget.

Council Goals/Objectives: The execution of this action attempts to achieve Strategic Goal #6 - Exceptional Public Safety

Fiscal Impact: This is a five-year contract with year-one implementation cost being \$319,141 which includes deployment of the new RMS system and maintenance costs for year one. Annual vendor maintenance costs for years two-five will be budgeted each year in the police department budget and the cost of which is consistent with existing costs for the current system.

This fiscal impact is specific to the vendor for implementation.

Funds Available: Yes

Account #: Measure E

Reviewed by: Alex Gammelgard - Interim City Manager/Police Chief

Attachments:

- (1) Nevada County Sheriff Board Agenda Memorandum
- (2) Proposed Agreement with Sun Ridge Systems, Inc.

**NEVADA COUNTY
SHERIFF'S OFFICE**



SHANNAN MOON
SHERIFF/CORONER
PUBLIC ADMINISTRATOR

NEVADA COUNTY BOARD OF SUPERVISORS
Board Agenda Memo

MEETING DATE: April 7, 2026

TO: Board of Supervisors

FROM: **Shannan Moon, Sheriff-Coroner-Public Administrator**

SUBJECT: Resolution approving a software and service agreement between Sun Ridge Systems, Inc. and County of Nevada for a Records Management System, Jail Management System and Computer Aided Dispatch software and support agreement for a five-year term in the amount of \$1,972,957 and authorizing the execution of the agreement, and amending Fiscal Year 2025/26 budget (4/5 affirmative vote required)

RECOMMENDATION: Adopt Resolution

FUNDING: Funding will affect the Sheriff's Office Corrections, Administration, and Dispatch budgets. The Fiscal Year 2025/26 funding requirement is \$1,397,567.00 for software implementation and support service maintenance for Year 1. Funding will come in part (\$700,000) from the 2023 DHCS CalAIM PATH Round 3 grant (State funding) already received by the County. Remaining funding will come from release of the County's Information Systems Infrastructure assignment (\$697,567). Future year support maintenance costs will be included in the Sheriff's budgets and there is no additional General Fund impact.

BACKGROUND: The current Records Management System (RMS), Jail Management System (JMS) and Computer Aided Dispatch (CAD) software are used by public safety agencies to manage records, oversee jail operations, and coordinate emergency dispatch and response. The Nevada County Sheriff's Office's (NCSO) current software system has reached end of life and aspects of the software are no longer supported.

IGS has identified the records management system upgrade as essential to their information systems infrastructure security initiative. IGS and NCSO have therefore been collaborating on replacement options for the current software and have conducted research and surveyed other California law enforcement agencies. IGS determined that Sun Ridge System, Inc. was rated one of the highest software systems available for law enforcement agencies.

All divisions of NCSO toured a neighboring agency, Yuba County, who recently underwent the Request for Proposal (RFP) process, of which they selected Sun Ridge Systems, Inc. Subsequent

Sun Ridge Systems Inc. was selected as the software which best meets the needs of NCSO and has the most opportunity for growth.

The Sun Ridge software has a strong representation among local law enforcement agencies in California, specifically demonstrating the capability of a CalAIM/Re-Entry module. This specific module will allow NCSO to track CalAIM Justice Involved (JI) services provided to our eligible incarcerated persons, a requirement by the Department of Health Care Services.

NCSO has received approval from DHCS to utilize a portion of our CalAIM PATH Round 3 grant funding for the replacement of the jail management system and corresponding integrations.

Further, NCSO has worked in conjunction with Grass Valley Police Department (GVPD), Nevada City Police Department (NCPD) and Truckee Police Department (TPD) for all Nevada County law enforcement agencies to transition to Sun Ridge Systems. This will allow our agencies to seamlessly operate through our Regional Dispatch Center and in any coordinated emergency response. All agencies being on the same software will allow continuous integration with the District Attorney's Office.

Total project costs for the five-year period is \$1,972,957 and are broken out by year as follows: project implementation and Year 1 Support – \$1,397,567; Year 2 Support– \$134,481; Year 3 Support– \$139,860; Year 4 Support– \$146,853; and Year 5 Support – \$154,196.

The Sheriff's Office collaborated with the Purchasing Department to source a competitively awarded agreement issued by Yuba County's Administrative Services Department, RFP 901639 with Sun Ridge Systems, Inc.

This resolution is specifically asking Board approval for leveraging a "Piggyback" agreement to the Yuba County Sun Ridge Systems, Inc., RIMS and InCustody software program.

The Nevada County Purchasing Policy Section 4.5(B) allows for purchases made from other public agencies competitive solicitations, or by use of Joint Powers Agreements, Cooperative Purchasing programs, Pooling Agreements, and other recognized types of agreements used by government agencies to combine agency requirements for purchases to obtain volume discounts.

Therefore, approval is required to execute this Agreement per Purchasing Policy section 7.1(B), which requires all contracts with a total annual cost of more than \$50,000 must be approved by the Board of Supervisors.

Purchasing Policy Section 7.3(D) allows for change orders, alterations, or addenda to a Board of Supervisors' approved contract that changes or amends the contract in an amount that is not more than ten percent (10%) of the Board-approved amount, not to exceed \$50,000.

Initiated by: Georgette Aronow
Approved by: Shannan Moon

SUN RIDGE SYSTEMS, INC. SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement (“Agreement”) is executed in duplicate as of _____, 2026, between Sun Ridge Systems, Inc., a California corporation (“Sun Ridge”), and City of Grass Valley, a California municipal corporation (“the City”) located at 125 E. Main Street, Grass Valley, CA 95945.

Section 1. Agreement. That for and in consideration of payments and agreements hereinafter mentioned to be made and performed by the City, and under the conditions set forth in this Agreement, Sun Ridge agrees to provide computer software (“Software”) and services (“Services”) to the City as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. The Software support and maintenance services to be provided by Sun Ridge as part of the Services are more specifically described in Exhibit C attached hereto and incorporated herein (“Software Support Services Agreement”).

Section 2. City Project Manager. Sun Ridge shall work under the general direction of Dale Norvell in fulfilling this Agreement.

Section 3. Scope of Work. The project that is the subject of this Agreement shall consist of the delivery by Sun Ridge to the City of the Software and Services (the “Project”) described in Exhibit A.

Section 4. Payment Schedule. In consideration for the Software and Services to be provided by Sun Ridge under this Agreement, the City agrees to pay Sun Ridge the Total Contract Amount (“Contract Amount”) given in Exhibit B according to the following schedule (“Payment Schedule”):

<u>Milestone</u>	<u>Amount of Payment</u>
Project Initiation	25% of Contract Amount
Software Installation Complete	25% of Contract Amount
Training Complete	25% of Contract Amount
Final Acceptance	25% of Contract Amount

The City shall not be entitled to withhold or delay payments due to Sun Ridge pursuant to the above Payment Schedule due to delay in the delivery, installation, or testing of Software items described in Exhibit A where the delay is the result of action or inaction or breach of this Agreement by the City, its agents or employees or the action or inaction of a third party which is not within Sun Ridge’s reasonable control.

Section 5. Invoices. Invoices shall be sent to:

GVPD	Administration	–	gvpdadmin@grassvalleyca.gov
Accounts	Payable	–	ap@grassvalleyca.gov

Upon receipt of the invoice, the City shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by the City within thirty (30) days after the City’s receipt thereof.

In addition to any other amounts for which the City is liable under this Agreement, the City agrees to pay to Sun Ridge a late charge equal to one percent (1%) of the amount due if the City fails to pay Sun Ridge any amount that is due and owing pursuant to this Agreement within sixty (60) days after the City's receipt of an invoice from Sun Ridge. Any invoiced amounts that are due and owing under this Agreement which the City fails to pay to Sun Ridge within ninety (90) days after the City's receipt of an invoice from Sun Ridge shall thereafter bear interest at the rate of twelve percent (12%) per annum or the highest interest rate allowed by applicable law, whichever is less.

Section 6. Term of Agreement. Unless terminated earlier in accordance with the provisions of this Agreement or applicable law, the term of this Agreement ("Term") shall be from the date shown on the first page of this Agreement through completion of the Project. Completion of the Project means the installation by Sun Ridge of all of the Software, the completion by Sun Ridge of all training and other Services and the payment by the City to Sun Ridge of the entire Contract Amount. The Project schedule is to be separately generated and agreed to between the parties. Notwithstanding the foregoing, the License described in Section 9 below will remain in effect until it is terminated pursuant to Section 9.

Section 7. Warranty/Disclaimer of Liability.

a. Sun Ridge warrants that upon delivery, and thereafter at all times during the Term, the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. The City's sole and exclusive remedy for breach of this warranty will be repair or replacement of the Software. Sun Ridge will make reasonable efforts to correct errors in the Software but does not warrant that the Software is error-free or will perform without interruption. The City has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

b. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO THE SOFTWARE, EXPRESS OR IMPLIED, AND SUN RIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER PART OF THE PRODUCT. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE CITY FOR THE PRODUCT.

Section 8. Final Acceptance. For thirty (30) days from the beginning of the City's Operational Use of the Software or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Test Period"), the City shall test the system for defects and anomalies. "Operational Use" is defined as the City's use of the Sun Ridge Software in the course of the City's daily business activities. During the Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by the City under the Software Support Services Agreement (Exhibit C). At the end of the Test Period, the City shall accept or reject the Software as follows:

a. If the City determines that the Software is performing to its satisfaction it shall immediately provide written notice to Sun Ridge of final acceptance of the Software ("Final Acceptance Notice"), and upon receipt of a valid invoice from Sun Ridge, shall

process and pay the final milestone of the Contract Amount including any additional outstanding milestone Payment Amounts. Any remaining issues with the Software shall be covered as part of the original cost of the system and handled as maintenance items under the Software Support Services Agreement (Exhibit C).

b. If the City decides to not accept the Software, then it must so notify Sun Ridge in writing within ten (10) calendar days after the end of the Test Period (a "Rejection Notice"). If a Rejection Notice is given, this Agreement shall be automatically terminated and all payments already made by the City to Sun Ridge, less the cost of project management, installation, data conversion, and training services provided up to the date of termination shall be returned to the City by Sun Ridge within thirty (30) days after receipt of the notice. The terms of Section 11 and all other provisions of this Agreement that expressly survive such termination shall apply.

c. If the City fails to provide a Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then the City's final acceptance of the Software shall be considered to have occurred and the City and Sun Ridge shall proceed as described in section 8.a above.

Section 9. Software License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Sun Ridge grants to the City a nonexclusive and non-transferable license, effective upon the City's Final Acceptance of the Software pursuant to Section 8 above, to use the Software in connection with the City's normal and customary daily operations substantially as they exist as of the date of commencement of the Term as described below (the "License"). The City shall acquire no ownership or other rights in or to the Software except for the License granted hereunder, and title to the Software shall at all times remain with Sun Ridge.

a. The following additional terms, conditions and limitations apply to the License:

i. The City may use the Software only for the agency that is the subject of this Agreement. The City shall not permit any other agency to use the Software unless it has first obtained explicit written agreement from Sun Ridge to do so;

ii. The City may make a copy of the Software for backup or modification purposes only in support of the City's authorized use of the Software hereunder as Sun Ridge has expressly authorized; and

iii. No one using the Software, and no one for whose benefit the Software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the Software or any part or copies thereof to any third party.

iv. The City shall not transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency.

v. The City shall not use the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component.

vi. The City shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge.

vii. The License granted under this Agreement shall apply only to the object code for the Software. No one using the Software, and no one for whose benefit the Software is being used, shall have the right to use or have access to the source code for the Software, and neither the City nor anyone using the Software pursuant to this License will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software.

viii. The City acknowledges that the Software and the Documentation constitute trade secrets of Sun Ridge. The City agrees to maintain the confidentiality of the Software and the Documentation, and shall take commercially reasonable steps to preserve that confidentiality pursuant to Section 12 of this Agreement.

b. The term of the License shall commence upon Final Acceptance of the Software by the City, and shall continue until the License is terminated as provided below.

i. Sun Ridge may immediately terminate the License in the event of any failure by the City to comply with the terms or conditions of this Agreement by giving written notice of such termination to the City in compliance with Section 11 of this Agreement. In the event the City has leased the Software from Sun Ridge, the License will terminate automatically upon termination of the lease. Upon such termination, the City shall immediately cease further use of the Software and will cause all copies of the Software to be destroyed or returned to Sun Ridge, and Sun Ridge shall refund to the City all amounts prepaid by the City for any period of the License commencing with the effective date of termination.

ii. The City may terminate the License at any time by giving written notice thereof to Sun Ridge and by destroying or returning to Sun Ridge all copies of the Software. The City acknowledges and agrees that any election by the City to terminate the License hereunder will not entitle the City to any refund of amounts paid or compensation of any kind from Sun Ridge, except to the extent that the City terminates the License due to a breach of this Agreement by Sun Ridge.

iii. Upon any termination or expiration of the License, an authorized representative of the City shall certify in writing to Sun Ridge that all copies of the Software and the Documentation which were the subject of the License have either been destroyed or returned to Sun Ridge as required above.

iv. The provisions of Sections 7 and 10 through 13, inclusive, shall survive the expiration or termination of this Agreement.

c. Sun Ridge may, at its option, release updates to or new versions of the Software. If the City elects to obtain any update or new version of the Software, the use of such update or new version will be subject to the terms and conditions of this Agreement.

d. Except as expressly provided in this Agreement, Sun Ridge retains all intellectual property rights and other rights to the Software, Documentation (as defined below), and the source code for the Software.

Section 10. Data Ownership

a. Notwithstanding any other provision of this Agreement, all data created, stored, transmitted, processed, or maintained by the City using the Software, including but not limited to CAD data, RMS data, reports, attachments, audit logs, CJIS information, and associated metadata (“City Data”), shall remain the sole and exclusive property of the City. No ownership rights in City Data are transferred to Sun Ridge under this Agreement.

b. Sun Ridge may access or use City Data solely for the purpose of performing services under this Agreement and for no other purpose unless expressly authorized in writing by the City.

c. Upon termination or expiration of this Agreement, Sun Ridge shall, upon request by the City, provide the City with a complete export of all City Data in a commercially reasonable electronic format.

Section 11. Indemnity and Insurance.

a. Sun Ridge agrees to indemnify, defend, and hold harmless the City and its officers, directors, shareholders, employees, and agents (the “City Indemnified Parties”) from any and all claims, demands, liabilities, and costs, including attorney’s fees (“Claims”), arising out of or relating to (i) any actual infringement of a third-party’s intellectual property rights or (ii) the negligence or willful misconduct of any employee or agent of Sun Ridge occurring during or as a result of Sun Ridge’s performance of its obligations hereunder, provided that Sun Ridge shall have no indemnity or other obligations to the City hereunder to the extent any such Claims arise from or are the result of the negligence or other fault of the City or its employees, agents or other contractors nor shall the foregoing indemnity and hold harmless obligations of Sun Ridge extend to or cover any Claims arising from or relating to claims of defects or errors in the Software or the City’s use or inability to use the Software. This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement. Notwithstanding the foregoing, the City expressly waives, releases, and agrees that neither Sun Ridge nor Sun Ridge’s officers, directors, shareholders, employees, agents, or affiliates shall have liability for any lost business, incidental, special, or consequential damages arising out of or related to the use or implementation of the Software; provided, however, that this limitation shall not apply to claims arising from Sun Ridge’s gross negligence, willful misconduct, breach of confidentiality obligations, violation of applicable law, or failure to comply with applicable requirements.

b. During the term of this Agreement, Sun Ridge shall comply with the following insurance requirements:

i. Workers’ Compensation. Sun Ridge shall fully comply with the terms of the law of California concerning workers’ compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Sun Ridge may have for workers’ compensation. Said policy shall also include employer’s liability coverage of \$1,000,000 per accident for bodily injury or disease.

ii. General Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, and property damage personal injury; coverage includes products and completed operations, Said insurance shall provide (1) that the City, its officers, and employees shall be included as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and non-contributory.

iii. Automobile Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement business automobile

liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Said insurance operate as primary insurance, and non-contributory.

iv. Certificates of Insurance. Sun Ridge shall file with City upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City prior to the effective date of such cancellation, or change in coverage.

Section 12. Termination Rights. Either party may terminate this Agreement upon material breach of any of the terms of this Agreement by the other Party, after first giving the other party written notice of such breach and thirty (30) days to cure. If the breaching party does not cure the breach within the allotted time, the Agreement will be terminated. Upon Termination, each party will return, delete, or destroy any copies, whether tangible or electronic, of Confidential Information obtained from the other party pursuant to this Agreement, including but not limited to any Documentation and any Confidential Information stored on any equipment that may be returned, and certify to the other party in writing within five (5) business days of the termination date that it has done so.

Section 13. Confidential Information. “Confidential Information” means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including but not limited to the Software and the Documentation pertaining thereto. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of Confidential Information, or is lawfully obtained from a third party. Confidential Information also shall not include this Agreement nor any provision hereof. “Documentation” means those visually readable materials developed by or for Sun Ridge for use in connection with the Software, in either written or electronic form.

Each party agrees to protect the other party’s Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a “need to know” basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the parties shall cooperate and take all reasonable acts (without cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information specifically requested by the tribunal or person compelling such disclosure shall be provided and no interpretation or analysis of such data prepared for the purpose of such disclosure shall be disclosed unless approved the party whose Confidential Information is at issue or required by law.

Section 14. Security and CJIS Compliance. Sun Ridge acknowledges that the Software and Services provided under this Agreement may access, store, process, or transmit

Criminal Justice Information (CJI) and Criminal Justice Information Services (CJIS) data. Sun Ridge agrees to comply with all applicable FBI CJIS Security Policy requirements and California Department of Justice requirements.

Section 15. General Terms.

a. Governing Law and Venue. This Agreement will be construed by and enforced in accordance with the laws of the state of California. The venue for any action to interpret or enforce this Agreement shall be the Nevada County Superior Court.

b. Arbitration. If a dispute arises from or related to this Agreement or the breach of this Agreement and if such dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation to be held in Sacramento, California, under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this Agreement, or breach of this Agreement, shall be settled in arbitration to be held in Sacramento, California. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association, and the parties shall be allowed discovery in accordance with the California Code of Civil Procedure. If Sun Ridge and the City cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of Sun Ridge and the City (or, if a party fails to make a choice, by the American Arbitration Association on behalf of such party) and the two arbitrators so chosen will select one additional arbitrator. The decision of the single arbitrator jointly selected by Sun Ridge and the City, or, if three arbitrators are selected, the decision of any two of them will be final and binding on the parties and the judgment of a court of competent jurisdiction may be entered on such decision. The prevailing party shall be entitled to recover reasonable fees and expenses resulting from any arbitration proceeding.

c. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.

d. Assignment. Parties may not transfer, assign, or sublicense this Agreement, any license hereunder, or any of its rights or duties hereunder to any other person, site or corporation without the prior written consent of the other party. Any attempted transfer, assignment, or sublicense made without prior written consent shall be completely void.

e. Notice. Any notice requested or permitted to be given hereunder shall be sent prepaid, certified mail, return receipt requested, and shall be deemed to have been given on the third (3rd) business day after mailing to the other party as follows: to the City at the address indicated in the initial paragraph of this Agreement or to electronic mail address _____; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, or electronic mail address Carolj@SunRidgeSystems.com. Notices may be given by electronic mail transmission to such address as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such address with confirmation of a successful transmission.

f. Independent Contractors. The parties to this Agreement shall constitute independent contractors. Nothing in this Agreement shall be construed as establishing any employment, partnership, joint venture or similar arrangement between the parties, and no party has any authority to commit any other party to any obligation to any other person or entity, unless expressly agreed to in writing signed by such party.

g. Force Majeure. Sun Ridge shall not be responsible for interruption of, interference with, diminution of, or suspension of any of its products or services, including performance failure, which are caused by strike, lockout, riot, epidemics, war, government regulation, fire, flood, natural disaster, acts of God, utility failures, losses or injuries arising directly or indirectly from criminal acts, negligent acts of others, malfunctions or inadequacies of equipment or service not directly within the control of Sun Ridge.

h. Authorization/Entire Agreement/Modification. This Agreement will be effective upon signing by the City and Sun Ridge. This Agreement is the complete and final Agreement of the parties relating to the subject of this Agreement and it replaces and supersedes any prior or contemporaneous oral or written understandings or agreements. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

This Agreement has been executed by the parties hereto, from the date shown on the first page.

SUN RIDGE SYSTEMS, INC.

CITY OF GRASS VALLEY

By:

By:

Carol Gomes Jackson
Its: President

Alex Gammelgard
Its: Chief of Police

Exhibit A Scope of Work

Section 1 – Software Licenses

The City has purchased the following software licenses:

- RIMS Computer Aided Dispatch Software
- RIMS Records Management Software
- RIMS Mobile Computer and Mobile Mapping Software
- iRIMS Law Mobile App Software
- RIMS In-Station Mapping Software
- RIMS Property Room Bar Coding Software
- RIMS Text Paging Link Software
- RIMS Citizen RIMS Public Access Software
- RIMS Collaborate Data Sharing Software
- RIMS Officer Training Management (TIMS) Software

The City has purchased the following RIMS interface software:

- RIMS E911 Link
- RIMS State Link Software
- RIMS DA Link to Karpel Software
- RIMS Body Worn Camera Link to AXON Software
- RIMS AutoCite Import Link Software
- RIMS CHP 555 Export Link to SWITRS Software
- RIMS Flock Vehicle Alert Integration Software

Section 2 - Project Schedule

Upon execution of the Agreement, Sun Ridge and the City, in conjunction with the Nevada County Sheriff's Office, shall define a mutually agreed on project schedule.

Section 3 – Hardware/Equipment

Sun Ridge is providing one (1) Worth Data Bar Code Scanner

Section 4 – Third-Party Software

Sun Ridge is providing no Third-Party software.

Section 5 - Installation

Sun Ridge will install all Sun Ridge provided Software on Nevada County Sheriff's Office provided servers and will provide instruction to the City staff on how to install the client workstation Software and Mobile/App Software. The City's workstations (including desktop and laptop computers as well as Android and/or iOS devices) shall meet the minimum specifications set forth in Section 11. Access to the City computers/workstations shall be via **unattended remote access** using a product called Bomgar by Beyond Trust, provided by Sun Ridge. As part of installation, Sun Ridge shall set up a basic system backup process of City databases to local disks on the NCSO servers.

Section 6 – Configuration

Sun Ridge will provide the following sessions for the City’s designated RIMS Administrators. These sessions must be conducted in coordination with the other participating agencies.

RIMS Configuration and Setup: Consists of up to 16 hours for RMS configuration instruction to be conducted via phone and/or remote access. The City’s “RIMS Administrators” will be instructed on how to configure RIMS to most closely meet the desired operational procedures of the City. In some cases, the RIMS Administrators may find that modifying existing procedures may be desired in order to take full advantage of RIMS functionality. Discussions will include:

- Customization of drop-down menu choices for 200+ fields
- The City’s records management operational decisions
- Paper flow vs paperless vs less paper for records
- Selection of case format type
- Review of data conversion processes and implementation, including reviewing data and starting data translations if converted data is available at the time the session is scheduled

Section 7 - Map Engineering Services

Sun Ridge will provide map engineering services assuming an ESRI-based map source. This process involves the City supplying an ERSI street centerline file (and layers) to Sun Ridge so that Sun Ridge can build maps for use by the RIMS mapping software products.

Section 8 - Integration

Sun Ridge will provide RIMS sided interfaces for all third-party software applications listed in Section 1 above. The City must coordinate with third-party vendors to complete and test their portion of the interface.

Section 9 – Training

Sun Ridge is providing “end user” training all of which will be conducted on-site at a City provided location(s). Training days are contiguous, including weekends. Class times are 0800 to no later than 1700. Sun Ridge will provide a training plan at least 30 days prior to the first training session, generally following the parameters and total number of classes set forth in the following chart but with the specifics mutually agreed upon by the Parties.

Sun Ridge will provide course materials/handouts in electronic format in advance of the training. A “session” is a repeat of the same class/material.

End User Training

Subject	Sessions Offered	Days Per Session	Total Days	Class Size
CAD Overview	1	1	1	No more than 2 students per workstation/10 students per session max
Officer/Mobile Training	3	2	6	No more than 2 students per workstation/20 students per session max
Records	1	1	1	1 student per workstation (also must attend Day 1 of Officer Training)
Property Room Training	1	1	1	1 student per workstation (also must attend Day 1 of Officer Training)
TIMS	1	1	1	1 student per workstation (also must attend Day 1 of Officer Training)
RIMS Admin Review	1	1	1	TBD
Post Go Live Review	1	1	1	TBD (Remote)
Post Go Live Refresher	1	1	1	TBD (Remote)

Section 10 - Go Live Support

One (1) Sun Ridge staff will be on site on the day of and the day after go live. Staff will be on site to answer questions and to address any system problems.

Section 11 - The City's Responsibilities

The City is responsible for the following:

- Installation of all remaining client workstations
- Installation of all remaining mobile computers
- Installation of all remaining smartphone/tablet devices
- Coordinate and schedule resources of the City to include IT staff
- Identify RIMS Administrators
- Provide data communications infrastructure (network, wireless, internet, intranet) and high speed connectivity to the RIMS servers at the Nevada County Sheriff's Office.
- Coordinate testing of the State Message Switch

- Contact third party vendors, and any other required third-parties, and coordinate their schedules and costs they may charge the City to provide, install and test their portion of the interface to RIMS.
- Provide initial map source file
- Ensure all user-maintained configuration and data validation tables are completed prior to the start of training
- Provide training facilities and workstations (meeting minimum workstations requirements) and ensure access to RIMS training database from the training location(s)
- Training facilities must meet current Federal, State and local guidelines for health and safety, including those that may affect class size and physical configuration
- Make paper copies of class materials and handouts provided by Sun Ridge
- Schedule the City's staff into requisite classes
- Assume any costs for staff overtime or other expenses incurred to support training schedule
- The City will allow **unattended remote access** (during implementation) to Sun Ridge allowing the use of Bomgar by BeyondTrust remote access software so that Sun Ridge may meet its responsibilities under this Agreement
- The City will provide the following hardware meeting the following minimum specifications:
 - **Servers:** A file server at the City's location may be required.
 - **Monitor Resolution: 1920 x 1080 for all devices**
 - **Desktop Workstations**

Existing Computers:

- Microsoft Windows 11
- 2+ Ghz CPU / i5+
- 8GB RAM
- Any Size Disk Space

New Computers:

- Microsoft Windows 11+
 - i7/i9 CPUs
 - 16GB RAM
 - Any Size Disk Space
- **Mobile Computer Specifications:** RIMS Mobile Computer Software/OFR Software and RIMS Mobile Mapping run on Windows laptops or Windows tablets per the following minimum specifications:

- **Recommended Specifications (If purchasing new Laptops/Tablets)**

Laptops / Tablets
Microsoft Windows 10+
i7/i9 Processor
16 GB+ RAM
Any Size Disk Space

Optional features for Mobile RIMS: include support for touchscreens, locally connected GPS devices (COM-port Serial or network connection to the modem), NFC readers for YubiKeys (MFA), and Driver’s License barcode scanning using enabled Getac tablets or DL scanners (Com-port Serial – AAMVA format – purchased separately by the City).

- **Phone and Tablet Devices:** The City must provide connectivity from the phone or tablet via the internet to the NCSO to reach the Application Server. The City must also provide a secure method to reach the Application Server, which can be done in various ways. Most agencies choose to use an agency-provided Virtual Private Network (VPN) or Net-Motion-type product that these devices support. Supported Devices Include:

Android Devices	iOS Devices
Android v13+	iOS v16+

- **FBI CJIS Requirements:** All workstations must comply with FBI CJIS policies, including Multi-Factor Authentication (MFA). MFA can be provided within the Sun Ridge Systems products, or the City can use its own solution. Sun Ridge only offers these two MFA possession solutions: Time-Based One-Time Password (TOTP) Authenticator and physical YubiKeys (purchased by the City). For mobile devices using Mobile RIMS or iRIMS, a Mobile Data Management (MDM) software product may be required, which Sun Ridge does not provide nor sell. The City is responsible for other FBI CJIS requirements, including virus protection, local firewalls, and VPNs.
- **Bar Coding** - Purchase a minimum of one (1) DYMO LabelWriter 550 Turbo Label Printer and minimum one (1) month supply of Dymo Labels # 30256 for Property Room.

Exhibit B – Contract Amount

Item	Price
RIMS Computer-Aided Dispatch (CAD) Software	\$31,000
RIMS Records Management System (RMS) Software	\$46,200
RIMS Mobile Computer and Mobile Mapping Software	\$28,000
iRIMS Law iOS/Android App Software	\$11,000
RIMS In Station Mapping Software	\$11,480
RIMS Property Room Bar Coding Software	\$13,000
RIMS Citizen RIMS Public Access Software	\$6,000
RIMS E911 Link Software	\$6,560
RIMS State Link Software (CLETS)	\$7,380
RIMS Text Paging Link Software	\$2,460
RIMS Collaborate Data Sharing Software	\$7,000
RIMS Officer Training Management Software	\$5,000
RIMS DA Link to Karpel Software	\$4,000
RIMS Body Camera to AXON Link Software	\$2,000
RIMS AutoCite Link Software	\$2,000
RIMS CHP 555 Export to SWITRS Link Software	\$5,000
RIMS to Flock Vehicle Alert Integration Software	\$4,000
Mapping Data Engineering Services	\$2,500
Worth Data Bar Coding Equipment	\$1,700
Installation and Training	\$93,896
Annual Support and Updates - First Year*	\$28,812
California Sales Tax	\$153
CONTRACT AMOUNT	\$319,141

* Support and Updates renew annually as described in Exhibit C. Annual support and maintenance fee increases after the initial support term shall not exceed five percent (5%) annually for Years 2 through 5. Any increase in excess of five percent (5%) must be mutually agreed to in writing by both parties. The addition by the City of new Software products during this period does not count towards the annual percentage increase.

Exhibit C – Support Services Agreement

This is a description of the software support, maintenance, and update/upgrade services to be provided by Sun Ridge Systems, Inc. (“SRS”) to the City of Grass Valley (“Licensee”) as part of a Software Support Services Agreement (“Agreement”). This Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective on the date of system cutover of the first RIMS product in production use.

Under this agreement SRS agrees to provide the following services to Licensee:

1. **Coverage Hours.** SRS will provide a toll-free phone number and dedicated email address for support purposes during normal service hours. Normal service hours are defined as Monday-Friday, 8AM-5PM PST, except for New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day (“common holidays”).

However, for instances where the Licensee’s system is completely inoperable due to an SRS software problem (“critical problems”) preventing basic system operation, service will be available 24 hours, 7 days a week, common holidays included. Examples of critical problems include:

- RIMS is down/not responding on multiple workstations
- Cannot create a call for service (CAD Incident)
- Cannot issue a case number
- Unable to access NCIC
- Other issues that will not allow the user to complete critical tasks

Licensee will have taken reasonable measures prior to contacting SRS support during non-service hours including:

- Verified that the issue is not related to just 1 workstation
- Restarted the workstation in question
- Contacted in-house IT support if the issue is related to network or server errors
- Verified the issue is critical enough that it cannot wait until normal support hours

2. **SRS Response to reported problems.** SRS agrees to provide service and assistance as expeditiously as possible as follows:

- a. Most problems will be resolved with the initial phone call or email.

- b. For problems that cannot be immediately resolved, SRS will work to resolve the problem based on the severity of the problem *and* the urgency reported by Licensee.
- For critical problems, SRS personnel will work with Licensee until the situation is resolved.
 - For problems that are not critical problems that have a lesser though continuing impact on operations of Licensee SRS will endeavor to provide a solution or workaround within 72 hours of the problem being reported to SRS by the Licensee.
 - For other problems SRS may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.
3. **Licensee equipment and software responsibilities.** Licensee agrees to allow SRS to remotely connect to Licensee's system when a problem is reported. SRS uses BeyondTrust remote access software for secure installation and follow-on support services. BeyondTrust software provides superior security and does so over an ordinary internet connection via an SRS server that hosts a BeyondTrust security hardware device.
- If Licensee does not allow unattended access, the SRS response to a service request may be delayed until a responsible party of the Licensee allows access. Once remote access is obtained, SRS will examine data files, investigate reported problems, and provide updates and corrections as necessary.
4. **Provision of software updates.** SRS will provide all new enhanced and updated versions of software licensed to Licensee at no additional cost. This software will be provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the SRS ftp web site. SRS will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.
5. **Term.** The term of the support period shall be one year from the date of system cutover and shall be annually renewed for another year upon payment of invoice. Payment for subsequent years is due in advance of the day the services begin. Non-payment of the support invoice within 60 days shall be cause for terminating or suspending support services at the discretion of SRS.
6. **Termination.** Licensee may terminate this Agreement with or without cause upon ninety (90) days written notice to SRS. If terminated, Licensee is entitled to a prorated refund for the service days not consumed beginning on the last day of the month the written notice is received by SRS to the end of the remaining term of the Agreement.
7. **Limitations.** SRS agrees to provide support only for public safety application software provided by SRS. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although SRS may assist Licensee in isolating problems to this software. (SRS reserves the right to charge for diagnostic services in the event it is

determined that the reported issue is not attributable to RIMS.) Also specifically excluded is responsibility for administration, support, or maintenance of Licensee' server, computer network, operating systems, or database (Microsoft SQL Server).

Licensee may request that SRS provide support services outside the limitations of this Support Services Agreement. If SRS agrees to provide any requested additional support services, such support services will be provided at SRS's then current rate and under terms and conditions that SRS may require.

This Agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners, and other computer peripheral devices with the exception that SRS will assist Licensee in determining whether a problem is attributable to RIMS.



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

Title: Direction to file annual reports for Landscaping and Lighting Districts (LLD) and Benefit Assessment Districts (BAD) for Fiscal Year 2026-27

Recommendation: It is recommended that the City Council adopt five Resolutions (2026-16, 2026-17, 2026-18, 2026-19, and 2026-20) directing the filing of the annual reports for Landscaping and Lighting Districts (LLD) - Annual Assessments for Fiscal Year 2026-27 and Benefit Assessment Districts (BAD) - Annual Assessments for Fiscal Year 2026-27.

Prepared by: Jennifer Styczynski, Finance Director

Council Meeting Date: 05/26/2026

Date Prepared: 05/19/2026

Agenda: Consent

Discussion: To continue funding the maintenance of improvements within the City's Landscaping and Lighting Districts and Benefit Assessment Districts, an annual assessment must be levied and submitted to the Nevada County Tax Roll. The revenues from the Landscaping and Lighting District assessments support the maintenance of landscaping, related structures, landscape utilities, street lighting, and administrative costs within each district. The revenues from the Benefit Assessment District assessments cover storm drain maintenance and administrative costs within their respective districts.

Directing the City Engineer to prepare the annual reports is the first step in the process of placing these assessments on the tax roll.

Council Goals/Objectives: The Landscape and Lighting Districts and Benefit Assessment Districts annual assessments supports the Strategic Plan - City Infrastructure Investment by covering costs for community-specific structures and services.

Fiscal Impact: To be determined once the reports are completed.

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments: Resolutions (5)

RESOLUTION NO. 2026 - 16

RESOLUTION DIRECTING FILING OF ANNUAL REPORT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 ASSESSMENT DISTRICT NO. 1988-2 (RESIDENTIAL LANDSCAPING AND LIGHTING DISTRICT – MORGAN RANCH, VENTANA SIERRA, SCOTIA PINES, MORGAN RANCH WEST, RIDGE MEADOWS, AND LOMA RICA RANCH)

WHEREAS, the City Council of the City of Grass Valley, pursuant to the Landscaping and Lighting Act of 1972, has previously formed Assessment District No. 1988-2; and

WHEREAS, Section 22622 of the Streets and Highways Code requires the City Council to direct the preparation and filing of the annual Engineer's Report for said district.

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

1. **Designation of Engineer of Work.** Bjorn Jones, P.E., the person designated by this Council as the Engineer of Work for Assessment District No. 1988-2, is hereby directed to prepare and file the annual Engineer’s Report for Fiscal Year 2026-27, in accordance with the provisions of the Landscaping and Lighting Act of 1972.
2. **Authority.** This Resolution is adopted pursuant to Section 22622 of the Streets and Highways Code.

ADOPTED as a Resolution of the City Council of the City of Grass Valley at a regular meeting held on the 26th day of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Hilary Hodge, Mayor

ATTEST:

Taylor Whittingslow, City Clerk

APPROVED AS TO FORM:

David Ruderman, City Attorney

RESOLUTION NO. 2026 - 17

RESOLUTION DIRECTING FILING OF ANNUAL REPORT PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982 ASSESSMENT DISTRICT NO. 2010-1 (MORGAN RANCH WEST)

WHEREAS, the City Council of the City of Grass Valley has previously formed Benefit Assessment District No. 2010-1 (Morgan Ranch West) pursuant to the Benefit Assessment Act of 1982 (commencing with Section 54703 of the California Government Code; hereinafter referred to as the "1982 Act"); and

WHEREAS, the 1982 Act requires the preparation and filing of an annual Engineer’s Report in connection with the levy of assessments for said district.

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

1. **Designation of Engineer of Work.** Bjorn Jones, P.E., the person designated by this Council as the Engineer of Work for Benefit Assessment District No. 2010-1 (Morgan Ranch West), is hereby directed to prepare and file the annual Engineer’s Report for Fiscal Year 2026-27 in accordance with the provisions of the Benefit Assessment Act of 1982.

ADOPTED as a Resolution of the City Council of the City of Grass Valley at a regular meeting held on the 26th day of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Hilary Hodge, Mayor

ATTEST:

Taylor Whittingslow, City Clerk

APPROVED AS TO FORM:

David Ruderman, City Attorney

RESOLUTION NO. 2026 - 18

RESOLUTION DIRECTING FILING OF ANNUAL REPORT PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982 ASSESSMENT DISTRICT NO. 2003-1 (MORGAN RANCH UNIT 7)

WHEREAS, the City Council of the City of Grass Valley has previously formed Benefit Assessment District No. 2003-1 (Morgan Ranch Unit 7) pursuant to the Benefit Assessment Act of 1982 (commencing with Section 54703 of the California Government Code; hereinafter referred to as the "1982 Act"); and

WHEREAS, the 1982 Act requires the preparation and filing of an annual Engineer's Report in connection with the levy of assessments for said district.

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

1. **Designation of Engineer of Work.** Bjorn Jones, P.E., the person designated by this Council as the Engineer of Work for Benefit Assessment District No. 2003-1 (Morgan Ranch Unit 7), is hereby directed to prepare and file the annual Engineer's Report for Fiscal Year 2026-27 in accordance with the provisions of the Benefit Assessment Act of 1982.

ADOPTED as a Resolution of the City Council of the City of Grass Valley at a regular meeting held on the 26th day of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Hilary Hodge, Mayor

ATTEST:

Taylor Whittingslow, City Clerk

APPROVED AS TO FORM:

David Ruderman, City Attorney

RESOLUTION NO. 2026 - 19

RESOLUTION DIRECTING FILING OF ANNUAL REPORT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 ASSESSMENT DISTRICT NO. 1988-1 (COMMERCIAL LANDSCAPING AND LIGHTING DISTRICT – WHISPERING PINES AND LITTON BUSINESS PARK)

WHEREAS, the City Council of the City of Grass Valley, pursuant to the Landscaping and Lighting Act of 1972, has previously formed Assessment District No. 1988-1; and

WHEREAS, Section 22622 of the Streets and Highways Code requires the City Council to direct the preparation and filing of the annual Engineer's Report for said district.

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

1. **Designation of Engineer of Work.** Bjorn Jones, P.E., the person designated by this Council as the Engineer of Work for Assessment District No. 1988-1, is hereby directed to prepare and file the annual Engineer’s Report for Fiscal Year 2026-27, in accordance with the provisions of the Landscaping and Lighting Act of 1972.
2. **Authority.** This Resolution is adopted pursuant to Section 22622 of the Streets and Highways Code.

ADOPTED as a Resolution of the City Council of the City of Grass Valley at a regular meeting held on the 26th day of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Hilary Hodge, Mayor

ATTEST:

Taylor Whittingslow, City Clerk

APPROVED AS TO FORM:

David Ruderman, City Attorney

RESOLUTION NO. 2026 - 20

RESOLUTION DIRECTING FILING OF ANNUAL REPORT PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982 ASSESSMENT DISTRICT NO. 2016-1 (RIDGE MEADOWS)

WHEREAS, the City Council of the City of Grass Valley has previously formed Benefit Assessment District No. 2016-1 (Ridge Meadows) pursuant to the Benefit Assessment Act of 1982 (commencing with Section 54703 of the California Government Code; hereinafter referred to as the "1982 Act"); and

WHEREAS, the 1982 Act requires the preparation and filing of an annual Engineer's Report in connection with the levy of assessments for said district.

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

1. **Designation of Engineer of Work.** Bjorn Jones, P.E., the person designated by this Council as the Engineer of Work for Benefit Assessment District No. 2016-1 (Ridge Meadows), is hereby directed to prepare and file the annual Engineer's Report for Fiscal Year 2026-27 in accordance with the provisions of the Benefit Assessment Act of 1982.

ADOPTED as a Resolution of the City Council of the City of Grass Valley at a regular meeting held on the 26th day of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Hilary Hodge, Mayor

ATTEST:

Taylor Whittingslow, City Clerk

APPROVED AS TO FORM:

David Ruderman, City Attorney



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

Title: HOME investment Partnership (HOME) Application to the State of California

CEQA: Not a project

Recommendation: Approve Resolution 2026-22 authorizing the submittal of an application to the State of California Department of Housing and Community Development (HCD) for HOME Program Income funds to be used for the City's First-Time Homebuyer Assistance Program

Prepared by: Taylor Whittingslow, Deputy City Manager

Council Meeting Date: 05/26/2026

Date Prepared: 05/20/2026

Agenda: Consent

Background Information: Staff requests authorization to submit an application to expend their HOME Program Income (HOME PI) funds for the City's First-Time Homebuyer Assistance Program (FTHB Program) for \$892,615. This FTHB Program is used to facilitate eligible low-income households in the purchase of their first home.

The FTHB Program has been in operation since 1998 and has issued 65 loans to first-time homebuyers. The FTHB Program was placed on hold state-wide by HCD in 2022 to update guidelines for compliance with state and federal regulations, including incorporating recapture terms and new subsidy calculations. As such, the City has accrued \$892,615 in HOME PI that they have been unable to expend. In April 2026, HCD approved the City's new guidelines to begin administering their FTHB Program again. The State HOME Program also now requires cities to submit an application to access their HOME PI cash on hand.

Discussion: In response to the most recent version of the 2024 HOME NOFA dated January 21, 2026, Staff is proposing Council authorize an application in the amount of \$892,615 for a HOME PI-Only FTHB Program.

The parameters of the FTHB Program remain the same, which allows a maximum loan amount of \$75,000 for down payment assistance and closing costs. The terms are 2% deferred for 30 years. The City's HOME PI amount includes \$839,000 in loan funds and \$53,615 in administration funds. It is anticipated that at least 11 participants will be assisted.

Recommended Action: Adopt a resolution authorizing the submittal of a HOME PI-Only application from the City of Grass Valley for \$892,615 in HOME Investment Partnerships Program funds for the deployment of a First-Time Homebuyer Program and authorize the Mayor to execute the standard agreement, any amendments thereto, and any related documents necessary, and authorize the corresponding budget amendments if awarded the grant.

Council Goals/Objectives: Goal 1; Objective 1.A.1. Promote programs that improve livability; Develop quality of life housing opportunities

Fiscal Impact: No fiscal impact to the City. All costs to administer the program and process any loans are covered by the City's HOME PI funds

Funds Available: N/A

Account #: 233-304

Reviewed by: Interim City Manager

Attachments:

Resolution 2026-22

Nevada County HOME 2026 Income Limits

HOME FTHB Program Guidelines

HOME 2024 NOFA

RESOLUTION NO. 2026-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME); AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME PROGRAM.

WHEREAS, The California Department of Housing and Community Development (the “Department”) is authorized to allocate HOME Investment Partnerships Program (“HOME”) funds made available from the U.S. Department of Housing and Urban Development (“HUD”). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.

WHEREAS, On January 29, 2026, the Department authorizes the use of HOME Program funds specifically derived from Program Income.

WHEREAS, In response to the PROGRAM INCOME, The City of Grass Valley, a municipality (the “Applicant”), wishes to apply to the Department for, and receive an allocation of, HOME funds.

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

1. In response to the above referenced HOME Program Income, the Applicant shall submit an application to the Department to participate in the HOME Program Income and request up to Eight-Hundred Thirty-Nine Thousand (\$839,000) of current funds, along with any additional future program income, to support the following activities and programs:

\$839,000 for downpayment/closing costs loan funds to assist low-income First Time Homebuyers with purchasing homes, to be located in the Grass Valley city limits.

2. If the Application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its Application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant will also execute a Standard Agreement with the Department, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program.
3. The Applicant hereby authorizes and directs the Mayor to execute, in the name of the Applicant, the HOME Standard Agreement, other HOME-related contracts and conveyances, and any subsequent amendments thereto.

- 4. The Applicant hereby authorizes the City Manager, or the Deputy City Manager, and/or their designee(s), to execute, in the name of the Applicant, drawdown requests and any other HOME Program form requiring a signature, as may be required by the Department from time to time.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Grass Valley at a meeting thereof held on the 26th of May 2026 by the following vote:

AYES:

AYES:

ABSENT:

ABSTAINING:

Hilary Hodge, Mayor

ATTEST:

Taylor Whittingslow, City Clerk

APPROVED AS TO LEGAL FORM:

David Ruderman, City Attorney

CERTIFICATION OF ATTESTING OFFICER

The undersigned City Clerk of the City of Grass Valley does hereby attest and certify that the foregoing is a true and full copy of a Resolution of the governing board of the City of Grass Valley passed and adopted at a duly convened meeting on the date set forth above, and said Resolution has not been altered, amended, or repealed and is in full force and effect.

Taylor Whittingslow, City Clerk

Date

PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Mariposa County, CA								
30% LIMITS	20450	23350	26250	29150	31500	33850	36150	38500
VERY LOW INCOME	34000	38850	43700	48550	52450	56350	60250	64100
60% LIMITS	40800	46620	52440	58260	62940	67620	72300	76920
LOW INCOME	54400	62200	69950	77700	83950	90150	96350	102600
Mendocino County, CA								
30% LIMITS	21000	24000	27000	29950	32350	34750	37150	39550
VERY LOW INCOME	34950	39950	44950	49900	53900	57900	61900	65900
60% LIMITS	41940	47940	53940	59880	64680	69480	74280	79080
LOW INCOME	55900	63900	71900	79850	86250	92650	99050	105450
Modoc County, CA								
30% LIMITS	20450	23350	26250	29150	31500	33850	36150	38500
VERY LOW INCOME	34000	38850	43700	48550	52450	56350	60250	64100
60% LIMITS	40800	46620	52440	58260	62940	67620	72300	76920
LOW INCOME	54400	62200	69950	77700	83950	90150	96350	102600
Mono County, CA								
30% LIMITS	23600	27000	30350	33700	36400	39100	41800	44500
VERY LOW INCOME	39250	44900	50450	56150	60600	65100	69600	74050
60% LIMITS	47100	53880	60540	67380	72720	78120	83520	88860
LOW INCOME	62900	71900	80900	89850	97050	104250	111450	118600
Nevada County, CA								
30% LIMITS	26300	30050	33800	37550	40600	43600	46600	49600
VERY LOW INCOME	43800	50050	56300	62550	67550	72600	77600	82600
60% LIMITS	52560	60060	67560	75060	81060	87120	93120	99120
LOW INCOME	70050	80050	90050	100100	108100	116150	124100	132150
Plumas County, CA								
30% LIMITS	20450	23350	26250	29150	31500	33850	36150	38500
VERY LOW INCOME	34000	38850	43700	48550	52450	56350	60250	64100
60% LIMITS	40800	46620	52440	58260	62940	67620	72300	76920
LOW INCOME	54400	62200	69950	77700	83950	90150	96350	102600
Sierra County, CA								
30% LIMITS	20450	23350	26250	29150	31500	33850	36150	38500
VERY LOW INCOME	34000	38850	43700	48550	52450	56350	60250	64100
60% LIMITS	40800	46620	52440	58260	62940	67620	72300	76920
LOW INCOME	54400	62200	69950	77700	83950	90150	96350	102600
Siskiyou County, CA								
30% LIMITS	20450	23350	26250	29150	31500	33850	36150	38500
VERY LOW INCOME	34000	38850	43700	48550	52450	56350	60250	64100
60% LIMITS	40800	46620	52440	58260	62940	67620	72300	76920
LOW INCOME	54400	62200	69950	77700	83950	90150	96350	102600

Effective: June 1, 2026

City of Grass Valley

HOME Investment Partnerships Program (HOME)

First-Time Homebuyer Program Guidelines

Serving the Grass Valley



FIRST-TIME HOMEBUYER PROGRAM GUIDELINES

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CITY OF GRASS VALLEY

HOME PROGRAM FIRST-TIME HOMEBUYER PROGRAM GUIDELINES

1.0. GENERAL

The above-named entity, hereinafter referred to as the “Sponsor” or “Lender,” has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer a HOME First-Time Homebuyer program. The homebuyer program described herein (the “Program”) is designed to assist eligible homebuyers in purchasing homes, also referred to herein as “housing units”, located within the Program’s eligible area, as described in Section 3.1.A. The Program provides this assistance in the form of a 30+ year deferred payment “silent” junior priority loan as “Gap” financing toward the purchase price and closing costs of an affordable housing unit that will be occupied by the homebuyers as their primary residence during the HOME Affordability Period. The Program will be administered by the City of Grass Valley (the “Program Operator”).

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to ensure nondiscriminatory treatment, outreach, and access to the Program. No person shall, on the grounds of race, color, ancestry, national origin, citizenship, immigration status, primary language, religion, disability (mental or physical), sex and gender, sexual orientation, gender identity, gender expression, genetic information, marital status, familial status (families with children under 18 or people who are pregnant), source of income, military or veteran status, or age be excluded, denied benefits, or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with disabilities, have access to the Program and will take steps to ensure effective communication with and marketing to applicants, residents, and members of the public with disabilities.

- A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Affirmative marketing efforts will be based upon a comparison (census data will be used) of the Program’s eligible area compared to the demographic characteristics of the population served by the Program. This includes tracking separately all applications, including subsets for those which result in denial of assistance or withdrawal, and for those which result in assistance), and an explanation and analysis of any underserved segments of the population. This information is used to show that protected classes (listed above) are not being intentionally or unintentionally excluded from the Program. Flyers or other outreach materials, in English and any other languages that are the primary languages of a significant portion of the area’s residents, in accordance with Sponsor’s Limited English Proficiency (LEP) Plan, or equivalent, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homebuyer seminars to help

educate homebuyers about the homebuying process and future responsibilities.

- B. The Program Operator will market the Program to local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be invited to have their customers participate in the Program.
- C. The following statement will be included in all outreach and marketing materials: Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds.
- D. The Sponsor will ensure that all Personally-Identifiable Information remains confidential and is properly protected.

1.2. APPLICATION PROCESS AND SELECTION

- A. The Sponsor maintains a waiting list of applicants. Each applicant is asked to complete an application form, which asks for sufficient information concerning income, employment, and credit history to establish preliminary eligibility for Program participation. Completed applications are processed on a first-come-first-served basis. Applications are deemed complete only if all information is completed and the application is signed and dated. Incomplete applications are returned to the applicant and will not be date/time stamped until complete.
- B. Once the applicant's name comes to the top of the waiting list, their Program eligibility will be confirmed, and they will then be invited to a briefing regarding participation in the Program. At the briefing, the application is reviewed and the potential homebuyer is given a "Preliminary Eligibility Letter" for the Program, along with the following forms: Program Brochure, Attachment (G) Instructions to Homebuyer, List of lenders familiar with the Program, Attachment (E) Seller's Lead-Based Paint Disclosure and the EPA Booklet "Protect Your Family from Lead in Your Home", and (F) Notice to Seller.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that cannot be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed as stated in a written assistance denial letter.

- C. Each applicant must participate in individual Homebuyer Counseling consistent with the requirements in Section 1.5 of these Program Guidelines.
- D. The potential homebuyer is given 90 days to find a qualified home and secure a primary loan for the housing unit. If during the 90-day timeframe, the potential

homebuyer is unable to achieve this, an extension may be given. However, if the potential homebuyer cannot meet the requirements of finding a qualified housing unit and closing a primary loan within the allotted time to participate in the Program, the reservation of funds expires and the next person on the waiting list will be given an opportunity to participate in the Program.

1.3. THE HOME PURCHASE PROCESS

- A. The following is a simplified example of how a primary lender would analyze a homebuyer's finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership.

DEBT SERVICE FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH

HOUSING PAYMENTS		TOTAL OVERALL PAYMENTS	
Principal & Interest Payment	\$ 865	\$ 1,180	Housing
Insurance	82	+200	Other Debt Service
Taxes	<u>233</u>	\$1,380	Total Debt Service
Total Housing Expense (PITI is 35% of \$3,388)	\$1,180	(Overall debt service per month is 41% of \$3,388)	

OTHER HOUSEHOLD DEBT SERVICE

Car Payment	\$ 150
Credit Card Payment	<u>50</u>
Total Other Debt	\$ 200

A \$865 per month loan payment equates to borrowing \$143,000 at 5.88% for a 30-year term.

SUBSIDY CALCULATION FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH

Purchase Price of Property	\$ 280,000
Less Primary loan amount	143,000
Less down payment of 1%	<u>2,800</u>
Equals "GAP"	\$ 134,200
Plus estimated allowable settlement charges	<u>8,400</u>
Equals Total Subsidy	\$ 142,600

- B. The housing unit selection process will be conducted by the homebuyers. Prior to

making an offer to purchase an eligible housing unit (see Section 3.0), homebuyer shall provide seller with a disclosure containing the following provisions (see **Attachment F** for Disclosure to Seller form):

- 1) Homebuyer has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement;
 - 2) Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state-licensed appraiser;
 - 3) The housing unit will be subject to inspection. In accordance with 24 CFR section 92.251(c), the housing unit must be decent, safe, sanitary, and in good repair. The standards must provide that the housing meets all applicable State and local housing quality standards and code requirements and the housing does not contain the specific deficiencies established by HUD based on the applicable standards in 24 CFR section 5.703 and published in the Federal Register for HOME assisted projects and units;
 - 4) All housing units built prior to January 1, 1978, will require a lead paint disclosure to be signed by both the homebuyer and Seller (Attachment E);
 - 5) Since the sale is voluntary, seller is not eligible for relocation payments or other relocation assistance;
 - 6) Seller understands that the housing unit must be either: currently owner-occupied, newly constructed, bought by the current tenant, or vacant for three months prior to submission of the purchase offer;
 - 7) If the seller is not provided with a statement of the above six provisions prior to or with the purchase offer, the seller may withdraw from the agreement after this information is provided.
- C. Applicant submits an executed Standard Form Purchase and Sale Agreement, along with a primary lender pre-qualification letter to Program Operator. The purchase and sale agreement will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. Program Operator verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines.
- D. Program Operator conducts an Environmental Review in accordance with 24 CFR Part 58, and Sponsor's NEPA Certifying Officer signs the appropriate form before any commitment of funds are made to the homebuyer. An acquisition cannot and must not include rehabilitation immediately after transfer of title, and requires completion of a HUD CENST form from the [Environmental Review - HUD Exchange](#) webpage.
- E. Program Operator, where Program Operator is not the Sponsor, submits recommendation to the Sponsor for approval or denial, including the reasons for the recommendation. Sponsor determines Applicant's approval or denial and instructs Program Operator to notify Applicant. Program Operator provides written notification to Applicant of approval or denial with reason and, if denied, a copy of the Program's appeal procedures. See Section 11 of these Program Guidelines.

- F. When primary lender requirements are met, Program funds are deposited into escrow, with required closing instructions and loan documents.
- G. At the time of escrow closing, the Sponsor shall be named as an additional loss payee on fire, flood (if required), and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit. A policy of Title Insurance naming the Sponsor as insured is also required.

1.4. HOMEBUYER COSTS

- A. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the primary lender and the Sponsor. The Program's down payment requirement (below) is in place even if the primary lender has a lower down payment requirement. If the primary lender has a higher down payment requirement, there is no additional down payment requirement required by the Program.
- B. Homebuyer must contribute a minimum down payment of one percent (1%) of the purchase price but may contribute more if desired.
- C. Sponsor will provide a subsidy that is no greater than the applicable HOME Maximum Per-Unit Subsidy Limit for the State of California. The Sponsor may not provide more than forty-nine percent (49%) of the total indebtedness or a maximum of \$75,000 in assistance, whichever is less. The subsidy will reduce the amount of the primary lender's loan so that the payments of principal, interest, taxes, insurance, and mortgage insurance and HOA dues, if any, are within approximately 28 to 40% of the household's gross monthly household income. In addition, the borrower's total debt must be within the ranges in Section 5.0. of these Program Guidelines.
- D. The Program Operator will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the HCD funding Program.

1.5. HOMEBUYER EDUCATION

All Program participants are required to receive housing counseling prior to Program approval, delivered by a HUD-certified housing counselor who works for an organization certified by HUD to perform housing counseling. The Program Operator will provide the homebuyer with the needed counselor information. A list of such counseling entities is available at:

https://hud4.my.site.com/housingcounseling/s/?language=en_US.

A copy of the applicant's certificate of completion must be placed into the homebuyer file maintained by the Program Operator. In addition, the Program Operator must include

evidence that the counseling provider was HUD-certified when the counseling certification was issued.

Acceptable forms of housing counseling include in-person, phone, and/or internet, provided the client and counselor have an individualized dialogue, with guidance and advice tailored to client's needs. This includes creating a client budget, financial analysis, an action plan, and referrals to relevant resources such as down payment assistance programs or legal services.

Housing Counseling defined: Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR Part 214, which include:

- addressing unique financial circumstances or housing issues;
- focusing on ways of overcoming specific obstacles to achieving a housing goal such as repairing credit;
- addressing a rental dispute, purchasing a home, locating cash for a down payment, and being informed of fair housing and fair lending requirements of the Fair Housing Act;
- finding units accessible to persons with disabilities;
- avoiding foreclosure;
- resolving a financial crisis; and
- the creation of an action plan.

1.6. CONFLICT OF INTEREST REQUIREMENTS

The applicable Conflict of Interest requirements of 24 CFR section 92.356 of the HOME Final Rule shall be followed for HOME assistance, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or

appointed official of the participating jurisdiction, State recipient, or subrecipient receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR sections 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

1.7. NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in ways consistent with the Sponsor's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with State or federal funds on the basis of race, color, ancestry, national origin, citizenship, immigration status, primary language, religion, disability (mental or physical), sex and gender, sexual orientation, gender identity, gender expression, genetic information, marital status, familial status (families with children under 18 or people who are pregnant), source of income, military or veteran status, or age.

2.0 APPLICANT QUALIFICATIONS

2.1. CURRENT INCOME LIMITS FOR THE AREA, BY HOUSEHOLD SIZE

All applicants must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD.

(See Attachment C for current income limits).

Household: Means one or more persons who will occupy a housing unit. Unborn children count in family size determination.

Annual Income: Generally, this is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the HCD-published HUD income limits. The annual income definition found at 24 CFR Part 5, as detailed in the most recent HCD program-specific guidance at <https://www.hcd.ca.gov/grants-and-funding/income-limits/income-calculation-and-determination-guide>, will be used to independently determine and certify

the household's annual gross income. The Program Operator should compare this annual gross income to the income the primary lender used when qualifying the household. The primary lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by examining at least 2 months of source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) and six months of checking statements for the household. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period and will be used to determine program eligibility. For those types of income counted, gross amounts (before any deductions have been taken) are used. The income of live-in aides and the earned income of minors are not included in annual gross income calculations. Certain other household members living apart from the household also require special consideration. The household's projected income must be used, rather than past earnings, when calculating income.

See Attachment A: Income Inclusions and Exclusions

B. ASSETS:

There is no asset limitation for participation in the Program. Income, or imputed income from assets, however, is recognized as part of annual income under the 24 CFR Part 5 regulations (included as Attachments A and B). An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. *(Note: it is the income earned – e.g., interest on a savings account – or in some cases imputed income, not the asset value, which is counted in annual income.)*

An asset's cash value is the market value, less reasonable expenses required to convert the asset to cash, including, for example, penalties or fees for converting financial holdings, and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

See Attachment B: Asset Inclusions and Exclusions

2.3. DEFINITION OF AN ELIGIBLE HOMEBUYER

Program Operators are required to use the following definition of an eligible homebuyer, which is a "first-time homebuyer" from 8201(m) Title 25 California Code of Regulations:

“First-time homebuyer” means an individual or individuals, or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:

1. a displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
2. a single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or
3. an individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:
 - a. not permanently affixed to a permanent foundation in accordance with local or state regulations; or
 - b. not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

3.0. HOUSING UNIT ELIGIBILITY

3.1. LOCATION AND CHARACTERISTICS

- A. Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: “Within the City of Grass Valley.”
- B. Housing unit types eligible for the Homebuyer Program are new or previously-owned single-family residences; condominiums; or manufactured homes in mobile home parks, in common-interest developments or on a single-family lot and placed on a permanent foundation system. HOME does not allow manufactured homes unless on a permanent foundation system.
- C. All housing units must be in compliance with property standards in Section 1.3.B.3 of these Program Guidelines.
- D. Housing units located within a 100-year flood zone will be required to provide proof

of flood insurance with an endorsement naming the City of Grass Valley as loss payee in order to close escrow.

- E. Housing must be “modest”, in accordance with the federal HOME regulations at 24 CFR section 92.254(a)(2).

3.2. CONDITIONS

A. Construction Inspection and Determining Need for Repairs.

Once the participating homebuyer has executed a purchase agreement for a housing unit and, prior to a commitment of Program funds, the following steps must be taken for the housing unit to be eligible for purchase under the Program:

- 1) When the Sponsor's Program utilizes Federal funds and if the housing unit was constructed prior to 1978 then the lead-based paint requirements of Section 3.2.C will apply.

The Program Operator is responsible to ensure that a certified housing inspector walks through the housing unit, determines if it is structurally sound, and identifies any code-related and health and safety deficiencies that need to be corrected. A list of necessary repair items will be given to the homebuyers and their Realtor to present to the seller's agent.

If there are one or more health and safety deficiencies, and/or violations of applicable building codes noted in the written report, the Sponsor will approve the subsidy only if prior to close of escrow, and seller agrees to have necessary repairs made to the dwelling unit prior to transfer of property ownership, at the seller's expense.

Upon completion of all work required by the Program Operator, Sponsor, appraiser, pest inspector and/or certified housing inspector, a final inspection will be conducted prior to close of escrow. The inspector will sign off on all required construction work assuring that each housing unit receiving Program assistance complies with Section 1.3.B.3. requirements of these Program Guidelines that the unit is decent, safe, sanitary, and in good repair, and that it meets all applicable State and local housing quality standards and code requirements and does not contain the specific deficiencies established by HUD based on the applicable standards in 24 CFR section 5.703 and published in the Federal Register for HOME-assisted projects and units, at the time of purchase and prior to occupancy.

- 2) Only new construction and homes built within the previous 12 months and not previously occupied are not subject to a home inspection.

- #### B. Per 24 CFR section 92.214(a)(6), no additional HOME assistance, including rehabilitation funds, may be provided after the 1-year anniversary of the filing of the Project Completion Report through the end of the HOME Affordability Period. The HOME Affordability Period is as follows (amount does not include Activity Delivery and Administration Costs paid to the State Recipient by HCD):

Amount of HOME Assistance	Period of Affordability in Years
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

During the HOME Affordability Period, the home must remain occupied by the borrower or an eligible heir, as their primary residence, or else all HOME assistance becomes due and payable.

- C. **Lead-Based Paint Hazards:** All housing units built prior to 1978 for which HOME funding is anticipated are subject to the requirements of this section 3.2.C. Such homes must undergo a visual assessment by a person who has taken HUD's online Visual Assessment course. Deteriorated paint must be stabilized using work safe methods. Clearance must be obtained after paint stabilization by a DHS-certified LBP Risk Assessor/Inspector. HOME general administrative and activity delivery funds may be used to pay for lead-based paint visual assessments, and if lead mitigation and clearance costs are incurred, these programs may incorporate the costs into the calculation of Program assistance.
- D. The following requirements must be met:
- 1) **Notification:** a) Prior to homebuyer's obligation to purchase a home built prior to 1978, the Buyer will be given the most recent copy of and asked to read the EPA pamphlet "*Protect Your Family From Lead in Your Home*". (EPA 747-K-94-001). A signed receipt of the pamphlet will be kept in the Sponsor's homebuyer file; b) A notice to residents is required following a risk assessment/inspection using form DHS 8552, which is provided by the DHS-certified Risk Assessor/Inspector; c) a notice to residents is required following lead-based paint mitigation work using Visual Assessment and Lead-based Paint Notice of Presumption and Hazard Reduction form, LBP – 1 (Attachment H).
 - 2) **Disclosure:** Prior to the homebuyer's obligation to purchase a home built prior to 1978, the HUD disclosure (Attachment E), "Seller's Lead-based Paint Disclosure" notice must be provided by the seller to the homebuyer.
 - 3) **Inspections:** The Inspector shall conduct a "Visual Assessment" of all the dwelling unit's painted surfaces to identify deteriorated paint. All deteriorated paint will be stabilized in accordance with CFR 35.1330 (a) and (b); and a Clearance shall be made in accordance with CFR 35.1340.
 - 4) **Mitigation:** If stabilization is required, the contractor performing the mitigation work must use appropriately-trained workers. Prior to the contractor starting mitigation work, the Program Operator shall obtain copies of the contractor's and workers' appropriate proof of LBP training, as applicable to the job, to

assure that only qualified contractors and workers are allowed to perform the mitigation.

- E. The Program Operator will: 1) confirm that the housing unit is within the eligible area, 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding, and 3) ensure a completed Lead Compliance Document Checklist is placed in each purchaser's file (see Attachment I).
- F. Environmental Review: Program Operator conducts an Environmental Review in accordance with 24 CFR Part 58, and Sponsor's NEPA Certifying Officer signs the appropriate form before any commitment of funds are made to the homebuyer. An acquisition must not include rehabilitation immediately after transfer of title, and requires completion of a HUD CENST form from the [Environmental Review - HUD Exchange](#) webpage.

3.3. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Eligible homes will be those that are currently owner-occupied or have been vacant for three months prior to the acceptance of a contract to purchase. A unit is ineligible if its purchase would result in the displacement of a tenant. It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families. However, if tenant-occupied homes are inadvertently included in the Program and relocation becomes necessary, the activity will be carried out in compliance with Sponsor's relocation plan, which describes how those permanently displaced will be relocated and paid benefits in accordance with the following Federal laws.

A. **Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970**

The federal URA and Real Property Acquisition Policies Act of 1970, as amended, contains requirements for carrying out real property acquisition or the displacement of a person, regardless of income status, for a project or program for which HUD financial assistance (including HOME) is provided. Requirements governing real property acquisition are described in HUD's [CPD Handbook 1378.0](#). The implementing regulations, 49 CFR Part 24, require developers and owners to take certain steps regarding tenants of housing to be acquired, rehabilitated, or demolished, including tenants who will not be relocated even temporarily.

B. **Section 104(d) of the Housing and Community Development Act of 1974**

Section 104(d) requires each contractor (CHDO or State Recipient), as a condition of receiving assistance under HOME, to certify that it is following a residential anti-displacement plan and relocation assistance plan. Section 104(d) also requires relocation benefits to be provided to low-income persons who are physically displaced or economically displaced as the result of a HOME-assisted project, and requires the replacement of low-income housing, which is demolished or

converted. The implementing regulations for Section 104(d) can be found in 24 CFR Part 42, subpart (C).

3.4. PROPER NOTIFICATION AND DISCLOSURES

- A. Upon selection of a housing unit, a qualified seller and homebuyer will be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. All property disclosures must be reviewed and signed by the homebuyer and seller.
- B. All owners who wish to sell their housing units must receive an acquisition notice (Attachment F) prior to submission of the homebuyer's original offer. This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B. (required for federally-funded programs).

4.0. PURCHASE PRICE LIMITS

The purchase price limits for this Program shall not exceed the HOME Homeownership Value Limit for the Sponsor's County as updated by HCD, or a temporary waiver limit approved by HUD and the Department.

Attachment C: HOME HOMEOWNERSHIP VALUE LIMITS *Sponsor will update these limits annually as HCD provides new information.

5.0. THE PRIMARY LOAN

Prior to obtaining a loan from the Sponsor, a homebuyer must provide evidence of approval for the maximum amount the primary lender is willing to loan (the "primary loan"), although the Program may limit the primary loan amount based on the debt-to-income ratio maximums herein.

A. QUALIFYING RATIOS

The front-end (housing) debt-to-income ratio shall be between 25% and 35% and is the percentage of a borrower's gross monthly income (before deductions) that would cover the cost of the loan principal and interest payment, property taxes, property insurance, and mortgage insurance and HOA dues, if any.

The back-end (total) debt-to-income ratio shall be between 25% and 45% and is the percentage of a borrower's gross monthly income that would cover the cost of housing as described in the paragraph above, plus any other monthly debt payments like auto or personal loans, credit card debt, and student debt, as well as child support and alimony payments.

Exceptions to these maximums must be documented and placed into each loan file, to demonstrate compensating factors.

The Program Operator must complete the HOME Subsidy Calculation Worksheet and place it into the loan file to document that the HOME assistance amount was appropriate, based on compliance with the debt ratio ranges in the two preceding paragraphs of this subsection. The Worksheet is currently accessible on the HOME webpage at:

https://www.hcd.ca.gov/grants-funding/grants-forms/docs/HOME_FTHB_Subsidy_Calculation_Worksheet_June_2013_Version.xls.

B. INTEREST RATE

The primary loan must have a fixed interest rate that does not exceed, by greater than one percent, the Freddie Mac 30-year Fixed Rate Mortgage rate at <https://www.freddiemac.com/pmms>.

The applicable Freddie Mac rate should be from the date the primary mortgage rate was locked, or else the date of HOME loan approval. No temporary interest rate buy-downs are permitted. The loan file must contain this documentation for Department monitoring purposes.

C. LOAN TYPE AND TERM

The primary loan shall be fully amortized and have a term “all due and payable” in no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan.

D. IMPOUND ACCOUNT

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

6.0. THE PROGRAM LOAN

A. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

For HOME, the amount of Program assistance to a homebuyer toward purchase of a home shall not exceed the HOME Maximum Per-Unit Subsidy Limits (“Subsidy Limits”) for the State of California. See Attachment C of these Program Guidelines for current Subsidy Limits. Any approved “grant” amount for lead-based paint evaluation and reduction activities or for relocation assistance shall be included in the Subsidy Limits evaluation, as shall Activity Delivery Costs.

B. NON-RECURRING CLOSING COSTS

Non-recurring costs such as credit report, escrow, closing and recording fees, and title report and title insurance, title updates and/or related costs may be included in the Program loan.

C. AFFORDABILITY PARAMETERS FOR HOMEBUYERS

The actual amount of a Homebuyer’s Program subsidy shall be computed according to the debt-to-income ratio parameters specified in Section 5.0.A. Each borrower shall receive only the subsidy needed to allow them to become homeowners (“the Gap”) while keeping their housing costs affordable. The Program Operator will use the “front-end ratio” of housing-expense-to-income to determine if the amount of the proposed primary loan is acceptable and, ultimately, the Program subsidy amount required, bridging the

gap between the acquisition cost (purchase price plus closing costs) less down payment, and the amount of the primary loan.

D. RATE AND TERMS FOR PROGRAM LOAN

All Program assistance to individual households shall be made in the form of a deferred payment (of principal and interest) loan (DPL).
The Program loan's term shall be for 30 years.

The Program loan's interest rate shall be 2% simple interest.

All Program loan payments shall be deferred because the borrowers will have their repayment ability fully utilized under the primary loan. Loan principal shall not be forgiven, and the loan period cannot be extended, except for loans that are resubordinated when a rate and term refinance is approved, per Attachment D.

E. COMBINED LOAN-TO-VALUE RATIO

The loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price plus a maximum of up to 5 percent of the sales price to cover actual closing costs.

7.0. PROGRAM LOAN REPAYMENT (HOME RECAPTURE TERMS)

Recapture of Entire Direct Subsidy

The Program Lender recaptures the entire amount of the direct HOME subsidy provided to the homebuyer, plus any interest due according to the terms of the HOME Promissory Note, before the homebuyer receives a return. The recapture amount is limited to the net proceeds available from the sale or foreclosure.

In cases where there is appreciation, (see definition of Appreciation), the homebuyer would retain any net proceeds exceeding the direct HOME assistance plus interest due that is recaptured.

Example: A homebuyer receives \$10,000 of HOME down payment assistance to purchase a home. The direct HOME subsidy to the homebuyer is \$10,000, which results in a five-year Period of Affordability. If the homebuyer sells the home after three years, the grantee or state would recapture, assuming that there are sufficient net proceeds, the entire \$10,000 direct HOME subsidy plus any interest due according to the terms of the HOME Promissory Note. The homebuyer would receive any net proceeds in excess of that amount.

In some cases, such as in declining housing markets, net proceeds available at the time of sale may be insufficient to recapture the entire direct HOME subsidy plus interest due provided to the homebuyer. Since the HOME Final Rule limits recapture to available net proceeds, the Program Lender can recapture only what is available from net proceeds. In a scenario where recapture provisions state that the entire direct HOME subsidy plus interest will be recaptured, and there are insufficient net proceeds available at sale, the Program Lender is not required to repay to the Department, and the Department is not required to pay back to HUD the difference between the total direct HOME subsidy and the amount available for recapture from net proceeds.

7.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time, without penalty. Payments will be applied to principal, thus reducing accrual of simple interest.

7.2. RECEIVING LOAN PAYMENTS

A. Voluntary Program loan payments, and loan payoffs, shall be made to:

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

B. The Sponsor shall be the receiver of loan payments or recaptured funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's Program Income Account, as required by the HOME program. The Program lender will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the Sponsor. The Sponsor may, at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

7.3. DUE UPON SALE OR TRANSFER

If an owner sells, transfers title, or discontinues principal residency in the purchased property during the HOME Affordability Period for any reason, the loan is immediately due and payable pursuant to the Recapture (loan repayment) terms in the HOME Loan Agreement.

Notwithstanding the foregoing, if the owner of the property dies, even after the HOME Affordability Period expires, an heir may assume the HOME loan at the same rate and terms, if the heir's household meets each of the following requirements:

- does not exceed the current HOME income limits; and

- will immediately occupy the home as their principal residence.

During the HOME Affordability Period, if the property owner dies and the heir does not meet these HOME eligibility requirements, the loan is due and payable.

The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment D on loan defaults for further information on property restrictions.

7.4. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment D for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures shall be pursued.

7.5. LOAN MONITORING PROCEDURES

Sponsor must monitor Borrowers and their homes annually to ensure adherence to Program requirements including, but not limited to, the following:

- A. Owner-occupancy during the Period of Affordability
- B. Property tax payment
- C. Hazard insurance coverage
- D. Good standing on Primary loans

8.0. PROGRAM LOAN UNDERWRITING AND APPROVAL

- A. Loan Underwriting

All homebuyers or their representatives shall receive an eligibility packet with all the necessary forms, disclosures, information, and application. The homebuyer must submit a complete application packet with all the Sponsor's Program loan documents executed, as well as all the information from the primary lender. The primary lender shall submit copies of the following to the Sponsor: 1) fully-executed property sales contract with proper seller notification; 2) mortgage application with good faith estimates and first mortgage disclosures; 3) full mortgage credit report and rent verification; 4) current third-party income verifications and verifications of assets; 5) homeownership education certificate, if applicable; and 6) signed underwriting transmittal summary and final signed loan application, both from primary lender. Staff will work with local lenders to ensure qualified participants receive only the benefit from the Sponsor's Program needed to purchase the housing unit and that leveraged funds will be used when possible.

- B. Creditworthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's creditworthiness. Many factors such as credit history, amount of down payment, and size of loan will influence the decision of the primary lender to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the Sponsor and documentation of such maintained in the loan file. The Sponsor may elect to obtain a credit report or rely on a current copy obtained by the primary lender. The Sponsor must use the information on the credit report for each adult borrower for its calculations of front-end and back-end debt-to-income ratios.

C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the Program Operator will request any additional documents needed. Documents may be e-mailed or faxed. Based on receipt and review of the final documents, the Program Operator will complete, sign, and date an income certification (using the most-recent HCD program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability shall then be verified, and a subsidy amount will be determined by the Program Operator.

D. Disclosure of Program and Loan Information to Homebuyers

The Program will inform the borrower of the results of the income determination process, including the permissible range of primary mortgage payments and the maximum purchase price possible. Information on the Program's application will be documented with third-party verifications and/or documents in the file. For example, the sales contract will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite, and title reports provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application provides current debt and housing information and will be documented by the credit report and income/asset verifications. The primary lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the primary lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and cross-checking all the primary lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed, the Program Operator will submit it to the Sponsor for approval. Sponsor will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set, and Program

funds are provided to the homebuyer.

8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

The homebuyer(s) sign promissory notes, loan agreements, deeds of trust, and statutory lending notices (Truth In Lending (TIL), etc.); the Deeds of Trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for a copy of Notice of Default are also recorded with the County Clerk/Recorder.

8.3. ESCROW PROCEDURES

The escrow/title company shall review the escrow instructions provided by the Program Lender and shall issue California Land Title Association (CLTA) and American Land Title Association (ALTA) policies to the homebuyer and the Program Lender after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA policy is issued to each lender providing additional coverage for the physical aspects of the property, as well as the homebuyer's title failure. These aspects include anything which can be determined only through physical inspection, such as correct survey lines, encroachments, mechanics liens, mining claims, and water rights. The Program Lender instructs the escrow/title company in the escrow instructions what may show on the policy, the amount of insurance on the policy (all liens should be covered), and the loss payee (each lender should be listed as a loss payee and receive an original ALTA policy).

9.0. SUBORDINATE FINANCING

Subordinate loans may be used to cover mortgage subsidy costs that exceed the Program maximum loan amount. All subordinate liens must have the payments deferred, and the term must be for at least as long as the term of the Program loan.

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

The Sponsor may make amendments to these Participation Guidelines. Any changes shall be made in accordance with regulations and approved by the Sponsor's HOME Program Representative or Program Manager. If internally required, the Sponsor's Loan Committee and/or governing body would then need to approve said changes.

10.1. DEFINITION OF EXCEPTION

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

A. The Sponsor or its agent may initiate consideration of an exception and prepare a

report. This report shall contain a narrative, including the Sponsor's recommended course of action and any written or verbal information supplied by the applicant.

- B. The Sponsor shall make a determination regarding the exception request based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for a decision.
- C. Note: such exceptions may not directly or indirectly discriminate against protected classes under all current federal fair housing law and state statutes and regulations.

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. Complaints concerning the Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal must be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the Committee's decision, a request for an appeal may be filed with the Sponsor's governing body. Final appeal must be filed in writing with HCD within one year after denial.

ATTACHMENT A

Income Inclusions and Exclusions

The Program Operator shall access the current federal income determination regulations online at <https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-F/subject-group-ECFR174c6349abd095d/section-5.609>, regarding income inclusions and exclusions.

ATTACHMENT B

Asset Inclusions and Exclusions

The Program Operator shall access the current federal income determination regulations at <https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-F/section-5.603> regarding the definition of Net family assets, to which the regulations at section 5.609 refer.

ATTACHMENT C

HOME HOMEOWNERSHIP VALUE LIMITS FOR NEVADA COUNTY*

(Limits effective 12/1/2025)

EXISTING CONSTRUCTION	NEW CONSTRUCTION (less than 12 months old)
\$499,000	\$499,000

HOME MAXIMUM PER-UNIT SUBSIDY LIMITS FOR CALIFORNIA

(Limits effective 2/13/2024)

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$181,488	\$208,049	\$252,994	\$327,293	\$359,263

HOME INCOME LIMITS FOR NEVADA COUNTY*

(Limits effective 6/1/2025)

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$63,700	\$72,800	\$81,900	\$91,000	\$98,300	\$105,600	\$112,850	\$120,150

*Sponsor will insert these limits for the county in which the Program is located and will update the limits annually as HCD provides new information. The link to the official, HCD-maintained Value, Subsidy, and income limits is: [State and Federal Income, Rent, and Loan/Value Limits | California Department of Housing and Community Development](#) (for HOME limits, choose “CDBG, HOME and NHTF/HHC Article I - Income, Value, Subsidy and Rent Limits”).

ATTACHMENT D

LOAN SERVICING POLICIES AND PROCEDURES FOR THE CITY OF GRASS VALLEY

The City of Grass Valley, hereafter called “Lender,” has adopted these policies and procedures to preserve its financial interest in properties whose “Borrowers” have been assisted with public funds. The Lender will, to the greatest extent possible, follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and the property restrictions associated with them.

The policies and procedures are broken down into the following areas: 1) making required monthly payments or voluntary payments on a loan’s principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications; 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; and 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

Promissory Notes are for deferred payment loans, but the Lender must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

Program loan payments, and loan payoffs, shall be made to:

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

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee.

When a property is in a 100-year floodplain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance with an endorsement naming the City of Grass Valley as lender loss payee will be required at close of escrow. The Lender will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. The Lender requires Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender's loan. This document requires any senior lienholder listed in the notice to notify the Lender of initiation of a foreclosure action. The Lender will then contact the Borrower and assist them in bringing the first loan current, if possible. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans, the Lender will require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. Annual occupancy verification will occur between March 1 and 15 of each year for the term of the loan].

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title, occupancy, and/or use, the Borrower must notify the Lender in writing of the change.

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable.

If the owner moves out and converts the owner-occupied unit into a rental unit before the end of the HOME Affordability Period, the loan is due in full, unless the owner moves back in immediately.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Lender allow for a partial conversion where some of the residence is used for a business, but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

When a Borrower wishes to refinance their existing first mortgage, they must submit a subordination request to the Program Lender. Approved refinancing of senior debt will be limited by the Department to circumstances in which the original homebuyer is securing more favorable terms that reduce monthly housing costs, or if sufficient equity exists, to take cash out for only items such as for immediate repairs to the property to correct identified health and safety violations.

There can be no third-party debt payoffs or additional encumbrances on the property. The total indebtedness on the property should not exceed the current market value, except when the borrower is obtaining a federally-sponsored refinance program loan. If said loan is approved and meets all other requirements, Combined Loan-To-Value will not be considered when reviewing the subordination request.

Also, the loan must:

1. be fully amortized and have a fixed interest rate that does not exceed the current market rate, as established by an index identified in these Program Guidelines;
2. not have a temporary interest rate buy-down;
3. have a term "all due and payable" that matures prior to or concurrently with the maturity date of the Promissory Note. Therefore, the maturity date of the existing Promissory Note shall be modified to coincide with the maturity date of the new first mortgage; and
4. not have a balloon payment due before the maturity date of the Program loan.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the Sponsor's loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

7. Process for Loan Foreclosure:

Upon any condition of loan default, such as non-payment, lack of insurance or property tax payment, change in title or use without approval, or default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default status. If the default status continues, the Lender may start the formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges, and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note. HOME funds may not be used for this purpose.

If the Lender determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructuring the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. If there is sufficient value in the property, then the Lender can afford to pay for the foreclosure process, pay off the senior lienholder, and retain some or all of its investment.

If the Lender decides to reinstate, the senior lienholder will accept the amount to reinstate the loan until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder will then require a full payoff of the balance, plus related foreclosure administrative costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property is not cost effective and allows the senior lienholder to complete foreclosure, the Lender's lien may be released once net available proceeds are received, if any.

Lender as Senior Lienholder

When the Lender is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured, and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Lender?
- 3) Can the Borrower sell the property and pay off the Lender?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty calendar days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

ATTACHMENT E
SELLER'S LEAD-BASED PAINT DISCLOSURE
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ___ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ___ Seller has provided the purchaser with all available records and reports pertaining to Lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ___ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) ___ Purchaser has received copies of all information listed above.

(d) ___ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e) ___ Purchaser has received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Agent's Acknowledgment (initial)

(f) ___ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date

Agent	Date	Agent	Date
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ATTACHMENT F

Disclosure to Seller with Voluntary, Arm's Length Purchase Offer
DECLARATION

This is to inform you that _____ would like to purchase the property, located at _____, if a satisfactory agreement can be reached. We are prepared to pay \$_____ for a clear title to the property under conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, however, we are required to disclose to you the following information:

1. The sale is voluntary. If you do not wish to sell, the buyer, _____, thru the agency, _____ will not acquire your property. The buyer does not have the power of eminent domain to acquire your property by condemnation (i.e., eminent domain) and the agency/Sponsor _____ will not use the power of eminent domain to acquire the property.
2. The estimated fair market value of the property is \$_____ and was estimated by _____, to be finally determined by a professional appraiser prior to close of escrow.

Since the purchase would be a voluntary, arm's-length transaction, you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the contract of sale, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract, and return it to us at:

_____. If you have any questions about this matter, please contact _____ at _____.

Sincerely,

Title

Buyer

Date

Buyer

Date

Form continues on next page with Seller's Acknowledgment

Disclosure to Seller with Voluntary, Arm's Length Purchase Offer (Page 2)

Acknowledgement

As the Seller I/we understand that _____ will inspect the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a lead-based paint disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that under the City of Grass Valley's program, the property must be currently owner-occupied, vacant for three months at the time of submission of purchase offer, new (never occupied), or renter purchasing the unit. I/we hereby certify that the property is:

Vacant at least 3 months; Owner-occupied; New; or Being Purchased by its Occupant

I/we hereby certify that I have read and understand this "Declaration" and:

a copy of said Notice was given to me prior to the offer to purchase.

If received after presentation of the purchase offer, I/We choose:

to withdraw, or ***not to withdraw, from the Purchase Agreement.***

Seller

Date

Seller

Date

ATTACHMENT G
CITY OF GRASS VALLEY

INSTRUCTIONS TO HOMEBUYER

- A. Participant works with lender of choice to obtain the primary lender's pre-qualification letter.
- B. Program Operator reviews paperwork to determine program eligibility and financing affordability for participant.
- C. Program Operator staff meets with qualified applicant to provide information relative to the program requirements, the lending process, and homeownership responsibilities.
- D. After consultation with Program Operator regarding approved bedroom and bathroom maximums, if any, and HOME Value Limit, participant works with real estate agent to select home. Program disclosures are reviewed with agent for presentation to seller. The HOME Program allows only homes vacant for three months or more prior to the date of the purchase offer, unless the current tenant is purchasing the home or the seller has been the only occupant during those three months, to prevent displacement of rental occupants.
- E. Participant selects home and enters into a purchase contract, contingent upon receiving Program loan approval and achieving Environmental Review clearance (see Section 1.3.D). Primary lender provides the Program Operator with a copy of:
- real estate sales contract, including all addendums and counteroffers, all fully-executed
 - residential loan application and credit report
 - verified income documentation
 - disclosure statement
 - proof of personal funds for participation in program
 - breakdown of closing costs
 - structural pest control clearance
 - appraisal with photos and preliminary title report
- F. Program Operator has home inspected to document health & safety and code compliance. Notice of any deficiencies or needed corrections are given to participant's real estate agent, with recommended course of action. Only new construction and homes built within the previous 12 months and not previously occupied are exempt from the home inspection requirement.
- G. Program Operator requests loan approval from Sponsor's Loan Review Committee. Following loan approval, Program Operator prepares Deed of Trust, Promissory Note, Request for Notice of Default, Grant Agreement, Owner-Occupant Agreement with the City of Grass Valley and Escrow Instructions, and requests check and deposits same into escrow.
- H. Escrow company furnishes Program Operator with proof of documents to be recorded, and any escrow closeout information. After receipt of recorded loan documents, Final escrow

Settlement Statement, Insurance Loss Payee Certification, and Final Title Insurance Policy, the Program Operator closes out the loan file.

**ATTACHMENT H
LEAD-BASED PAINT
VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM**

Section 1: Background Information			
Property Address:		No LBP found or LBP exempt <input type="checkbox"/>	
Select one:	Visual Assessment <input type="checkbox"/>	Presumption <input type="checkbox"/>	Hazard Reduction <input type="checkbox"/>

Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.	
Visual Assessment Date:	Report Date:
Check if no deteriorated paint found <input type="checkbox"/>	
Attachment A: Summary where deteriorated paint was found.	

Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.	
Date of Presumption Notice:	
Lead-based paint is presumed to be present <input type="checkbox"/> and/or Lead-based paint hazards are presumed to be present <input type="checkbox"/>	
Attachment B: Summary of Presumption:	

Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.	
Date of Hazard Reduction Notice:	
Initial Hazard Reduction Notice? Yes <input type="checkbox"/> No <input type="checkbox"/>	Start & Completion Dates:
If "No", dates of previous Hazard Reduction Activity Notices:	
Attachment C: Activity locations and types.	
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces, or areas where activities were conducted.	
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)	

Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity		
Printed Name:	Signature:	Date:

Section 6: Contact Information	Organization:
Contact Name:	Contact Signature:

Date:	Address:	Phone:
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ATTACHMENT I

Homebuyer Program Lead Compliance Document Checklist

The following documents should be in each Homebuyer unit file to document compliance with the lead requirements:

Document Name	Purpose	✓
Lead Safe Housing Rule Screening Sheet	Documents exemptions	
Physical inspection form (HQS or equivalent)	Documents visual assessment results	
Seller Certification	Seller certifies that paint was stabilized by qualified workers and that safe work practices were followed during paint stabilization	
Clearance Report and Clearance Review Worksheet	Documents that unit passed clearance	
Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure Form DOC_12345.PDF (hud.gov)	Documents that buyer received disclosure and pamphlet.	
Lead Hazard Reduction Notice LSHR-Sample-Notice-of-Lead-Hazard-Reduction.pdf (hudexchange.info)	Documents that buyer received required lead hazard reduction notification.	

This was taken from the HUD Website at:

http://portal.hud.gov/hudportal/documents/huddoc?id=20264_leadcompliance.doc

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FEDERAL FINANCIAL ASSISTANCE HOUSING BRANCH

651 Bannon Street, Suite 400

Sacramento, CA 95811

www.hcd.ca.gov



December 30, 2024

February 11, 2025

January 21, 2026

MEMORANDUM FOR: ALL POTENTIAL APPLICANTS

FROM: Jenny Cho, Deputy Director
 Division of Federal Financial Assistance

SUBJECT: HOME Investment Partnerships Program (HOME)
Second Amendment 2024 Notice of Funding
 Availability

On February 11, 2025, the Department issued the first amendment to this NOFA. First amendment changes within this NOFA can be found in red font.

Second amendment changes within this NOFA can be found in purple font.

The California Department of Housing and Community Development (Department or HCD) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately \$35 million in federal funds for the HOME Investment Partnerships Program (HOME). Funding for this NOFA is from the Department's Fiscal Year 2024 (FY24) HOME allocation from the U.S. Department of Housing and Urban Development (HUD), plus unencumbered funds and Program Income from previous years' allocations. (Note that the amount of funding available may change due to the factors listed on page 7, Section I (A) of this NOFA). This funding provides loans or grants to eligible HOME Applicants serving households with low- and very low-incomes, defined as at or below 80 percent (80%) of Area Median Income (AMI), and at or below 50 percent (50%) of AMI, respectively. This NOFA is subject to state and federal HOME regulations.

The Department will target 20 percent (20%) of the HOME funding for Eligible Applicants that meet the definition of a Native American Entity as set forth and provided in this NOFA. The Department and HOME Program team will provide comprehensive technical assistance to Native American Entities throughout the application process and during implementation of project or program activities.

NOTE: In an effort to improve access and equity within the HOME Program, the Department has called attention to tribal-specific information within this NOFA in green font. However, Native American Entity Applicants are encouraged to carefully

read through all NOFA contents and application materials thoroughly, not exclusively the green font portions.

The HOME funds provided through this NOFA will be awarded on a competitive basis to State Recipients, Community Housing Development Organizations (CHDOs), and Developers, as defined in this NOFA. HOME funds awarded to Native American Entities will be on a rolling, over-the-counter (“OTC”) application basis, as set forth in this NOFA.

Funding may be used for the following eligible uses:

Project Activities

- Multifamily Rental Projects (new construction, acquisition only, and/or rehabilitation with or without acquisition); and
- First-Time Homebuyer (“FTHB”) Projects (subdivision development)

Program Activities

- First-Time Homebuyer (“FTHB”) Programs, including infill new construction programs where feasible;
- Owner-Occupied Rehabilitation (“OOR”) Programs; and
- Tenant-Based Rental Assistance (“TBRA”) Programs

On January 14, 2025, the Department announced that near-term deadlines would be extended to aid fire-impacted communities with recovery and rebuilding efforts. This includes an extension to the application deadline for HOME projects and, to allow more time for communities, developers, and tribes to apply for assistance.

The Department by this amendment is reopening and extending the application deadline for HOME Program Activities applications only, for approximately \$14 million remaining in the FY24 and previous years’ HOME allocation from HUD. Applications will be accepted on an Over-the-Counter (OTC), first-come, first-served basis, until the available funds are exhausted or until the release of the next HOME Program Activities NOFA, whichever occurs first.

To be considered for HOME funding, Applicants must submit a complete application for each HOME project activity and/or program activity through a main application (and a sub-application for each program activity, if applicable), with required documentation via the eCivis Grants Management System (“GMS”) Portal only. The Department will begin accepting applications received through the eCivis GMS Portal on **January 24, 2025**. For cities, counties, CHDOs, and Developers, each completed application package must be submitted **no later than 5:00 P.M. Pacific Daylight Time (PDT) on May 22, 2025**.

For Native American Entity Applicants (whether a Federally-Recognized Tribe or Non-Federally-Recognized Tribe), application packages may be submitted on a continuous, OTC basis until 5:00 P.M. PDT on September 24, 2025.

Timeline

NOFA Release	December 30, 2024
Webinars	January/February 2025
Competitive application submittal period for cities, counties, CHDOs, and Developers	From January 24, 2025, through May 22, 2025, 5:00 P.M. PDT
OTC application submittal period for Native American Entities (NAE-FRTs and NAE-NFRTs)	From January 31, 2025, through September 24, 2025, 5:00 P.M. PDT, or until the available funds are exhausted, whichever occurs first.
OTC Program Activities application submittal period *extended* for cities, counties and CHDOs (including NAE-FRTs)	Continuous, until the available funds are exhausted or until the release of the next HOME Program Activities NOFA, whichever occurs first

All activities in this NOFA are subject to the availability of funds and continuing U.S. Department of Housing and Urban Development (“HUD”) and legislative authority.

Applications

Applicants are strongly encouraged to set up their profiles and upload attachments and documents in the eCivis GMS Portal located at <https://portal.ecivis.com/> early to ensure successful submissions prior to the application deadline. If Applicants experience trouble logging into the portal or have questions on how to complete the online application, please contact the Department at HOMENOFA@hcd.ca.gov.

Assistance setting up a profile, submitting an application, and managing awards through the eCivis GMS portal is available under the Training and Technical Assistance tab on the Department’s HOME website at <https://www.hcd.ca.gov/grants-and-funding/programs-active/home-investment-partnerships-program>. Links to the eCivis GMS Portal, supplemental application forms, regulations, and program information are available at <https://www.hcd.ca.gov/grants-and-funding/programs-active/homeinvestment-partnerships-program>.

The Department will hold a series of webinars in January 2025 to review the NOFA and application process. A list of webinar dates, times, and how to register is available on the Department’s HOME website at <https://www.hcd.ca.gov/grants-and-funding/programs-active/home-investment-partnerships-program>.

Additionally, one-on-one technical assistance appointments will be offered during the application period to assist Applicants with questions regarding the application and application process. Applicants seeking technical assistance may email

HOMENOFA@hcd.ca.gov to schedule an appointment. The Department will not accept applications through personal, postal, and/or shipment deliveries, facsimiles, email, walk-in, or any other forms of delivery other than the eCivis GMS Portal.

To receive HOME NOFA FAQs and other program information and updates, please be sure to subscribe to the federal programs email list at <https://www.hcd.ca.gov/contact-us/email-signup>.

Please direct any questions regarding this NOFA to the HOME Program at: HOMENOFA@hcd.ca.gov.

Attachments

HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

2024 Notice of Funding Availability

Second Amendment



**Gavin Newsom, Governor
State of California**

**Tomiquia Moss, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
California Department of Housing and Community Development**

651 Bannan Street, Suite 400, Sacramento, CA 95811

Website: <https://www.hcd.ca.gov/grants-and-funding/programs-active/home-investment-partnerships-program>

Email address: HOMENOFA@hcd.ca.gov

January 21, 2026

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HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) NOTICE OF FUNDING AVAILABILITY

I. Overview

A. Notice of Funding Availability

The California Department of Housing and Community Development (Department) is pleased to announce the release of this 2024 Notice of Funding Availability (NOFA) for approximately \$35 million in Fiscal Year 2024 (FY24) federal funds for the HOME Investment Partnerships Program (HOME).

This HOME NOFA provides funding for housing project activities and housing program activities in “non-entitlement jurisdictions” (listed in Appendix A), which are jurisdictions and unincorporated areas that do not receive HOME funding directly from HUD. These HOME funds will be used to benefit residents of nonentitlement jurisdictions and are specifically designed to assist low-income households by providing affordable housing. All eligible HOME activities must benefit low-income renters, homebuyers, or homeowners.

The amount of funding available through this NOFA may vary depending on several factors, including, but not limited to, the Department’s administrative determination of need, changes in legislation directing the Department to make additional funds available, new emergency allocations of funding, or newly available funding from the disencumbrance of previous awards. If additional funding becomes available, the Department may continue evaluating the list of eligible Applicants and make awards up to the additional funding amount available or release an additional NOFA to announce the targeted purpose of the funds.

These funds may be used in conjunction with other local, state, and federal rental housing programs to assist the same units in the proposed Project development, not to exceed the HOME Program maximum per-unit subsidy limits and the actual development cost of the unit. All requirements must be met for each funding source, and, if in conflict, the most restrictive programs’ requirements apply. It is the Applicant’s responsibility to review all applicable regulations and/or guidelines which may be amended from time to time for every funding source anticipated to be used in the development of the Project.

All HOME costs must be: (1) necessary, (2) reasonable, (3) contain no duplication of benefit, (4) not be used to supplant local or state resources, (5) free from fraud, and (6) an eligible use of HOME funds.

The funds available in this NOFA will be used to meet the following statewide goals in accordance with the Department’s 2020-2024 Consolidated Plan and the Department’s 2024-2025 Annual Action Plan,

as the same may be amended from time to time, serving low-income households earning at or below 80 percent (80%) of Area Median Income (AMI) and very low-income households earning at or below 50 percent (50%) of AMI:

- Increase the supply of affordable rental housing;
- Expand homeownership opportunities and improve existing housing; Address and prevent homelessness; and
- Provide recovery assistance for natural disaster survivors

NOTE: In an effort to improve access and equity within the HOME Program, the Department has called attention to tribal-specific information within this NOFA in green font. However, Native American Entity Applicants are encouraged to carefully read through all NOFA contents and application materials thoroughly, not just the green font portions.

B. Timeline

The following table summarizes the anticipated HOME Program timeline. The Department reserves the right to modify the projected timeline at any time. Any changes to the timeline will be communicated through the Department’s HOME Listserv (<https://www.hcd.ca.gov/contact-us/email-signup>).

Table 1 – Timeline for Applicants	
NOFA Release	December 30, 2024
eCivis application portal opens	January 24, 2025
Webinars	January 14, 2025 – Rental Projects, and FTHB Projects January 16, 2025 – Program Activities
Competitive Project Activities application due date for cities, counties, CHDOs, and Developers	May 22 , 2025, by 5:00 P.M. Pacific Daylight Time (PDT)
OTC Program Activities application submittal period *extended* for cities,	Continuous, until the available funds are exhausted or until the release of the next HOME

counties and CHDOs (including NAE-FRTs)	Program Activities NOFA, whichever occurs first
<u>Anticipated Award Announcements</u>	
Program Activities	Continuous (within 60 days of complete application receipt)
Project Activities with 9% tax credits	December 2025*
Project Activities with 4% tax credits or with no tax credits	December 2025*
	*Based on volume, these dates may change.

Table 2 – Timeline for Native American Entity Applicants	
NOFA Release	December 30, 2024
eCivis application portal opens	January 31, 2025
Webinar (specifically for Native American Entity Applicants)	January 21, 2025 – Rental Projects and FTHB Projects January 23, 2025 – Program Activities
OTC Project Activities application due date for Native American Entities (NAE-FRTs and NAE-NFRTs)	September 24, 2025, by 5:00 P.M. PDT, or until the available funds are exhausted, whichever occurs first.
OTC Program Activities application submittal period *extended* for cities, counties and CHDOs (including NAE-FRTs)	Continuous, until the available funds are exhausted or until the release of the next HOME Program Activities NOFA, whichever occurs first

Anticipated Award Announcements	
Program Activities	Continuous
Project Activities with 9% tax credits	Continuous
Project Activities with 4% tax credits or with no tax credits	Continuous

C. Authorizing Legislation and Regulation Authority

This NOFA should be read in conjunction with the following regulations, statutes, and plans, which establish state and federal HOME requirements, as the same may be amended from time to time:

- State HOME Regulations (25 California Code of Regulations “C.C.R.” § 8200 *et seq.*) <https://www.hcd.ca.gov/grants-funding/active-funding/home/docs/State-HOME-Regulations-eff-1-1-2017-FINAL.docx> investment-partnerships-program
- State Uniform Multifamily Regulations (“UMRs”) (25 C.C.R. § 8300 *et seq.*) <https://www.hcd.ca.gov/grants-and-funding/uniform-multifamily-regulations>
- Federal HOME Investment Partnerships Act Statutes at Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S. Code “U.S.C.” 12701 *et seq.* https://www.hud.gov/sites/documents/19576_HOMELAWS.PDF
- Federal HOME Regulations (24 Code of Federal Regulations “C.F.R.” Part 92) <https://www.hudexchange.info/programs/home/home-laws-and-regulations/>
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200) <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> regulations/
- State of California 2024-2025 Annual Action Plan <https://www.hcd.ca.gov/policy-and-research/plans-and-reports>

All regulatory references are to the state and federal HOME regulations unless otherwise noted.

Other helpful resources, including HUD Community Planning and Development (CPD) Notices, Policy Memos, and other HUD Policy

Guidance for the HOME Program can be found at <https://www.hudexchange.info/programs/home/>.

Several of the terms used in the HOME NOFA have specific meanings defined by state and/or federal HOME regulations. When reviewing this NOFA and the application forms, carefully review the regulations for further defined terms. State HOME definitions are found in 25 C.C.R. § 8201 and 8217 and federal HOME definitions are found in 24 C.F.R. § 92.2.

If state or federal statutes or regulations, or other laws, policies, or procedures governing HOME or its funding are modified by Congress, HUD, the Legislature, or the Department prior to completion of work to be done pursuant to awards made in connection with this NOFA, the changes may become effective immediately and apply to funded activities.

Any inconsistencies between this NOFA and state or federal HOME regulations will be resolved in favor of applicable regulations, unless a waiver or modification was approved by the Director in accordance with AB 1010 (Chapter 660, Statutes of 2019). In those instances, the waiver or modification will prevail when not in conflict with the federal HOME regulations.

The Department reserves the right at its sole discretion to suspend, amend, and/or supplement the provisions of this NOFA from time to time. If such action occurs, the Department will notify interested parties through the Department's HOME Listserv (<https://www.hcd.ca.gov/contact-us/email-signup>).

Native American Entities

The state requirements set forth in this HOME NOFA are subject to Assembly Bill 1010 (Chapter 660, Statutes of 2019) ("AB 1010") which is set forth in Health and Safety Code (HSC) § 50406(p), which provides: (a) where the provisions of tribal law, tribal governance, tribal charter, or difference in tribal entity or legal structure would cause a violation or not satisfy the requirements of the HOME NOFA, said requirements may be modified as necessary to ensure Program compatibility; and (b) where the provisions of tribal law, tribal governance, tribal charter, or difference in tribal entity or legal structure or agency create minor inconsistencies (as determined by the Director of the Department or a duly authorized designee thereof) with the requirements set forth in the HOME NOFA, the Department may waive said requirements, as deemed necessary, to avoid an unnecessary administrative burden. Matters set forth or otherwise provided for in the HOME NOFA that may be modified or waived include, without limitation, threshold scoring requirements and any other matter set forth in HSC § 50406(p)(2).

Native American Entity Applicants, whether federally recognized or non-federally recognized, are accordingly encouraged to discuss any such potential modifications or waivers and their options in that regard at or during an optional pre-application technical assistance meeting. **Native American Entity Applicants should be aware that AB 1010 and the recent legislative change in AB 1878 (Reg. Sess. 2024) allows for the Native American Entity Applicants to apply for a request to modify or waive state HOME statutory and regulatory requirements, or guidelines.** Neither AB 1010 or AB 1878 apply to federal HOME statutory and regulatory requirements; however, there may be other federal laws or federal doctrines that could provide a basis for a possible modification of some federal requirements for Native American Entity Applicants. An example is where a Native American Entity has its own Tribally Determined Wage, in which case [Davis-Bacon wage requirements](#) are not applicable. While AB 1010 requests can be processed at any time, Native American Entity Applicants are encouraged to begin the AB 1010 waiver request process before their application is submitted in order to allow time for the Department to review and make a legal decision on the request.

The Department urges Native American Entity Applicants to discuss possible waiver and modification requests during technical assistance sessions. AB 1010 waiver and modification request data can be accessed at the Department webpage under “Resources” (<https://www.hcd.ca.gov/policy-andresearch/native-american-tribal-affairs>).

D. Application Submission Process

The Department will accept applications submitted via the eCivis application portal under this NOFA. Application acceptance and evaluation is subject to the state and federal regulations and the terms outlined in this NOFA. It is the Applicant’s responsibility to ensure that the submitted application is clear, complete, and accurate.

Electronic Application Submission Process

All Applicants must create an eCivis Profile prior to completing an application. Once the profile is created, the Applicant must complete an application via the eCivis GMS Portal. Application forms are available on the eCivis GMS Portal, including the Rental Housing Supplemental Application, which is also available on the HOME website at <https://www.hcd.ca.gov/grants-and-funding/programsactive/home-investment-partnerships-program>.

NOTE: Applications for project activities and program activities are scored and ranked separately. Application requirements include the following:

- **Project Activities.** One main application must be submitted for each project activity.

Program Activities. One main application must be submitted, along with a sub-application for each additional desired program activity.

All applications (including all required sub-applications) must be uploaded to the eCivis GMS Portal no later than the deadlines specified in Section I (B) Timeline of this NOFA.

The Department will not accept applications through personal, postal, shipment deliveries, facsimiles, email, walk-ins, or any other forms of delivery other than the eCivis GMS Portal.

Applicants that do not meet the filing deadline requirements will not be eligible for funding. Applications must be on the Department's current forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format, not converted to a PDF document.

The Department may request additional clarifying information from third-party sources, such as local government entities or the Applicant, but this is entirely at the Department's discretion to determine if the Department has authority to make an award. Upon the Department's request, the Applicant shall be given five (5) business days, from the date of staff notification, to submit said documents to clarify the application. The third-party sources shall certify that all evidentiary documents deemed to be missing from the application had been executed, and were in the third-party source's possession, on or prior to, the application filing deadline. For example, an appraisal that existed prior to the application filing deadline may be accepted by the Department as clarifying information.

If the Department still deems the application incomplete, or it fails to provide the minimum requirements, the Applicant may appeal the determination following the guidance in Section IV (E) Appeals of this NOFA.

Disclosure of Application

Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act (Chapter 1473, Statutes of 1968) (PRA). As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consent to the disclosure of submitted material upon receipt of a PRA request.

Concurrent Applications

Due to the unique challenges of the current funding environment, the Department allows Applicants to pursue funding from more than one Department funding program. Separate concurrent applications to other HCD program funding sources are permitted under this HOME NOFA. Applicants, however, MUST disclose all Department applications under review and/or applications anticipated to be submitted, regardless of who is applying for funding (e.g., city, county, Developer, sponsor, etc.).

The HOME Program has strict federal commitment and expenditure deadlines; therefore, if an Applicant submits any other funding applications to the Department after the HOME NOFA application due date, Applicant must notify HOME Program staff via the HOME NOFA mailbox (HOMENOFA@hcd.ca.gov).

If Applicants are competitive for a HOME award, the Department will consult with Applicants to determine the best funding scenario for Project feasibility while balancing cost containment. If the Project receives a state program award after the HOME NOFA application due date, HOME NOFA Applicants may be asked to accept a reduction of any Department-administered state program award by the amount of any HOME Project award.

E. Definitions

“Applicant” is any eligible State Recipient, CHDO, Developer, or Native American Entity which submits an application to the Department to operate Programs or develop or rehabilitate Projects using HOME funds within a specified jurisdictional boundary, in accordance with 25 C.C.R. § 8201 and 8204 and HSC § 50896. A Developer of a Project shall not act as administrative subcontractor for the activity.

“At Risk of Homelessness” means the same as defined under the federal Continuum of Care Program at 24 C.F.R. § 578.3, as may be amended and renumbered from time to time.

“Awardee” means the eligible Applicant (and, if applicable, the Co-Applicant) that has been awarded funds from the Department under the HOME Program, and that will be held responsible for compliance with and performance of all HOME requirements.

“Choice-Limiting Actions” means an action that may have an adverse impact on the environment or limit the choice of reasonable alternatives. A Choice-Limiting Action may include, but is not limited to, executing a purchase and sale agreement, signing a lease agreement, real property acquisition, rehabilitation, repair, demolition, disposition, or new construction. For the purposes of environmental review, the Project is the aggregation of all activities that are required to build the Project and must

be included in the scope of the environmental review. Even if HOME funds are used to pay for only a portion of the overall Project, Awardees and Subrecipients must be aware of activities that are considered Choice-Limiting Actions, because taking such actions before the completion of the HUD Environmental Review process can automatically disqualify the project from receiving federal funds. Activities listed at 24 C.F.R. § 58.35(b) that are Categorically Excluded Not Subject To 24 C.F.R. § 58.5 (e.g., Tenant-Based Rental Assistance, provision of services) are not Choice-Limiting Actions.

“Developer” means any legal entity, including Native American Entities (Native American Entities-Federally Recognized Tribes and Native American Entities Non-Federally Recognized Tribes), that will provide or arrange for design, financing, and construction services in connection with a housing Project as set forth in 25 C.C.R. § 8201(i). A nonprofit organization, formed as a special purpose entity in compliance with 25 C.C.R. § 8313.2, by a Non-Federally Recognized Tribe (NAE-NFRT) as defined herein, may be considered a Developer if the NAE-NFRT satisfies all other Developer eligibility requirements.

“Enforceable Funding Commitment” means a letter or other document, in form and substance satisfactory to the Department, which evidences an enforceable commitment of funds or a reservation of funds by a Project funding source, and which contains the following:

- The name of the Applicant;
- The Project name;
- The Project site address, assessor’s parcel number, or legal description; and
- The amount, interest rate (if any), and terms of the funding source.

The Enforceable Funding Commitment may be conditioned on certain standard underwriting criteria, such as appraisals, but may not be generally conditional. Examples of unacceptable general conditions include phrases such as “subject to senior management approval,” or a statement that omits the word “commitment,” but instead indicates the lender’s “willingness to process an application” or indicates that financing is subject to loan committee approval of the Project.

Note: Contingencies in commitment documents based upon the receipt of low-income housing tax credits do not count as committed for purposes of gaining points in this scoring category.

“Homeless” or “Homelessness” means the same as defined under the federal Continuum of Care Program at 24 C.F.R. § 578.3, as may be amended and renumbered from time to time. “Homeless” includes “Chronically Homeless” and “Homeless with a Disability.”

“Homeownership” means ownership in fee simple title of a 1- to 4-unit dwelling or condominium unit, or equivalent form of ownership approved by HUD.

(1) The land may be owned in fee simple, or the homeowner may have a 99-year ground lease.

(i) For housing located in the insular areas, the ground lease must be 40 years or more.

(ii) For housing located on Native American Lands as defined in 25 C.C.R. § 8201(y)(1), the ground lease must be 50 years or more.

(iii) For manufactured housing, the ground lease must be for a period at least equal to the applicable period of affordability in 24 C.F.R. § 92.254.

“Local Agency” means a city, county, city and county, or a Native American Entity that is a duly constituted governing body of an Indian Reservation or Rancheria, in accordance with HSC § 50077.

“Local Public Entity” means any county, city, city and county, Native American Entity that is a duly constituted governing body of an Indian Reservation or Rancheria, redevelopment agency organized pursuant to Part 1 (commencing with section 33000) of Division 24, or housing authority organized pursuant to Part 2 (commencing with section 34200) of Division 24, in accordance with HSC § 50079.

“Native American Entity” (“NAE”) means an “Indian Tribe” or a “Tribally Designated Housing Entity” that is any of the following: a) Applicant meets the definition of Indian Tribe under Section 4103(13)(B) of Title 25 of the United States Code; b) Applicant meets the definition of Tribally Designated Housing Entity under 25 U.S.C. 4103(22); or c) If Applicant is not a federally recognized tribe as identified above, Applicant is either: (1) Listed in the Bureau of Indian Affairs Office of Federal Acknowledgment Petitioner List, pursuant to 25 C.F.R. Part 83.1; or (2) An Indian Tribe located in California that is on the contact list maintained by the Native American Heritage Commission for the purposes of consultation pursuant to GC Section 65352.3, and 3) has formed and controls a special purpose entity in compliance with 25 C.C.R. § 8313.2.

“Native American Entity – Federally Recognized Tribe (“NAE-FRT”) means any Tribal Government which is a federally recognized tribe as defined at 25 U.S.C. section 4103(13)(B) and includes a duly constituted governing body of an Indian Reservation or Rancheria as Health and Safety Code section 50077 and 50079; or is a Tribally Designated Housing Entity under 25 U.S.C. section 4103(22).

A NAE-FRT may apply as a State Recipient or Developer for HOME Funds.

“Native American Entity – Non-Federally Recognized Tribe” (“NAE-NFRT”) means any Tribal Government which is an Indian Tribe located in California that

is not a federally recognized tribe and is either: (1) listed in the Bureau of Indian Affairs Office of Federal Acknowledgment Petitioner List, pursuant to 25 C.F.R. Part 83.1, and has formed and controls a special purpose entity in compliance with 25 C.C.R. § 8313.2; or (2) listed on the contact list maintained by the California Native American Heritage Commission for the purposes of consultation pursuant to Government Code (GC) § 65352.3, and (3) has formed and controls a special purpose entity in compliance with 25 C.C.R. § 8313.2.

A NAE-NFRT may apply as only a Special Purpose Entity Developer for HOME funds for project activities.

“Native American Lands” means real property located within the State of California that meets the following criteria: (1) is trust land for which the United States holds title to the tract or interest in trust for the benefit of one or more tribes or individual Indians, or is restricted Indian land for which one or more tribes or individual Indians holds fee title to the tract or interest but can alienate or encumber it only with the approval of the United States; and the land may be leased for housing development and residential purposes under federal law; or (2) lands outside the jurisdiction of tribal government owned or co-owned by a Native American Entity in accordance with 25 C.C.R. § 8201(y).

“Native American Entity (NAE) Service Area” means the area where the Project is located within the Native American Lands and includes lands outside the NAE tribal government jurisdiction up to 100 miles from the boundary of the NAE trust or restricted land as defined at 25 U.S.C. 2201 that is within nonentitlement jurisdictions.

“Project” means a site or sites together with any building (including a manufactured housing unit) or buildings located on the site(s) that are under common ownership, management, and financing and are to be assisted with HOME funds as a single undertaking. The Project includes all the activities associated with the site and building. For program activities, such as First-time Homebuyer (FTHB), Owner-Occupied Rehabilitation (OOR), and Tenant-Based Rental Assistance (TBRA), “Project” means assistance to one or more families.

“Project Commitment” means the date the state has executed a Standard Agreement with an Awardee that includes the date and signature of each person signing the agreement, and that meets the minimum requirements of a Standard Agreement as defined in 24 C.F.R. § 92.504(c).

If the Department or the Awardee is providing HOME First-time Homebuyer (FTHB) Assistance to a family to acquire single-family housing, the Department or Awardee and the family must have an executed written agreement under which the HOME assistance will be provided, and the property title must be transferred to the family or purchaser within six months of the agreement date.

If the Department or Awardee is providing HOME assistance to a family in the form of Tenant-Based Rental Assistance (TBRA), the Department or the

Awardee must have an executed rental assistance agreement with the owner or the tenant in accordance with the provisions of 24 C.F.R. § 92.209.

For State Recipient Awardees, Project Commitment means the date when the written agreement is executed by the Awardee and the Developer(s) of the Project.

“Project Completion” means that all necessary title transfer requirements and construction work have been performed; the Project complies with HUD’s requirements, including the property standards at 24 C.F.R. § 92.251; the final drawdown of HOME funds has been disbursed for the Project; and the Project Completion information has been entered into HUD’s disbursement and information system. For tenant-based rental assistance, Project Completion means the final drawdown has been disbursed for the Project. The Department may also require a recorded Notice of Completion, Certificate of Occupancy, and/or evidence of stabilized rents to demonstrate Project Completion. Pursuant to 24 C.F.R. § 92.502(d), Project Completion must occur within 120 days of final disbursement of funds.

“Special Needs Population(s)” means the same as defined in the Multifamily Housing Program guidelines: people with disabilities; At Risk of Homelessness; individuals with substance use disorders; frequent users of public health or mental health services, as identified by a public health or mental health agency; individuals who are fleeing domestic violence, sexual assault, or human trafficking; individuals who are experiencing Homelessness and individuals experiencing Chronic Homelessness; homeless youth as defined in California Government Code § 129571(e)(2); families in the child welfare system for whom the absence of housing is a barrier to family reunification, as certified by a county; individuals exiting from institutional settings or at risk of placement in an institutional setting; older adults in need of supportive services; or other specific groups with unique housing needs as determined by the Department. “Special Needs Populations” do not include seniors unless they otherwise qualify as a Special Needs Population.

“Special Purpose Entity” means the legal entity or combination of legal entities with continuing control of the HOME Project that meets the requirements of 25 C.C.R. § 8313.2.

“State Recipient” means a “unit of general local government” designated by the state to receive HOME funds, in accordance with 24 C.F.R. § 92.201(b)(2) and 25 C.C.R. § 8201(ii), including NAE-FRTs.

NOTE: HUD has opined in a HUD letter to the Department dated March 16, 2016, that NAE-FRTs are considered a “unit of general local government” and thus eligible for HOME funds as a State Recipient. The Department, upon request, will produce a copy of the HUD letter dated March 16, 2016.

“Subrecipient” means a public agency or nonprofit organization selected by the Department to administer a portion of the state HOME Program to produce

affordable housing, provide down payment assistance, or provide tenant-based rental assistance. Per 24 C.F.R. 92.2, a public agency or nonprofit organization that receives HOME funds solely as a Developer or owner of a housing project is not a Subrecipient.

NOTE: HUD has opined in a HUD letter to the Department dated March 16, 2016, that the definition of “public agency” is construed broadly to mean “governmental entity” and thus includes NAE-FRTs to be eligible for HOME funds as a Subrecipient.

II. Program Requirements

The following is provided as only a summary and is not to be considered a complete representation of the entirety of the eligibility, threshold, or other requirements or terms and conditions of the HOME Program.

A. Eligible Applicants

1. State Recipients, as defined by this NOFA, including NAE-FRTs

To meet the definition of an eligible State Recipient, Applicants must meet the following criteria:

- a. Have not been designated as a HOME Participating Jurisdiction by HUD;
- b. Are not participants in an Urban County Agreement with a county that is designated as a Participating Jurisdiction;
- c. Are not participants in a HOME Consortium; and
- d. Are proposing project or program activities that will be located or carried out in the Applicant’s defined service area. Generally, this will be within the Applicant’s city limits, a county’s unincorporated area, or on or within 100 miles of Native American Lands as defined in 25 C.C.R. § 8201(y)(1) and within non-entitlement jurisdictions.

NOTE: NAE-FRTs must carry out program activities within the defined NAE Service Area. NAE-FRTs must carry out project activities located within the state HOME Program’s non-entitlement jurisdictional boundaries, which includes Native American Lands located within California.

Eligible city and county jurisdictions for 2024 federal HOME funds are listed in Appendix A. If a jurisdiction is not listed in Appendix A and is seeking a determination of eligibility by the Department, the jurisdiction must submit a copy of the consortium or urban county agreement indicating that the jurisdiction is not a participant of a FY 2024-2025 HOME consortium or Urban County Agreement. The agreement must be submitted no later than April 16, 2025, to the Department at HOMENOFA@hcd.ca.gov.

When a State Recipient partners with a Developer for a project activity, the State Recipient must document its own experience implementing local, state, or federal funding for affordable housing (creation or preservation of) and/or community development projects. The Developer is the entity that the Department relies upon for experience and capacity and must control the Project during acquisition (site control), development, and occupancy. Developers must satisfy all other eligibility requirements detailed in this NOFA including, but not limited to, experience and capacity requirements.

NOTE: Developer experience can be used to meet the minimum experience requirements for only one Developer application in this NOFA round. Developers may not submit separate HOME applications under the name of another entity over which they exercise control, as a way to get around the one application limit. A Limited Partnership (LP) is not considered an eligible Applicant/Awardee but may be the ultimate borrower under specific circumstances. If an eligible Applicant intends to create a LP, please consult with HOME staff prior to submitting an application.

2. Eligible CHDOs (State-certified Community Housing Development Organizations (CHDOs) as defined by 25 C.C.R. § 8201(f))

- a. CHDO Applicants must meet all the requirements found at 24 C.F.R. § 92.2 at the time of application submittal and be certified by the Department prior to any project activity or program activity funding award through this NOFA.
- b. CHDO Applicants are required to submit through the eCivis GMS Portal the following documents required to complete the certification review prior to, or as part of, the application package:
 - (1) A copy of the letter from the Internal Revenue Service demonstrating exemption under Section 501(c)(3) or (4) and evidence of good standing from the California Franchise Tax Board dated no more than 12 months prior to the date Applicant applies for certification.
 - (2) A copy of the organization's financial statements dated no more than 12 months prior to the date Applicant applies for certification.
 - (3) A copy of the organization's bylaws, containing at a minimum, the governing board composition, the fulfillment and maintenance of the 1/3 low-income representation requirement found in 24 C.F.R. § 92.2, description of the manner in which board members are selected, evidence of purpose of the organization that complies with the requirement in 24 C.F.R. § 92.2, and disclosure of relationships with for-profit individuals and/or entities, if any, as they relate to the governance of the organization.
 - (4) A copy of the organization's articles of incorporation and any amendments.

- (5) A copy of Certificate of Status from the California Secretary of State dated no more than 12 months from the date of application of certification.
 - (6) A description of the formal process used to solicit advice from low-income beneficiaries in decisions regarding design, citing, development, and management of affordable housing.
 - (7) A plan that describes tenant participation in management decisions for rental projects and the proposed fair lease and grievance procedures pursuant to 24 C.F.R. § 92.303.
 - (8) A list of current staff members responsible for HOME activities, with resumes. If staff do not have capacity, a commitment to hire an experienced consultant and a training plan must be submitted with the application for certification. For its first year of operating as a CHDO, an organization may satisfy this requirement through a contract with a consultant who has housing development experience to train appropriate key staff of the organization.
 - (9) Evidence of the Applicant's history serving the community where the HOME assisted housing will be located.
 - (10) A list of current board members, their occupations, and the names of their employers.
 - (11) A document that demonstrates to the satisfaction of the Department that any and all audit findings will have been resolved prior to receiving Department funding.
 - (12) Evidence the CHDO has not been debarred or suspended from participation in federal or state housing or community development projects or programs.
 - (13) Board Member Certifications completed and signed by each Board Member.
- c. Projects being funded through this NOFA with the CHDO set-aside are required to be "owned, developed, or sponsored" by an eligible state certified CHDO. "Owned, developed, and sponsored" are defined at 24 C.F.R. § 92.300 as:
- (1) Owner: Rental housing is "owned" by the CHDO if the CHDO is the owner in fee simple absolute of multifamily or single-family housing (or has a long-term ground lease meeting the requirements of 25 C.C.R. § 8316) for rental to low-income families in accordance with 24 C.F.R. § 92.252. If the housing is to be rehabilitated or constructed, the CHDO hires and oversees the Developer that rehabilitates or constructs the housing. At minimum, the CHDO must hire or contract with an experienced Project manager to oversee all aspects of the development, including obtaining zoning, securing non-HOME

financing, selecting a Developer or general contractor, overseeing the progress of the work, and determining the reasonableness of costs. The CHDO must own the rental housing during development and for a period at least equal to the period of affordability. If the CHDO acquires housing that meets the property standards in 24 C.F.R. § 92.251, the CHDO must own the rental housing for a period at least equal to the period of affordability.

This option is available to CHDOs with experience and capacity to own and operate affordable rental housing but without the experience or capacity to develop the Project. This option is not available if the Project is owned by a limited partnership entity (see Sponsor paragraph below).

- (2) Developer: The CHDO may act as Developer if the CHDO is the owner of multifamily or single-family housing in fee simple absolute (or has a long-term ground lease meeting the requirements of 25 C.C.R. § 8316) and the Developer of new housing that will be constructed or existing substandard housing that will be rehabilitated for rent to low-income families in accordance with 24 C.F.R. § 92.252. To be the Developer, the CHDO must be in sole charge of all aspects of the development process, including obtaining zoning, securing non-HOME financing, selecting architects, engineers, and general contractors, overseeing the progress of the work, and determining the reasonableness of costs. At a minimum, the CHDO must own the housing during development and for a period at least equal to the period of affordability specified in 24 C.F.R. 92.252.

This option is not available if the Project is owned by a limited partnership entity (see Sponsor paragraph below).

CHDOs are not allowed to act as Developer in Projects where the CHDO does not have a long-term ownership interest and contractual relationship with the Project owner (i.e., a Development Services Agreement) to develop the Project.

- (3) Sponsor: 24 C.F.R. Part 92 provides two explanations of what it means to “sponsor” a HOME-assisted rental housing Project.
- a) A CHDO “sponsors” a Project when the property is “owned” or “developed” by:
 - An affiliated subsidiary of the CHDO, which is wholly owned by the CHDO;
 - A limited partnership of which the CHDO or its wholly owned affiliated subsidiary is the sole general partner; or
 - A limited liability company of which the CHDO or its wholly owned affiliated subsidiary is the sole managing member.

- b) A CHDO may “sponsor” a Project in situations where the CHDO owns the property (in fee simple absolute), develops the housing, and agrees to convey the housing to a different private nonprofit organization at a predetermined point in time after Project Completion. The nonprofit to which the Project will be conveyed does not need to be a CHDO but must be identified and approved by the Department prior to Project Commitment of HOME funds. Additionally, this nonprofit cannot be created by a governmental entity. If for any reason the Project is not transferred to this nonprofit, the CHDO remains liable for the HOME funds and Project for the term of the affordability period.
 - c) If awarded HOME funds, CHDOs must obtain all necessary permanent Project financing, including the permanent financing for the required period of affordability, and must execute a Standard Agreement with the Department pursuant to 25 C.C.R. § 8217(b)(1).
 - d. CHDO FTHB Projects and Infill New Construction site control and ownership requirements:
 - (1) Housing for homeownership is “developed” by the CHDO if the CHDO is the owner (in fee simple absolute) and developer of new housing that will be constructed or existing substandard housing that will be rehabilitated for sale to low-income families in accordance with 24 C.F.R. § 92.254.
 - (2) Pursuant to 24 C.F.R. § 92.300(a)(6)(i), to be the “developer,” the CHDO must arrange financing of the Project and be in sole charge of construction. The CHDO may provide direct homeownership assistance (e.g., down payment assistance) when it sells the housing to low-income families and the CHDO will not be considered a subrecipient. The HOME funds for down payment assistance shall not be greater than 10 percent (10%) of the total amount of HOME funds awarded for development of the housing.
 - (3) The state or the State Recipient must determine and set forth in its written agreement with the CHDO the actual sales prices of the housing or the method by which the sales prices for the housing being developed will be established.
 - (4) Prior to award, CHDOs must be certified to serve the jurisdiction in which the Project is located, and the jurisdiction must be eligible to receive state HOME assistance funds.
3. Eligible Developers, as defined by this NOFA

The Developer applying for the HOME funding is the entity that the Department relies upon for experience and capacity and must control the Project during acquisition (site control), development, and occupancy.

Developers must satisfy all other eligibility requirements detailed in this NOFA including, but not limited to, experience and capacity requirements.

Developers may partner with a State Recipient Applicant in addition to submitting one application on its own, however both applications must not be for the same Project.

NAE-NFRTs may apply for HOME funds only as Developers and are not eligible to apply as State Recipients or CHDOs. NAE-NFRTs applying as Developers may apply only for project activities.

NOTE: Developer experience can be used to meet the minimum experience requirements for only one Developer application in this NOFA round. Developers may not submit separate HOME applications under the name of another entity over which they exercise control as a way to get around the one application limit. A Limited Partnership (LP) is not considered an eligible Applicant/Awardee but may be the ultimate borrower under specific circumstances. If an eligible Applicant intends to create a LP, please consult with HOME staff prior to submitting an application.

B. Additional HOME Eligibility Criteria

1. Minimum Expenditure Requirement for Program Activities (50 Percent Rule)

Pursuant to 25 C.C.R. § 8204(b), Applicants with current HOME Program activities contracts for which the expenditure deadline established in the contract(s) has not yet passed shall be ineligible to apply for a program activity unless the Applicant has expended at least 50 percent (50%) of the aggregate total of program funds originally awarded by this NOFA's applicable application [submittal](#) date.

Potential Applicants with no current HOME Program activities contracts are not affected by this rule.

“Expended Funds” are the total of all valid Administrative and Project Drawdown Requests (PDRs) or, for TBRA, future commitments on Project Set-up Reports received by the Department by the NOFA application deadline. Additionally, for FTHB and OOR, a valid PDR is limited to the amount needed for reimbursement of actual expenses for work that has been completed (Work Completed). Work Completed varies by activity as follows:

- a. FTHB activity: escrow has closed, as evidenced by a final HUD Settlement Statement.
- b. OOR activity: construction completed and inspected.
- c. TBRA activity: rental payment assistance amount multiplied by the number of months in the individual tenants' TBRA agreements, to the extent those funds are available in existing TBRA grants.

2. Applicants must be in good standing with the State of California and all agencies and departments thereof. For example, if an Applicant is a business

entity, such entity must be qualified to do business in California and currently in good standing with the California Secretary of State and the California Franchise Tax Board.

C. Eligible Activities (Pursuant to 24 C.F.R. § 92.205(a))

1. Project Activities — Eligible HOME project activities are as follows:

a. Rental Projects

- (1) Rental New Construction Projects — funds are provided to develop a specific multifamily Project on a specific site by a specific Developer. Rental new construction Projects may be with or without acquisition of the property; or
- (2) Rental Rehabilitation Projects — funds are provided to rehabilitate a specific rental Project on a specific site by a specific Developer, with or without acquisition of the property; or
- (3) Rental Acquisition Projects — funds are provided to acquire a specific rental Project that meets all HOME requirements including property standards.

Applicants requesting project activities funding for a rental Project consisting of multiple sites must be in compliance with 25 C.C.R. § 8303(b).

b. First-Time Homebuyer (FTHB) Projects

Construction financing must include the following:

- (1) New construction or acquisition/rehabilitation/conversion to develop homes on specific site(s).
- (2) All (100 percent) of the HOME investment rolls over to permanent financing to provide mortgage assistance to eligible first-time homebuyers when the units are sold to eligible homebuyers.

NOTE: Rental and FTHB Projects with multiple sites must have common ownership and financing.

2. Program Activities — Eligible HOME Program Activities are as follows:

a. First-Time Homebuyer (FTHB) Program

- (1) Acquisition-only Down Payment Assistance – funds are awarded to HOME-eligible Applicants to provide individual loans to homebuyers to purchase modest dwellings selected from the open market.

NOTE: CHDOs are ineligible for this activity.

- (2) Infill New Construction – funds are awarded to eligible State Recipients or CHDOs to provide assistance for the new

construction of dwellings on scattered sites, with no more than four dwellings per vacant site, subject to the following requirements:

- Pursuant to federal National Environmental Policy Act (NEPA) requirements, an environmental assessment (EA) will be required, regardless of the funding source, if there are more than four units developed within 2,000 feet of one another.
- Pursuant to the HOME NOFA, to be considered an Infill New Construction program the Applicant must assume the role of Developer, own the property during construction, and sell the home to an eligible homebuyer within nine (9) months of Project Completion. All dwellings must be situated on land where site control is established through fee simple, leasehold, or another manner approved in writing by the Department, and be affixed to a permanent foundation at the time of construction closing. Please note, Section II (A) and Section IV (A) of this NOFA further specify site control requirements for Infill New Construction Projects.

Pursuant to 25 C.C.R. § 8207, the FTHB primary mortgage loan must be fully amortized and have a fixed interest rate that does not exceed the current market rate by more than 100 basis points (1%), based on the Freddie Mac 30-year Fixed Rate Mortgage rate at <https://www.freddiemac.com/pmms>.

b. Owner-Occupied Rehabilitation (OOR) Program

Funds are provided to HOME-eligible Applicants to assist individual homeowners whose primary residence needs repairs, improvements, or reconstruction necessary for correction of any health and safety deficiencies, and to meet locally adopted standards used for rehabilitation Projects.

“Reconstruction” means demolition and rebuilding on the same residential lot. This includes homes destroyed by natural causes if HOME funds are committed within 12 months of the date of destruction.

c. Tenant-Based Rental Assistance (TBRA) Program

Funds are provided to HOME Applicants to provide rent subsidies and/or security deposits to eligible households. The minimum term of rental assistance to an eligible household is six months; however, the tenant must be initially offered a one-year lease. TBRA funds may be used to assist tenants to reside in any state HOME-eligible jurisdiction within the county where the TBRA funds were awarded. **TBRA funds awarded to**

NAE-FRTs must be used to assist tenants with housing within the NAE Service Area of the NAE-FRT Applicant.

For example, TBRA funds awarded to the City of Winters can also be used for units located in West Sacramento, Woodland, and the unincorporated areas of Yolo County, since these jurisdictions are state HOME eligible within Yolo County, but they may not be used in Davis, which is not state HOME eligible.

D. Ineligible Use of Project Funds

Pursuant to 24 C.F.R. § 92.214, federal HOME funds cannot be used for several items, including, but not limited to:

1. Initial deposits to replacement reserves as required by 25 C.C.R. § 8309. Therefore, in a Project where HOME is the only source of financing, or if other funding sources cannot pay for these costs, the Developer must pay them;
2. Providing tenant-based rental assistance for the special purposes of the existing Section 8 program;
3. Providing non-federal matching contributions required under any other federal program; and
4. Applicants may not charge servicing, origination, or other fees for the purpose of covering costs of administering the HOME Program (e.g., fees on low- income families for construction management or for inspections for compliance with property standards) (see 24 C.F.R. § 92.206(d)(6) and § 92.207), with exceptions referenced in 24 C.F.R. § 92.214(b)(1).

In accordance with the Department's 2024-2025 Annual Action Plans, HOME funds may not be used to pay for the cost to refinance existing Project debt.

Pursuant to 24 C.F.R. § 92.206(a)(4), HOME funds cannot pay for the costs associated to construct or rehabilitate laundry and/or other community facilities located in separate buildings containing no residential units. In addition, any community facilities must be for the exclusive use of the residents and their guests.

Pursuant to 24 C.F.R. § 92.206 (b)(2)(vi), federal HOME funds cannot be used to refinance single family or multifamily housing loans made or insured by any federal program, including CDBG.

Additionally, HOME funds cannot provide a duplication of benefit or supplant any other federal, state, or local funds previously committed to the Project.

For further ineligible uses of HOME funds, refer to 24 C.F.R. § 92.214.

E. Activity Combination and Limits

State Recipients (excluding Developers and CHDOs) may apply for multiple eligible activities as follows:

1. One rental Project and one FTHB Project; or
2. One rental Project and any combination of eligible program activities; or
3. One FTHB Project and any combination of eligible program activities, except for a FTHB program.

CHDOs may apply for multiple eligible activities as follows:

1. One rental Project and one FTHB Project; or
2. One rental or FTHB Project and one FTHB program activity for infill new construction.

Developers (not applying through a State Recipient) may submit one application pursuant to this NOFA.

This application may consist of only one eligible activity as follows:

1. One rental rehabilitation Project, with or without acquisition; or
2. One rental new construction Project, with or without acquisition.

NOTE: Using both HOME FTHB project activity funds and HOME FTHB program activity funds for the same Project is not permitted.

F. Allocation of Funding

To promote equitable distribution of HOME Program funds, funding made available by this NOFA will be allocated in accordance with the state regulations and funding targets cited below, to the extent eligible applications are submitted to the Department.

Table 3 - Allocation of Funding	
Funding Targets and Statutory Set-Asides (not including the Department's administrative costs)	Amount
CHDO Set-Aside Pursuant to 24 C.F.R. § 92.300(a), the Department will allocate 15 percent (15%) of total funds available for housing to be owned, developed, or sponsored by CHDOs.	\$ 5,273,980

<p>Program Activities Funding Target</p> <p>Pursuant to 25 C.C.R. § 8212.1, the Department will allocate 40 percent (40%) of total funds available for program activities.</p>	\$ 14,454,611
<p>Rental Projects Funding Target</p> <p>Pursuant to 25 C.C.R. § 8212.1, the Department will allocate 55 percent (55%) of total funds for rental Projects.</p>	\$ 19,923,923
<p>First-Time Homebuyer Projects Funding Target</p> <p>Pursuant to 25 C.C.R. § 8212.1, the Department will allocate 5 percent (5%) of total funds available for FTHB Projects.</p>	\$ 1,757,993
<p>Rural Areas Funding Target</p> <p>Pursuant to 25 C.C.R. § 8212 (b)(3), the Department will reserve a minimum of 50 percent (50%) of total funds available for Rural areas as defined in the HSC § 50199.21.</p>	\$ 17,579,932
<p>Native American Entity Funding Target</p> <p>The Department will target 20 percent (20%) of total funds available for Native American Entity Applications (as either State Recipients or Developers).</p> <p>Please note, NAE-NFRTs cannot apply for HOME funds as State Recipients.</p>	\$ 7,031,973

25 C.C.R. § 8213(d) specifies that in the event there are insufficient monies to fund an Applicant's entire program activities funding request, the Applicant may be offered a lower amount of funding. The lower amount of funding may be offered only if the funding is sufficient to complete a portion of the application activities, which, if evaluated separately, would have been awarded. If the amount of funding available is insufficient, the available funds may be allocated to another feasible program activities application.

If applications from Native American Entities total less than the funding target, the portion not awarded will roll over to the competitive portion of the NOFA for all other Applicants.

If the NOFA results in insufficient applications to meet a state statutory set-aside or funding target, the portion of the funding target not awarded will roll over to fund other competitive Applications. For example, if applications received for the program activities funding target are undersubscribed, the Department may use

the funds of the remaining program activities target to award applications received for project activities.

If the NOFA results in insufficient applications to award all available funds, the Department reserves the right to reopen the application submission period on an OTC first come, first served basis, through the date of the next NOFA release, or until the available funds are exhausted, whichever occurs first.

G. Activity Funding Amounts and Limits

CHDOs may apply for up to \$4,500,000 for a multifamily rental Project and up to \$75,000 for CHDO operating costs, for a total maximum request of \$4,575,000.

Developers may apply for up to \$4,500,000 for a Project. Developers are not eligible for reimbursement of administrative costs or Project-related soft costs.

Prior to issuing the Award letter, the Department will evaluate the financial feasibility of each Project and may, as necessary for Project feasibility or to prevent over subsidizing a Project in accordance with 25 C.C.R. § 8300 *et seq.*, decrease the HOME award amount.

State Recipients (excluding Developers) may apply for up to \$4,500,000 for a multifamily rental Project, up to \$50,000 for administrative costs, and up to \$50,000 for Project-related soft costs, for a maximum total request of \$4,600,000. Please note that Project-related soft costs are included in the maximum per-unit-subsidy limit.

For State Recipient Applicants, maximum award limits apply *only* to the amount of HOME funds requested through this NOFA and do not include any HOME Program Income (PI) the Applicant proposes to use. Applicants are encouraged to use HOME PI on hand and any HOME (PI) that the Applicant intends to use for the project activity must be included in the application budget. For example, if an Applicant has \$1,000,000 of HOME PI on hand and intends to use this PI as a funding source for the current HOME application's project activity, the HOME PI and grant combined amount must be included in the loan to the Developer. In this case, the HOME award amount may exceed the maximum award limit by \$1,000,000.

NOTE: The total combined amount of HOME funds requested (including the HOME grant/loan amount plus any PI proposed for the project) is subject to the HOME maximum per-unit subsidy limits.

Homebuyer Project Loan Limits:

- Down Payment assistance cannot exceed the percentage indicated in the Applicant's approved First Time Homebuyer Guidelines of the proposed unit sales price plus closing costs. Applicants will need to consider the income levels of the pool of potential participants to determine the amount of HOME funds needed to complete the project and ensure each beneficiary is provided HOME down payment assistance based on need and remain within the HOME Program maximum per-unit subsidy limits.
- The HOME Program maximum per-unit subsidy limits and the HOME Homeownership Value Limits apply. All loan amounts will be verified by a subsidy layering analysis, and loan amounts will be reduced if the amount requested exceeds what is needed.

Project Activity Funding Limits

Table 4 - Funding Limits by Project Activity	
Rental new construction or rehabilitation with or without acquisition	\$4,500,000
FTHB Projects	\$2,000,000
CHDO Operating Grant*	\$75,000
Administrative Grant*	\$50,000
Project-Related Soft Costs Grant*	\$50,000

*See Section II (K) and (L) of this NOFA for guidance.

Minimum Amount of Funds per Project

The minimum amount of HOME funds that must be invested in a rental or homeownership housing Project is \$5,000 per HOME-assisted unit in the Project. For example, a homeownership housing Project with 30 units, of which 15 units are HOME-assisted, requires a minimum HOME investment of \$75,000.

This requirement does not apply to TBRA funding.

Maximum Amount of Funds per Project

The maximum amount of HOME funds invested in a Project, direct beneficiary assistance, and Project-related soft costs, shall not exceed the lower of:

- a. HOME Program maximum per-unit subsidy limits, established by HUD (at the time of application), under 24 C.F.R. § 92.250; or
- b. Pursuant to 24 C.F.R. § 92.205(d)(1), only the actual HOME-eligible development costs of the assisted units may be charged to the HOME Program. If the assisted and non-assisted units are comparable in terms of size, features, and number of bedrooms, the actual cost of the HOME-assisted units can be determined by prorating the total HOME eligible development costs of the Project so that the proportion of the total development costs charged to the HOME Program does not exceed the proportion of the HOME-assisted units in the Project. If the assisted and non-assisted units are not comparable, the actual costs may be determined based on a method of cost allocation; and
- c. The amount of HOME funds invested in a Project (when combined with other financing and assistance), must accomplish the following:
 - i. Enable the Project as proposed to be developed and operate in compliance with all HOME requirements, including the subsidy-layering requirement at 24 C.F.R. § 92.250. For more information, see [HUD CPD Notice 15-11: Requirements for the Development and Implementation of HOME Underwriting and Subsidy Layering Guidelines](#)
 - ii. For rental Projects, achieve a debt-service coverage ratio in accordance with 25 C.C.R. § 8310.

The current income and rent limits (at the time of application) must be used in these calculations. They are located on the Department's website at: <https://www.hcd.ca.gov/grants-and-funding/income-limits/state-and-federalincome-rent-and-loan-value-limits>. The current HOME Program maximum per-unit subsidy limits are also incorporated into the application forms required to be completed when responding to this NOFA.

FTHB and OOR activities are also subject to the HOME Homeownership Value Limits (at the time of application), also located on the same website.

A Project may receive only one HOME award as a result of this NOFA. This prohibits the combination of awards to a State Recipient, Developer, and/or CHDO on the same Project.

Pursuant to 24 C.F.R. § 92.250, before committing funds to a Project, the Department must evaluate the project in accordance with the UMRs and will not invest any HOME funds, in combination with other governmental assistance, than is necessary to provide affordable housing. HOME Projects may not receive more subsidy than what is required to make them financially feasible.

Program Activities Funding Limits

Maximum: \$1,000,000 (including general administrative costs and Project-related soft costs). Minimum: \$500,000. Applies to HOME-eligible Applicants for all program activities, subject to the following chart:

Table 5 – Program Activities Funding Limits Based on HOME Expenditure Rate* Achieved	
Aggregate Expenditure Rate for Applicant’s Recent Program Activities Contracts (16-HOME, 18-HOME, and 19-HOME)	Maximum Application Amount
75 percent or more	\$1,000,000
50 – 74.99 percent	\$700,000
0 – 49.99 percent	\$500,000

*See “Expended Funds” definition in this NOFA’s Section II (B) (1).

NOTE: Applicants that did not have any of these HOME Program activities contracts may apply for up to \$500,000

Successful Applicants (Awardees) will be evaluated quarterly to determine if their progress and rate of expenditure is reasonable. The Department may disencumber all or a portion of the grant if there is an unreasonably low rate of expenditure, as determined by the Department in its sole discretion.

H. Program Income and Recaptured Funds

Federal regulations at 24 C.F.R. § 92.503 require all Program Income (PI) and Recaptured Funds (RF) to be used in accordance with HOME regulations only for HOME-eligible activities, and PI funds on hand must be maintained in an interest-bearing account. Interest earned on those funds is considered PI. To avoid de-committing appropriated grant funds from a specific Project, HOME PI may be accumulated throughout the current reporting period (state fiscal year) but must be committed to a Project in the next state fiscal year. Approval from the Department is required prior to the use of all HOME PI and RF.

The PI received during the current reporting period, as well as PI anticipated to be received in the next state fiscal year, must be reported to the Department in accordance with HUD’s reporting requirements. Additionally, Applicants must identify how the funds will be used (name the project or program activity, and the intended beneficiary type) to ensure timely use of

PI funds. All PI must be reported in the HOME Annual Performance Report to the Department.

NOTE – New to this NOFA: The Department encourages Applicants to use HOME PI for their proposed project or program activity. Applicants may request approval to use HOME PI on hand through this NOFA by including the amount of PI for the proposed project or program activity in the Application Budget. HOME PI is not subject to the award limits as noted above (G. Activity Funding Amounts and Limits).

I. Periods of Affordability

All Projects that receive HOME funds are subject to federal affordability requirements at 24 C.F.R. § 92.252 and 24 C.F.R. § 92.254 for a specific number of years, as specified in the following two tables. This term is referred to in this NOFA as the “Federal Affordability Period” and includes all federal affordability requirements under 24 C.F.R. § 92.252 and 24 C.F.R. § 92.254.

All Projects that receive HOME funds are also subject to state affordability requirements at 25 C.C.R. § 8208 for a specific number of years, as specified in the table below. This term is referred to in this NOFA as the “State Affordability Period.” **Projects on Native American Lands as defined by 25 C.C.R. § 8208(y)(1) require a 50-year affordability period.**

The requirements of the “Federal Affordability Period” and the “State Affordability Period” run concurrently. For example, if a county Applicant proposes a new construction rental Project, the “Federal Affordability Period” for the Project will be 20 years. However, the Project will also be required to abide by the “State Affordability Period” for an additional 35 years, totaling 55 years.

Table 6 –Affordability Periods for Rental Housing		
Housing Activity	State Affordability Period	Federal Affordability Period
Rehabilitation or acquisition of existing housing; per-unit amount of HOME funds under \$15,000	Development on fee land – 55 years Development on Native American Lands [25 C.C.R. § 8208(y)(1)] – 50 years	5 years
Rehabilitation or acquisition of existing housing; per-unit amount of HOME funds \$15,000 - \$40,000		10 years
Rehabilitation or acquisition of existing housing; per-unit amount of HOME funds over \$40,000; or rehabilitation involving refinancing		15 years
New construction or acquisition of newly-constructed housing		20 years

Table 7 – Affordability Periods for Homebuyer Assistance	
Homebuyer Assistance HOME Amount Per-Unit	State and Federal Affordability Periods
Under \$15,000	5 years
\$15,000 - \$40,000	10 years
Over \$40,000	15 years

J. Forms of Assistance

HOME Loans

HOME assistance shall be in the form of deferred payment loans to be repaid at the maturity date of the Promissory Note to local HOME accounts controlled by eligible Applicants or the state's local HOME account, except for the uses of funds specifically defined under HOME grants below.

Loans provided to homebuyers must meet the requirements set forth in 25 C.C.R. § 8205(C)(1)(A), including, but not limited to, the following terms:

- Loans financed from the CHDO set-aside pursuant to 24 C.F.R. § 92.300(a)(1) shall comply with the financing provisions as required for the following activities:
 - Land acquisition for first-time homebuyer projects shall bear zero interest.
 - Loans to first-time homebuyers shall bear a simple interest rate of 3 percent per annum, computed from the date the Deed of Trust is recorded on the property. Interest and principal payments shall be deferred for the term of the loan. Commencing on the 11th anniversary of the recordation date, an amount equal to 10 percent of the accrued interest shall be forgiven each year, such that on the 20th anniversary of the recordation date, all interest will have been forgiven if the borrower is in compliance with the requirements stated in the Department's loan documents. HOME Grants

Pursuant to 25 C.C.R. § 8205(c)(2), HOME assistance must be provided in the form of a grant for relocation payments, lead-based paint hazard evaluation and reduction activities, and TBRA. HOME assistance may be provided in the form of a grant for rehabilitation activities performed under an OOR program, if necessary to complete the project when the total of all project indebtedness equals or exceeds the projected after rehabilitation appraised value. The grant amount for OOR activities is limited to 25 percent (25%) of the applicable HOME Program maximum per-unit subsidy limit for the Project. This amount is in addition to any grant funds currently permitted for relocation, lead-based paint remediation, and Project-related soft costs for the Project.

HOME assistance may be provided as a grant to eligible State Recipients to cover Project-related soft costs. Project-related soft costs are further detailed in this NOFA, 24 C.F.R. § 92.206(d), and [HUD CPD Notice 06-01: Admin and Soft Costs, Community Development Expenses under HOME and American Dream Downpayment Initiative](#), except that customary closing costs for home acquisition activities may be included as either a loan or part of the grant funding for Project-related soft costs.

NOTE: All Project-related soft costs associated with an OOR Project must be included in the 24 percent (24%) funding maximum available for Project-related soft costs and may not be passed along to the homeowner.

HOME funds for Project-related soft costs cannot be drawn down before HOME funds for activity costs are drawn down. If the activity is not completed, and a Project Completion Report for the full amount drawn down is not filed, all HOME funds for that Project, including Project-related soft costs, must be repaid to the Department.

Project-related expenses for NEPA environmental review, and architectural and engineering and other professional services incurred within the 24 months

prior to the Project Commitment of funds, may be reimbursed at the sole discretion of the Department after execution of the Standard Agreement. On a case-by-case basis, the Department may, in writing and in its sole discretion, permit reimbursement for other eligible expenses incurred after the date of the Award letter, and prior to the effective date of the Standard Agreement, upon the written request of the Applicant.

K. Administrative and CHDO Operating Funds

The following limits apply to the amount of administrative and CHDO operating funding that Applicants may receive. Project Developers shall not act as administrative subcontractors for the same HOME-funded project activity and are not eligible for Project administrative costs.

Pursuant to 24 C.F.R. § 92.208(a), CHDO operating funds may cover reasonable and necessary costs for the operation of the CHDO. Such costs include salaries, wages, and other employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment; materials; and supplies.

Project Activities

State Recipients eligible to receive administrative funds may request up to \$50,000 for administrative costs.

CHDOs may request up to \$75,000 in CHDO operating funding. This includes FTHB Projects.

Developers are not eligible to apply for administrative funds or Project-related soft costs.

All administrative costs must be reasonable, and Applicant must have detailed records to demonstrate costs are eligible for reimbursement.

Program Activities

All program activities Applicants may request up to 2.5 percent (2.5%) of the amount requested for administration, with the exception of TBRA activities. TBRA Applicants will be provided up to 10% for general administrative costs, based on actual costs incurred. CHDOs undertaking a FTHB program activity may receive CHDO Operating funds in lieu of administrative funds at the same 2.5 percent (2.5%) rate.

All administrative costs must be reasonable, and Applicant must have detailed records to demonstrate costs are eligible for reimbursement. Actual eligible expenses must be incurred to draw down these funds.

L. Project-Related Soft Costs

Project Activities

Eligible State Recipients of rental and homebuyer Projects may receive up to \$50,000 to pay for specific eligible Project-related soft costs, previously referred to by the Department as “Activity Delivery Costs” (ADCs). Funding for Project-related soft costs are provided in the form of a grant and not part of the Project loan amount.

For a description of the types of expenses which may be charged as Project-related soft costs see 24 C.F.R. § 92.206(d)(6), 92.206(f)(2) and [HUD CPD Notice 06-01: Admin and Soft Costs, Community Development Expenses under HOME and American Dream Downpayment Initiative.](#)

Examples of Project-related soft costs include, but are not limited to:

- Preparation of work write-ups, work specifications, and cost estimates or review of these items if an owner has had them independently prepared;
- Project underwriting;
- Construction inspections and oversight;
- Project document preparation;
- Costs associated with a Project-specific environmental review;
- Costs associated with informing tenants or homeowners about relocation rights or benefits;
- Costs to provide information services such as affirmative marketing and fair housing information to prospective homeowners and tenants as required by 24 C.F.R. § 92.351; and
- Staff and overhead costs, such as preparing work specifications, loan processing, inspections, and other services related to assisting potential owners, tenants, and homebuyers.

Project-related soft costs must be included in the development budget, regardless of whether the funding is a loan or grant. Developers and CHDOs are not eligible for Project-related soft costs.

Program Activities

Standard Agreements will automatically allow the use of up to the maximum amount of Project-related soft costs for each specific program activity. Funding draw requests for Project-related soft costs are made only on a reimbursement basis for actual costs incurred by a State Recipient as follows:

1. Up to 24 percent (24%) of the HOME loan/grant amount for OOR and for the rehabilitation component of acquisition with rehabilitation.

Project-related soft costs for owner-occupied rehabilitation projects may exceed the 24 percent (24%) limit if documentation of actual eligible costs is provided to the Department with the Project set-up. Documentation

must be of actual eligible costs; consultant billings, without documentation of underlying actual costs, are not adequate.

2. Up to 6.5 percent (6.5%) of the total acquisition cost for FTHB activities.
3. Up to 5 percent (5%) of the HOME TBRA payment, per household, for unit inspections and income determinations.

III. State and Federal Requirements

A. Property Standards and Physical/Capital Needs Assessments

Pursuant to 24 C.F.R. § 92.251, as applicable, and as may be amended by HUD, housing that is acquired, constructed or rehabilitated with HOME funds must meet all applicable local codes and standards at the time of Project Completion.

Projects involving rehabilitation must comply with the Department's [HOME/NHTF Multifamily Rehabilitation Standards](#). Pursuant to 25 C.C.R. § 8309(b) and 24 C.F.R. § 92.251(b)(1)(ix), the Department requires rental rehabilitation Project applications to submit a third-party physical/capital needs assessment and a Replacement Reserve Study (RRS) with a 20-year forecast.

Projects involving new construction must comply with the requirements of 25 C.C.R. § 8300 *et seq.* and 24 C.F.R. § 92.251(a), including, but not limited to, requirements related to accessibility, disaster mitigation, written cost estimates, construction contracts and documents, construction progress inspections, and broadband infrastructure.

B. Timeframes for Use of Funds

Awardees of HOME funds are subject to progress deadlines and expenditure deadlines that are defined in the federal regulations and specified in the Standard Agreement.

Project Activity Deadlines

Table 8 - HOME Project Activity Deadlines	
Project Commitment of HOME Funds (see Section I (E) of this NOFA for definition of Project Commitment)	Within 24 months from award date
All non-HOME funding sources committed to the Project	Within 24 months from award date
Construction Loan Closing	Within 12 months from Project Commitment execution date (in accordance with 24 C.F.R. § 92.2)
Project Completion and Expenditure Deadline	Within 4 years from Project Commitment of HOME funds

Program Activities Deadlines

Table 9 - HOME Program Activity Deadlines	
Project Commitment of HOME Funds (see Section I (E) of this NOFA for definition of Project Commitment)	Within approximately 90 days from Award Date
Expenditure Deadline	Within 3 years of Standard Agreement execution date

For project activities, if an Awardee fails to meet one or more of the deadlines outlined in the 25 C.C.R. § 8217(b) and described in this NOFA, a performance penalty will be imposed during the scoring on all future applicable HOME applications. It will also result in performance penalties being imposed on future HOME application(s) submitted by the Applicant, as well as application(s)

submitted by the Project's Developer, owner, and managing general partner within five (5) years of the award announcements of this NOFA.

All program activities funding must be expended by the deadlines established in the Standard Agreement. In addition to the final expenditure deadline, the Standard Agreement may also contain interim expenditure deadlines (e.g., 75% of funding must be expended by a specific date). Awardees must ensure that work is completed well in advance of this deadline to ensure funds are fully expended prior to the expenditure deadline.

Exceptions will be considered, at the sole discretion of the Department, if the Applicant provides clear and indisputable evidence that delays were beyond the reasonable control of the borrower and/or the Applicant, or the Department was responsible for the delay, and the Department has the flexibility to do so within federal regulations.

C. Match Requirements

Generally, HOME funds must be matched by nonfederal resources. HOME match requirements are waived for applications pursuant to this NOFA, however, the Department continues to track all match funds in project activities and program activities.

All eligible HOME match funding that Applicants obtain due to their activity's need for other funding shall continue to be reported in the Project Set-up and Completion Reports so that the Department can bank any additional match and continue to waive the match. Match sources include funding derived from below-market rate loans (even if these loans are not repaid to the HOME local account), state Low Income Housing Tax Credits, property tax waivers, bond financing, fee waivers, grants, and other sources. The Department will review all Project Set-up and Completion Report forms to ensure that all reportable match funding has been included. For a HOME match calculation tool, see the Department's HOME webpage under Resources. The HOME Contract Management Manual also contains additional information and resources on match, see <http://www.hcd.ca.gov/grants-funding/active-funding/home/cmm.shtml>.

D. Transition Reserve Policy

Projects must be in compliance with the Department's Pooled Transition Reserve Policy Administrative Memorandum dated January 3, 2023, (Administrative Notice Number 22-08) and amended on August 8, 2023, ([Administrative Notice Number 23-01](#)), that implements statutory changes made under Senate Bill 948 (Chapter 667, Statutes 2022) applicable to Health and Safety Code § 50468, as may be amended from time to time, and any other related Department Transition Reserve Policy administrative memoranda that the Department may adopt, as applicable.

E. Annual Monitoring Fees for Multifamily Projects

Pursuant to 24 C.F.R. § 92.214(b)(1)(i), the Department will charge fees to cover the cost of ongoing monitoring and physical inspection of HOME Projects during the state period of affordability. The state HOME Program will charge these fees as described below.

Developer and CHDO Projects

The Department charges an annual monitoring fee as follows:

Table 10 – Estimated 2025 Monitoring Fees	
Number of HOME Units	Annual Fee
12 or fewer	\$ 6,447
13 to 24	\$10,491
25 to 36	\$12,740
37 to 48	\$13,113
49 to 60	\$15,681
61 or more	\$18,358

To cover inflation, this annual monitoring fee is projected to increase annually at 3 percent (3%) following the Department's analysis of actual costs for monitoring. These annual monitoring fee amounts are subject to change before the formal commitment of HOME funds (Standard Agreement execution date). Financial assumptions in the HOME application shall be based on the rate that will be effective at the time of initial occupancy.

Annual monitoring fees are mandatory payments. The first payment shall be prorated based upon the total number of days after permanent closing within the first fiscal year of Project operation.

Lump sum payments for monitoring fees made from development funds are not allowed for HOME Projects. Payments must be made annually pursuant to the Regulatory Agreement.

State Recipient Projects

Pursuant to 24 C.F.R. § 92.214(b), State Recipients may also charge their borrowers annual monitoring fees to cover the actual ongoing costs to monitor and conduct physical inspections, as described below:

1. The monitoring fee charged may be less than, but not exceed, the amount charged for state CHDO and Developer Projects;
2. The monitoring fee shall be specifically stated in the State Recipient's loan documents with the borrower;
3. The monitoring fee shall be based on the State Recipient's analysis of actual costs for monitoring the Project and must be approved by the Department; and
4. Ten percent (10%) of the annual monitoring fee received for the Project by the State Recipient must be paid to the Department to cover the Department's monitoring costs. For more guidance on establishing a monitoring fee, see [HOMEfires Vol. 14, No. 2: Guidance on Establishing a HOME Monitoring Fee](#). Please note: HUD's requirements for calculating a monitoring fee differ from the state's UMR requirements.

Native American Entity Projects

Pursuant to this NOFA, the Department waives monitoring fees for Native American Entity Projects during the state period of affordability.

IV. Application Review

A. Minimum Application Requirements (Threshold)

Applications for HOME Projects are required to meet the minimum requirements outlined in this NOFA, 25 C.C.R. § 8200 *et seq.*, and 24 C.F.R. Part 92. Applications must meet the following minimum requirements at the time of application in order to move forward to the rating and ranking process:

1. The Applicant must submit a complete application in a format made available by the Department by the deadline specified in this NOFA and pursuant to 25 C.C.R. § 8211, and the application forms provided by the Department must not be altered or modified;
2. The Applicant is eligible to apply for funding, in accordance with any of the following:
 - 25 C.C.R. § 8204; or
 - Listed on Appendix A of the NOFA; or
 - Meets the definition of an eligible Applicant in this NOFA (State Recipient, CHDO, or Developer)

3. All other criteria and matters set forth within the NOFA shall also govern the Native American Entity target, unless and except to the extent expressly provided to the contrary by terms set forth within this NOFA;
4. The Applicant must propose at least one eligible activity pursuant to 25 C.C.R. § 8205 (other than administration);
5. The Applicant must propose an eligible use of funds pursuant to 25 C.C.R. § 8205 and 8210;
6. The Applicant must have no unresolved audit findings pursuant to 25 C.C.R. § 8204(a)(1)(D)(ii) and (2)(C)(i);
7. The Applicant must demonstrate its capacity for carrying out activities assisted with HOME funds. Awardees entering into a Standard Agreement with the Department must have capacity, cannot be shell entities, and cannot contract out for capacity (with limited exceptions for new CHDOs – see Eligible Applicants – CHDOs in the NOFA’s Section II);
8. Cities, counties, and local public housing authorities must provide documentation satisfactory to the Department that they comply with the submittal requirements of cost principles and audit requirements at 2 C.F.R. § 200.512. Any outstanding findings contained in the audit report may impact the ability of the Department to grant an award through this NOFA;
9. The Applicant and any member of its program or project team must not be on the list of debarred contractors at <https://www.sam.gov/SAM/> pursuant to 25 C.C.R. § 8204(a)(1)(D)(iii) and 8204(a)(2)(C)(ii);
10. The Applicant’s requested total amount of funds for both administrative activity-specific costs and Project-related soft costs does not exceed the limits identified in the NOFA;
11. CHDO applications must contain procedures for ensuring effective Project control pursuant to 24 C.F.R. § 92.300(a)(1) and 25 C.C.R. § 8204(a)(2)(D);
12. There is no pending or threatened litigation that could affect implementation of the proposed Project; and
13. When applying for project activities, the Applicant (not the ultimate borrower) must demonstrate documented site control of the Project at the time of application. Site control is subject to the HOME funding award as required by 25 C.C.R. § 8212(a)(6)(B), 25 C.C.R. § 8303, and 24 C.F.R. Part 92, including but not limited to, demonstrating site control by one of the following:
 - Fee title, which, for tribal trust land, may be evidenced by a title status report (TSR) or an attorney’s opinion regarding chain of title and current title status;
 - A leasehold interest on the Project property with provisions that enable the lessee to make improvements on and encumber the

property, provided that the terms and conditions of any proposed lease shall permit, prior to loan closing, compliance with all Program requirements, including compliance with 25 C.C.R. § 8316;

- An option to purchase is obtained, conditioned on the responsible entity's determination to proceed with, modify, or cancel the Project based on the results of a subsequent environmental review, and the receipt of an Authority to Use Grants Funds ("AUGF") from the Department for State Recipient Projects and from HUD for Developer and CHDO Projects. The cost to secure the site control document can be only a nominal portion of the purchase price;
- A Purchase Agreement, Disposition and Development Agreement (DDA), Option to Lease, or Exclusive Right to Negotiate is obtained, but this agreement cannot be conditioned on NEPA/California Environmental Quality Act (CEQA) clearance or any other federal requirement; or
- A conditional purchase contract may be used for an existing single-family home (1 to 4 units) or an existing multifamily residential Project in some limited circumstances, even when federal funds have already been contemplated.

NOTE: For more details on required and prohibited provisions of agreements consistent with NEPA, see [HUD CPD Notice 98-01: Layering Guidance for HOME Participating Jurisdictions When Combining HOME Funds with Other Governmental Subsidies](#); [HUD CPD Notice 15-09: Requirements for Committing HOME Funds](#); and [HUD Memo: Guidance on Operations and Conditional Contracts for Purchase of Real Property for Environmental Reviews Conducted by a Responsible Entity under 24 C.F.R. Part 58](#).

General HUD rules state that Purchase Agreements are acceptable if federal funds are not contemplated. Applicants are cautioned to make sure that the Purchase Agreement or DDA is open-ended or is of sufficient duration that it does not need to be extended after the HOME application is submitted.

HUD has ruled that if a Purchase Agreement/DDA expires after the HOME application is submitted, and before the AUGF is executed, the execution of an extension would be a Choice-Limiting Action (renewal prior to expiration is acceptable). The application also should ensure the Purchase Agreement/DDA has other contingencies, such as a permanent financing contingency, so that the seller cannot legally compel an individual to purchase the site prior to receiving the AUGF.

For more information on conditional purchase contracts, see [HUD Memo: Guidance on Operations and Conditional Contracts for Purchase of Real Property for Environmental Reviews Conducted by a Responsible Entity under 24 C.F.R. Part 58](#).

B. Scoring and Ranking

After meeting the threshold requirements, applications will be scored as follows. The Department will score, rank, and fund applications based on a review of eligible activities for which funds are requested. Each application must be submitted using Department forms and contain all information required pursuant to 25 C.C.R. § 8211(c)(d). Scoring for Projects is subject to the appeal process described in Section IV (E) of this NOFA. Each project activity or combination of program activities will be evaluated and ranked separately.

In the case of a tie score, the application demonstrating the highest jurisdictional poverty level will be funded first. If CHDOs and/or Developers are applying from the same jurisdictional area, the Project with lower average rents (expressed as a percentage of area median income) will be funded first.

Applications will be funded in descending order based on points earned. Applications that qualify for CHDO, FTHB Project, and Rural targets will be funded first, based on their scores as necessary to meet the minimum set-asides and funding targets.

Once the set-asides and targets have been achieved, remaining applications will be funded within their respective allocations pursuant to 25 C.C.R. § 8212.1, based on scores relative to all other applications, with the highest-scoring applications funded first.

All scoring factors and evaluation requirements are listed in Appendix D and any applicable Supplemental Applications.

C. Rental Project Scoring and Notification

Once rental Project application scoring is complete, the Department will email the authorized representative and contact person listed in the application describing the scores and facts upon which those scores were determined.

D. Project Activity Feasibility Review

In accordance with 25 C.C.R. § 8212(a)(6), 25 C.C.R. § 8310, and 24 C.F.R. § 92.250(b), the Department will perform underwriting analysis to substantiate the Project is financially feasible for at least 20 years, as well as cost allocation and subsidy layering analyses to determine the appropriate amount of the HOME award.

When making its feasibility determinations, the Department will:

- Examine all the sources and uses of funds for the Project (including any operating cost assistance, operating cost assistance reserve, or project-based rental assistance that will be provided to the Project); and
- Assess the current market demand in the neighborhood the Project will be located, the experience of the Applicant team, the amount and quality of

the Applicant team's employees, the financial capacity of the Applicant team, and firm written financial commitments for the Project.

To determine the Project's feasibility and sustainability, the Department will review the Project Sources and Uses Form. When completing the application form, Applicants should be sure to include all known and potential Project costs, including, but not limited to, the following:

- Site development costs
- Local development costs
- Local government approvals
- Project market study
- Elevation above a floodplain
- Relocation
- Environmental remediation
- Mitigation of environmental conditions and hazards
- Any other factors that may impact the Project costs and/or schedule

If an Applicant proposes to develop site(s) formerly used for agricultural, industrial, manufacturing, or commercial purposes, or the site is situated on, adjacent to or near rail yards, airports, dumpsites, or other potentially contaminated properties, whether abandoned or operating, the Department may require Phase II environmental site assessment, or other soil assessment or testing. If an Applicant proposes to develop site(s) within a 100-year floodplain, the Department requires a HUD 8-step Floodplain Analysis. If not submitted with the application, these reports will be required after award as part of the NEPA process.

If the Applicant has any indication that these conditions may exist, the Department highly recommends that Applicants complete an assessment, soil sampling, or other appropriate testing methodology, prior to submitting the application. The results should be submitted as part of the application documentation, and any additional costs the Project may incur must be included in the Project budget and Sources and Uses Form.

Failure to include these items can increase the Project costs such that the Project is unfeasible, resulting in being noncompetitive for an award. For this reason, it is incumbent upon the Applicant to present verifiable and documented information in the application to prevent any unknown or uncertain Project costs.

E. Appeals

1. Basis of Appeals

- a. Applicants may appeal the Department's written determination that an application is incomplete, has failed threshold review, or has otherwise been

determined to provide an insufficient basis for an award (including point scoring and tie breaker).

- b. At the sole discretion of the Department, the Department's written determination may include a request for clarifying and/or corrective information. For purposes of this section, "clarifying information" includes information and/or documentation that resolves ambiguities in any application materials that will inform the Department's threshold, scoring and feasibility determinations.
- c. Applicants do not have the right to appeal a decision of the Department relating to another Applicant's application (e.g., eligibility, award).
- d. Any request to appeal the Department's decision regarding an application shall be reviewed for compliance with this NOFA. All decisions rendered shall be made by the Branch Chief or his/her designee. The decision shall be final, binding, and conclusive, and shall constitute the final action of the Department.
- e. The appeal process provided herein applies solely to decisions of the Department made pursuant to this NOFA.

2. Appeal Process and Deadlines

- a. Process: To file an appeal, Applicants must submit to the Department, by the deadline set forth below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be considered if this information would result in a competitive advantage to an Applicant. Once the appeal is submitted to the Department, no further information and/or materials may be accepted or considered. Appeals are to be submitted to the Department at HOMENOFA@hcd.ca.gov according to the deadline set forth in the Department review letters.
- b. Filing Deadline: Appeals must be received by the Department no later than five (5) business days from the date of the Department's threshold review or initial score letters, as applicable, representing the Department's decision made in response to the application.

V. Award Announcements and Contracts

A. Award Announcements

Subject to the availability of funds, the Department intends to send award letters as reviewed and approved for Native American Entity HOME Project Activity applications, by December 2025 for non-NAE HOME Project Activity applications. The Department intends to send award letters as reviewed and

approved for all HOME Program Activities applications, within 60 days of the receipt of a complete application.

Updates on planned awards and contract status will be provided through the Department's Listserv system. To be added to this list, go to <https://www.hcd.ca.gov/contact-us/email-signup>, scroll down, and select Federal Programs.

B. Contracts

Awardee(s) must enter into a Standard Agreement with the Department. The Standard Agreement contains all the relevant state and federal requirements, as well as specific information about the award and the work to be performed. The Standard Agreement includes deadlines that are consistent with state and federal HOME regulations.

Failure to meet these deadlines is considered a material breach of the Standard Agreement.

NOTE: The Standard Agreement may be delayed if the Awardee does not timely provide the Department with all required entity resolutions and other entity documentation (e.g., bylaws, articles of incorporation, 501(c)(3) certification, certificate of good standing, limited partnership agreement), in form and content acceptable to the Department in its sole discretion, which evidences that the Awardee has the legal authority to contract with the Department.

The Standard Agreement must be executed by the Awardee(s) within 90 days of receipt. Failure to execute and return the Standard Agreement(s) to the Department within 90 days may result in award cancellation. The Awardee(s) must remain a party to the Standard Agreement for the full term of the Standard Agreement; removal of the Awardee(s) is prohibited unless the Department provides approval in advance.

Native American Entity Awardees must provide the Department with risk mitigation provision(s) in the Department's Standard Agreement, and all other Department loan and/or grant transaction documents, including but not limited to, a lease rider and a Declaration of Restrictive Covenant (or Regulatory Agreement). The Native American Entity may accomplish the purpose of the risk mitigation provisions by executing and referencing a separate instrument that the Native American Entity would agree to resolve any disputes under the contract through risk mitigation provisions. The risk mitigation provisions are an alternative to "limited waiver of sovereign immunity," and they may operate like a limited waiver of sovereign immunity provided the necessary language is included in the Department's Standard Agreement and all other Department loan and/or grant transaction documents. The risk mitigation provisions also provide the Department with an opportunity to resolve and enforce any of the terms and conditions of the Standard Agreement and the Department's loan and/or grant transaction documents through an informal process and/or in Tribal, State, or Federal Court.

In the Department's Standard Agreement and loan and/or grant transaction documents, the Department may require the following risk mitigation remedies that include, but are not limited to: adding an arbitration (dispute resolution) provision, whereas the Native American Entity would agree to resolve any disputes through an arbitration process;

- i. Restructuring the draw-down of funds with conditions that must be met for each disbursement (e.g., satisfaction of specific performance milestones; or receipts for eligible expenses);
- ii. Requiring Native American Entities to provide insurance with the Department as a named beneficiary to cover the risks attendant to an unenforceable agreement and/or use restriction;
- iii. Receiving technical assistance throughout the program/project lifecycle. The Department aims to provide technical assistance to Native American Entity applicants in the earlier stages of the award process to ensure that they are clearly informed of program requirements. Examples include, but are not limited to:
 - Calculating rent and assistance amounts;
 - Compliance with applicable fair housing laws; and
 - Compliance with tenant screening and selection requirements
- iv. Incurring negative points or disqualification from future Departmental funds for violating fundamental program requirements such as affordability term, levels, occupancy, and habitability standards; and
- v. Requiring a robust capacity assessment as an essential part of the application review, demonstrating the Recipient has sufficient prior experience, or a partner/contractor with experience, to be successful managing the Project.

VI. Federal and State Overlays

All activities funded with HOME funds and/or HOME PI are required to comply, where applicable, with HUD's federal "overlay" requirements found in 24 C.F.R. § 92.350, *et seq.* of the HOME Final Rule.

Failure to comply with state or federal overlays could result in significant Project cost increases, rejection of the HOME application, and/or loss of points in current or future HOME funding rounds. Projects must comply with all applicable state and federal laws, including, but not limited to:

- a. National Environmental Policy Act (NEPA);
- b. California Environmental Quality Act (CEQA);
- c. State and federal (Davis-Bacon) prevailing wage;
- d. URA Acquisition and Relocation;

- e. Equal Opportunity and Fair Housing;
- f. Affirmative Marketing;
- g. Section 504 of the Rehabilitation Act of 1973;
- h. Fair Housing Act (including accessibility and design requirements);
- i. Americans with Disabilities Act, where applicable;
- j. Section 3 (employment of low-income persons);
- k. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200;
- l. Build America, Buy America Act; and
- m. Tenant protections and selection practices pursuant to 24 C.F.R. § 92.253.

National Environmental Policy Act (NEPA) & HUD Environmental Review Requirements (contained in 42 U.S.C. §§ 4321-4347 and the implementing regulations at 24 C.F.R. Part 58)

After Applicant has submitted the HOME application to the Department, and before the NEPA Authority to Use Grant Funds (AUGF) has been issued, the Applicant and any participant in the development process must not engage in any Choice-Limiting Actions as defined in this NOFA and at 24 C.F.R. 58.22. All Choice-Limiting Actions on the site or on behalf of the project by anyone after the HOME application has been submitted to the Department and before the AUGF is issued will disqualify an Applicant's Project from receiving any HCD federal funds – not only for this HOME NOFA round, but future NOFA rounds.

Thus, Applicants must take great caution before proceeding with project activities.

NOTE: Pursuant to HUD's NEPA regulations, certain activities are not considered Choice-Limiting Actions regardless of when they are carried out. These activities include, but are not limited to, such things as: environmental and other studies; resource identification and development of plans and strategies; submitting funding applications, inspections and testing for hazards or defects; purchase of insurance; payment of principal and interest on loans made or obligations guaranteed by HUD; and assistance for improvements that do not alter environmental conditions and are necessary to address the effects from disasters or imminent threats to public safety. For more information on activities not considered Choice-Limiting Actions, see 24 C.F.R. § 58.22.

For all new construction Projects and substantial rehabilitation Projects, compliance with NEPA is evidenced by an AUGF. HUD issues the AUGF for CHDO and Developer Projects, and the Department issues the AUGF for State Recipient Projects. For rehabilitation Projects not requiring an AUGF, state approval of the environmental documentation is still required prior to taking any Choice-Limiting Actions. For a thorough explanation of the NEPA process, see

the Department's Environmental Review webpage at <https://www.hcd.ca.gov/grants-and-funding/environmental-review>.

The Department encourages commencement of the NEPA Environmental Assessment (EA) process as soon as possible, but no later than receipt of the Award letter. For rental Projects, Project reports often require additional analysis of environmental impacts.

Submit general questions regarding Choice-Limiting Actions, or the level of environmental assessment required of the Project, to NEPA@hcd.ca.gov prior to taking any action concerning the proposed HOME Project.

The application must disclose all known environmental hazards, and, if awarded, the Department must be fully informed of all environmental issues. Failure to do so will be considered a material misrepresentation and result in a performance point penalty for all members of the development team for future HOME applications with the Department.

NOTE: The Department is unable to give legal advice regarding a specific Project or program. If an Applicant has specific questions regarding a Choice-Limiting Action, or environmental laws that may affect the Project or program, the Department recommends that the Applicant consult with a legal advisor or professional consultant prior to taking any action on the Project. Applicants understand and agree that they are solely responsible for their decisions with respect to Choice-Limiting Actions, or potentially Choice-Limiting Actions, and the Department shall have no liability therefor.

California Environmental Quality Act

By execution of this Agreement, the Applicant is also subject to the provisions of the California Environmental Quality Act (CEQA). Applicant assumes responsibility to fully comply with CEQA's requirements regarding the work performed.

For Projects located on Native American Lands as defined by 25 C.C.R. § 8201(y)(1), the Department will be the lead agency and will prepare any exemption documentation for all other Projects subject to CEQA.

Federal Prevailing Wage Requirements (Davis-Bacon)

Federal prevailing wages must be paid on Projects involving site development, construction, and/or rehabilitation with 12 or more HOME-assisted units.

The HOME Applicant and the construction contractor must ensure that the Davis-Bacon wage requirements as well as state prevailing wage laws are followed, where applicable. The Sources and Uses Form submitted with the HOME application will be examined to ensure that prevailing wage costs have been considered (state and federal, if applicable). CHDOs are required to hire an outside consultant to act as a Labor Standards Coordinator. If the HOME

Applicant does not have existing staff to monitor federal labor standards, hiring an outside labor consultant is highly recommended.

For Projects located on Native American Lands as defined by 25 C.C.R. § 8201(y)(1) and if the HOME Applicant has adopted a Tribally Determined Wage (TDW) in accordance with Tribal law, the HOME Applicant may apply its TDW in lieu of Davis-Bacon and the California prevailing wage law.

Homebuyer Self-Help Projects with 12 or more HOME-assisted units may be excluded from Davis-Bacon wage requirements if either of the following applies:

- a. Site development was completed before the HOME application, the use of HOME funds was not contemplated when the site development was completed, and there are no agreements or contracts for more than 11 HOME units. If the use of HOME was contemplated before the site development was completed, Davis-Bacon wages must be paid on the entire Project; or
- b. If the Self-Help families purchase finished lots and contract individually with the General Contractor for construction of their homes, and there are no other construction contracts or subcontracts that cover more than one unit.

Displacement, Relocation, and Acquisition Requirements

Relocation assistance must be provided if individuals and/or businesses will be temporarily relocated or permanently displaced as a result of a HOME-assisted Project. All Projects are required to comply, where applicable, with the Uniform Relocation Assistance and Real Property Acquisition Act (URA) and the Displacement, Relocation, and Acquisition requirements pursuant to 24 C.F.R. § 92.353. Specifically, federal relocation requirements extend back to the “initiation of negotiations” (ION). For more information on federal displacement, relocation, and acquisition requirements, see [HUD’s CPD Handbook 1378.0](#).

Submit questions regarding ION determinations to HOMENOFA@hcd.ca.gov. This recommendation applies to all rental and FTHB Projects involving any relocation activities. An accurate determination is critical because relocation costs may be higher if an earlier ION date is necessary. Applications for tenant occupied properties must have already provided the General Information Notice (GIN) to all tenants by the date of the ION.

The Sources and Uses form submitted with the application must adequately budget for relocation costs. Consistent with federal relocation requirements prohibiting economic displacement, if rents for existing tenants will increase, a transition reserve must be budgeted to maintain rents for existing tenants at the higher of 30 percent (30%) of their income at ION or the rent at the time of ION, not including regular increases in expenses, for as long as they live in the Project.

Homebuyer 90-Day Vacancy Rule: Relocation requirements will also be triggered if a FTHB proposes to purchase a home that has been occupied by a renter in the 90 days preceding the date of the purchase agreement. Exceptions to this rule can be made by the Department on a case-by-case basis with adequate third-party documentation that the tenant moved for reasons unrelated to the sale of the property, such as the tenant moving for another job.

Normally, relocation will not be triggered for OOR or TBRA programs. However, temporary relocation costs are an eligible HOME grant expense.

A relocation certification is required for all Projects including vacant site(s). Applicants that assert their Project does not require relocation must submit a detailed explanation, including supporting documentation, as to why relocation (of tenants, farms, businesses, etc.) is not required. The Department will review the documentation to determine whether a relocation plan is necessary.

Relocation considerations include:

- Vacant land, which is land that is not developed or being used for agricultural purposes;
- Property vacated for the Project, then relocation applies; and
- Tenants include anyone who is living or storing their belongings on the property with the owner's consent, whether or not the "tenant" pays rent. Squatters are not tenants.

If relocation is not required, the Department will issue a *Certification Regarding Non-application of Relocation Benefits and Indemnification Agreement* ("Non-Relocation Certification"). This Non-Relocation Certification must be executed by the Applicant/borrower/sponsor prior to the Department executing the Standard Agreement, and as a condition thereof. The Non-Relocation Certification substantiates and certifies that there is no displacement including, but not limited to, the displacement or temporary relocation of tenants, businesses, and farms; therefore, no relocation is required. Submission of thorough and clear supporting information will lead to a more efficient review and decision.

The following are examples of supporting documentation for the Non-Relocation Certification:

- Background information
- Project information
- Reports from professionals, such as appraisal or soils report
- Purchase information
- Mini relocation plan with pictures of the vacant land
- Summary relocation report
- Scope of Work from the general contractor

- Letter from the Project engineer stating the scope of work
- Sales contract evidencing the purchase of vacant land
- ALTA survey of (purchased) vacant land
- Property tax assessment for vacant land
- Photographic evidence of vacant land

Pursuant to 24 C.F.R. § 92.353(g) regarding “Displacement, Relocation and Acquisition: Appeals,” a person who disagrees with the participating jurisdiction's determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the jurisdiction. A low-income person who is dissatisfied with the jurisdiction's determination on his or her appeal may submit a written request for review of that determination to the HUD Field Office.

Projects located on Native American Lands, as defined in 25 C.C.R. § 8201(y)(1), may also be subject to the Native American Housing Assistance and Self Determination Act of 1996 (NAHASDA) relocation requirements pursuant to 24 C.F.R. § 1000.14.

Procurement Requirements for State Recipients Using Administrative Subcontractors

State Recipients using administrative subcontractors paid with HOME Funds must follow, where applicable, a competitive Request for Qualifications (RFQ) or Request for Proposals (RFP) procurement process to select the administrative subcontractor. For information on this procurement process, see the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200.

Projects located on Native American Lands, as defined in 25 C.C.R. § 8201(y)(1), may also be subject to NAHASDA procurement requirements pursuant to 24 C.F.R. § 1000.26.

Continuing Compliance Responsibilities

The Awardee must collect and report data upon execution of the Regulatory Agreement until the final Project Completion Report is accepted in the federal disbursement and information system. Annual performance reports must be submitted to the Department during the entire affordability period pertaining to the outcomes of the program, pursuant to the Regulatory Agreement provisions.

Local government Applicants must comply with the requirements of 2 C.F.R. Part 200.

Applicants/Awardees are responsible for disclosing all changes to the Project after submitting the application. Such changes could include, but are not limited to, development team member changes, increased or decreased costs, intent to

apply for additional funds, changed Project description, environmental issues, and/or Project timeline changes.

Questions regarding compliance with the submittal requirements can be directed to HOMENOFA@hcd.ca.gov.

Violence Against Women Act Requirements

Assurance of Compliance with the “Violence Against Women Reauthorization Act of 2022” (VAWA) (S.3623 - 117th Congress (2021-2022)) (as amended or reauthorized) Title VI - Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Sec. 601-603. See also 81 FR 80803, Nov 16, 2016.

VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home they can feel safe in. VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements. VAWA now expands housing protections to HUD programs beyond HUD’s public housing program and HUD’s tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking. During the performance of this Agreement, the HOME Recipient shall ensure that all requirements of VAWA are complied with, including but not limited to:

- 1) Domestic Violence survivors are not denied assistance as an Applicant, or evicted or have assistance terminated as a tenant, because the Applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.
- 2) It will implement an ‘emergency transfer plan’, which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.
- 3) It will provide “Protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the Applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.”
- 4) It will implement a ‘Low-barrier certification process’ where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

Fair Housing and Tenants' Rights Protections

The Applicant/Awardee must comply with all applicable local, state, and federal laws, constitutions, codes, standards, rules, guidelines, and regulations, including, without limitation, those that pertain to accessibility, construction, health and safety, labor, fair housing, fair employment practices, affirmative marketing and outreach practices, nondiscrimination, and equal opportunity, where applicable.

To the furthest extent applicable and subject to federal preemption, the Applicant/Awardee must comply with all relevant laws, including, without limitation, the California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.); the Unruh Civil Rights Act (Civ. Code, § 51); Government Code § 11135 (the prohibition of discrimination in state-funded programs); Government Code § 8899.50 (the duty to affirmatively further fair housing); California's Housing Element Law (Gov. Code, § 65583 et seq.); California Code of Regulations, Title 2, §§12264 – 12271 (legally permissible consideration of criminal history information in housing); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); the ADA of 1990 (42 U.S.C. § 12101 et seq.); the Fair Housing Act (FHA) and amendments (42 U.S.C. § 3601 et seq.); the Fair Housing Amendments Act of 1988; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Architectural Barriers Act of 1968 (42 U.S.C. § 4151 et seq.); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 – 6107); and all federal and state regulations implementing these laws.

Federal Section 3 Rule

In 2020, HUD published a final rule ([24 C.F.R. Part 75](#)) (“Section 3”), which outlines requirements for creating economic opportunities for low and very low income persons and eligible businesses. Section 3 requires recipients of certain HUD financial assistance (which includes HOME funds) to provide, to the greatest extent possible, job training and employment opportunities to low- and/or very low-income residents in connection with HOME Projects and activities in their neighborhoods.

Build America, Buy America Act (BABA)

On November 15, 2021, the Build America, Buy America Act (BABA) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA) ([Pub. L. 11758](#)). BABA requires that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects are produced in the United States, unless otherwise exempt or subject to an approved waiver. This requirement is known as the “Buy America Preference (BAP)” and the specific requirements are codified in [2 C.F.R. Part 184](#).

NOTE: For the purposes of BABA, housing is considered “infrastructure.”

Starting August 23, 2024, BABA applies to new awards of HOME funding.

The following language must be included in all contracts and agreements with Subrecipients, contractors, Developers and subgrantees, and in any procurement bid/contract documents to ensure BABA compliance by subgrantees, Developers and/or contractors:

The parties to this contract must comply with the requirements of the Build America, Buy America (BABA) Act, [41 U.S.C. 8301](#) note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Financial Report 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.*

*The term "infrastructure project," in this context, is defined in [2 C.F.R. § 184.3](#) and means any activity related to the construction, alteration, maintenance, or repair of infrastructure (including buildings and housing) in the United States regardless of whether infrastructure is the primary purpose of the Project.

[2 C.F.R. Part 184](#) and HUD's [Notice CPD-23-12: CPD Implementation Guidance for the Build America, Buy America Act's Domestic Content Procurement Preference as Part of the Infrastructure Investment and Jobs Act - HUD Exchange](#) provides further guidance on the implementation of BABA. Additional details on fulfilling the BABA requirements can be found on HUD's website [Build America, Buy America Act - HUD Exchange](#).

VII. Other Terms and Conditions

A. Right to Modify or Suspend

The Department reserves the right, at its sole discretion, to suspend, rescind, amend, modify, or supplement the provisions of this NOFA at any time, including without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties via a Listserv notice and will post the revisions to the Department website. Be sure to sign up for our Listserv at <https://www.hcd.ca.gov/contact-us/email-signup> by choosing "Federal Programs."

This NOFA is not a commitment of funds to any activity or Applicant.

B. Incompatible Funding

It is the duty and responsibility of each Applicant to review the provisions, requirements, and limitations of all funding sources applied for and obtained for a particular project, program, or activity in order to ensure that each and every requirement of those funding sources is compatible with all program requirements and restrictions. Incompatibility of funding sources will result in the denial or cancellation of an award or may result in the placement of conditions or

limitations on an award, all as determined by the Department in its sole and absolute discretion.

C. Conflicts

In the event of any conflict between the terms of this NOFA and either applicable state or federal law or regulation, the terms of the applicable state or federal law or regulation (whichever is stricter) shall control. Applicants are deemed to have fully read and understand all applicable state and federal laws, regulations, and guidelines pertaining to the HOME Program, and understand and agree that the Department shall not be responsible for any errors or omissions in the preparation of this NOFA.

D. False, Fictitious or Fraudulent Claims

Warning: Any person who knowingly makes a false claim or statement to HUD or the Department in connection with this HOME NOFA may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

E. Detecting, Preventing, and Reporting Fraud

Fraud is a white-collar crime that has a devastating effect on the HOME Program because the HOME Program beneficiaries are victims of this crime when the HOME Program is abused. The Department is committed to preventing and stopping any criminal assault on the HOME Program it administers, and in doing so ensure all HOME funds go to people it was designed to help and improve their living conditions.

F. Combating Fraud

The HUD Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations.

HUD cannot combat fraud alone; they rely on the Department and HOME NOFA Applicants to combat HOME Program fraud.

HUD also relies on Applicants for, and people receiving, HUD benefits, such as: tenants receiving rental assistance, borrowers with HUD insured loans, and/or citizens having their communities restored using HUD grants.

The HUD OIG Hotline number is **1-800-347-3735**. This is the primary means to submit allegations of fraud, waste, abuse, mismanagement, or Whistleblower related matters for the HOME Program to the OIG.

HUD OIG accepts reports of fraud, waste, abuse, or mismanagement in the HOME Program from HUD employees, anyone administering the HOME Program, anyone working in the HOME Program, contractors, and the public.

Complaints can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants.

Fraud, waste and abuse in the HOME Program and its operation may be reported in one of the following four (4) ways:

By email to: hotline@hudoig.gov

By phone: Call toll free: 1-800-347-3735 By fax: 202-708-4829

By mail: U.S. Department of Housing & Urban Development **HUD**

OIG, Office of Investigation, Room 1200 Field Office

One Sansome Street, San Francisco, CA 94104

HUD OIG, Office of Investigation Suite 4070

Regional Office

300 North Los Angeles Street, Los Angeles, CA 90012

G. Whistleblower Protection Acts

(Federal Whistleblower Protection Act (5 U.S.C Section 2302(b)(8))

The Federal Whistleblower Protection Act (WPA) protects employees from retaliation for making protected disclosures. The WPA also provides penalties for supervisors who retaliate against Whistleblowers.

1. A disclosure is protected under the WPA if the employee discloses information the employee reasonably believes to be evidence of:
 - a. a violation of any law, rule, or regulation,
 - b. gross mismanagement,
 - c. a gross waste of funds,
 - d. an abuse of authority, or
 - e. a substantial and specific danger to public health or safety.
2. In general, an employee or Applicant may make a protected disclosure to anyone, including non-governmental audiences, unless the information is classified or specifically prohibited by law from release. Options for making a protected disclosure include:
 - a. Informing a supervisor or someone higher up in management,
 - b. Submitting a complaint to the OIG by emailing the OIG at oig@ftc.gov,
 - c. Filing a complaint with the Office of Special Counsel (OSC) <https://www.osc.gov/>.

The California Whistleblower Protection Act (Title 2, Division 1, Chapter 6.5, Article 3.5, Gov. Code §§ 8548-8548.5)

The California Whistleblower Protection Act authorizes the California State Auditor to receive complaints from state employees and members of the public who wish to report an improper governmental activity. An "improper governmental activity" is any action by a state agency or any action by a state employee directly related to state government that:

1. Violates any state or federal law or regulation,
2. Violates an Executive Order of the Governor, a California Rule of Court, or any policy or procedure required by the State Administrative Manual or State Contracting Manual, or
3. Is economically wasteful or involves gross misconduct, incompetency, or inefficiency. Complaints received by the State Auditor are confidential, and the identity of the complainant may not be revealed without the complainant's permission, aside from an appropriate law enforcement agency conducting a criminal investigation.

There are many ways to file a complaint:

1. By Telephone

Call the Whistleblower Hotline at (800) 952-5665 to file a complaint by talking to one of the State Auditor's employees. The hotline generally is staffed Monday through Friday from 8:00 A.M. to 5:00 P.M. If when called, the hotline is not being staffed, or staff is occupied with other calls, a voicemail message can be left requesting a return call.

2. By Mail or Facsimile

To file a complaint in writing, submit a letter to the State Auditor addressed as follows:

Investigations California State Auditor

P.O. Box 1019

Sacramento, CA 95812

Or the letter may be faxed to the State Auditor at (916) 322-2603.

As an alternative, a complaint form may be accessed electronically (which is available on the State Auditor website at auditor.ca.gov). To submit, print it out, and return it by mail or facsimile as stated above.

3. Online

Although the State Auditor does not accept complaints by email, complaints may be submitted online at <https://www.auditor.ca.gov/whistleblower/>.

The State Auditor will not undertake an investigation unless there is a basis for believing that a complaint has sufficient merit to warrant spending resources on an investigation. A complaint should therefore include:

- a. A clear and concise statement of what is being alleged to be improper activity and why it is believed to be improper.
- b. The name or other information that clearly identifies the person alleged to have acted improperly and the department where that person works.
- c. The names and contact information for any witnesses who can confirm the truth of the complaint.
- d. Copies of any documents that will support the complaint. (Do not submit original documents, as they cannot be returned.)

H. Cancellation and Defaults

If HCD is required to repay HUD for HOME funds invested in affordable housing because the Project failed to meet the required minimum period of affordability (pursuant to 24 C.F.R. § 92.252(e)), then the Applicant/Developer/Contractor must repay the same amount back to the Department upon demand.

Terminated Projects: If a HOME Project is terminated pursuant to 24 C.F.R. § 92.205 and the Department must repay any HOME funds invested in the Project to the Department's HOME Investment Trust Fund in accordance with 24 C.F.R. § 92.503(b), then Applicant/Sponsor/Developer/Borrower must repay that money back to the Department, so the Department is made whole.

I. Loan Closing Requirements

Sponsor must submit all Department Closing Checklist items well in advance of the anticipated construction loan closing, occupancy, and permanent loan closing dates.

Sponsors and Borrowers should allow at minimum 60 days after they have submitted to the Department the (i) final due diligence documents; and (ii) final signed transaction summary report for a loan to close. With the Department's current workload, the Department strongly recommends Sponsors and Borrower allow at minimum 90 days after submitting the final signed transaction summary for a HOME loan to close.

Failure by Sponsors and Borrowers to timely submit (i) the required due diligence documentation; and (ii) the final signed transaction summary will result in an unnecessary delay to the date when the Department loan will be able to close and may result in extra costs to Borrower. Sponsors and Borrowers are responsible to plan accordingly to ensure a timely closing.

VIII. List of Appendices

Appendix A: Eligible State HOME Jurisdictions

Appendix B: CHDO Certification Instructions

Appendix C: Community Needs Score

Appendix D: Scoring Factors



City of Grass Valley City Council Agenda Action Sheet

Title: Wastewater Treatment Plant Boiler Replacement Project - Reject Protest and Award Contract

CEQA: Categorically Exempt - Section 15301

Recommendation: That Council 1) consider the merits of a bid protest from ACCO Engineered Systems; and 2) adopt Resolution Number 2026-21 rejecting the bid protest from ACCO Engineered Systems; a) awarding a contract for the Wastewater Treatment Plant Boiler Replacement Project to TNT Industrial Contractors, Inc., in the amount of \$474,551.00; b) authorizing the Interim City Manager to execute the construction contract, subject to legal review and, c) authorizing the City Engineer to approve construction change orders for up to 10% of the contract amount.

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

Council Meeting Date: May 26, 2026

Date Prepared: May 20, 2026

Agenda: Consent

Background Information: The Wastewater Treatment Plant Boiler Replacement Project involves the purchase of a new sludge heater/boiler, demolition and removal of existing equipment and installation of the new boiler equipment, plumbing, electrical wiring and controls at the City's Wastewater Treatment Plant.

Bids were opened on April 28, 2026, and three bids were received. A bid summary is attached. Staff reviewed the low bid of \$474,551.00 submitted by TNT Industrial Contractors, Inc. and determined the bid to be complete and responsive. On May 4, 2026, the City received a bid protest letter from ACCO Engineered Systems (attached), contesting that TNT Industrial did not have the proper licensing and violated contract documents in not being qualified to perform the work.

After review of the bid protest and consultation with legal counsel, staff is recommending that Council reject the bid protest based upon the following:

- 1) City specifications state that the "Contractor shall possess a valid California Class "A" Contractor's License or a combination of the following classes C10- Electrical Contractor, C36 - Plumbing Contractor, and all other classes required by the categories and types of work included in the contract at the time of bid award." The City contract documents did not specify that a C-4 Specialty Contractor was needed for the Project. TNT Industrial Contractors holds a valid California Class "A" license;
- 2) The installation of the boiler by a C-4 Specialty License is not strictly required by the nature of the contract because the scope and nature of the work fall within the broader scope of a Class "A" General Contractor license (Bus. & Prof. Code, § 7056);

- 3) TNT has stated that they will self-perform all work that was not listed on the Subcontractor list in the bid documents and they are qualified to do so, therefore they are not required to list subcontractors for work TNT will perform (Pub. Contract Code, § 4106);
- 4) TNT holds a class “A” license which is sufficient to perform the project work so they did not improperly certify the work that will be self-performed;
- 5) TNT did not violate contract documents or the Public Contract Code as they are qualified to perform the project with the class “A” license they hold and the sole subcontractor that was listed in their bid.

Considering the above, Staff recommends that Council adopt Resolution 2026-21, rejecting the bid protest from ACCO Engineered Systems. Also recommended is the authorization to award and execute the construction contract with TNT Industrial Contractors, Inc., in the amount of \$474,551.00 and authorization for the City Engineer to approve construction change orders up to 10% of the contract amount.

Council Goals/Objectives: The purchase and installation of a new Wastewater Treatment Plant boiler executes portions of work tasks towards achieving/maintaining Strategic Plan Goal - City Infrastructure Investment.

Fiscal Impact: The Wastewater Treatment Boiler Replacement Project was fully funded in the FY 25/26 Capital Improvement Program Budget.

Funds Available: Yes

Account #: 300-406-66890

Reviewed by: City Manager

Attachments: Bid Summary, Bid Protest, Resolution 2026-21

**WASTEWATER TREATMENT PLANT BOILER REPLACEMENT PROJECT
PROJECT #26-01
BID SUMMARY**

Date: 4/28/2026; 3:30 p.m.

Engineer's Estimate: \$500,000

BIDDER	DATE/TIME REC'VD	AMOUNT
TNT Industrial Contractors, Inc. 3800 Happy Lane Sacramento, CA 95827	04/28/2026 3:18 pm	*\$474,551.00
ACCO Engineered Systems, Inc. 10590 Armstrong Avenue Mather, CA 95655	04/28/2026 2:31 pm	\$605,696.00
Intech Mechanical Company, LLC 7501 Galilee Road Roseville, CA 95678	04/28/2026 2:00 pm	\$619,290.00

*** Apparent Low Bidder**



May 4, 2026
Via Email

City of Grass Valley
Engineering Division
125 East Main Street
Grass Valley, CA 95945

**RE: Wastewater Treatment Plant Boiler Replacement Project.
Project No. 26-01**

Dear City of Grass Valley,

ACCO Engineered Systems, Inc. respectfully submit this formal bid protest regarding the apparent low bidder for the Wastewater Treatment Plant Boiler Replacement Project (Project No. 26-01).

This protest is submitted in accordance with the Instructions to Bidders, Section 5 – Bid Protests.

Basis for Protest

This protest challenges the responsiveness and responsibility of the apparent low bidder based on failure to meet contractor licensing and subcontractor listing requirements set forth in the Contract Documents and applicable California law.

Relevant Contract Requirements

The **Notice to Contractors, Page 1 of 3**, states:

“The Contractor shall possess a valid California Class ‘A’ Contractor's License, or a combination of the following classes: C10 – Electrical Contractor and C36 – Plumbing Contractor, **and all other classes required by the categories and types of work included in the contract at the time of the bid award.**”

Additionally, the Contract Documents provide:

- **Special Provisions, Section 10 – Subcontracting (Page 5 of 31):**
Bidders must list all subcontractors performing work in excess of 0.5% of the total bid amount.
- **Special Provisions, Section 10.2 – Subcontracting (Page 5 of 31):**
For any portion of the work for which no subcontractor is listed, the bidder certifies that it is **qualified to perform that portion of the work with its own forces.**

Grounds for Protest

A. Failure to Hold Required License for Boiler Work

The project scope includes the removal and replacement of a sludge boiler at a wastewater treatment facility (Notice to Contractors, Page 1 of 3 – General Work Description).

This work constitutes boiler and steam fitting work that falls within the scope of a California **C-4 Boiler, Hot Water Heating and Steam Fitting Contractor** classification.

The apparent low bidder does not hold a C-4 license.

B. Failure to List Required Subcontractor

The apparent low bidder did not list any subcontractor for the boiler installation work.

Because this portion of the work exceeds 0.5% of the total bid amount, the bidder was required under **Special Provisions, Section 10 – Subcontracting (Page 5 of 31)** to either:

1. Hold the appropriate contractor license to self-perform the work; or
2. List a properly licensed subcontractor.

The bidder did neither.

C. Improper Certification of Self-Performance

Pursuant to **Special Provisions, Section 10.2 – Subcontracting (Page 5 of 31)**, the apparent low bidder certified that it is qualified to perform all unlisted work with its own forces.

However, without holding a C-4 license, the bidder is not properly licensed to perform boiler work. This renders the certification invalid and the bid non-responsive.

D. Violation of Contract Documents and Public Contract Code

The bidder's failure to hold the appropriate license or list a qualified subcontractor violates:

- The contractor licensing requirements in the **Notice to Contractors (Page 1 of 3)**
- The subcontractor listing requirements in the **Special Provisions (Section 10, Page 5 of 31)**
- The Subletting and Subcontracting Fair Practices Act (Public Contract Code §4100 et seq.)

While the California Mechanical Code governs the design, installation, and safety requirements applicable to boiler systems, it does not establish contractor licensing requirements. Contractor licensing is governed by the California Business and Professions Code and enforced by the Contractors State License Board. However, the nature of the work regulated by the Mechanical Code—specifically the removal and installation of a sludge boiler system involving combustion equipment, controls, and hydronic/mechanical components—demonstrates that the work falls within the scope of boiler and steam fitting work. As such, the work is consistent with the C-4 Boiler, Hot Water Heating and Steam Fitting Contractor classification. Accordingly, the contractor must either hold the appropriate license or list a properly licensed subcontractor to perform this portion of the work.

Request for Relief

Based on the foregoing, ACCO Engineered Systems, Inc. respectfully requests that the City:

1. Determine that the apparent low bidder is **non-responsive** and/or **not responsible**;
2. Reject the bid submitted by the apparent low bidder; and
3. Award the contract to the next lowest responsive and responsible bidder.

NOTE: For your ready-reference, the following supporting documentation is included:

- Exhibit A: Bid Results
- Exhibit B: Notice to Contractors, Special Provisions, and Construction Contract
- Exhibit C: Proposal & Bidders Certificates
- Exhibit D: Addendum No. 1

Please confirm receipt of this protest. We appreciate your consideration.

Sincerely,



Stephen Alwan, Project Executive
 ACCO Engineered Systems, Inc.
 10590 Armstrong Avenue, Mather, CA 95655
 916-628-0058 / salwan@accoes.com

**WASTEWATER TREATMENT PLANT BOILER REPLACEMENT PROJECT
PROJECT #26-01
BID SUMMARY**

Date: 4/28/2026; 3:30 p.m.

Engineer's Estimate: \$500,000

BIDDER	DATE/TIME REC'VD	AMOUNT
TNT Industrial Contractors, Inc. 3800 Happy Lane Sacramento, CA 95827	04/28/2026 3:18 pm	*\$474,551.00
ACCO Engineered Systems, Inc. 10590 Armstrong Avenue Mather, CA 95655	04/28/2026 2:31 pm	\$605,696.00
Intech Mechanical Company, LLC 7501 Galilee Road Roseville, CA 95678	04/28/2026 2:00 pm	\$619,290.00

*** Apparent Low Bidder**



**CITY OF GRASS VALLEY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**NOTICE TO CONTRACTORS,
SPECIAL PROVISIONS, AND
CONSTRUCTION CONTRACT**

FOR

**WASTEWATER TREATMENT PLANT BOILER REPLACEMENT
PROJECT
PROJECT NO. 26-01**

**WASTEWATER TREATMENT PLANT BOILER REPLACEMENT
PROJECT
PROJECT NO. 26-01**



A handwritten signature in blue ink, appearing to read "Bjorn P. Jones", written over a horizontal line.

Bjorn P. Jones, PE
City Engineer

A handwritten date "3/25/20" in blue ink, written over a horizontal line.

Date

**CITY OF GRASS VALLEY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

NOTICE TO CONTRACTORS

Sealed proposals for the work shown on the plans entitled:

WASTEWATER TREATMENT PLANT BOILER REPLACEMENT PROJECT

PROJECT NO. 26-01

Bids will be received at the City of Grass Valley, Engineering Division, 125 East Main Street, Grass Valley, CA 95945 until **3:30 P.M. on APRIL 21, 2026**, at which time they will be publicly opened and read aloud at said address. Any protest regarding the award of the contract must be submitted pursuant to the instructions stated in the special provisions.

GENERAL WORK DESCRIPTION:

The scope of work, in general, includes; purchase of a new sludge heater/boiler, removal of the existing equipment, and installation of the new equipment. Other related items not mentioned above, that are required by the plans, specifications or these Special Provisions shall be performed, placed, constructed, or installed.

Project Location: Grass Valley Sewer Treatment Plant, 556 Freeman Lane, in Grass Valley, California

The Engineer's estimate for this project is **\$500,000.00**

The time of completion shall consist of **10 Working Days**

BID INFORMATION:

Bids are required for the entire work described herein. The City of Grass Valley reserves the right to postpone the date and time for the opening of proposals at any time prior to the date and time announced in the advertisement in accordance with applicable law.

No pre-bid meeting is scheduled for this project.

The City of Grass Valley reserves the right to reject any and all bids or to waive any minor defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the City elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive items. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 90 day period after the bid opening.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Attention is directed to the requirements specified in Section 3-1.06, "Contractor License", of the Standard Specifications. The Contractor shall possess a valid California Class "A" Contractor's License, or a combination of the following classes: C10 - Electrical Contractor and C36 - Plumbing Contractor, and all other classes required by the categories and types of work included in the contract at the time of the bid award. All licenses shall remain in effect throughout the term of the contract.

Plans, specifications and proposal forms for bidding this project can be obtained via download of an electronic copy of the bid set free of charge from the City's website at <http://www.cityofgrassvalley.com/departments/engineering/rfpsrfqs-and-current-bids>.

The City reserves the right, during the bid process and prior to the deadline for submitting bids, to issue one or more addenda, clarifications, or other communication concerning the bid process, including possible changes as to the time, place, and manner for submitting bids. The City will provide this information to any potential bidder who has obtained a bid package directly from the City. The City will also provide notice of the availability of revisions/addenda to any potential bidder who has obtained a bid package electronically from a contractor bid room or other source, if that bidder has provided a request for revisions, including the bidder's name, company, mailing address, phone number, email or fax number and the project name that the bidder is requesting notifications for. The request for revisions shall be submitted as soon as possible, but no later than five (5) business days prior to the date specified for opening bids in the manner described below:

- Faxes: To the attention of the Project Manager, Catharine Dykes, at (530) 274-4399.
- Emailed: To the attention of the Project Manager, Catharine Dykes at: catharined@grassvalleyca.gov
- Mailed: To the attention of the Project Manager, Catharine Dykes, City of Grass Valley, Engineering Division, 125 East Main Street, Grass Valley, CA 95945

Bidders who do not purchase bid documents directly from the City of Grass Valley, but who have requested to receive revisions as described above, shall only receive email and/or fax notices of the availability of revisions/addenda. It shall be the bidder's responsibility to access the actual revisions/addenda as electronic copies from the City's website.

The City will also endeavor to provide such revisions/addenda to any contractor bid room which has requested copies of the bid documents. The City takes no responsibility for notifying a bidder who does not obtain bid documents from the City or does not provide the specified request for revisions to the City. Such bidder may be found non-responsive if that bidder fails to acknowledge, as set forth herein, any addenda or does not take into account any additional information provided by the City.

All questions concerning this project shall be provided in writing as soon as reasonably possible, but no later than five (5) working days before the date specified for opening bids. Questions received less than five (5) working days before the date specified for opening bids may not be answered. All questions must be received by the City, in the manner described below.

- Faxes: To the attention of the Project Manager, at (530) 274-4399.
- Emailed: To the attention of the Project Manager at: catharined@grassvalleyca.gov
- Mailed: To the attention of the Project Manager, City of Grass Valley, Engineering Division, 125 East Main Street, Grass Valley, CA 95945

Bidders are responsible to confirm receipt of written questions by the Engineering Division. Additionally, the City will answer a bidder's question only if the bidder provides the City a means for a response, including a telephone number, address, and fax number.

The City of Grass Valley hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages for Nevada County have been determined by the Director of the California Department of Industrial Relations (DIR). These wages are set forth in the General Prevailing Wage Rates for this project, may be examined at the office of the Engineering Division, City of Grass Valley and are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished will apply to work done under this Contract.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 . It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

Dated: March 25, 2026

BJORN P. JONES
CITY ENGINEER
CITY OF GRASS VALLEY
ENGINEERING DIVISION

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**CITY OF GRASS VALLEY
ENGINEERING DIVISION**

SPECIAL PROVISIONS

**WASTEWATER TREATMENT PLANT BOILER REPLACEMENT
PROJECT NO. 25-01**

INSTRUCTIONS TO BIDDERS

1. BIDDER'S REPRESENTATIONS

Each bidder by submitting a bid represents that:

- 1.1. The bidder has read and understands the bid package and the bid is in accordance with all of the requirements of the bid package and applicable law.
- 1.2. Neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7.
- 1.3. The bidder understands that quantities of unit price items may vary from the estimates provided in the Special Provisions, proposal, technical specifications, and construction contract.
- 1.4. Representatives of the bidder have visited the Project site and have familiarized themselves with the conditions under which the Project work is to be performed to ensure that the Project work may be performed for the amount bid.
- 1.5. The bidder has informed the City in writing no later than five (5) working days prior to the time specified for bid opening of any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site.

2. PRE-BID COMMUNICATION AND INTERPRETATION OF THE BID PACKAGE

- 2.1. Any bidder that discovers any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site, or that has questions or requires clarification concerning the bid package or its intent must inform the City in writing as soon as reasonably possible, but no later than five (5) working days before the date specified in the bid opening. Such notice shall be sent as specified in the Notice to Contractors for questions concerning the bid package. Questions received less than five (5) working days before the time specified for opening bids may not be answered.
- 2.2. Any interpretation, correction or change of the bid package prior to bid opening will be made by addendum signed by the City Engineer and transmitted to all bid package recipients. No other interpretation or information concerning the bid package issued prior to the date specified for opening bids will be binding. All addenda signed by the City Engineer and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the bid forms. Any changes, exceptions or conditions concerning the Project and/or the bid package submitted by any bidder as part of a bid may render that bid non-responsive.
- 2.3. The City takes no responsibility for notifying a bidder who does not obtain bid documents from the City or does not provide the specified Request for Revisions statement to the City. Such bidder may be found non-responsive if that bidder fails to acknowledge, as set forth herein, any addenda or does not take into account any additional information provided by the City.
- 2.4. No other interpretation or information concerning the bid package issued prior to the date specified for opening bids will be binding. All addenda signed by the City Engineer and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the bid forms. Any

changes, exceptions or conditions concerning the Project and/or the bid package submitted by any bidder as part of a bid may render that bid non-responsive.

3. PRE-BID ACCESS TO THE SITE

- 3.1. Prior to submitting a bid, it will be the sole responsibility of each bidder to conduct any additional examination, investigation, exploration, test, study or other inquiry and to obtain any additional information pertaining to the physical conditions (including surface, subsurface, and underground utilities) at or near the Project site that may affect the cost, progress, or performance of the Project, and that the bidder deems are necessary to prepare its bid for performance of the Project in accordance with the bid package and contract documents. Bidders seeking any such additional examination or other inquiries or information concerning the Project will do so at the bidder's sole expense.
- 3.2. Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from the City at least two (2) working days in advance. The location of any excavation, boring or other invasive testing will be subject to approval on behalf of the City and any other agencies with jurisdiction over such testing. Bidders may not conduct tests at the Project site prior to obtaining City approval. The City may require bidders to execute an access agreement or encroachment permit prior to approving testing at the Project site. Once approved testing is complete, bidders shall fill all trenches or holes, restore all pavements to match the existing structural section, and otherwise clean up and restore the test site to its pre-test condition solely at the bidder's expense.
- 3.3. The Bidder's attention is directed to the requirements of Section 2-1.30, "Job Site and Documentation Examination," of the Standard Specifications and these Special Provisions.

4. BIDDING PROCEDURE

- 4.1. Bids shall be delivered to the City of Grass Valley, Engineering Division, 125 East Main Street, Grass Valley, CA 95945, no later than the time and date specified in the Notice to Contractors. Bids will be opened and read publicly at that time. Bids that are submitted late according to the time shown on the official bid clock located in City Hall will be returned unopened. Telephones for use by bidders are not available at the City offices.
- 4.2. In accordance with California Public Contract Code Section 20170, bids must be presented under sealed cover. Bids must be submitted using the proposal forms furnished with the bid package. Bids must include all documents provided in the Proposal. Bids must bear the bidder's legal name and be signed by a representative authorized to bind the bidder. Bids shall be typed or written in ink. Corrections may be made if initialed by the bidder. No oral or telegraphic modifications of bids, including facsimile modifications, will be considered. Bids that are incomplete or that are not presented on the proposal forms furnished with the bid package may be deemed non-responsive.
- 4.3. Each bid must give the full business address of the bidder. Bids of partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative, followed by the printed name and title of the person signing. Bids of corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to bind the corporation. The name of each person signing shall also be typed or printed below the signature. Upon request of the City, bidders will furnish satisfactory evidence of the authority of the person signing the bid. Bids of joint ventures must include a certified copy of the legal agreement constituting the joint venture.
- 4.4. No person, firm, corporation, partnership, or legal joint venture may submit more than one bid for the Project. However, a person, firm, corporation, partnership or legal joint venture that has submitted a subcontract proposal to a bidder, or that has quoted prices on materials to a bidder may submit a subcontract proposal, quote prices to other bidders and submit its own bid.
- 4.5. In accordance with California Public Contract Code Section 20171, all bids must include one of the forms of security specified in Caltrans Standard Specifications in an amount of at least ten (10) percent of the total of the bid prices. Bidders that elect to provide bidder's security in the form of a bid bond must execute a bid bond using the form provided in the bid forms. The bidder's security is tendered as a guarantee that the successful bidder, if awarded the Project contract, will execute and submit to the City all required bonds, certificates of insurance, and completed contract forms and enter into a contract with the City within ten (10) working days of receipt of the

Notice of Award. The bidder's security of any successful bidder that fails to do so will be forfeited to the City. All bidders' security not forfeited to the City will be returned once a successful bidder provides all required documents and enters a contract with the City in accordance with all applicable bid package requirements. Forfeiture of the bidder's security to the City will not waive or otherwise limit any other remedy available to the City under applicable law.

- 4.6. In accordance with California Business and Professions Code Section 7028.15, Public Contract Code Section 20103.5, and as specified in the Notice to Contractors, all Project work must be performed by properly licensed contractors and subcontractors with active licenses in good standing as of the date and time specified for bid opening, or, if the Project involves federal funds, no later than the time the Project contract is awarded. Bidders must verify their Contractor's license number and license expiration date on the proposal cover page under penalty of perjury. Bids that do not satisfy applicable licensing requirements will be considered non-responsive and rejected and may subject the bidder to criminal and/or civil penalties. In addition, all licenses shall remain in effect throughout the term of the contract.
- 4.7. Bids may be withdrawn prior to the time set for bid opening by a written request signed by an authorized representative of the bidder filed with the City Engineer. The bid security submitted with bids so withdrawn will be returned to the bidder. Bidders that have withdrawn their bid in accordance with this provision may submit a new bid prior to the time set for bid opening in accordance with all applicable bid package requirements. Bids may not be withdrawn during the ninety-day period after the time set for bid opening except as permitted by law pursuant to California Public Contract Code Section 5100 and following. Any other bid withdrawal will result in forfeiture of the bidder's bid security to the City.
- 4.8. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professional Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment to the parties.

5. BID PROTESTS

Any protest of the proposed Project award must be submitted in writing to the City no later than 5:00 PM on the third business day following the date of the bid opening.

- 5.1. The initial protest must contain a complete statement of the basis for the protest.
- 5.2. The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
- 5.3. The party filing the protest must concurrently transmit a copy of the initial protest to the apparent low bidder.
- 5.4. The party filing the protest must have actually submitted a bid for the Project. A subcontractor of a party filing a bid for the Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- 5.5. The procedure and time limits set forth in these Instructions to Bidders are mandatory and are the bidders' sole and exclusive remedy in the event of a bid protest. Any bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
- 5.6. The City shall review all timely protests prior to award of the Project. The City shall not be required to hold an administrative hearing to consider any protests, but may do so at its option. At the time of the City Council's consideration of the Project award, the City Council shall also consider the merits of any timely protests. The City Council may either reject the protest and award to the lowest responsible bidder or accept the protest and award

the bid to the next lowest responsible bidder. Nothing in this section shall be construed as a waiver of the City Council's right to reject all bids.

6. AWARD

- 6.1. The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution", and Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," of these Special Provisions.
- 6.2. In accordance with applicable law, the City reserves the right to reject any or all bids and to waive any informality in any bid. The City reserves the right to accept any portion of any bid, unless the bid package expressly provides that the award will be made as a whole. If the City elects to award a contract for performance of the Project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid and those additive or deductive alternate items listed in the Proposal. In accordance with the contract documents and other applicable law, the City may add or deduct items of work from the Project after the lowest responsible bidder is determined.
- 6.3. The contract shall be awarded, if an award is made, to the lowest responsible bidder within 90 calendar days from the date bids are publicly opened and declared. If the award is not made within that period, all bids submitted are deemed rejected by the governing body.

A contract shall exist between the Contractor and the City when all of the following steps have been completed.

- (a) Award of the contract by the governing body.
- (b) Execution of a written contract by the Contractor within ten (10) working days of receipt of written notice of award.
- (c) Delivery by the Contractor to the City, the Faithful Performance and Labor and Materials bonds required herein, within ten (10) working days of receipt of written notice of award.
- (d) Delivery by the Contractor to the City, all City-approved Insurance Policies, on the appropriate forms, as required, within ten (10) working days of receipt of written notice of award.

Contractor shall execute a written agreement with the City using the form set forth hereafter.

- 6.4. The successful bidder and any subcontractors and others engaged in performance of the Project shall have valid local business licenses, as applicable, before commencing work on the Project.
- 6.5. Upon verifying that the successful bidder has provided complete, executed copies of all documents specified necessary to execute the contract and an authorized City representative has signed the contract, the Engineering Division will issue a Notice to Proceed in accordance with Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," of these Special Provisions. The number of days within which the Project must be complete begins to run on the project commencement date.

7. PRICING

- 7.1. Inconsistency of bid unit items, item prices, and/or totals shall be resolved in accordance with the requirements specified in the Proposal.
- 7.2. Any federal, state, or local tax payable on articles to be furnished for the Project shall be included in the lump sum total bid price and paid by the Contractor under the contract.

8. QUANTITIES

- 8.1. Quantities, including but not limited to, material or labor quantities, that are provided in the bid package concerning the Project are estimates only and are provided solely as a general indication of the Project scope. The City does not warrant that such quantity estimates provided in the bid package represent the actual quantities required to perform the Project in accordance with the contract documents. Such quantity estimates do not bind the

City and bidders should not rely on them in preparing their bids. Each bidder is solely responsible for determining the quantities on which to base their bids in light of information contained in the bid package, bidder investigation and analysis of the Project and the Project site, and any other analysis or expertise of the bidder concerning the Project.

- 8.2. The City may amend, decrease or increase the Project work in accordance with the bidding package and the contract documents. If the City amends, decreases or increases the Project work prior to award of the Project, each bidder will be solely responsible for determining the revised quantities, if any, on which to base their bid in light of information contained in the bid package and any amendments or addenda to the bid package, bidder investigation and analysis of the Project as amended, decreased or increased, the Project site, and any other analysis or expertise of the bidder concerning the Project.

9. SUBSTITUTION OF "OR EQUAL" ITEMS

- 9.1. In accordance with California Public Contract Code Section 3400 concerning the submittal of an "or Equal" product, bidder's attention is directed to the requirements of Section 2-1.02, "Required Listing of Proposed Products "or Equals" with Bid Proposal" of these Special Provisions, and the Proposal.

10. SUBCONTRACTING

- 10.1. Bids must be in accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 and the following. Bids must include a completed list of proposed subcontractors on the form included in the bid package. In accordance with California Public Contract Code Section 4104, completed lists of proposed subcontractors must include the name, business location, the portion (type or trade), and dollar amount of the Project work to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price. If the Project work includes construction of streets or highways, the completed list of proposed subcontractors must include the subcontractor name, business location, type of work and dollar amount to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrications and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars (\$10,000), whichever is greater.
- 10.2. In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total Project bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, bidders certify by submitting their bids that they are qualified to perform that portion of the Project work and that they will perform that portion of the Project work with their own forces. Bidders may not substitute another subcontractor for a subcontractor listed in their bid except as permitted by the City in accordance with Section 4107 and following of the California Public Contract Code.
- 10.3. Bidder's attention is directed to the requirements specified in "Subcontracting," of these Special Provisions and the Proposal.

11. ASSIGNMENT

- 11.1. Bidders may not assign, sublet, sell, transfer, or otherwise dispose of their bid or any right, title or interest in their bid, or their obligations under their bid, without the written consent of the City Engineer. Any purported assignment, subletting, sale, transfer or other disposition of a bid or any interest in a bid, or of any obligations under a bid without such written consent will be void and of no effect.
- 11.2. Bidder's attention is directed to the requirements specified in Section 5-1.12, "Assignment," of the Construction Specifications.

12. BONDS

- 12.1. The successful bidder shall submit to the City a performance bond within ten (10) working days of receiving written notice of award. The successful bidder shall submit to the City a payment or labor and materials bond within ten (10) working days of receiving written notice of award. City shall retain the Performance Bond for a one-year guarantee period from the date of the City's acceptance of the work. All Project bonds shall be executed using the forms provided in the bid package.

- 12.2. The bonds shall be obtained from a California admitted surety that is licensed by the State of California to act as a surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety shall furnish reports as to its financial condition from time to time upon request by City.
- 12.1. In accordance with California Civil Code Section 9550, labor and materials bond must be in the amount of one hundred percent of the total amount payable by the terms of the Project contract and guarantee payment to persons listed in California Civil Code Section 9100 for work performed and for charges for materials, supplies, and equipment provided under the Project contract (including amounts due under or subject to the Unemployment Insurance Code) in accordance with the requirements of California Civil Code Section 9554.
- 12.2. The performance bond must be in the amount of one hundred percent of the amount payable by the terms of the Project contract to guarantee the faithful performance of the Project work.
- 12.3. Bidder's attention is directed to the requirements specified in Section 3-1.05, "Contract Bonds," and "Warranty," of these Special Provisions, and the Contract.

13. LABOR LAWS

- 13.1. Bidders must comply with applicable provisions of the California Labor Code.
- 13.2. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Project is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the Project.
- 13.3. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for work in the locality in which the Project is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Project is to be performed for each craft, classification or type of worker needed to perform the Project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for Nevada County are on file at the City offices, 125 E. Main Street, Grass Valley, California 95945. These wage rates are not included in the Special Provisions but will be made available on request.
- 13.4. In accordance with California Labor Code Section 1777.1, contractors and subcontractors that are found guilty of willfully violating Chapter 1 of Part 7 of Division 2 of the Labor Code (except for Section 1777.5), or that are found guilty of such violations with intent to defraud, and entities in which such contractors or subcontractors have any interest, may be ineligible to bid on, be awarded, or perform Project work as a subcontractor.
- 13.5. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 13.6. Bidder's attention is directed to the requirements specified in "Prevailing Wage," "Labor Nondiscrimination," and "Labor Code Requirements," of these Special Provisions, and Section 7-1.02K, "Labor Code", of the Standard Specifications.

SECTION 1 GENERAL SPECIFICATIONS AND PLANS

1-1.01 GENERAL

The work embraced herein shall be done in accordance with the Project Plans, Standard Specifications and Standard Plans dated 2018 of the Department of Transportation, and the City of Grass Valley's Improvement Standards and in accordance with the following Special Provisions.

Amendments to the Department of Transportation's Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components" of the Standard Specifications and are included as Attachment A to these Special Provisions. Whenever either the term "Standard Specification is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the text following said term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between the City of Grass Valley's Improvement Standards, and these Special Provisions, the Special Provisions shall govern, take precedence over, and be used in lieu of such conflicting portions. The Department of Transportation's Standard Specifications and Standard Plans shall govern over the City of Grass Valley's Improvement Standards.

Units in the United States Standard Measures shall apply to this contract.

1-1.02 REVISED STANDARD SPECIFICATIONS AND STANDARD PLANS

All references to the Department of Transportation's Standard Specifications and Standard Plans shall be considered to include any revisions issued by the Office of Construction Contract Standards in effect at the time of printing of these Special Provisions.

Revised Standard Specifications and Standard Plans can be found on the Caltrans website as provided in the following link: <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>.

1-1.03 DEFINITIONS AND TERMS

As used herein, unless the context otherwise requires, the following terms have the following meaning:

City: City of Grass Valley.

City Engineer: The City Engineer of the City of Grass Valley, State of California.

City Hall: The City building located at 125 East Main Street, Grass Valley, California, 95945.

Contract Documents: All of the written matter describing the contemplated work, including the Plans, Special Provisions, Improvement Standards, Bonds, Agreement, and any approved Change Orders.

Department: The Engineering Department of the City of Grass Valley, State of California, except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer.

Department of Transportation: The Engineering Division of the City of Grass Valley, State of California, except when referring to documents, laws or departments of the State of California. Any reference in questions shall be as designated by the Engineer.

Director of Transportation: The City Engineer of the City of Grass Valley, State of California.

District Director of the District: The City Engineer of the City of Grass Valley, State of California.

Engineer: The City Engineer of the City of Grass Valley, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Improvement Standards: The Design Standards, Construction Standards and Standard Details of the City of Grass Valley Public Works Department, Engineering Division

Laboratory: The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the Contract, except

when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer

Standard Plans: The latest edition of the Standard Plans of the State of California, Department of Transportation including any revisions to the Standard Plans issued by the Office of Construction Contract Standards in effect at the time of printing of these Special Provisions. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.

Standard Specifications: The latest edition of the Standard Specifications of the State of California, Department of Transportation including any revisions to the Standard Specifications issued by the Office of Construction Contract Standards in effect at the time of printing of these Special Provisions. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.

State: The City of Grass Valley, except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer.

State Highway Engineer: The City Engineer of the City of Grass Valley, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Transportation Building, Sacramento: City Hall of the City of Grass Valley, State of California except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer.

Working Day: Monday through Friday, except holidays, from 7am to 7pm, or as further specified in these Special Provisions.

Contractor's attention is directed to the definitions and terms specified in Section 1, "Purpose and Definitions," of the Design Standards and Section 1, "Purpose and Definitions," of the Construction Standards.

SECTION 2 BIDDING

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

Each proposal shall include unit costs, and total costs for the base bid.

Bidders are required to specify a physical business street address to receive certified mail in accordance with the Proposal. The City shall be notified in writing a minimum of thirty (30) days in advance of any changes of address.

Section 2-1.06A, "General," of the Standard Specifications is replaced in its entirety with the following:

Improvement Standards may be viewed at the City of Grass Valley's website: [http://www.cityofgrassvalley.com/services/departments/engineering/Standard Specifications and Drawings](http://www.cityofgrassvalley.com/services/departments/engineering/Standard%20Specifications%20and%20Drawings)

The Notice to Contractors, Special Provisions, and Construction Contract, Proposal and Bidder's Certificates and Improvement Plans may be viewed at the City of Grass Valley website, <http://www.cityofgrassvalley.com/services/departments/engineering/rfpsrfqs-and-current-bids>, or at City Hall at 125 East Main Street, Grass Valley, CA 95945. The Proposal form is bound separate from the Contract and the Special Provisions.

In addition to the subcontractors required to be listed in conformance with, "Subcontractor List," of these Special Provision, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. The listing subcontractor shall also set forth the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on any future public works contracts.

2-1.02 REQUIRED LISTING OF PROPOSED PRODUCTS "OR EQUALS"

On the sheet provided herein, to be submitted as part of the proposal, the bidder shall list each proposed substitution of an "equal" product. The bidder shall identify the proposed substitution by the section of the specifications that specifies the product, the name of the product proposed to be substituted out, and the name and manufacturer of the product proposed to be substituted. Prior to the award of the Contract and upon the request of the Engineer, the bidder shall submit the written request for substitution within three (3) days. The request shall be accompanied by evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the bidder. Failure to submit the information as requested by the Engineer shall be deemed a voluntary withdrawal of the proposed substitution.

No requests for any substitution shall be allowed unless listed on the sheet provided. No requests for substitution shall be allowed after the opening of the bid. Requests for substitution shall be reviewed and considered by the Engineer promptly after the award of the contract to the lowest responsible Bidder. In its sole discretion, the Engineer may request additional information about the proposed substitution.

The decision by the Engineer as to whether a proposed substitution is an "Equal" product shall be made by the Engineer based upon the information submitted and will be final.

The Engineer will be the sole judge as to whether a proposed substitution is an "Equal" product. The Engineer's decision will be made based upon the information submitted and will be final.

A sheet for listing the proposed substitutions of an "Equal" product, as required herein, is included in the Proposal.

2-1.03 SUBCONTRACTOR LIST

Contractor's attention is directed to the requirements of "Subcontractor List" of the Standard Specifications, the Proposal, and these Special Provisions.

For each Subcontractor required to be listed, the Subcontractor List included in the proposal must show the **name and place of business, California contractor license number and Public Works contractor registration number** of each Subcontractor to whom the bidders proposes to directly subcontract portions of the work.

Additionally, if not otherwise included in the Subcontractor List submitted with the bid, the prime contractor shall submit a completed Subcontractor List within 24 hours of the bid opening setting forth the bid item number and percentage of the item work that will be done by each Subcontractor listed.

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

2-1.04 BIDDER'S SECURITY

The form of Bidder's Bond mentioned in "Bidder's Security," of the Standard Specifications will be found following the signature page of the Proposal annexed hereto.

2-1.05 NON-COLLUSION AFFIDAVIT

In accordance with Public Contract Code 7106, a Non-Collusion Affidavit is included in the proposal.

SECTION 3 CONTRACT AWARD AND EXECUTION

3-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications, "Award," of the Instruction To Bidders of these Special Provisions, and these Special Provisions for the requirements and conditions concerning award, and execution of contract.

Bid protests are to be delivered to the following address: **Engineering Division, 125 East Main Street, Grass Valley, CA 95945.**

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The contract shall be executed by the successful bidder and shall be returned together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: **Engineering Division, 125 East Main Street, Grass Valley, CA 95945.**

3-1.02 AWARD OF CONTRACT

The City of Grass Valley reserves the right to reject any and all bids or to waive any minor defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the City elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive items. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 90 day period after the bid opening.

3-1.03 CONTRACT BONDS

Contractor shall provide, at the time of the execution of the agreement or contract for work, and at his own expense, a surety bond ("Performance Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the faithful performance of said agreement within the time prescribed, in a manner satisfactory to the Engineer, and that all materials and workmanship will be free from original or developed defects. This Performance Bond must remain in effect until the end of all warranty periods set forth in the Special Provisions. Contractor shall also provide, at the time of the execution of the agreement or contract for the work, and at his own expense, a separate surety bond ("Payment Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. This Payment Bond shall be maintained by the Contractor in full force and effect until the work is accepted by the City and until all claims for materials and labor are paid, and shall otherwise comply with Civil Code. Sureties on each of said bonds shall be satisfactory to the City Attorney.

Should any bond become insufficient, the Contractor shall renew the bond within ten (10) working days after receiving notice from the Engineer.

Should any Surety at any time be unsatisfactory to the City, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under said agreement until a new Surety shall qualify and be accepted by the City.

Changes in said agreement of extensions of time, made pursuant to the agreement, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

4-1.01 GENERAL

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," Section 8-1.05, "Time," and Section 8-1.10, "Liquidated Damages," of the Standard Specifications, and "General Requirements," of these Special Provisions.

The Contractor shall begin work by the date identified in writing in the Notice to Proceed by the City of Grass Valley and shall diligently prosecute the same before the expiration of

- **Between October 15th and March 31st, the boiler can be offline for 7 - 10 Days**
- **Between April 1st and October 14th, the boiler can be offline for a maximum of 5 Days.**

Beginning on the first day of work or the date stated in the Notice to Proceed, whichever comes first.

The first working day will not be determined until the Contractor has the new Sludge Heater/Boiler apparatus on hand.

The Contractor shall pay to City of Grass Valley the sum of \$1,000 per day, as liquidated damages, for each and every calendar day delay in finishing the work in excess of the working days prescribed above. At the Engineer's option, said sum may be deducted from any payment due to or to become due the Contractor.

The 72 hours advance notice before beginning work specified in Section 8-1.04, "Start of Job Site Activities," of the Standard Specifications is changed to 5 days advance notice for this project.

Work hours are flexible as the boiler room is out of the way of normal operations.

4-1.02 HOLIDAYS

Designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, the day after Thanksgiving day and December 24th, December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday.

4-1.03 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held at the wastewater treatment plant for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors. A "Key Personnel and Emergency Phone Numbers" list (for which these key personnel could be contacted 24 hours per day, 7 days a week) shall be submitted to the City. Attendance by the Contractor or the Contractor's authorized representative is mandatory.

Full compensation for conforming to the provisions of this section, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

4-1.04 ARCHAEOLOGICAL FINDS

All articles of archaeological interest, which may be uncovered by the Contractor during the progress of the work, shall be reported immediately to the Engineer. The further operations of the Contractor, with respect to the find will be decided under the direction of the Engineer.

4-1.05 EXTRA WORK

Section 4-1.05, "Changes and Extra Work," of the Standard Specifications is amended by adding the following between the second and third paragraphs:

If in the opinion of the Engineer, such work cannot reasonably be performed concurrently with other items of work, and if a controlling item of work is delayed thereby, an adjustment of contract time will be made.

4-1.06 SCOPE OF WORK

Shall conform to the provisions of Section 4, "Scope of Work," of the Standard Specifications and these Special Provisions.

4-1.07 ELIMINATION OF ITEMS OF WORK

The Contractor's attention is directed to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications concerning the elimination of items of work, and these Special Provisions.

SECTION 5 GENERAL

SECTION 5-1 MISCELLANEOUS

THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH CALIFORNIA LABOR CODE SECTIONS 1774 AND 1775, AND RELATED CODES.

5-1.01 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard

California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

5-1.02 LABOR CODE REQUIREMENTS

For all new projects awarded on or after April 1, 2015, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner. After January 1, 2015, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Attention is directed to the provisions in Section 7-1.02K(5), "Working Hours" and Section 7-1.02K(3), "Certified Payroll Records" of the Standard Specifications.

5-1.03 PREVAILING WAGE

Attention is directed to the provisions in Section 7-1.02K(2), "Wages" of the Standard Specifications.

The general prevailing wage rates and any applicable changes to these wage rates determined by the Director of Industrial Relations for Nevada County, may be examined at the City of Grass Valley Engineering Division Office and are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. These wage rates are not included in the Proposal and Construction Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The general prevailing wage rates and any applicable changes to these wage rates determined by the United States Department of Labor, Branch of Construction Wage Determinations, for Nevada County, are available at the City of Grass Valley Engineering Division Office located at 125 East Main Street, Grass Valley, CA 95945 [telephone (530) 274-4373]. Changes, if any, to the general prevailing wage rates will be available at the same location. General prevailing wage rates area also available on the California Department of Transportation website: <http://www.dot.ca.gov/hq/esc/oe/federal-wages/>.

The Contractor and any subcontractor shall pay each worker that is employed for any public work done under contract, not less than the higher of the prevailing wage rates as determined by the California Director of Industrial Relations and the United States Department of Labor, Branch of Construction Wage Determinations.

5-1.04 SUBCONTRACTING

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Standard Specifications and these Special Provisions.

All subcontractors doing work shall possess an appropriate valid California Contractor's License for the type of work the subcontractor will perform at the time of the bid submittal and the license shall remain in effect throughout the duration of employment on the job.

All applicable license designations and numbers for Subcontractors doing work in excess of \$10,000.00 shall be included on the LIST OF SUBCONTRACTORS within the Proposal.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Grass Valley may exercise the remedies provided under Pub Cont Code § 4110. The City of Grass Valley may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: <http://www.dir.ca.gov/DLSE/Debar.html>

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

5-1.05 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors. A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative,

or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.06 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance.

5-1.07 PAYMENTS

Attention is directed to Sections 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and these Special Provisions.

5-1.08 INTEREST ON PAYMENTS

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments shall be in accordance with Section 9-1.03, "Payment Scope," of the Standard Specifications, the Standard Specifications, and these Special Provisions.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

5-1.09 WITHHOLDS

Payment of withheld funds shall conform to Section 9-1.16E, "Withholds," of the Standard Specifications and these Special Provisions.

Funds withheld from progress payments to ensure performance of the contract that are eligible for payment into escrow or to an escrow agent pursuant to Section 10263 of the California Public Contract Code do not include funds withheld or deducted from payment due to failure of the Contractor to fulfill a contract requirement.

5-1.10 PLANS AND WORKING DRAWINGS

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to the Engineer, unless otherwise specifically noted.

5-1.11 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

The third through seventh paragraph of Section 2-1.06B, "Supplemental Project Information," of the Standard Specifications is amended to read:

Where the Department has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or Contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.

5-1.12 VALUE ENGINEERING

Attention is directed to Section 4-1.07, "Value Engineering," of the Standard Specifications.

Prior to preparing a written value engineering change proposal, the Contractor shall request a meeting with the Engineer to discuss the proposal in concept. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, overall merit of the proposal, and review times required by the City.

If a value engineering change proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in contract time, 50 percent of that contract time reduction shall be credited to the City by reducing the contract working days, not including plant establishment. Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages" of these Special Provisions regarding the working days.

If a value engineering change proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in traffic congestion or avoids traffic congestion during construction, 60 percent of the estimated net savings in construction costs attributable to the cost reduction proposal will be paid to the Contractor. In addition to the requirements in Section 4-1.07, "Value Engineering," of the Standard Specifications, the Contractor shall provide detailed

comparisons of the traffic handling between the existing contract and the proposed change, and estimates of the traffic volumes and congestion.

5-1.13 RESPONSIBILITY TO OTHER ENTITIES

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers and the public or damage to property, and shall indemnify and save harmless any county, city or district, its officers and employees connected with the work, within the limits of which county, city or district the work is being performed, all in the same manner and to the same extent conforming to the provisions in Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications, for the protection of the State of California and all officers and employees thereof connected with the work.

5-1.14 AREAS FOR CONTRACTOR'S USE

Attention is directed to the provisions in Section 5-1.32, "Areas for Use," of the Standard Specifications and these Special Provisions.

The project area (contract limits) shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No area is available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

Residence trailers will not be allowed within the project site.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other City-owned property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in "Cleanup," of the Standard Specifications.

The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials or for other purposes, if sufficient area is not available to the Contractor within the contract limits, or at the sites designated on the plans outside the contract limits.

The Contractor shall take all necessary precautions to protect the staging area from chemical contamination due to oil or fuel spills or any other contaminants. If contamination occurs, the site shall be decontaminated to the satisfaction of the Engineer prior to further improvement to the contaminated area or to further construction activities in general, whichever is applicable as determined by the Engineer. Methods of decontamination shall include any method deemed appropriate by the Engineer including removal and disposition of the contaminated soils in conformance with CEQA and regulatory agency requirements.

Full compensation for conforming to the provisions of this section, including furnishing all labor, materials, grading, tools, equipment and incidentals, and for doing all work associated with this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

5-1.15 SOUND CONTROL REQUIREMENTS

The noise level from the Contractor's operations, between the hours of 7:00 p.m. and 7:00 a.m., shall not exceed 86 dBA at a distance of 50 feet, unless night work is otherwise permitted by the City Engineer. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

All equipment shall have sound-control devices no less effective than those provided on the original equipment. No equipment shall have an unmuffled exhaust. As directed by the Engineer, the Contractor shall implement the appropriate additional noise mitigation measures including, but not limited to, shutting off idling equipment, or additional notifications of adjacent residents than already specified in these Special Provisions.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

5-1.16 PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work and shall cleanup all tracked material and debris on a daily basis.

In areas visible to the public, the following shall apply:

- A. Broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

- B. Mud, dirt, soil, and any debris resulted in trail from equipment and construction will be cleaned and cleared from the roadway and away from traffic daily.
- C. The Contractor shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be reused shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be reused are to be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

5-1.17 RECORDS

The Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following six categories of costs of work during the life of the contract:

- A. Direct costs of contract item work.
- B. Direct costs of changes in character in conformance with Section 4-1.05B, "Work-Character Changes," of the Standard Specifications.
- C. Direct costs of extra work in conformance with Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.
- D. Direct costs of work not required by the contract and performed for others.
- E. Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 9-1.17D(2), " Claim Statement," of the Standard Specifications.
- F. Indirect costs of overhead.

Cost accounting records shall include the information specified for extra work in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. The requirements for furnishing the Engineer completed daily extra work reports shall only apply to work paid for on a force account basis.

The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than 3 years after the date of acceptance of the contract. If the Contractor intends to file claims against the Department, the Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached.

5-1.18 CONTRACTOR'S LICENSING LAWS

Attention is directed to the requirements specified in Section 3-1.06, "Contractor License", of the Standard Specifications. The Contractor shall possess a valid California Class "A" Contractor's License, or a combination of the following classes: C10 – Electrical Contractor, C36 - Plumbing Contractor, and all other classes required by the categories and types of work included in the contract at the time of the bid award. All licenses shall remain in effect throughout the term of the contract.

5-1.19 ARBITRATION

Section 9-1.22, "Arbitration," of the Standard Specifications is amended in its entirety to read as follows:

Section 9-1.22, "Dispute Resolution"

9-1.22 All claims filed with the City must be in writing and include the documents necessary to substantiate the claim. Claims must be filed within the time limits set forth in this contract. In no circumstances, however, may a claim be filed after the day of final payment. Nothing in this subsection is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in this contract.

1) Claims of \$50,000.00 or Less

- (a) The City will respond in writing to all written claims less than or equal to fifty thousand dollars (\$50,000.00) within forty-five (45) days of receipt of the claim. Within thirty (30) days of receipt of the claim, the City may request any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.
- (b) If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the City and the claimant.

- (c) The City's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- 2) **Claims Between \$50,000.01 and \$375,000.00**
- (a) The City will respond in writing to all written claims between fifty thousand dollars and one cent (\$50,000.01) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), within sixty (60) days of receipt of the claim. Within thirty (30) days of receipt of the claim, the City may request, in writing, any additional documentation supporting the claim or relating to defense to the claim the City may have against the claimant.
- (b) If additional information is thereafter required, it shall be requested and provided pursuant to this Subdivision, upon mutual agreement of the City and the claimant.
- (c) The City's written response to the claim, as further documented, shall be submitted to the claimant with in thirty (30) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documents, whichever is greater.
- 3) Claims in Excess of \$375,000.00 The City shall, within a reasonable time after the presentation of any claim in excess of \$375,000.00, make a decision in writing on such claim.
- 4) **Meet and Confer Conference**
- (a) If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- (b) If, following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For the purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to this Section until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- 5) Contractor's Duty During Claim Resolution: The Contractor shall proceed with the Work in accordance with the plans and specifications and determinations and instructions of the City Engineer during the resolution of any claims disputes.
- 6) Certification. The Contractor shall certify in writing, at the time of submission of any claim, as follows:
- I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the monies due for work performed under the Contract for which the City of Grass Valley is liable.
- By: _____
(Contractor's signature)
- 7) City Remedies. In the event the Contractor refuses or neglects to make good any loss or damage for which the Contractor is responsible under this Contract, the City may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the City from claims for payment made by the Contractor for work completed or remaining to be completed.

- 8) Assignment. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this contract, the Contractor and all subcontractors shall offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.
- 9) Contractor Waiver and Limitation. The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the City and hereby agrees that no default, act, or omission of the City or the Engineer, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the City shall so consent or direct in writing) to suspend or abandon performance of all or any part of the work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.
- 10) Venue. Any litigation arising out of this Contract shall be brought in the Superior Court of Nevada County, and the Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

5-1.20 NOTICE OF POTENTIAL CLAIM

Attention is directed to the requirements specified in Section 5-1.43, "Potential Claims And Dispute Resolution," of the Standard Specifications.

5-1.21 FINAL PAYMENT AND CLAIMS

Attention is directed to Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications.

If the Contractor files a timely written statement of claims in response to the proposed final estimate, the City will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail. The claim position letter will delineate the City's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement to be received by the City not later than 15 days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely, written notification of disagreement shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

If the Contractor files a timely notification of disagreement with the City claim position letter, the City Engineer or a board of review appointed by the City Engineer shall review claims that remain in dispute and may meet with the Contractor within 45 days after receipt by the City of the notification of disagreement. Attendance by the Contractor at the City meeting concerning the notification of disagreement shall be mandatory.

If the City fails to submit a claim position letter to the Contractor within 135 days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the City Engineer or a board of review appointed by the City Engineer to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the City Engineer or a board of review appointed by the City Engineer will meet with the Contractor within 45 days after the City receives the request for the meeting. Attendance by the Contractor at this review meeting shall be mandatory.

Failure of the Contractor to file a timely written statement of claims in response to the proposed final estimate, or to file a timely notification of disagreement with the City's claim position letter, or to attend the City's review meeting shall constitute a failure to pursue diligently and exhaust the administrative remedies in the contract and shall be a bar to future legal proceedings by Contractor.

5-1.22 SURFACE MINING AND RECLAMATION ACT

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations, and to California Public Contract Code Section 10295.5.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with California Public Contract Code Section 10295.5.

5-1.23 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as

defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5-1.24 EXCAVATION SAFETY PLANS

The Contractor's attention is directed to requirements of "Earthwork," of the Special Provisions concerning Temporary Shoring Plan and Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications.

The Contractor shall submit a Temporary Shoring Safety System Plan to the Engineer in accordance with "Earthwork," of these Special Provisions. The Contractor's attention is directed to the requirements specified in Section "Earthwork," of these Special Provisions.

Full compensation for conforming to the provisions of this section, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

5-1.25 AIR POLLUTION CONTROL

Air pollution control shall conform to the provisions of Section 14-9, "Air Quality," of the Standard Specifications and these Special Provisions.

No burning of materials to be disposed of will be permitted for this project.

Full compensation for conforming to the provisions of this section including, but not limited to, obtaining permits and performing work in accordance with any permit requirements, not otherwise provided for, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

5-1.26 PERMITS

Attention is directed to the provisions in Sections 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these Special Provisions.

Full compensation for conforming to the provisions in this Section and to the requirements in the permit, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

5-1.27 INSURANCE

Throughout the period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. CONTRACTOR shall file with CITY certificate(s) of Insurance and endorsements, in a form acceptable to CITY, and consistent with this agreement at the time of execution of this agreement. The insurance company must be acceptable to CITY, with a Best's Rating of no less than A:VII. Documentation of such rating acceptable to the CITY shall be provided at the same time Insurance Certificates are submitted.

Any deductibles must be declared to, and approved by, the City.

In the event any of the required policies are canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate(s) of insurance prior to cancellation, the CITY may obtain the required insurance and deduct the premium(s) from Contract monies due the CONTRACTOR.

5-1.27.1 WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

The CONTRACTOR shall maintain adequate Workers' Compensation Insurance under the Laws of the State of California. CONTRACTOR shall fully comply with the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, before commencing the performance of the work. CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation Insurance. Certificates of such Workers' Compensation shall be filed forthwith with the CITY upon demand.

By CONTRACTOR'S signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and he/she will comply with such provisions before commencing the performance of this Contract. If such insurance is underwritten by any

agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than the following:

One Million dollars (\$1,000,000) each accident for bodily injury by accident

One Million dollars (\$1,000,000) policy limit for bodily injury by disease

One Million dollars (\$1,000,000) each employee for bodily injury by disease

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Grass Valley."

Waiver of Subrogation: "The Insurance Company agrees to waive all rights of subrogation against the City of Grass Valley, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City of Grass Valley."

5-1.27.2 GENERAL LIABILITY INSURANCE

Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: premises; operations; products and completed operations; contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury liability.

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

One of the following forms is required: Commercial General Liability (Occurrence); or Commercial General Liability (Claims Made).

If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

1. The limits of liability shall not be less than:

➤ One Million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

➤ One Million dollars (\$1,000,000) Personal Injury Liability

➤ Two Million dollars (\$2,000,000) Products-Completed Operations

➤ Two Million dollars (\$2,000,000) General Aggregate

2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be Two Million dollars (\$2,000,000).

5-1.27.3 CONFORMITY OF COVERAGES

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies if approved by the CITY as noted above. In no case shall the types of coverages be different.

5-1.27.4 ADDITIONAL REQUIREMENTS

Premium Payments: The insurance companies shall have no recourse against the CITY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to CITY'S approval.

CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Material Breach: Failure of the CONTRACTOR 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 the entire agreement.

Duration of Coverage: City must be an additional insured for completed operations for a period of one (1) year after completion of the work.

Project Reference: The Certificate of Insurance must reference the project specifically by project title

5-1.27.5 ENDORSEMENTS

Each Commercial General Liability policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled, material reduced, or materially changed without first giving thirty (30) days prior written notice to the City of Grass Valley."

"Provisions Regarding the Insured's Duties: Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City of Grass Valley, its elected or appointed officers, officials, employees or volunteers."

"Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached."

"The City of Grass Valley, and additional insureds, and all insureds officers, agents, outside parties hired to inspect and/or design the work, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

The City of Grass Valley's policy of insurance shall be excess and noncontributing. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the City of Grass Valley and additional insureds, with respect to any insurance or self-insurance programs maintained by the City of Grass Valley and additional insureds, and no insurance held or owned by the City of Grass Valley and additional insureds shall be called upon to contribute to a loss."

5-1.27.6 AUTOMOBILE LIABILITY INSURANCE

CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than One Million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

Endorsements: The endorsements listed above for General Liability shall also apply to the Automobile Liability Policy.

5-1.28 WARRANTY

Should any failure of the work occur within a period of one year from the acceptance of the project by the Grass Valley City Council due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his or her expense in accordance with the Special Provisions and to the satisfaction of the Engineer.

Security for this warranty shall be in the form of the Performance Bond, required elsewhere in these specifications, which shall remain in effect for a period of one (1) year after acceptance of the project by the Grass Valley City Council. The Performance Bond will not be reduced to an amount less than the bid amount of the project prior to the expiration of the one (1) year warranty period.

The City is hereby authorized to make such repairs, or to have such repairs made by others, if the Contractor fails to make such repairs, or to have such repairs made by others, if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) days after receiving written notice of such failure or within a time specified in the notice if different; provided, however, that in case of an emergency where, in the opinion of the Engineer, that delay would cause serious loss or damages, or a serious hazard to the public, and a reasonable attempt has been made to notify the Contractor, the repairs may be made without prior notice to the Contractor; and the Contractor's sureties shall be liable for the entire cost thereof.

SECTION 6 (BLANK)

SECTION 7 (BLANK)

SECTION 8 (BLANK)

SECTION 9 (BLANK)

SECTION 10 CONSTRUCTION DETAILS

SECTION 10-1 GENERAL

10-1.01 SCOPE OF WORK

The scope of work, in general, includes; the purchase of a new Sludge Heater/Boiler, the removal of the existing equipment and it's disposal, and the installation of the new equipment. Other related items not mentioned above, that are required by the plans, specifications or these Special Provisions shall be performed, placed, constructed, or installed.

10-1.02 REQUEST FOR INFORMATION

All Requests for Information (RFI's) from the Contractor shall be submitted in writing to the Engineer, and shall be numbered sequentially as they are generated. The Engineer will have 5 working days from the date of receipt of each RFI to provide a response to the Contractor. All requests must come from the prime Contractor, the Engineer will not respond to RFI's received directly from subcontractors.

If the response provided by the Engineer is not satisfactory for the Contractor, the RFI may be re-submitted with more detailed requests noting the particular areas that have not been addressed. The Engineer will have three (3) working days to respond to the second request from the Contractor. If the second response is still not satisfactory to the Contractor, a meeting will be scheduled to resolve any outstanding items that have not been properly addressed.

A Request for Information shall only be used for obtaining information or clarification on project documents. The RFI process is not the proper media for notification of potential claims, writing letters, requesting a change order, etc. If the Contractor wishes to file a Notice of Potential Claim, it shall be filed in accordance with Section 5-1.43, "Potential Claims and Dispute Resolution," of the Standard Specifications.

10-1.03 WATER POLLUTION CONTROL

10-1.03.1 GENERAL

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications, section of these Special Provisions entitled "Relations With California Regional Water Quality Control Board," and these Special Provisions.

The Contractor shall perform water pollution control work in conformance with the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and addenda in effect on the day the Notice to Contractors is dated. This manual is referred to as the "Preparation Manual." Copies of the Preparation Manual may be obtained from:

State of California
 Department of Transportation
 Publication Distribution Unit
 1900 Royal Oaks Drive
 Sacramento, California 95815
 Telephone: (916) 445-3520

The Preparation Manual and other references for performing water pollution control work are available from the Department's Construction Storm Water and Water Pollution Control web site at: <http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>.

The Contractor shall know and fully comply with applicable provisions of the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both the project site and areas of disturbance outside the project limits during construction. Attention is directed to Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications and these Special Provisions.

Water pollution control requirements shall apply to storm water and non-storm water discharges from areas outside the project site that are directly related to construction activities for this contract including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards and access roads. The Contractor shall comply with the Manuals for those areas and shall implement, inspect and maintain the required water pollution control practices. Installing, inspecting and maintaining water pollution control practices on areas outside the highway right of way not specifically arranged and provided for by the Department for the execution of this contract, will not be paid for.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the City as a result of the Contractor's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the Department or the Contractor, including those levied under the Federal Clean Water Act and the

State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the Department shall provide copies of correspondence, notices of violations, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency.

10-1.03.2 WATER POLLUTION CONTROL IMPLEMENTATION

Unless otherwise specified, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices. Unless otherwise directed by the Engineer, the Contractor's responsibility for "Water Pollution Control" implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.06, "Suspensions," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these Special Provisions.

If the Contractor or the Engineer identifies a deficiency in the implementation of the "Water Pollution Control" practices, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section. Attention is directed to Section 5-1.03, "Engineer's Authority," of the Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control," the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

10-1.03.3 PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in "Water Pollution Control" including, but not limited to installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices including non-storm water management, waste management and materials pollution water pollution control practices, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the various items of work requiring these activities, and no additional compensation will be allowed therefore.

10-1.03.4 CONSTRUCTION SITE MANAGEMENT

Construction site management shall consist of controlling potential sources of water pollution before they come in contact with storm water systems or watercourses. The Contractor shall control material pollution and manage waste and non-storm water existing at the construction site by implementing effective handling, storage, use, and disposal practices.

The Contractor shall train all employees and subcontractors regarding:

- A. Material pollution prevention and control;
- B. Waste management;
- C. Non-storm water management;
- D. Identifying and handling hazardous substances; and
- E. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances.

Training shall take place before starting work on this project. New employees shall receive the complete training before starting work on this project. The Contractor shall have regular meetings to discuss and reinforce spill prevention and control; material delivery, storage, use, and disposal; waste management; and non-storm water management procedures.

Instructions for material and waste handling, storage, and spill reporting and cleanup shall be posted at all times in an open, conspicuous, and accessible location at the construction site.

Non-hazardous construction site waste and excess material shall be recycled when practical or disposed of in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement," of the Standard Specifications, unless otherwise specified.

Vehicles and equipment at the construction site shall be inspected on a frequent, predetermined schedule, and by the operator each day of use. Leaks shall be repaired immediately, or the vehicle or equipment shall be removed from the construction site.

10-1.03.4.1 SPILL PREVENTION AND CONTROL

The Contractor shall implement spill and leak prevention procedures when chemicals or hazardous substances are stored. Spills of petroleum products; substances listed under CFR Title 40, Parts 110, 117, and 302; and sanitary and septic waste shall be contained and cleaned up as soon as is safe.

Minor spills involve small quantities of oil, gasoline, paint, or other material that can be controlled by the first responder upon discovery of the spill. Cleanup of minor spills includes:

- A. Containing the spread of the spill,
- B. Recovering the spilled material using absorption,
- C. Cleaning the contaminated area, and
- D. Disposing of contaminated material promptly and properly.

Semi-significant spills are those that can be controlled by the first responder with the help of other personnel. Cleanup of semi-significant spills shall be immediate. Cleanup of semi-significant spills includes:

- A. Containing the spread of the spill;
- B. Recovering the spilled material using absorption if the spill occurs on paved or an impermeable surface;
- C. Containing the spill with an earthen dike and digging up contaminated soil for disposal if the spill occurs on dirt;
- D. Covering the spill with plastic or other material to prevent contaminating runoff if the spill occurs during precipitation; and
- E. Disposing of contaminated material promptly and properly.

Significant or hazardous spills are those that cannot be controlled by construction personnel. Notifications of these spills shall be immediate. The following steps shall be taken:

- A. Construction personnel shall not attempt to cleanup the spill until qualified staff have arrived;
- B. Notify the Engineer and follow up with a written report;
- C. Obtain the services of a spills contractor or hazardous material team immediately;
- D. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept on the construction site;
- E. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550;
- F. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities in conformance with CFR Title 40, Parts 110, 119, and 302;
- G. Notify other agencies as appropriate, including:
 - 1. Fire Department,
 - 2. Public Works Department,
 - 3. Highway Patrol,
 - 4. City Police or County Sheriff Department,
 - 5. Department of Toxic Substances,
 - 6. California Division of Oil and Gas,
 - 7. Cal OSHA, or
 - 8. Regional Water Resources Control Board.

The contractor shall oversee and enforce proper spill prevention and control measures. Minor, semi-significant, and significant spills shall be reported to the contractor who shall notify the Engineer immediately.

The Contractor shall prevent spills from entering storm water runoff before and during cleanup. Spills shall not be buried or washed with water.

The Contractor shall keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored. Plastic shall be placed under paving equipment when not in use to catch drips.

10-1.03.4.2 MATERIAL MANAGEMENT

Material shall be delivered, used, and stored for this contract in a manner that minimizes or eliminates discharge of material into the air, storm drain systems, or watercourses.

The Contractor shall implement the practices described in this section when taking delivery of, using, or storing the following materials:

- A. Hazardous chemicals including:
 - 1. Acids,
 - 2. Lime,
 - 3. Glues,
 - 4. Adhesives,
 - 5. Paints,
 - 6. Solvents, and
 - 7. Curing compounds;
- B. Soil stabilizers and binders;
- C. Fertilizers;
- D. Detergents;
- E. Plaster;
- F. Petroleum products including:
 - 1. Fuel,
 - 2. Oil, and
 - 3. Grease;
- G. Asphalt components and concrete components; and
- H. Pesticides and herbicides.

The Contractor shall supply the Material Safety Data Sheet to the Engineer for material used or stored. The Contractor shall keep an accurate inventory of material delivered and stored at the construction site.

Employees trained in emergency spill cleanup procedures shall be present when hazardous materials or chemicals are unloaded.

The Contractor shall use recycled or less hazardous products when practical.

Application of herbicides and pesticides shall be performed by a licensed applicator. The Contractor shall complete the Report of Chemical Spray forms when spraying herbicides or pesticides, and shall submit a copy to the Engineer before application.

Material Storage

The Contractor shall store liquids, petroleum products, and substances listed in CFR Title 40, Parts 110, 117, and 302 in containers or drums approved by the United States Environmental Protection Agency, and place them in secondary containment facilities.

Secondary containment facilities shall be impervious to the materials stored there for a minimum contact time of 72 hours.

Throughout the rainy season secondary containment facilities shall be covered during non-working days and when precipitation is predicted. Secondary containment facilities shall be adequately ventilated.

The Contractor shall keep the secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, accumulated liquid shall be collected and placed into drums within 24 hours. These liquids shall be handled as hazardous waste in accordance with the provisions in "Hazardous Waste" of these Special Provisions, unless testing determines them to be non-hazardous.

Incompatible materials, such as chlorine and ammonia, shall not be stored in the same secondary containment facility.

Materials shall be stored in the original containers with the original product labels maintained in legible condition. Damaged or illegible labels shall be replaced immediately.

The secondary containment facility shall have the capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or all of the volume of the largest container within the facility, whichever is greater.

The Contractor shall store bagged or boxed material on pallets. Throughout the rainy season, bagged or boxed material shall be protected from wind and rain during non-working days and when precipitation is predicted.

The Contractor shall provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas shall be kept clean, well-organized, and equipped with cleanup supplies appropriate for the materials being stored.

The Contractor shall repair or replace perimeter controls, containment structures, covers, and liners as needed. Storage areas shall be inspected before and after precipitation, and at least weekly during other times.

Stockpile Management

The Contractor shall reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood. Stockpiles shall be located out of floodplains when possible, and at least 50 feet from concentrated flows of storm water, drainage courses, or inlets unless written approval is obtained from the Engineer.

The Contractor may discontinue adding or removing material for up to 21 days and a stockpile will still be considered active.

The Contractor shall protect active stockpiles with plastic or geotextile cover, soil stabilization measures, or with linear sediment barrier when precipitation is predicted. Active stockpiles of cold mix asphalt concrete shall be placed on an impervious surface and covered with plastic when precipitation is predicted.

The Contractor shall protect inactive soil stockpiles with a plastic or geotextile cover, or with soil stabilization measures at all times during the rainy season. A linear sediment barrier around the perimeter of the stockpile shall also be used. During the non-rainy season soil stockpiles shall be covered and protected with a linear sediment barrier when precipitation is predicted. The Contractor shall control wind erosion during dry weather as provided in "Dust Control," of the Standard Specifications.

Stockpiles of Portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, or aggregate sub-base shall be covered with plastic or geotextile, or protected with a linear sediment barrier at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of cold mix asphalt concrete shall be placed on and covered with impermeable material at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of pressure treated wood shall be covered with impermeable material and placed on pallets at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

The Contractor shall repair or replace linear sediment barriers and covers as needed or as directed by the Engineer to keep them functioning properly. Sediment shall be removed when it accumulates to 1/3 of the linear sediment barrier height.

10-1.03.4.3 WASTE MANAGEMENT

Solid Waste

The Contractor shall not allow litter or debris to accumulate anywhere on the construction site, including storm drain grates, trash racks, and ditch lines. The Contractor shall pick up and remove trash and debris from the construction site at least once a week. The contractor shall monitor solid waste storage and disposal procedures on the construction site. The Contractor shall provide enough dumpsters of sufficient size to contain the solid waste generated by the project. Dumpsters shall be emptied when refuse reaches the fill line. Dumpsters shall be watertight. The Contractor shall not wash out dumpsters on the construction site. The Contractor shall provide additional containers and more frequent pickup during the demolition phase of construction

Solid waste includes:

- A. Brick,
- B. Mortar,
- C. Timber,
- D. Metal scraps,
- E. Sawdust,
- F. Pipe,
- G. Electrical cuttings,

- H. Non-hazardous equipment parts,
- I. Styrofoam and other packaging materials,
- J. Vegetative material and plant containers from highway planting, and
- K. Litter and smoking material, including litter generated randomly by the public.

Trash receptacles shall be provided and used in the Contractor's yard, field trailers, and locations where workers gather for lunch and breaks.

Hazardous Waste

The Contractor shall implement hazardous waste management practices when waste is generated on the construction site from the following substances:

- A. Petroleum products,
- B. Asphalt products,
- C. Concrete curing compound,
- D. Pesticides,
- E. Acids,
- F. Paints,
- G. Stains,
- H. Solvents,
- I. Wood preservatives,
- J. Roofing tar, and
- K. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302.

Nothing in these Special Provisions shall relieve the Contractor of the responsibility for compliance with Federal, State, and local laws regarding storage, handling, transportation, and disposal of hazardous wastes.

The CONTRACTOR shall oversee and enforce hazardous waste management practices. Production of hazardous materials and hazardous waste on the construction site shall be kept to a minimum. Perimeter controls, containment structures, covers, and liners shall be repaired or replaced when damaged.

The Contractor shall have a laboratory certified by the California Department of Public Health (CDPH) sample and test waste when hazardous material levels are unknown to determine safe methods for storage and disposal.

The Contractor shall segregate potentially hazardous waste from non-hazardous waste at the construction site. Hazardous waste shall be handled, stored, and disposed of as required in California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

The Contractor shall store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated as required in California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Hazardous waste containers shall be kept in temporary containment facilities conforming to the provisions in "Material Storage" of these Special Provisions.

There shall be adequate storage volume and containers shall be conveniently located for hazardous waste collection. Containers of hazardous waste shall not be overfilled and hazardous wastes shall not be mixed. Containers of dry waste that are not watertight shall be stored on pallets. The Contractor shall not allow potentially hazardous waste to accumulate on the ground. Hazardous waste shall be stored away from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall clean water based or oil based paint from brushes or equipment within a contained area and shall not contaminate soil, watercourses, or storm drain systems. Paints, thinners, solvents, residues, and sludges that cannot be recycled or reused shall be disposed of as hazardous waste. When thoroughly dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths shall be disposed of as solid waste.

The Contractor shall dispose of hazardous waste within 90 days of being generated. Hazardous waste shall be disposed of by a licensed hazardous waste transporter using uniform hazardous waste manifest forms and taken to a Class I Disposal Site. A copy of the manifest shall be provided to the Engineer.

Contaminated Soil

The Contractor shall identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination shall be sampled and tested by a laboratory certified by CDPH. If levels of contamination are found to be hazardous, the soil shall be handled and disposed of as hazardous waste.

The Contractor shall prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

- A. Berms,
- B. Cofferdams,
- C. Grout curtains,
- D. Freeze walls, or
- E. Concrete seal course.

If water mixes with contaminated soil and becomes contaminated, the water shall be sampled and tested by a laboratory certified by the CDPH. If levels of contamination are found to be hazardous, the water shall be handled and disposed of as hazardous waste.

Concrete Waste

The Contractor shall implement practices to prevent the discharge of Portland cement concrete or asphalt concrete waste into storm drain systems or watercourses.

Portland cement concrete or asphalt concrete waste shall be collected at the following locations and disposed of:

- A. Where concrete material, including grout, is used;
- B. Where concrete dust and debris result from demolition;
- C. Where sawcutting, coring, grinding, grooving, or hydro-concrete demolition of Portland cement concrete or asphalt concrete creates a residue or slurry; or
- D. Where concrete trucks or other concrete-coated equipment is cleaned at the construction site.

Sanitary and Septic Waste

Wastewater from sanitary or septic systems shall not be discharged or buried within the Department right of way. The CONTRACTOR shall inspect sanitary or septic waste storage and monitor disposal procedures at least weekly. Sanitary facilities that discharge to the sanitary sewer system shall be properly connected and free from leaks.

The Contractor shall obtain written approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system, and provide a copy to the Engineer. The Contractor shall comply with local health agency requirements when using an on-site disposal system.

Liquid Waste

The Contractor shall not allow construction site liquid waste, including the following, to enter storm drain systems or watercourses:

- A. Drilling slurries or fluids,
- B. Grease-free or oil-free wastewater or rinse water,
- C. Dredgings,
- D. Liquid waste running off a surface including wash or rinse water, or
- E. Other non-storm water liquids not covered by separate permits.

The Contractor shall hold liquid waste in structurally sound, leak proof containers such as:

- A. Sediment traps,
- B. Roll-off bins, or
- C. Portable tanks.

Liquid waste containers shall be of sufficient quantity and volume to prevent spills and leaks. The containers shall be stored at least 50 feet from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall remove and dispose of deposited solids from sediment traps as provided in "Solid Waste" of these Special Provisions, unless determined infeasible by the Engineer.

Liquid waste may require testing to determine hazardous material content before disposal.

Drilling fluids and residue shall be disposed of outside the highway right of way. If the Engineer determines that an appropriate location is available, fluids and residue exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by infiltration and evaporation in a leak proof container. The remaining solid waste may be disposed of as provided in "Solid Waste" of these Special Provisions.

10-1.03.4.4 NON-STORM WATER MANAGEMENT

Water Control and Conservation

The Contractor shall prevent erosion or the discharge of pollutants into storm drain systems or watercourses by managing the water used for construction operations. The Contractor shall obtain the Engineer's approval before washing anything on the construction site with water that could discharge into a storm drain system or watercourse. Discharges shall be reported to the Engineer immediately.

The Contractor shall implement water conservation practices when water is used on the construction site. Irrigation areas shall be inspected and watering schedules shall be adjusted to prevent erosion, excess watering, or runoff. The Contractor shall shut off the water source to broken lines, sprinklers, or valves, and they shall be repaired as soon as possible. When possible, water from waterline flushing shall be reused for landscape irrigation. Paved areas shall be swept and vacuumed, not washed with water.

Construction water runoff, including water from water line repair, shall be directed to areas to infiltrate into the ground and shall not be allowed to enter storm drain systems or watercourses. Spilled water shall not be allowed to escape water truck filling areas. When possible, the Contractor shall direct water from off-site sources around the construction site, or shall minimize contact with the construction site.

Illegal Connection and Discharge Detection and Reporting

The Contractor shall inspect the construction site and the site perimeter before beginning work for evidence of illegal connections, discharges, or dumping. Subsequently, the construction site and perimeter shall be inspected on a frequent, predetermined schedule.

The Contractor shall immediately notify the Engineer when illegal connections, discharges, or dumping are discovered. The Contractor shall take no further action unless directed by the Engineer. Unlabeled or unidentifiable material shall be assumed to be hazardous.

The Contractor shall look for the following evidence of illegal connections, discharges, or dumping:

- A. Debris or trash piles,
- B. Staining or discoloration on pavement or soils,
- C. Pungent odors coming from drainage systems,
- D. Discoloration or oily sheen on water,
- E. Stains or residue in ditches, channels or drain boxes,
- F. Abnormal water flow during dry weather,
- G. Excessive sediment deposits,
- H. Nonstandard drainage junction structures, or
- I. Broken concrete or other disturbances near junction structures.

Vehicle and Equipment Cleaning

The Contractor shall limit vehicle and equipment cleaning or washing on the construction site to that necessary to control vehicle tracking or hazardous waste. Vehicles and equipment shall not be cleaned on the construction site with soap, solvents, or steam until the Engineer has been notified. The resulting waste shall be contained and recycled, or disposed of as provided in "Liquid Waste" or "Hazardous Waste" of these Special Provisions, whichever is applicable. The Contractor shall not use diesel to clean vehicles or equipment, and shall minimize the use of solvents.

The Contractor shall clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, vehicles and equipment shall be cleaned or washed in an outside area with the following characteristics:

- A. Located at least 50 feet from storm drainage systems or watercourses,
- B. Paved with asphalt concrete or Portland cement concrete,
- C. Surrounded by a containment berm, and
- D. Equipped with a sump to collect and dispose of wash water.

When washing vehicles or equipment with water, the Contractor shall use as little water as possible. Hoses shall be equipped with a positive shutoff valve.

Wash racks shall discharge to a recycle system or to another system approved by the Engineer. Sumps shall be inspected regularly, and liquids and sediments shall be removed as needed.

Vehicle and Equipment Fueling and Maintenance

The Contractor shall fuel or perform maintenance on vehicles and equipment off the construction site whenever practical. When fueling or maintenance must be done at the construction site, the Contractor shall designate a site, or sites, and obtain approval from the Engineer before using. The fueling or maintenance site shall be protected from storm water, shall be on level ground, and shall be located at least 50 feet from drainage inlets or watercourses. The CONTRACTOR shall inspect the fueling or maintenance site regularly. Mobile fueling or maintenance shall be kept to a minimum.

The Contractor shall use containment berms or dikes around the fueling and maintenance area. Adequate amounts of absorbent spill cleanup material and spill kits shall be kept in the fueling and maintenance area and on fueling trucks. Spill cleanup material and kits shall be disposed of immediately after use. Drip pans or absorbent pads shall be used during fueling or maintenance unless performed over an impermeable surface.

Fueling or maintenance operations shall not be left unattended. Fueling nozzles shall be equipped with an automatic shutoff control. Vapor recovery fueling nozzles shall be used where required by the Air Quality Management District. Nozzles shall be secured upright when not in use. Fuel tanks shall not be topped-off.

The Contractor shall recycle or properly dispose of used batteries and tires.

10-1.03.4.5 PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in spill prevention and control, material management, waste management, non-storm water management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in the contract prices paid for the items of work that require construction site management and no additional compensation will be allowed.

10-1.04 PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36 "Property and Facility Preservation," of the Standard Specifications and these Special Provisions.

Existing utilities and facilities shall be preserved and protected from damage by the Contractor. An effort has been made to show existing surface and underground structures on the plans, however not all infrastructure may be shown and infrastructure locations may be in different locations from those described. The Contractor is responsible for contacting all agencies and utility owners to verify the location of underground infrastructure prior to and during construction.

Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.05 COOPERATION

Attention is directed to Section 5-1.09, "Partnering," and Section 5-1.20, "Coordination with Other Entities," of the Standard Specifications and these Special Provisions. Attention is also directed to "General Requirements" of these Special Provisions.

Following is a list of some, but not necessarily all, of the utility companies that may have facilities in the project area:

<u>Utility Company</u>	<u>Contact Person</u>	<u>Telephone Number</u>
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Pacific Gas & Electric	Lee Wells	530-477-3260
AT&T	Astrid Willard	916-484-2388
Comcast Cable	Justin Haggin	530-790-3369
City of Grass Valley – Sewer/Water/Storm Drain	Public Works Department	530-274-4350

The Contractor shall coordinate with Pacific Gas and Electric Company for the removal, relocation, repair, or disturbance of any gas or electric facilities caused by project work.

The Contractor shall coordinate with the AT&T for the removal, relocation, repair, or disturbance of any telecommunications facilities caused by project work.

The Contractor shall coordinate with the Comcast Cable for the removal, relocation, repair, or disturbance of any cable television facilities caused by project work.

The Contractor shall coordinate with the City of Grass Valley for the removal, relocation, repair, or disturbance of any water, sewer storm drain facilities caused by project work.

Any utilities not listed above or damaged by the Contractor during the course of project work shall be repaired or replaced in cooperation with the affected utility company.

The Contractor shall provide sufficient notification to the affected utility company to allow time for scheduling and completion of the required work. Any delays resulting from the Contractor's failure to properly notify or schedule utility company work shall be at the Contractor's expense.

Full compensation for conforming to the provisions of this section shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.06 OBSTRUCTIONS

Attention is directed to Section 5-1.20, "Coordination with Other Entities," of the Standard Specifications and of these Special Provisions.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: natural gas in pipelines underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths, water mains, gravity sanitary sewer lines, and telephone conduits.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert – Northern California (USA)	1-800-227-2600

The Contractor is hereby notified that prior to commencing construction, he is responsible for contacting all utility companies for verification at the construction site of the locations of all underground facilities that may conflict with the placement of the improvements shown on the plans. Where potential conflict exists, the Contractor shall pothole existing utilities to determine their elevation. Call "Underground Service Alert" at 800-227-2600 forty-eight (48) hours before any excavation is started.

Full compensation for conforming to the provisions of this section, including exposing existing utilities, and any potholing, not otherwise provided for, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.07 BOILER REPLACEMENT SPECIFICATIONS

10-1.07.1 PURCHASE BOILER

The new boiler to be purchased is to meet or exceed the specifications provided for the existing equipment as listed here and shown in "Attachment B – Project Plans and Equipment Specifications." The existing boiler was furnished by Ralph B. Carter Company in 1986 and is Sludge Heater Model H658C42-G for Sewage and Natural Gas.

Full compensation for furnishing the required boiler, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, shall be included in the contract lump sum price for "Purchase Boiler" and no additional compensation will be allowed.

10-1.07.2 REPLACE BOILER

The existing boiler is installed in the boiler room next to the digester. There should be no issues with access for the replacement of the existing equipment.

It shall be the contractor's responsibility to dispose of the existing equipment that is to be removed.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in replacing the existing boiler with new equipment, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, shall be included in the contract lump sum price for "Replace Boiler" and no additional compensation will be allowed.

APPENDIX A – CONSTRUCTION CONTRACT

CONTRACT NO. _____

**CITY OF GRASS VALLEY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

CONSTRUCTION CONTRACT

THIS CONTRACT is made on the date set forth below, by and between the CITY OF GRASS VALLEY, a municipal corporation within the State of California (hereinafter "CITY"), and _____, a type in business form and state of license i.e. California Corporation, (hereinafter "CONTRACTOR"). The CITY and CONTRACTOR for the consideration hereinafter mentioned agree as follows:

ARTICLE 1: SCOPE OF WORK

- 1.1. CONTRACTOR agrees to furnish all work, labor, tools, materials, transportation, equipment, services, and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements as called for, and in the manner designated in, and in strict conformity with Contract No. _____ entitled: WASTEWATER TREATMENT PLANT BOILER REPLACEMENT PROJECT, NO. 26-01, hereafter "PROJECT", in compliance with the Contract Documents as described in Article 3.
- 1.2. CONTRACTOR understands and agrees that the work, labor, tools, materials, transportation, equipment, incidentals, services and other means of construction for the Project shall be furnished and the work performed as required in the Contract Documents under the sole direction and control of CONTRACTOR, and subject to the inspection and approval of the CITY, or its representatives.

ARTICLE 2: CONTRACT PRICE

- 2.1. The CITY agrees to pay and the CONTRACTOR agrees to accept, in full payment for the work above agreed to be done, the sum of _____ (\$ _____) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3: CONTRACT DOCUMENTS

- 3.1. The complete Contract consists of the following documents, to wit:
 - Notice to Contractors
 - Executed Proposal, including the Bidder's Bond and Non-Collusion Affidavit
 - Construction Contract
 - Project Plans for this Project
 - Special Provisions for this Project
 - City of Grass Valley Improvement Standards
 - Executed Performance Bond
 - Executed Labor and Materials Bond
 - Labor Code Section 1861 Certification
 - List of Subcontractors
- 3.2. Any and all obligations of the CITY and the CONTRACTOR are fully set forth and described in the above documents. All of the above documents are intended to be interpreted so that any work called for in one and not mentioned in another or vice versa is to be executed as if mentioned in all said documents. The documents comprising the complete Contract are sometimes collectively referred to as the Contract Documents.

ARTICLE 4: TIME FOR PERFORMANCE - LIQUIDATED DAMAGES

- 4.1. The Commencement date for determination of the time for completion shall be the date the City

engineer directs the CONTRACTOR to proceed, as stated in the Notice to Proceed. The CONTRACTOR shall complete all work required by the Contract within **10 working days** after said commencement date, as adjusted and provided for in the Contract Documents.

- 4.2. In the event CONTRACTOR does not complete all work required by the Contract within the time specified above, liquidated damages shall be imposed upon the CONTRACTOR. CONTRACTOR agrees that if all the work called for under this Contract in all parts and requirements is not completed within the performance time period set forth above, the CITY will be damaged. As it is and will be impracticable to ascertain and determine the actual damage the CITY will sustain, CONTRACTOR agrees to pay to CITY one thousand dollars (\$1000.00) per calendar day for each and every day(s) delay in finishing the work in excess of the working days described. Time is of the essence in this contract. CONTRACTOR further agrees that CITY may deduct the amount of these damages from any moneys due or that may become due the CONTRACTOR under this Contract. To the extent appropriate, as determined by CITY in its sole discretion, CITY shall administer this Article in accordance with the California Department of Transportation Standard Specifications Section 8-1.10 Liquidated Damages, latest edition.

ARTICLE 5: INDEMNITY & HOLD HARMLESS

- 5.1. The CITY, and all its officers, agents, employees, outside parties hired to inspect and/or design the work, and volunteers thereof connected with the work, including but not limited to, the City Engineer and the Engineer, shall not be answerable or accountable in any manner for the loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either worker or the public; or damage to property from any cause which may have been prevented by CONTRACTOR or his or her workers or anyone employed by him/her.
- 5.2. CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its acceptance.
- 5.3. The CONTRACTOR shall indemnify and save harmless the CITY, and its officials, officers, agents, employees, or consultants and volunteers thereof connected with the work, including but not limited to, the City Engineer and the Engineer, from all claims, suits, or actions of every name, kind, and description brought forth on or on account of injuries to or death of any person, including but not limited to, workers or the public or damage to property resulting from the performance of the contract except as otherwise provided by statute or section 5.6 below. CONTRACTOR's duty to indemnify and save harmless include the duties to defend as set forth in Civil Code Section 2778.
- 5.4. With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights to any type of express or implied indemnity against the CITY, its officials, officers, employees, agents, consultants, or volunteers.
- 5.5. It is the intent of the parties that the CONTRACTOR will indemnify and hold harmless the CITY, its officers, employees, agents and volunteers, from any and all claims, suits, or actions as set forth above, regardless of the existence or degree of fault or negligence on the part of the CITY, the CONTRACTOR, the subcontractors or employees of any of these, other than the sole or gross negligence of the CITY, its officials, officers, employees, agents, consultants, or volunteers.
- 5.6. In compliance with and pursuant to Government Code § 4215, CITY shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by CITY in the plans and specifications made a part of the invitation for bids. CITY shall compensate CONTRACTOR for its reasonable and actual costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of CITY or the owner of the

utility to provide for removal or relocation of such utility facilities.

ARTICLE 6: INSURANCE

6.1. Throughout the period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. CONTRACTOR shall file with CITY certificate(s) of Insurance and endorsements, in a form acceptable to CITY, and consistent with this agreement at the time of execution of this agreement. The insurance company must be acceptable to CITY, with a Best's Rating of no less than A:VII. Documentation of such rating acceptable to the CITY shall be provided at the same time Insurance Certificates are submitted. The Current evidence of coverage provided to the City shall be for the entire required period of insurance, including the one (1) year warranty period.

6.1.1 Any deductibles must be declared to, and approved by, the City.

6.2. In the event any of the required policies are canceled or expire before the completion of the project and the CONTRACTOR does not furnish a new certificate(s) of insurance before cancellation or expiration, the CITY may obtain the required insurance and deduct the premium(s) from Contract monies due the CONTRACTOR.

6.3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

6.3.a. The CONTRACTOR shall maintain adequate Workers' Compensation Insurance under the Laws of the State of California. CONTRACTOR shall fully comply with the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, before commencing the performance of the work.

6.3.b. By CONTRACTOR'S signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and he/she will comply with such provisions before commencing the performance of this Contract.

6.3.c. If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

6.3.d. CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation Insurance. Certificates of such Workers' Compensation shall be filed forthwith with the CITY upon demand.

6.3.e. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than the following:

- One Million dollars (\$1,000,000) each accident for bodily injury by accident
- One Million dollars (\$1,000,000) policy limit for bodily injury by disease
- One Million dollars (\$1,000,000) each employee for bodily injury by disease

6.3.f. If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

6.3.g. Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Grass Valley."

Waiver of Subrogation: “The Insurance Company agrees to waive all rights of subrogation against the Entity, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the Entity.”

6.4. GENERAL LIABILITY INSURANCE:

- 6.4.a. Comprehensive General Liability or Commercial General Liability insurance no less broad than ISO form CG 00 01, covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: premises, operations; products and completed operations; contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury liability.
- 6.4.b. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR’S work under the Contract. One of the following forms is required: Commercial General Liability (Occurrence); or Commercial General Liability (Claims Made).
- 6.4.c. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:
1. The limits of liability shall not be less than:
 - One Million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One Million dollars (\$1,000,000) for Personal Injury Liability
 - Two Million dollars (\$2,000,000) for Products-Completed Operations
 - Two Million dollars (\$2,000,000) General Aggregate
 2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be Two Million dollars (\$2,000,000).
- 6.4.d. Special Claims Made Policy Form Provisions:
- CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the prior written consent of CITY, which consent, if given, shall be subject to the following conditions:
1. The limits of liability shall not be less than:
 - One Million dollars (\$1,000,000) each Occurrence (combined single limit for bodily injury and property damage)
 - One Million dollars (\$1,000,000) for Personal Injury Liability
 - Two Million dollars (\$2,000,000) Aggregate for Products Completed Operations
 - Two Million dollars (\$2,000,000) General Aggregate
 2. The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the Contract to provide insurance coverage for the hold harmless provisions herein if the policy is a Claims Made Policy.

6.5. CONFORMITY OF COVERAGES:

- 6.5.a. If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these

minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies if approved by the CITY as noted above. In no case shall the types of coverages be different.

6.6. ADDITIONAL REQUIREMENTS:

- 6.6.a. Premium Payments: Insurers shall have no recourse against the CITY, its funding agencies, its officers and employees, or any of them for payment of any premiums or assessments under any policy.
- 6.6.b. Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to CITY'S approval.
- 6.6.c. CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- 6.6.d. Material Breach: Failure of the CONTRACTOR 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 the entire agreement.
- 6.6.e. Duration of Coverage: City must be an additional insured for completed operations for a period of one (1) year after completion of the work.
- 6.6.f. Project Reference: The Comprehensive or Commercial General Certificate of Insurance must reference the project specifically by project title.

6.7. ENDORSEMENTS:

- 6.7.a. Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled, materially reduced, or materially changed without first giving thirty (30) days prior written notice to the City of Grass Valley."

Waiver of Subrogation: "The Insurance Company agrees to waive all rights of subrogation against the City of Grass Valley, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City of Grass Valley."

"Provisions Regarding the Insured's Duties: " Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Entity, its elected or appointed officers, officials, employees or volunteers."

"Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached."

"The City of Grass Valley, and additional insureds, and all insureds officers, agents, outside parties hired to inspect and/or design the work, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

The City of Grass Valley's policy of insurance shall be excess and noncontributing: "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the City of Grass Valley and additional insureds, with respect to any insurance or self-insurance programs maintained by the City of Grass Valley and additional insureds, and no insurance held or owned by the City of Grass Valley and additional insureds shall be called upon to contribute to a loss."

6.8. AUTOMOBILE LIABILITY INSURANCE:

- 6.8.a. CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than One Million dollars (\$1,000,000) combined single limit for each occurrence.
- 6.8.b. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.
- 6.8.c. Endorsements: The endorsements listed above for each Comprehensive or General Liability Policy shall also apply to the Automobile Liability Policy.
- 6.8.d. Required Evidence of Coverage: Properly completed Certificate of Insurance.

ARTICLE 7: PRECEDENCE IN CONFLICTING DOCUMENTS

- 7.1. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control and nothing herein shall be considered as acceptance of any terms of that proposal conflicting herewith.

ARTICLE 8: BOND REQUIREMENTS

- 8.1. CONTRACTOR shall furnish both a Faithful Performance Bond and a Payment Bond (hereinafter collectively "Bonds") in the full amount of the Contract on the forms provided by the CITY. CITY shall retain the Performance Bond for a one-year guarantee period from the date of the CITY'S acceptance of the work.
- 8.2. The bonds shall be obtained from a California admitted surety licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety shall furnish reports as to its financial condition from time to time upon request by CITY.
- 8.3. In case of any conflict between the terms of the Contract and the terms of the Bonds, the terms of the Contract shall control and the Bonds shall be deemed to be amended thereby.
- 8.4. CONTRACTOR agrees to obtain the consent of the surety, if required, to any change, extension of time, alteration, or addition to any of the terms of the Contract Documents.

ARTICLE 9: COMPLIANCE WITH LAWS

- 9.1. CONTRACTOR is an independent contractor and shall, at its sole cost and expense comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits (unless the Contract Documents specifically state elsewhere that CITY shall obtain a particular permit) and licenses therefore, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and State taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to CONTRACTOR'S employees, whether levied under existing or subsequently enacted laws, rules or regulations. CONTRACTOR shall also pay all property tax assessments on materials or equipment used until acceptance by CITY. If any discrepancy or inconsistency is discovered in any of the Contract Documents in relation to any such law, rule, ordinance, regulation, order, or decree, the CONTRACTOR shall forthwith report the same to the CITY in writing.
- 9.2. Without limitation, materials furnished and performance by CONTRACTOR hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable state or federal regulations.
- 9.3. CONTRACTOR, upon request, shall furnish evidence satisfactory to CITY that any or all of the foregoing obligations have been or are being fulfilled. CONTRACTOR warrants to CITY that it is

licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the work, and that it has, or will have, throughout the progress of the work, the necessary experience, skill, and financial resources to perform this Contract.

- 9.4.** CONTRACTOR is required to ensure that material safety data sheets (MSDS's) for any material requiring a MSDS pursuant to any federal or state law are available in a readily accessible place on the Project premises. CONTRACTOR is also required to ensure (a) the proper labeling of any substance brought onto the Project premises by CONTRACTOR or any subcontractors or material suppliers, and (b) that the person(s) working with the material, or within the general area of the material, are appropriately informed about the hazards of the substance and follow proper handling and protection procedures.
- 9.5.** CONTRACTOR is required to comply with Health & Safety Sections 25249.5 et seq. (Prop. 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.
- 9.6.** CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all regulations or other requirements issued pursuant to that Act, including, without limitation, United States Department of Agriculture nondiscrimination regulations found at 7 CFR Part 15.
- 9.7.** CONTRACTOR shall give notice of hazardous materials and certain changed conditions in jobs involving trenching more than four feet deep, in accordance with Public Contract Code § 7104.
- 9.8.** CONTRACTOR and CITY shall comply with the following provisions
- Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
 - Public Contract Code §§ 9204, 20104 requires the City and contractors to follow a claims resolution process for public works contract disputes
 - Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
 - Public Contract Code §§ 10263, 22300 which allow CONTRACTOR to substitute securities for any monies withheld by the AGENCY to ensure performance under the Contract.
 - Pursuant to Labor Code § 1776 each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records enumerated here shall be verified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.
 - Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - The information contained in the payroll record is true and correct.
 - The employer has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
 - CONTRACTOR 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 years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of CITY. In addition, pursuant to Government Code Section 8546.7, 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 years after final payment under the Agreement.

- Public Contract Code § 10198.2 requires CONTRACTOR to provide an enforceable commitment that it and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of that Code.
- California Labor Code § 1725.5 requires CONTRACTOR be registered with the Department of Industrial Relations; possess applicable licenses in accordance with Chapter 9 of Division 3 of the Business and Professions Code; not have any delinquent liability for any assessment of back wages or related damages; not currently be debarred from public works; and be lawfully registered with no outstanding renewal fees.
- CONTRACTOR must comply with statutory requirements relating to certified copies of payroll, pursuant to California Labor Code § 1776.
- CONTRACTOR must comply with the statutory requirements relating to the employment of apprentices, including the payment of prevailing wages for required pre-employment training or testing, pursuant to California Labor Code § 1777.5, for contracts of \$30,000 or more.
- CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by the Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. The CONTRACTOR shall forfeit as a penalty to CITY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by the CONTRACTOR or by any Subcontractor of the CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the provisions of said Labor Code.
- Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code section 1771 and Labor Code section 1725.5 requiring registration with the Department of Industrial Relations (DIR). Contractors shall be registered through the Department of Industrial Relation's (DIR) Public Works Program for state and local public works contracts, for maintenance work valued at more than \$15,000.

ARTICLE 10: PROGRESS SCHEDULE

- 10.1.** The CONTRACTOR shall submit within 10 days (or as specified in the Special Provisions for this Project) after execution of the Contract a detailed work schedule or schedules that details the actions of the CONTRACTOR and Subcontractors working at the Site in accordance with the requirements specified in Special Provisions. This schedule(s) shall show the dates at which the CONTRACTOR will start and complete the several parts of the work and shall conform to the completion time specified in the Contract. The CITY may comment on the work schedule. Acceptance of the schedule by CITY shall not constitute approval of the Plan by CONTRACTOR for completion of the work

- 10.2.** The CONTRACTOR shall review and, if necessary, revise the progress schedule at least once a month or as specified in the Special Provisions for this Project. In any event, the CONTRACTOR shall submit a current schedule to the Engineer at the Engineer's request at any time during the Contract period.
- 10.3.** No progress payments will be made for any work performed until a satisfactory schedule has been submitted and approved by the Engineer. An updated schedule shall be required from the CONTRACTOR if the project falls 10 working days behind schedule. For delays or portions of delays for which the CONTRACTOR is responsible, no payment will be made or time extension allowed for increase in work force, equipment, and working hours needed to put the Project on schedule.

ARTICLE 11: PROMPT PAYMENT PROVISIONS

- 11.1.** Prompt payment provisions in accordance with Section 20104.50 of the Public Contract Code shall apply to this agreement.
- 11.2.** If CITY fails to make a progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONTRACTOR, CITY shall pay interest to CONTRACTOR equivalent to 0.833% per month (10% per annum).
- 11.3.** CITY shall review each payment request as soon as practicable after receipt to determine whether the payment request is proper. The CITY shall return any payment request determined to be improper to CONTRACTOR as soon as practicable, but not later than seven days after receipt. A request returned pursuant to this paragraph shall be accompanied by a writing setting forth why the payment request is improper.

ARTICLE 12: ANTITRUST CLAIM ASSIGNMENT

- 12.1.** CONTRACTOR and all subcontractors offer and agree to assign to CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment shall be made and become effective when the CITY tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE 13: PREVAILING WAGES

- 13.1.** CONTRACTOR acknowledges that it has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations. The CONTRACTOR agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements and Labor Code section 1770 et seq. CONTRACTOR agrees specifically to comply with the provisions of Labor Code sections 1720, 1773.3, 1776, and 1777.5, as well as Section 7 of the Department of Transportation Standard Specifications and these Contract Documents.
- 13.2.** Contractor acknowledges that this contract is subject to prevailing wage law, including, but not limited to, California Labor Code Sections 1773.2 and 1775 as follows:

The Contractor shall pay the prevailing wage rates for all work performed under the Contract. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Contractor shall forfeit as a penalty to City \$200.00, or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Contract employed in the execution of the work by Contractor or by any Subcontract under Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the

prevailing wage rate shall be paid to each worker by the Contractor.

ARTICLE 14: SEVERABILITY.

- 14.1. Nothing contained in the Contract Documents shall be construed to require the commission of any act contrary to law. Should a conflict arise between any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract or act, the latter shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as previously mentioned, such illegality shall not affect the validity of this Contract.

ARTICLE 15: COMPLETE AGREEMENT

- 15.1. These Contract Documents supersede any and all agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party, which is not embodied herein, or any other agreement, statement, or promise not contained in these Contract Documents shall be valid and binding.

ARTICLE 16: INTERPRETATION

- 16.1. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- 16.2. In case of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

ARTICLE 17: GOVERNING LAW

- 17.1. This Contract is subject to the laws and jurisdiction of the State of California. Venue for any legal proceeding brought in conjunction with this Contract shall be the Superior Court of the County of Nevada, State of California. Contractor waives any federal court removal rights it may have pursuant to any applicable law.

ARTICLE 18: BID ITEMS

ITEM NO.	DESCRIPTION	UNIT OF MEAS.	EST. QTY.	UNIT PRICE	TOTAL COST
1	Purchase Boiler	LS	1		
2	Replace Boiler	LS	1		

TOTAL COST: \$ _____

Name of Contractor/Company

WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

**“CITY”
CITY OF GRASS VALLEY**

By: _____
Hillary Hodge, Mayor

Date: _____

Award of Contract No. _____
By the City Council On:

Date: _____

APPROVED AS TO PROCEDURE

By: _____
Bjorn P. Jones, PE
City Engineer

Date: _____

APPROVED AS TO FORM

By: _____
David J. Ruderman, Esq.
City Attorney

Date: _____

ATTEST:

By: _____
Taylor Whittingslow
City Clerk

Date: _____

“CONTRACTOR”
(Type full legal name of contractor, entity type, state of organization here)

By: _____
Officer Signature # 1
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

By: _____
Officer Signature # 2
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

Licensed in accordance with an act providing for the registration of Contractors,

Contractor’s License Number: _____

"If Contractor is a corporation, contract must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this contract.

If Contractor is another type of business entity, such as a partnership or limited liability company, contract must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this contract."

CERTIFICATION

LABOR CODE SECTION 1861

STATE OF CALIFORNIA
CITY OF GRASS VALLEY

I, the undersigned, do hereby certify:

That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Executed at : _____

On: _____

I certify under the penalty of perjury that the foregoing is true and correct.

CONTRACTOR - EMPLOYER

BY: _____

PRINT NAME: _____

TITLE: _____

BOND FOR LABOR AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS, CITY OF GRASS VALLEY, STATE OF CALIFORNIA, hereinafter called the "Owner" has awarded to _____, as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows: **WASTEWATER TREATMENT PLANT BOILER REPLACEMENT PROJECT, PROJECT NO. 26-01**

AND, WHEREAS, the Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and _____ Surety, are held and firmly bound unto the Owner in the amount required by law, in the sum of _____ Dollars (\$_____) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such, that if the Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code 9100, amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or amount due the Franchise Tax Board as provided in Civil Code 9554, that the surety or sureties herein will pay for the same, in amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought in this bond, the said surety will pay reasonable attorneys' fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons referred to in Civil Code 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Civil Code 8608 and 9566.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that surety covenants that it is an Admitted Surety Insurer in the State of California as defined by California Code of Civil Procedures, Section 995.120. .

*SURETY Attorney-In-Fact
(Signature must be notarized)
Date: _____

CONTRACTOR
(Signature must be notarized)
Date: _____

Address of Surety: _____
* ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH CITY CLERK OF CITY OF GRASS VALLEY OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.

BOND OF FAITHFUL PERFORMANCE

Item # 8.

KNOW ALL MEN BY THESE PRESENTS THAT WE _____, the Contractor in the Contract hereto annexed, as principal, and _____ as Surety are held and firmly bound unto the City of Grass Valley in the sum of _____ Dollars (\$_____) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents

THE CONDITION of the above obligation is that if said principal as Contractor in the contract hereto annexed shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the CITY, necessary to perform and complete, and to perform and complete in a good workmanlike manner, and to guarantee acceptable performance of the work for a period of one year following the acceptance of the project, the work of **WASTEWATER TREATMENT PLANT BOILER REPLACEMENT PROJECT, NO. 26-01** in strict conformity with the terms and conditions set forth in the contract hereto annexed, and after a period of one year following the acceptance of the project, then this obligation shall be null and void, otherwise to remain in full force and effect; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any wise, affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees in case suit is brought upon this bond that it will pay, in addition to the basic obligation herein, all court costs, expenses, and all reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs, and to be included in the judgment therein rendered.

*SURETY Attorney-In-Fact
(Signature must be notarized)
Date: _____

CONTRACTOR
(Signature must be notarized)
Date: _____

Address of Surety: _____

***ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH CITY CLERK OF CITY OF GRASS VALLEY OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.**

LIST OF SUBCONTRACTORS

The Contractor shall list the name, address, and contractor’s license classification and number of each Subcontractor required to be listed by Section 2-1.054, “Required Listing of Proposed Subcontractors,” of the Standard Specifications, and the Special Provisions, and designate the portion and percentage of the work to be performed by the Subcontractor, to whom the Contractor proposes to subcontract portions of the work. ***The California contractor license designation and number shall be included for all subcontractors doing work in excess of 0.5 percent of the total Project Contract price, or \$10,000.00, whichever is greater.***

Subcontractor Name, Address & Email	License Designation Number	Description of Portion of Work Contracted With Applicable Item(s) #	% of Work per Bid Item	Dollar Amount of Work

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

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

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

1. No City councilmember or commissioner shall accept, solicit, or direct a contribution of more than \$500 from any party,¹ financially interested participant,² or agent³ while a proceeding is pending or for 12 months after the City makes a final decision. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

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

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

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.² "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

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

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

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

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

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

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

Date _____ Amount \$ _____

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

1. _____
2. _____
3. _____

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

Printed Name _____

Signature _____

Date _____ Phone _____

To be completed by City:

Document No: _____

APPENDIX B – PROJECT PLANS AND EQUIPMENT SPECIFICATIONS

PROJECT PLANS AND EQUIPMENT SPECIFICATIONS



WASTEWATER TREATMENT PLANT
556 FREEMAN LANE

GENERAL NOTES

1. NEW SLUDGE HEATER/BOILER IS TO MEET OR EXCEED THE SPECIFICATIONS PROVIDED FOR THE EXISTING EQUIPMENT.
2. THE EXISTING SLUDGE HEATER/BOILER IS INSTALLED IN THE BOILER ROOM AS SHOWN IN THE AERIAL IMAGE ABOVE.
3. THE EXISTING BOILER ROOM HAS DOUBLE DOORS THAT SHOULD ALLOW FOR THE REMOVAL OF THE EXISTING EQUIPMENT AND INSTALLATION OF NEW EQUIPMENT WITHOUT ANY MODIFICATIONS TO THE BUILDING BEING REQUIRED.
4. THE DOUBLE DOOR ENTRANCE TO THE BOILER ROOM IS ON THE SOUTHWEST SIDE OF THE BUILDING AND THE PATH TO THE DOORS IS PAVED.
5. THE DISPOSAL OF THE EXISTING SLUDGE HEATER/BOILER AND ALL DEBRIS CREATED BY THE INSTALLATION OF THE NEW EQUIPMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

EXISTING SLUDGE HEATER/BOILER SPECIFICATIONS:

1. THE EXISTING SLUDGE HEATER WAS FURNISHED BY RALPH B. CARTER COMPANY IN 1986 AND IS SLUDGE HEATER MODEL H658C42-G FOR SEWAGE/NATURAL GAS
2. THE COMPRESSION TANK HAS A NOMINAL CAPACITY OF 40 GALLONS
3. THE UNIT INCLUDES TWO SLUDGE THERMOMETERS AND TWO WATER THERMOMETERS: SLUDGE THERMOMETER RANGE 0° TO 200° F, WATER THERMOMETER RANGE 0° TO 250° F
4. MAIN POWER SUPPLY IS 480 VOLTS, 3 PHASE, 60 CYCLE

BOILER SECTION SPECS:

- a. NORMAL BOILER RATING - 658 MBTUH (BOILERS ARE RATED AT APPROXIMATELY 5,900 BTU/HR/FT² OF HEATED SURFACE. BURNER CAPACITIES ARE BASED ON A SEWAGE AND NATURAL GAS PRESSURE OF 6" W.C. AT THE UNIT CONNECTIONS.)
- b. HEATED SURFACE - 112 SQUARE FEET
- c. FURNACE VOLUME - 17 CUBIC FEET
- d. NUMBER OF 3" DIAMETER FIRE TUBES - 23
- e. SHELL THICKNESS - 1/4 INCH
- f. HEAD THICKNESS - 3/8 INCH
- g. RELIEF VALVE CAPACITY AT 30 PSIG - 1,050 MBTUH
- h. FUEL RATE FOR NORMAL BOILER CAP - SEWAGE GAS 1,346 CFH, NATURAL GAS 858 CFH (FUEL RATES ARE BASED ON THE FOLLOWING: SEWAGE GAS HAVING A LOWER HEATING VALUE OF 550 BTU/CUBIC FOOT AND NATURAL GAS HAVING A LOWER HEATING VALUE OF 1,000 BTU/CUBIC FOOT)

HEAT EXCHANGER SECTION SPECS:

- a. NORMAL SLUDGE HEATING RATING - 500 MBTUH (SLUDGE HEATING RATINGS ARE BASED ON THE FOLLOWING: SLUDGE FLOW RATE OF 150 GPM FOR MODELS WITH 4" SLUDGE TUBES AND 300 GPM FOR MODELS WITH 6" SLUDGE TUBES, INLET SLUDGE TEMP OF 90° F AND INLET WATER TEMP OF 150° F)
- b. HEATED SURFACE - 620 SQUARE FEET (HEATED SURFACE PROVIDES AT LEAST 35% EXCESS OVER THAT REQUIRED FOR INITIALLY CLEAN TUBES)
- c. MAXIMUM HEATING WATER FLOW RATE - 71 GPM
- d. SLUDGE TUBES - 8 TUBES WITH A 4" NOMINAL DIAMETER
- e. SLUDGE SIDE PRESSURE DROP - 3.3 FEET OF WATER (PRESSURE DROP IS BASED ON AN EQUAL VOLUME FLOW OF WATER AT COMPARABLE TEMPERATURES IN THE SLUDGE TUBES)

MOTOR SPECS:

- a. BURNER MOTOR - 1/4 MAXIMUM HORSEPOWER
- b. INDUCED DRAFT FAN MOTOR - 1/8 MAXIMUM HORSEPOWER
- c. EXCHANGER HOT WATER PUMP MOTOR - 3/4 MAXIMUM HORSEPOWER

MISCELLANEOUS:

- a. BOILER-EXCHANGER SYSTEM WATER VOLUME - 250 GALLONS
- b. EXPANSION TANK SIZE - 40 GALLONS
- c. EXISTING PRODUCT SPECIFICATION SHEETS ARE AVAILABLE UPON REQUEST

**WASTEWATER TREATMENT PLANT
BOILER REPLACEMENT PROJECT NO. 26-01**

CITY OF GRASS VALLEY
ENGINEERING DIVISION



DRAWN BY:
CAD

DATE:
MAR 2026

G:\ENR\DESIGN\26-01 Sludge Heater Replacement\300 Contract Preparation (PS&E)\510 Plans\Sludge Heater Replacement Project Plans.dwg

EXISTING EQUIPMENT SPECIFICATIONS

G:\ENGINEERING\Sludge Heater Replacement\500 Contract Preparation (PS&E)\510 Plans\Sludge Heater Replacement Project Plans.dwg

<p>THIS DRAWING AND INFORMATION HEREON ARE THE PROPERTY OF THE RALPH B. CARTER CO. AND SHALL NOT BE USED IN A MANNER DETRIMENTAL TO THE COMPANY'S INTEREST.</p>	<p>REVISION</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>LET.</th> <th>DATE</th> <th>BY</th> <th>APP.</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	LET.	DATE	BY	APP.					<p>FOR: Wastewater Treatment Plant City of Grass Valley, CA</p>	<p>EQUIPMENT TO BE FURNISHED BY RALPH B. CARTER COMPANY</p> <p>CARTER H.O. 92511</p>	<p>ONE SLUDGE HEATER MODEL H658C42-G FOR SEWAGE/NATURAL GAS</p>	<p>Drawing 042D378 - Sludge Heater General Arrangement</p> <p>a) Parts 44 thru 47 are not supplied. b) Optional parts 48 thru 51 are not supplied. c) Compression tank, part no. 2, has a nominal capacity of 40 gallons and is coded and stamped. d) Unit includes two sludge thermometers and two water thermometers:</p> <p>'Ashcroft' Fig. #30EI60R-S4 with 3" dial, hermetic-construction, stainless steel stem and plastic front.</p> <p>Sludge thermometer range - 0° to 200° F Water thermometer range - 0° to 250° F</p> <p>e) Painting: Top and side panels painted machinery gray enamel. Return bends, exchanger end plates and exterior water piping have (2) coats of heat resistant gray enamel. Boiler ends and breeching have (2) coats of high temperature aluminum paint.</p>	<p>Drawing 042D379 - Sludge Heater Schematic Electrical Diagram</p> <p>a) Main power supply is 480 volts, 3 phase, 60 cycle.</p> <p>b) Required sludge recirculation pumps along with their respective starters and circuit breakers are not included with this order.</p>	<p>Drawing 023A308 - General Specifications And Performance Data.</p> <p>Drawing 025B822 - Heat Exchanger General Construction Details.</p>	<p>EQUIPMENT DRAWING LIST</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DWG. NO.</td> <td>023A307</td> </tr> <tr> <td>SHEET</td> <td>1 OF 1</td> </tr> </table>	DWG. NO.	023A307	SHEET	1 OF 1
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<p>FOR: Grass Valley, CA</p>	<p>FILED BY: RALPH B. CARTER CO. HACKENSACK, N.J.</p>	<p>FOR: Grass Valley, CA</p>	<p>DWG. NO. 023A308</p>	<p>FORM 'C' SLUDGE HEATER GENERAL SPECIFICATIONS & PERFORMANCE DATA Model No. H658C42G</p>	<p>DWG. NO. 023A308</p>	<p>GENERAL SPECIFICATIONS & PERFORMANCE DATA Model No. H658C42G</p>	<p>DWG. NO. 023A308</p>	<p>DWG. NO. 023A307</p>												

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FORM 'C' SLUDGE HEATER
GENERAL SPECIFICATIONS & PERFORMANCE DATA
MODEL NO. H658C42G

I. BOILER SECTION

a) Normal boiler rating - MBTUH (See Note 1)	658
b) Heated surface - Sq. Ft.	112
c) Furnace volume - Cu. Ft. (See Note 2)	17
d) Number fire tubes (3" dia.)	23
e) Shell thickness - In.	1/4
f) Head thickness - In.	3/8
g) Relief valve capacity @ 30 PSIG - MBTUH	1050
h) Fuel rate for	
i) normal boiler cap. Sewage gas - CFH	1346
j) Natural gas - CFH	858
-(See Note 3)-	6.73

II. HEAT EXCHANGER SECTION

a) Normal sludge heating rating - MBTUH (See Note 4)	500
b) Heated surface - Sq. Ft. (See Note 5)	620
c) Maximum heating water flow rate - GPM	71
d) Sludge tubes	
Number	8
Nominal diameter - In.	4
e) Sludge side pressure drop - ft. water (See Note 6)	3.3

III. MOTORS

a) Burner motor - Max. Hp	1/4
b) Induced draft fan motor - Hp	1/6
c) Exchanger hot water pump motor - Hp	3/4

IV. MISCELLANEOUS

a) Boiler - exchanger system water volume - Gal.	250
b) Expansion tank size - Gal.	40

NOTES

- 1) Boilers are rated at approximately 5,900 btu/hr/ft² of heated surface. Burner capacities are based on a sewage and natural gas pressure of 6" w.c. at the unit connections.
- 2) Exceeds S.B.I. requirements.
- 3) Fuel rates are based on the following:
Sewage gas having a lower heating value of 550 btu/cu. ft.
Natural gas having a lower heating value of 1,000 btu/cu. ft.
- 4) Sludge heating ratings are based on the following:
- 150 gpm for models with 4" sludge tubes
Sludge flow rate - 300 gpm for models with 6" sludge tubes
Hot water flow rate - as stated in table
Inlet sludge temp - 90° F
Inlet water temp - 150° F
- 5) Heated surface provides at least 35% excess over that required for initially clean tubes.
- 6) Pressure drop is based on an equal volume flow of water at comparable temperatures in the sludge tubes.

DWG. NO.
023A308
Page 1 of 1



EXISTING EQUIPMENT SPECIFICATIONS AND IMAGES

GRASS VALLEY

FORM H-2 MANUFACTURERS' DATA REPORT FOR ALL TYPES OF BOILERS
EXCEPT WATERTUBE AND THOSE MADE OF CAST IRON
As Required by the Provisions of the ASME Code Rules

1. Manufactured and certified by Federal Boiler Company, Inc. 277 Fairfield Rd. Fairfield, N.J. 07006
(name and address of manufacturer)

2. Manufactured for RALPH B. CARTER CO. 192 ATLANTIC ST., HACKENSACK, N.J. 07602
(name and address of purchaser)

3. Location of installation NOT KNOWN
(name and address)

4. Unit identification COMPLETE BOILER 86-088B P-5 CNB-182-1 2908 1986
(complete boiler, superheater, waterwall, economizer, etc.) (mfr's. serial no.) (CRN) (drawing no.) (Nat'l. Bd. no.) (year built)

5. The chemical and physical properties of all parts meet the requirements of material specifications of the ASME BOILER AND PRESSURE VESSEL CODE. The design, construction and workmanship conform to ASME Code, Section IV, 1983 W-85 NONE
(year) (addenda (date)) (Code Case no.)

6. Shells or drums: 1 SA 36 5/16" 42" -- 72"
(no.) (mat'l. spec., grade) (thickness (in.)) (dia. (I.D.)) (length (overall)) (dia. (I.D.)) (length (overall))

7. Joints: WELDED 60% WELDED ONE (1)
(long. (seamless, welded)) (eff. (as compared to seamless)) (girth (seamless, welded)) (no. of shell courses)

8. Tubesheet: SA36-7/16" & 3/8" SA516-70 23 3 1/32"
(mat'l. spec., grade) (thickness) (no. & dia.)

9. Tubes: No. SA 178A STRAIGHT Dia. 3" O.D. Length 53 5/8" Gauge 0.105" MIN
(mat'l. spec., grade) (straight or bent) (if various, give max. & min.) (or thickness)

10. Heads: SEE ITEM #8 FLAT
(mat'l. specification no.) (thickness) (flat, dished, ellipsoidal) (radius of dish)

11. Furnace: SA-36 5/16" 1 23" 54" PLAIN Seams: WELDED
(mat'l. spec., gr.) (thickness) (no.) (size (O.D. or W x H)) (length (each section)) (total) (type (plain, corrugated, etc.)) (type (seamless, welded))

12. Staybolts: 2 3/4" SA 36 9" NO 0.442 11 3/4" 30
(no.) (size (dia.)) (mat'l. spec., gr.) (size) (elliptical) (net area) (pitch (hor. and vert.)) (MAWP (psi))

13. Stays or braces:

Location	Mat'l. Spec.	Type	No. & Size	Pitch	Total Net Area	Fig. HG 343 U1	Dist. Tubes to Shell	Area to be Stayed	MAWP psi.
(a) F.H. above tubes	NONE								
(b) R.H. above tubes	NONE								
(c) F.H. below tubes	NONE								
(d) R.H. below tubes	NONE								
(e) Through stays	NONE								

14. Other parts 1. REAR OUTER WALL 2. REAR INNER WALL 3. REV. CHAMB S.W. 4. FLUE TOP
(brief description - i.e. dome, boiler piping, etc.)

1.	SA 516-70	42 1/2" x 42 1/2"	42" DIA.	3/8"	30 PSI
2.	SA 36	11 1/4" x 34 3/4"		7/16"	30 PSI
3.	SA 36	18" x 82 7/8"		5/16"	30 PSI
	SA 516-70	18" x	(mat'l. spec., grade, size, material thickness, MAWP)	3/8"	30 PSI

15. Nozzles, inspection and safety valve openings: 32 1/8"

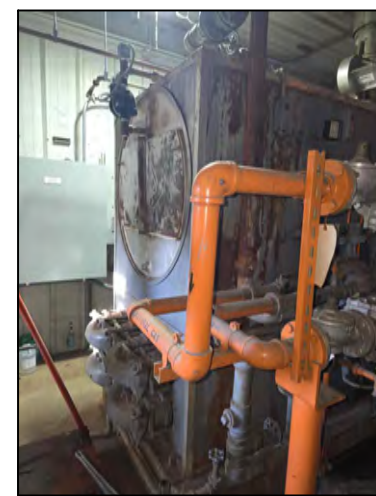
Purpose (inlet, outlet, drain, etc.)	No.	Dia. or Size	Type	How Attached	Mat'l.	Nom. Thickness	Reinforcement Mat'l.	Location
Handhole up to 3" x 4"	NONE				NA		NA	
Manhole	NONE							
SUPPLY	1	3"	THRD	WELDED	SA-105	--	--	SHELL
RETURN	1	2 1/2"	THRD	WELDED	SA-105	--	--	SHELL
VALVE	1	1 1/2"	THRD	WELDED	SA-105	--	--	SHELL
WASHOUTS	6	1 1/2"	THRD	WELDED	SA-105	--	--	SHELL

16. Boiler supports: 2 SADDLES WELDED
(no.) (type (saddles, legs, lugs)) (attachment (bolted or welded))

17. Design pressure: 30 Based on HG 301-305 Heating surface 113 SQ.FT. Shop hydro. test: 60
(psi) (Code par. and/or formula) (sq. ft. or kW (total)) (psi (complete boiler))

11-0721

(6/83) This form (E00101) may be obtained from the Order Dept., ASME, 345 E. 42nd St., New York, N.Y. 10017



WASTEWATER TREATMENT PLANT
BOILER REPLACEMENT PROJECT NO. 26-01

CITY OF GRASS VALLEY
ENGINEERING DIVISION



DRAWN BY:
CAD

DATE:
MAR 2026

G:\ENR\DESIGN\26-01 Sludge Heater Replacement\300 Contract Preparation (PS&E)\510 Plans\Sludge Heater Replacement Project Plans.dwg

EXISTING EQUIPMENT STANDARD ARRANGEMENT DRAWING

MODEL NUMBER LEGEND
H 760 C 4 1 G
 (A) (B) (C) (D)

(A) - RATED BOILER CAPACITY - MBTUH
 (B) - NOM. SLUDGE TUBE DIA. - IN.
 (C) - RELATIVE SLUDGE HEAT EXCHANGER SIZE FOR THE PARTICULAR BOILER
 (D) - TYPE OF FUEL -
 G - SEWAGE/NATURAL GAS
 L - SEWAGE GAS/NR2 OIL
 N - NATURAL GAS ONLY
 P - NR2 OIL ONLY
 S - SEWAGE GAS ONLY
 ETC.

MODEL NUMBER
 ADD FUEL SUFFIX LETTER - SEE LEGEND ABOVE

PARTS LIST

PART NO.	DESCRIPTION	FUEL SUFFIX LETTER
1	WELDED STEEL BOILER WITH ASME ENB STAMPS	
2	COMPRESSION TANK	
3	WATER LEVEL GAGE, GUARD & DRAIN COCK	
4	TANK AIR-CONTROL FITTING	
5	BOILER AIR-CONTROL FITTING	
6	MANUAL AIR VENT VALVE	
7	SLUDGE THERMOSTAT	
8	THERMOSTATIC THROTTLING & MIXING VALVES	
9	HEAT EXCHANGER HOT WATER CIRCULATING PUMP	
10	GATE VALVE	
11	SLUDGE THERMOMETER	
12	WATER THERMOMETER	
13	HEAT EXCHANGER CIRCUIT FLO-VALVE	
14	PRESSURE REDUCING & ANTI-SIPHON CHECK VALVE	
15	STRAINER	
16	PILOT LINE SOV VALVE	
17	ELECTRICAL CONTROL CABINET	
18	LOW PRESSURE GAS CONTROL SWITCH (SEE NOTE 11)	
19	ALARM BELL	
20	BOILER WATER THERMOSTAT - ADJUSTABLE DIFFERENTIAL	
21	CONTROL CIRCUIT FUSE	
22	INDUCED DRAFT FAN SELECTOR SWITCH	
23	SLUDGE RECIRCULATION PUMP SELECTOR SWITCH	
24	HEAT EXCHANGER PUMP SELECTOR SWITCH	
25	COMBUSTION SYSTEM SWITCH	
26	LOW WATER CUT-OFF SWITCH	
27	A.S.M.E. PRESSURE & TEMPERATURE GAGE	
28	A.S.M.E. PRESSURE RELIEF VALVE	
29	SINGLE OR DUAL FUEL BURNER	
30	INDUCED DRAFT FAN AIR SWITCH	
31	INDUCED DRAFT FAN	
32	BAROMETRIC DAMPER	
33	NAME PLATE	
34	SEWAGE GAS COCK	X
35	DIAL HEAD GAS COCK	X
36	GAS PILOT PRESSURE REGULATOR (SEE NOTES 2 AND 11)	X
37	MOTORIZED HYDRAULIC SEWAGE GAS VALVE	X
38	SEWAGE GAS PRESSURE REGULATOR (SEE NOTE 11)	X
39	PILOT GAS COCK	X
40	MOTORIZED HYDRAULIC NATURAL GAS VALVE	X
41	SEWAGE GAS CHECK VALVE	X
42	NATURAL GAS COCK	X
43	NATURAL GAS PRESSURE REGULATOR (SEE NOTE 11)	X
44	OIL PUMP PRESSURE GAGE	X
45	OIL FILTER	X
46	GAS-OIL FUEL SELECTOR SWITCH	X
47	OIL VALVE	X
48	BUILDING HEAT PUMP	X
49	BUILDING HEAT CIRCUIT FLO-VALVE	X
50	BUILDING HEAT PUMP SWITCH	X
51	BUILDING HEAT THERMOSTAT (NOT SHOWN)	X

DIMENSION	H191C41	H247C41	H335C41	H335C42	H400C41	H482C41	H658C41	H658C42	H658C61	H760C41	H760C42	H760C61	H760C62	H118C41	H118C42	H118C61	H118C62	H128C41	H128C42	H128C61	H128C62	H150C41	H150C61	DIMENSION	
A	3'-0 1/4	3'-6 1/4	4'-1 1/4	4'-1 1/4	5'-0 1/4	5'-1 1/8	6'-0 1/4	6'-0 1/4	6'-0 1/4	6'-10 1/4	6'-10 1/4	6'-10 1/4	6'-10 1/4	9'-9 1/4	9'-9 1/4	9'-9 1/4	9'-9 1/4	8'-3 1/2	9'-6 1/2	8'-3 1/2	9'-6 1/2	9'-6 1/2	9'-6 1/2	A	
B	5'-3"	5'-3"	5'-3"	5'-3"	5'-8 1/2"	5'-8 1/2"	6'-2 1/2"	6'-5 1/2"	6'-5 1/2"	6'-5 1/2"	6'-5 1/2"	6'-5 1/2"	6'-5 1/2"	6'-5 1/2"	6'-5 1/2"	6'-5 1/2"	6'-5 1/2"	6'-11 1/2"	6'-11 1/2"	6'-11 1/2"	6'-11 1/2"	6'-11 1/2"	6'-11 1/2"	B	
C	3'-0"	3'-0"	3'-0"	3'-0"	3'-6"	3'-6"	4'-0"	4'-0"	4'-0"	4'-0"	4'-6"	4'-6"	4'-6"	4'-6"	4'-6"	4'-6"	4'-6"	4'-6"	4'-6"	4'-6"	4'-6"	4'-6"	4'-6"	C	
D	13 3/8	8 3/4	13 3/8	8 3/4	11 3/4	11 3/4	14 3/4	10 1/8	12"	10 1/8	8 1/2	12"	9"	13 1/8	8 1/2	15"	9"	13 1/8	8 1/2	9"	8 1/2	9"	9"	D	
E	9 1/4	9 1/4	9 1/4	9 1/4	9 1/4	9 1/4	9 1/4	9 1/4	12"	9 1/4	9 1/4	12"	12"	9 1/4	9 1/4	12"	12"	9 1/4	9 1/4	12"	12"	9 1/4	12"	E	
F	7 1/8	7 1/8	7 1/8	7 1/8	7 1/8	7 1/8	7 1/8	9 3/8	8"	9 3/8	9 3/8	8"	8"	9 3/8	9 3/8	8"	8"	9 3/8	8"	8"	9 3/8	8"	8"	F	
G	2'-1 1/2	2'-1 1/2	2'-5"	2'-5"	2'-0 1/8	2'-2 1/8	2'-3 1/2	2'-3 1/2	2'-3 1/2	2'-3 1/2	2'-3 1/2	2'-3 1/2	2'-3 1/2	2'-9"	2'-9"	2'-9"	2'-9"	2'-9"	2'-5 1/8	2'-5 1/8	2'-10 3/8	2'-10 3/8	2'-10 3/8	G	
H	15 1/2	15 1/2	15 1/2	15 1/2	15 1/2	15 1/2	15 1/2	15 1/2	17 1/2	15 1/2	15 1/2	17 1/2	17 1/2	15 1/2	15 1/2	17 1/2	17 1/2	15 1/2	15 1/2	17 1/2	17 1/2	15 1/2	17 1/2	H	
J	11 1/2	11 1/2	11 1/2	11 1/2	11 1/2	11 1/2	11 1/2	11 1/2	13 3/8	11 1/2	11 1/2	13 3/8	13 3/8	11 1/2	11 1/2	13 3/8	13 3/8	11 1/2	11 1/2	13 3/8	13 3/8	11 1/2	13 3/8	J	
K	14"	14"	14"	14"	17"	17"	20"	20"	20"	20"	23"	20"	23"	23"	23"	23"	23"	23"	23"	23"	23"	23"	23"	23"	K
L	10 3/4	10 1/4	10 1/2	10 1/2	10 1/2	10"	9"	9"	11 1/4	9"	9"	11 1/4	11 1/4	8"	8"	10 1/4	10 1/4	8"	23"	10 1/4	25 1/4	7"	9 1/4	L	
M	7"	8"	9"	9"	9"	10"	12"	12"	12"	12"	12"	12"	12"	14"	14"	14"	14"	14"	14"	14"	14"	16"	16"	M	
N	4'-6"	5'-0"	6'-6"	6'-6"	6'-6"	7'-6"	7'-6"	7'-6"	7'-6"	8'-6"	8'-6"	8'-6"	8'-6"	11'-6"	11'-6"	11'-6"	11'-6"	10'-6"	11'-0"	10'-0"	11'-0"	11'-0"	11'-0"	N	
P	4"	4"	4"	4"	4"	4"	4"	4"	6"	4"	4"	6"	6"	4"	4"	6"	6"	4"	4"	6"	6"	4"	6"	6"	P
R	1"	1 1/4	1 1/4	1 1/4	1 1/2	1 1/2	2"	2"	2"	2"	2"	2"	2"	2 1/2	2 1/2	2 1/2	2 1/2	2 1/2	2 1/2	2 1/2	2 1/2	2 1/2	2 1/2	R	
S	1 1/2	1 1/2	1 1/2	1 1/2	1 1/2	2"	2"	2"	2"	2"	2"	2"	2"	2 1/2	2 1/2	2 1/2	2 1/2	2 1/2	2 1/2	2 1/2	2 1/2	2 1/2	2 1/2	2 1/2	S
T	12 1/2	12 1/2	13 1/4	13 1/4	13 1/4	13 1/4	15 1/2	15 1/2	15 1/2	19"	19"	19"	19"	19"	19"	19"	19"	19"	19"	19"	19"	19"	19"	19"	T

NOTES

- SEWAGE/NATURAL GAS MODELS OF H191C41 & H247C41 HAVE GAS LINES ON THE OPPOSITE SIDE TO THAT SHOWN AND REQUIRE SERVICE CLEARANCE ON BOTH SIDES OF UNITS.
- ON SEWAGE GAS/OIL UNITS THE SEWAGE GAS PILOT REGULATOR LINE IS CONNECTED AHEAD OF THE MAIN GAS REGULATOR. ON SEWAGE/NATURAL GAS UNITS IT IS CONNECTED AHEAD OF THE NATURAL GAS REGULATOR.
- WHEN BUILDING HEAT PUMPS ARE INCLUDED, THE THREADED SUPPLY CONNECTION IS THE SAME PIPE SIZE AS THE PUMP DISCHARGE AND RETURN CONNECTION IS 1/2" NPT.
- THE FIELD WIRING ENCLOSURE PROVIDES A CODED INTERIOR TERMINAL BOARD FOR ALL FIELD WIRING CONNECTIONS.
- PARTS 34 THRU 47 ARE ONLY SUPPLIED WHEN MARKED 'X' IN THE FUEL SUFFIX COLUMN.
- GAS PRESSURE REGULATORS ARE POSITIVE SHUT-OFF TYPE AND MOTORIZED GAS VALVES ARE F.M.I.A.G.A. APPROVED FOR SHUT-OFF SERVICE.
- BOILER AND EXCHANGER ARE WRAPPED SEPARATELY WITH 3" THICK GLASS WOOL INSULATION.
- BREACHING IS 1/2" GAGE STEEL. TOP AND SIDE ENCLOSURE PANELS ARE 1/4" 18 GAGE STEEL RESPECTIVELY. FOR PAINTING SPECIFICATIONS, SEE EQUIPMENT DRAWING LIST.
- ALL BURNERS HAVE REFRACTORY BLOCKS. IN ADDITION, COMBUSTION CHAMBERS OF GAS/OIL UNITS HAVE SUITABLE REFRACTORY LINING.
- ALL UNITS ARE HYDROSTATICALLY TESTED AT 60 PSIG AND HAVE A MAINTENANCE WORKING PRESSURE OF 30 PSIG.
- VENT PIPING FROM REGULATOR AND SWITCH CASES MUST BE TO A NON-HAZARDOUS OUTER AIR AREA. PIPING MUST BE PROTECTED AGAINST THE ENTRY OF FOREIGN MATERIAL AND DESIGNED TO PREVENT CONDENSATE BLOCKING.
- UNITS ARE SHIPPED COMPLETELY ASSEMBLED AND WIRED EXCEPT BREACHING-INDUCED DRAFT FAN AND COMPRESSION TANK ASSEMBLIES WHICH ARE SHIPPED SEPARATELY.
- MODEL'S H191C41 THRU H335C42 HAVE SMALL REMOVABLE EYE DOORS AT REAR OF BOILER. ALL OTHER MODELS HAVE HINGED DOORS.
- FOR HEAT EXCHANGER CONSTRUCTION DETAILS SEE DRAWING 02-8882.

OPERATING WEIGHT

7'-1"	7'-0"	7'-0"	7'-0"	7'-5 1/2"	7'-5 1/2"	7'-11 1/2"	8'-3 1/2"	8'-3 1/2"	8'-3 1/2"	8'-3 1/2"	8'-3 1/2"	8'-3 1/2"	8'-3 1/2"	8'-3 1/2"	8'-3 1/2"	8'-3 1/2"	8'-3 1/2"	8'-9"	8'-9"	8'-9"	8'-9"	8'-9"	8'-9"	SKIPPED
3,200	3,600	3,850	4,300	5,000	5,300	6,400	6,800	7,300	7,600	8,600	7,800	9,300	9,500	10,500	10,000	10,000	11,000	11,000	11,500	11,500	12,000	12,000	12,000	SKIPPED
3,600	4,200	4,600	5,100	6,100	6,700	8,300	8,800	9,300	9,600	11,000	10,000	11,500	13,000	14,000	13,600	14,500	14,500	15,000	15,000	15,000	15,000	15,000	15,000	SKIPPED

**WASTEWATER TREATMENT PLANT
 BOILER REPLACEMENT PROJECT NO. 26-01**

**CITY OF GRASS VALLEY
 ENGINEERING DIVISION**



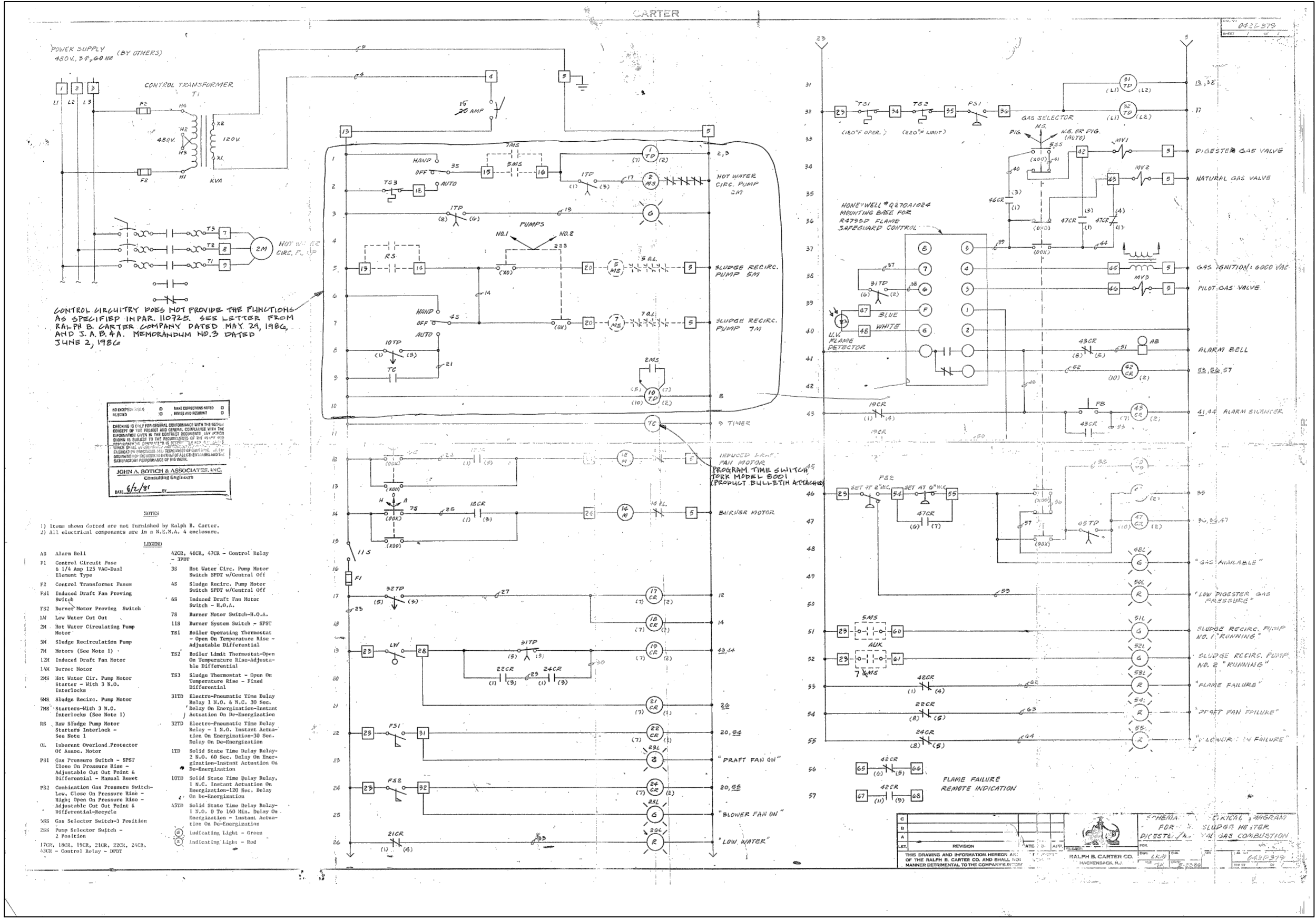
DRAWN BY:
CAD

DATE:
MAR 2026

G:\ENG\DESIGN\26-01 Sludge Heater Replacement\300 Contract Preparation (PS&E)\510 Plans\Sludge Heater Replacement Project Plans.dwg

EXISTING EQUIPMENT WIRING DIAGRAM

GENENG\DESIGN\26-01 Sludge Heater Replacement\300 Contract Preparation (PS&E)\510 Plans\Sludge Heater Replacement Project Plans.dwg



WASTEWATER TREATMENT PLANT
BOILER REPLACEMENT PROJECT NO. 26-01

CITY OF GRASS VALLEY
ENGINEERING DIVISION



DRAWN BY:
CAD

DATE:
MAR 2026



**CITY OF GRASS VALLEY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**PROPOSAL
AND
BIDDER'S CERTIFICATES**

FOR

**WASTEWATER TREATMENT PLANT BOILER REPLACEMENT
PROJECT
PROJECT NO. 26-01**

Bidder's Name: _____

Bid Opening Date: _____ **Time:** _____

PROPOSAL

Proposal to the City of Grass Valley, State of California, in the County of Nevada for the

**WASTEWATER TREATMENT PLANT BOILER REPLACEMENT PROJECT
PROJECT NO. 26-01**

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

BUSINESS STREET ADDRESS _____
(Required, even if P.O. Box is used)

CITY, STATE, ZIP _____

TELEPHONE NUMBER () _____

FAX NUMBER () _____

EMAIL _____

CONTRACTOR'S LICENSE NUMBER _____

CONTRACTOR'S DIR NUMBER _____

The project to be done and referred to herein is in City of Grass Valley, State of California, located at the Grass Valley Sewer Treatment Plant, 556 Freeman Lane, and is to be constructed in accordance with the Department of Transportation Standard Plans, dated 2018, the Standard Specifications, dated 2018, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates.

The project plans and specifications for the work to be done were approved and are entitled:

**CITY OF GRASS VALLEY
WASTEWATER TREATMENT PLANT BOILER REPLACEMENT PROJECT
PROJECT NO. 26-01**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

Envelopes containing bids shall be marked -

**WASTEWATER TREATMENT PLANT BOILER REPLACEMENT PROJECT
PROJECT NO. 26-01**

NOT TO BE OPENED UNTIL 3:30 P.M., APRIL 21, 2026.

The bidder shall set forth for each unit basis item of work an item price and a total for the item and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to enter into the Contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfactory to the City of Grass Valley, within 8 days, not including Sundays and legal holidays, after the bidder has received notice from the City of Grass Valley that the Contract has been awarded, the City of Grass Valley may, at its option, determine that the bidder has abandoned the Contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and same shall be the property of the City of Grass Valley.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Grass Valley in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

BID ITEMS
WASTEWATER TREATMENT PLANT BOILER REPLACEMENT PROJECT
PROJECT NO. 26-01

ITEM NO	ITEM	UNIT OF MEAS	EST QTY	UNIT PRICE	ITEM TOTAL
1	Purchase Boiler	LS	1		
2	Replace Boiler	LS	1		

TOTAL COST: \$ _____

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the Engineering Department does not express or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary, or advisable by the Engineer.

LIST OF SUBCONTRACTORS

The Bidder shall list the name, address, California contractor's license number, Public Works contractor registration number of each Subcontractor required to be listed by "Subcontractor List" of the Standard Specifications, and the Special Provisions, and designate the portion and percentage of the work to be performed by the Subcontractor, to whom the bidder proposes to subcontract portions of the work. **The California contractor license classification and number shall be included for all subcontractors doing work in excess of one half of one percent of the total Project bid price, or ten thousand dollars (\$10,000.00), whichever is greater.**

Subcontractor Name, Location of Business	CA License Number	Public Works Contractor Registration Number	Bid Item Number, Percentage of Item Work Subcontracted *

* Bid Item Number and Percentage of Item Work Subcontracted may be submitted by the proper within 24 hours of the bid opening date and time.

LIST OF PROPOSED SUBSTITUTIONS

Item # 8.

Pursuant to Public Contract Code Section 3400, the following substitutions are proposed as "Equals" for those set forth in the Contract. All data substantiating the proposed substitutions shall be submitted to the City upon request.

Contract Section	Name of Product to be Substituted Out	Name and Manufacturer of Proposed Product To Be Substituted	Model/Quantity of Proposed Product
-------------------------	--	--	---

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Item # 8.

The bidder hereby declares under penalty of perjury that the bidder has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Additionally, the bidder hereby declares that all proposed subcontractors listed on the bidder's completed List of Subcontractors as performing work under this contract, have stated in their bid to the prime contractor or in writing at the outset of negotiations, whether the proposed subcontractor has participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Certifications are part of this Proposal. Signing this Proposal on the signature portion thereof shall also constitute an endorsement and execution of these certifications. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

Item # 8.

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____, been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works Contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

The bidder must place a checkmark after "has" or "has not" and "yes" or "no" in one of the blank spaces provided. The above Statements and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112
and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION
(Title 49, Code of Federal Regulations, Part 29)

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

The above Certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Accompanying this proposal is _____

(Insert the words "Cash(\$_____)", "Cashier's Check", "Certified Check", or "Bidder's Bond", as the case may be)

in an amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA - This Proposal is submitted with respect to the changes to the Contract included in addenda number/s _____

(Fill in addenda numbers if addenda have been received and insert in this Proposal any Bid Item sheets that were received as part of the addenda.)

All Addenda must be signed and returned with the Bidder's Proposal in order for the Bid to be considered responsive.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.



Signature & Title of Bidder

Date

Business Address: _____

Place of Business: _____

Place of Residence: _____

**BIDDER'S BOND
CITY OF GRASS VALLEY**

Item # 8.

KNOW ALL PEOPLE BY THESE PRESENTS, that we _____ as PRINCIPAL, and _____ as SURETY, are held and firm bound unto the City of Grass Valley, hereinafter called the **CITY**, in the penal sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID** of the Principal above named, submitted by said Principal to the **CITY** for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of _____ Dollars (\$_____).

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal has submitted the above mentioned bid to the City of Grass Valley, for certain construction specifically described as follows for which bids are to be opened at Grass Valley, California on APRIL 14, 2020, at 3:30 p.m., for the **WASTEWATER TREATMENT PLANT BOILER REPLACEMENT PROJECT, PROJECT NO. 26-01.**

NOW THEREFORE, if the aforesaid Principal is awarded this Contract, and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written Contract, in the prescribed form, in accordance with the bid, and files the two bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, A.D., 20____.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
SURETY	PRINCIPAL

ADDRESS:

NOTE: Signatures of those executing for the surety must be properly acknowledged.

Exhibit D



**CITY OF GRASS VALLEY
ENGINEERING DIVISION**

APRIL 16, 2026

ADDENDUM NO. 1

**NOTICE TO CONTRACTORS,
SPECIAL PROVISIONS, AND
CONSTRUCTION CONTRACT**

AND

**PROPOSAL AND
BIDDER'S CERTIFICATES**

FOR

**WASTEWATER TREATMENT PLANT BOILER REPLACEMENT
PROJECT
PROJECT NO. 26-01**

BID OPENING – TUESDAY, APRIL 28, 2026, AT 3:30PM

**ALL ADDENDA MUST BE SIGNED AND RETURNED
WITH THE BIDDER'S PROPOSAL IN ORDER FOR THE
BID TO BE CONSIDERED RESPONSIVE.**

ADDENDUM NO. 1

PROJECT: WASTEWATER TREATMENT PLANT BOILER REPLACEMENT PROJECT
PROJECT NO. 26-01

BID OPENING: TUESDAY, APRIL 28, 2026, AT 3:30PM

REVISIONS TO NOTICE TO CONTRACTORS:

1. Replace the first paragraph in its entirety with the following paragraph:

**Sealed proposals for the work shown on the plans entitled:
WASTEWATER TREATMENT PLANT BOILER REPLACEMENT PROJECT
PROJECT NO. 26-01**

Bids will be received at the City of Grass Valley, Engineering Division, 125 East Main Street, Grass Valley, CA 95945 until **3:30 P.M. on APRIL 28, 2026**, at which time they will be publicly opened and read aloud at said address. Any protest regarding the award of the contract must be submitted pursuant to the instructions stated in the special provisions.

REVISIONS TO PROPOSAL AND BIDDER'S CERTIFICATES:

1. Replace Page 1 and 11 in their entirety with the attached Pages 1 and 11

END OF REVISIONS

Issued By:



Bjorn P. Jones, PE
City Engineer

4/16/26

Date

I HAVE READ AND UNDERSTAND THIS ADDENDUM

Signature

Bidder

PROPOSAL

Proposal to the City of Grass Valley, State of California, in the County of Nevada for the

**WASTEWATER TREATMENT PLANT BOILER REPLACEMENT PROJECT
PROJECT NO. 26-01**

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

BUSINESS STREET ADDRESS _____
(Required, even if P.O. Box is used)

CITY, STATE, ZIP _____

TELEPHONE NUMBER () _____

FAX NUMBER () _____

EMAIL _____

CONTRACTOR'S LICENSE NUMBER _____

CONTRACTOR'S DIR NUMBER _____

The project to be done and referred to herein is in City of Grass Valley, State of California, located at the Grass Valley Sewer Treatment Plant, 556 Freeman Lane, and is to be constructed in accordance with the latest editions of the Department of Transportation Standard Plans and Standard Specifications, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates.

The project plans and specifications for the work to be done were approved and are entitled:

**CITY OF GRASS VALLEY
WASTEWATER TREATMENT PLANT BOILER REPLACEMENT PROJECT
PROJECT NO. 26-01**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

Envelopes containing bids shall be marked -

**WASTEWATER TREATMENT PLANT BOILER REPLACEMENT PROJECT
PROJECT NO. 26-01**

NOT TO BE OPENED UNTIL 3:30 P.M., APRIL 28, 2026.

**BIDDER'S BOND
CITY OF GRASS VALLEY**

KNOW ALL PEOPLE BY THESE PRESENTS, that we _____ as PRINCIPAL, and _____ as SURETY, are held and firm bound unto the City of Grass Valley, hereinafter called the **CITY**, in the penal sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID** of the Principal above named, submitted by said Principal to the **CITY** for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of _____ Dollars (\$_____).

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal has submitted the above mentioned bid to the City of Grass Valley, for certain construction specifically described as follows for which bids are to be opened at Grass Valley, California on APRIL 28, 2026, at 3:30 p.m., for the **WASTEWATER TREATMENT PLANT BOILER REPLACEMENT PROJECT, PROJECT NO. 26-01.**

NOW THEREFORE, if the aforesaid Principal is awarded this Contract, and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written Contract, in the prescribed form, in accordance with the bid, and files the two bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, A.D., 20____.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
SURETY	PRINCIPAL

ADDRESS:

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
REJECTING ACCO ENGINEERED SYSTEMS BID PROTEST AND AUTHORIZING
EXECUTION OF THE CONSTRUCTION CONTRACT FOR THE WASTEWATER
TREATMENT PLANT BOILER REPLACEMENT PROJECT WITH TNT INDUSTRIAL
CONTRACTORS**

WHEREAS, the City must make improvements and modifications to the Wastewater Treatment Plant and Collection System in order to meet Waste Discharge Requirements adopted by the California Regional Water Quality Control Board; and

WHEREAS, pursuant to Chapter 3.08 of the Grass Valley Municipal Code, on March 25, 2026, the City issued a Request for Proposals for Project No. 26-01, the Wastewater Treatment Plant Boiler Replacement Project; and

WHEREAS, On April 28, 2026, bids for the Wastewater Treatment Plant Boiler Replacement Project were received and after a review of the bids, TNT Industrial Contractors, Inc.'s bid was determined to be complete; and

WHEREAS, on May 4, 2026, the City received a bid protest letter from ACCO Engineered Systems, which alleged TNT Industrial Contractors, Inc. failed to meet certain requirements in the project documents; and

WHEREAS, after a review of the allegations in ACCO Engineered Systems' protest, the City will reject the bid protest based upon the following:

- 1) TNT Industrial Contractors, Inc. meets the required licensing for this project;
- 2) The installation of the boiler by a C-4 Specialty License is not strictly required by the nature of the contract;
- 3) The scope and nature of the work fall within the broader scope of a Class A General Contractor license;
- 4) TNT Industrial Contractors, Inc. did not misrepresent the portion of the project that will be completed by a subcontractor or the portion of the project that they will self-perform; and
- 5) TNT Industrial Contractors, Inc.'s bid did not violate the Contract Documents or Public Contract Code.

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; and
2. That the City Council rejects the bid protest from ACCO Engineered Systems and awards the Contract for the Wastewater Treatment Plant Boiler Replacement Project to TNT Industrial Contractors, Inc. in an amount of \$474,551.00 ("Contract Amount");

RESOLUTION NO. 2026-21

Item # 8.

- 3. That the Interim City Manager is authorized to execute the construction contract with TNT Industrial Contractors, Inc. awarded under this Resolution and the City Engineer is authorized to approve construction change orders up to 10 percent of the Contract Amount.
- 4. If any section, subsection, sentence, clause, phrase or portion of this Resolution or its application to any person or circumstance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution or its application to other persons and circumstances. The City Council of the City of Grass Valley hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.
- 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED as a Resolution by the City Council of the City of Grass Valley at a regular meeting thereof held on the 26th day of May 2026, by the following vote:

AYES:
 NOES:
 ABSTAINS:
 ABSENT:

By: _____
Hillary Hodge, Mayor

Attest: _____
Taylor Day, City Clerk

Approved as to Form: _____
David J. Ruderman, Esq., City Attorney

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Grass Valley City Council held on May 26, 2026.

City Clerk



City of Grass Valley City Council Agenda Action Sheet

Title: FY 2026-27 Preliminary Budget Overview

Recommendation: It is recommended that the City Council 1) Approve the FY 2026-27 Preliminary Budget and provide any additional direction to staff related to the preparation of the 2026-27 Final Budget; and 2) **Set June 9, 2026**, as the date for the public hearing for adoption of the FY 2026-27 Final Budget

Prepared by: Jennifer Styczynski, Finance Director

Council Meeting Date: 05/26/2026

Date Prepared: 05/21/2026

Agenda: Administrative

Discussion: In accordance with the City of Grass Valley Charter, the City Manager is required to submit a Preliminary Budget to the City Council no later than June 1 of each year for the upcoming fiscal year. The Charter also requires the City Council to hold a public hearing and adopt a Final Budget prior to the beginning of the new fiscal year.

Staff will present an overview of the recommended Fiscal Year (FY) 2026-27 Preliminary Budget, with a focus on the major operating and capital funds that support core City services and infrastructure. These funds include the General Fund, Measure E Fund, Measure B Fund, Water and Sewer Enterprise Funds, and Capital Projects Fund.

The FY 2026-27 Preliminary Budget has been prepared using updated revenue and expenditure projections and reflects information previously presented to the City Council during the FY 2025-26 Mid-Year Budget Update on February 24, 2026. Since that time, City management has continued to monitor economic conditions and financial trends that may impact the City's current and long-term fiscal outlook.

The proposed Preliminary Budget reflects several ongoing fiscal challenges affecting local governments statewide, including inflationary increases in operating and utility costs, continued volatility in CalPERS investment returns and related unfunded liability amortization payments, and rising property and liability insurance premiums. Despite these pressures, staff has continued to prioritize responsible fiscal planning and the long-term sustainability of City services and operations.

General Fund

	<u>Revenues</u>	<u>Expenditures</u>	<u>Net</u>
FY 2025-26 Estimated Actuals	\$ 19,534,879	\$ 19,620,920	\$ (86,041)
FY 2026-27 Preliminary Budget	\$ 19,928,982	\$ 19,946,611	\$ (17,630)

The FY 2026-27 Preliminary General Fund Budget includes projected revenues of \$19,928,982 and expenditures totaling \$19,946,611. This results in a minor operational gap of \$17,630,

which will be covered using General Fund reserves. Representing less than 0.1% of the total budget, this represents a functionally balanced budget despite significant upward pressure from mandated pension and labor costs. Key revenue and expenditure impacts to the City's General Fund for FY 2026-27 are outlined below.

Key Revenue Impacts

The FY 2026-27 budgeted revenue represents an increase of approximately \$394,000 over the projected revenue for FY 2025-26, primarily due to:

- **Property Tax:** Projected increases in property tax revenues, reflecting ongoing strength in the housing market and development activity.
- **Transient Occupancy Tax (TOT):** TOT revenues stabilizing above prior-year levels, with additional growth projected from upcoming development.
- **Sales Tax:** Projected slight increases over the prior year, maintaining a stable upward trend for the General Fund.
- **AB 109 Funds:** Increased revenue from an expanded allocation to the Police Department, funding an additional Police Officer dedicated to street-level outreach, case management, participating in collaborative courts, and social work.
- **Paid Parking Revenue:** Implementation of paid parking at the start of the fiscal year, with revenues offsetting a new Police Officer assigned to downtown parking enforcement and downtown/business interfacing.
- **Interest Earnings:** A slight projected decrease in future interest earnings as maturing or called bonds reinvest at lower rates, though overall yields remain stable and strong.
- **Reimbursements:** Minor reductions in reimbursement and refund accounts due to the elimination of one-time revenues recorded in the prior year.

Key Expenditure Impacts

The FY 2026-27 budgeted expenditures reflect an increase of approximately \$325,500 over projected FY 2025-26 expenditures. This increase is primarily due to:

- **Labor Costs:** Increased funding to support approved citywide salary and benefit adjustments.
- **CalPERS Obligations:** Significant annual increases in required payments toward the City's unfunded actuarial liability.
- **Utilities:** Rising operational expenses for fuel, electricity, and water.
- **Public Safety Staffing:** The addition of two Police Officers funded entirely by the new and increased revenues from AB 109 and paid parking.
- **Insurance Premiums:** Rising expenses for workers' compensation and general liability insurance, which were partially mitigated by the City electing to participate in the CIRA Fire District Sub-Pool.
- **Internal Controls:** Operating materials budgets for many departments are being held flat at FY 2025-26 levels to support overall budget stability.

As part of the FY 2026-27 budget development process, the City continues to maintain several key Assigned Reserves within the General Fund to support long-term financial stability and

organizational resiliency. These reserves are intended to help the City respond to future financial obligations, unexpected costs, economic uncertainty, and capital needs without significantly impacting ongoing operations or service levels. Current Assigned Reserve balances include:

- CalPERS Pension Stabilization Reserve - \$1,500,000
- Other Post-Employment Benefits (OPEB) Reserve - \$500,000
- Capital and Deferred Maintenance Reserve - \$1,000,000
- Economic Contingency Reserve - \$2,500,000

These reserves provide important financial flexibility in several key areas, including absorbing unexpected increases in pension and retiree health benefit costs, reducing reliance on discretionary General Fund revenues for major capital improvements and deferred maintenance projects, and helping mitigate the impacts of economic downturns or unforeseen revenue reductions. Maintaining these reserve levels remains an important component of the City's long-term financial planning strategy.

As of June 30, 2027, total General Fund reserves are projected to be approximately \$8.39 million, consisting of both designated and undesignated reserves. Projected reserve balances are summarized below:

\$ 5,919,035 Designated Reserves
 \$ 2,483,167 Undesignated Reserves
 \$ 8,402,202 Total General Fund Reserves

Measure E Fund

	<u>Revenues</u>	<u>Expenditures</u>	<u>Net</u>
FY 2025-26 Estimated Actuals	\$ 7,631,610	\$ 9,711,994	\$ (2,080,384)
FY 2026-27 Preliminary Budget	\$ 8,055,000	\$ 10,510,964	\$ (2,468,959)

The Measure E Fund accounts for the City's voter-approved one-cent transactions and use tax, a general-purpose tax that supports police and fire services, as well as streets and parks projects.

FY 2026-27, budgeted revenue are projected at \$8,055,000, representing an increase of approximately \$423,390 over FY 2025-26 estimated revenues of \$7,631,610. This increase is primarily attributable to the anticipated surplus sale of the current aerial ladder fire truck upon delivery of the replacement apparatus, as well as an expected insurance reimbursement for a damaged police vehicle scheduled for replacement.

FY 2026-27 budgeted expenditures total \$10,510,964, representing an increase of approximately \$799,000 over estimated FY 2025-26 expenditures. This increase is primarily driven by the planned use of prior years' carryover fund balance to support various street and parks projects. In addition, expenditures include the anticipated delivery and payment of a new aerial ladder fire truck in the amount of \$2.15 million which was ordered in December 2023, as well as a one-time records management system project, including software, server infrastructure, and implementation costs totaling approximately \$425,000.

Measure E funds are anticipated to support several key capital and infrastructure projects during FY 2026-27, including:

- Condon Park Improvements
- Loma Rica Trail Improvements
- Magenta Drain Restoration (in conjunction with other funding sources)
- Wolf Creek ATP Connectivity Project (in conjunction with other funding sources)
- Street Pavement Rehabilitation totaling approximately \$930,000

The Measure E Fund provides funding for 18 full-time equivalent (FTE) positions, including 9 FTE in the Police Department and 9 FTE in the Fire Department. All Measure E funded positions are fully budgeted and assumed to be filled throughout FY 2026-27.

City staff met with the Measure E Oversight Committee on May 19, 2026, to review key elements of the FY 2026-27 budget prior to its final adoption in June.

As of June 30, 2027, the Measure E Fund is projected to have an estimated ending fund balance of \$12,995. These remaining funds may be appropriated in future fiscal years for eligible Measure E purposes.

Measure B

	<u>Revenues</u>	<u>Expenditures</u>	<u>Net</u>
FY 2025-26 Estimated Actuals	\$ 2,760,000	\$ 1,820,923	\$ 939,077
FY 2026-27 Preliminary Budget	\$ 2,785,000	\$ 3,186,709	\$ (401,709)

The Measure B Fund accounts for the City’s voter-approved 3/8-cent transactions and use tax, a general-purpose tax dedicated to reducing the risk of catastrophic wildfire and extreme weather. Funding supports additional firefighting personnel, vegetation management, emergency evacuation planning, and related wildfire mitigation initiatives.

For FY 2026-27, projected revenue total \$2,785,000, while budgeted expenditures total \$3,186,709. As tax collection began in October 2024, FY 2026-27 represents the second full year of Measure B fund program implementation. With staffing levels continuing to be established and foundational program elements being developed, planned expenditures include green waste collection projects, development of long-term green waste disposal solutions, and the launch of a grant program to assist businesses and residents with fuel reduction efforts.

Additional expenditures include the purchase of equipment intended to improve operational flexibility and support multiple fuel reduction initiatives to be identified and implemented throughout the fiscal year.

The Measure B Fund provides funding for 12 full-time equivalent (FTE) positions, including 3 FTE in Risk Reduction and 9 FTE in the Fire Department. All Measure B-positions are fully budgeted and assumed to be filled throughout FY 2026-27.

City staff met with the Measure B Oversight Committee on May 19, 2026, to review key elements of the FY 2026-27 budget prior to its anticipated adoption in June.

As of June 30, 2027, the Measure B Fund is projected to have an estimated ended fund balance of \$1,770,196, which may be appropriated in future fiscal years to support eligible Measure B initiatives.

Water Fund

	<u>Revenues</u>	<u>Expenditures</u>	<u>Net</u>
FY 2025-26 Estimated Actuals	\$ 2,652,394	\$ 3,645,849	\$ (993,455)
FY 2026-27 Preliminary Budget	\$ 2,721,200	\$ 3,023,104	\$ (301,904)

FY 2026-27 Water Fund revenues are projected at \$2,721,200, representing a slight increase over FY 2025-26 estimated revenues. The increase is primarily attributable to the approved water rate adjustments adopted as part of the City's Water Rate Study.

FY 2026-27 budgeted expenditures total \$3,023,104, representing a decrease of approximately \$622,700 compared to FY 2025-26 estimated expenditures. This reduction is primarily due to the completion of the water main replacement associated with the South Auburn Street Renovation Project, as well as a reduction in the allocation for ongoing maintenance needs at the water treatment plant.

All other operating materials and service budgets are being maintained at levels generally consistent with FY 2025-26 in order to support overall budget stability while the fund continues to be evaluated for future operational and capital needs.

The Water Fund is projected to end FY 2026-27 with an estimated fund balance of approximately \$1.23 million. Of this amount, approximately \$1.21 million is reserved for specific purposes, leaving an estimated unreserved balance of approximately \$22,500. This projection assumes completion of all planned maintenance activities and capital improvement projects by fiscal year-end.

Sewer Fund

	<u>Revenues</u>	<u>Expenditures</u>	<u>Net</u>
FY 2025-26 Estimated Actuals	\$ 6,132,692	\$ 5,428,946	\$ 703,726
FY 2026-27 Preliminary Budget	\$ 6,130,000	\$ 10,691,470	\$(4,561,470)

FY 2026-27 Sewer Fund revenues are projected at \$6,130,000, representing a slight decrease from FY 2025-26 estimated revenues. The decrease is primarily attributable to reduced interest earnings as maturing or called bonds are reinvested at lower interest rates, although overall investment yields remain stable.

FY 2026-27 budgeted expenditures total \$10,691,470, representing an increase of approximately \$5.26 million over FY 2025-26 estimated expenditures. This increase is primarily driven by the carryover and continuation of several major capital improvement projects, including:

- Annual Wastewater Treatment Plant Upgrades
- Slate Creek Lift Station Project
- Sewer Lining Project
- Taylorville Lift Station Project

FY 2026-27 also marks the first fiscal year in which debt service payments for both the automated meter reading equipment lease, originally executed in 2011, and the 2011 Wastewater Refunding Bonds issued on August 1, 2011, are no longer included in the debt service schedule.

All other operating and service budgets were reviewed and adjusted as necessary to reflect departmental operational needs and anticipated increases in service-related costs.

The Sewer Fund is projected to end FY 2026-27 with an estimated fund balance of approximately \$6.36 million. Of this amount, \$3.69 million is reserved for specific purposes, leaving an estimated unreserved balance of approximately \$2.67 million. This projection assumes completion of all planned capital improvement projects by fiscal year-end.

Gas Tax Fund

	<u>Revenues</u>	<u>Expenditures</u>	<u>Net</u>
FY 2025-26 Estimated Actuals	\$ 1,117,671	\$ 1,050,884	\$ 66,787
FY 2026-27 Preliminary Budget	\$ 852,593	\$ 1,135,000	\$ (282,407)

The Gas Tax Fund accounts for revenues received from the Highway User Tax Account (HUTA), Senate Bill 1 (SB-1) Road Maintenance and Rehabilitation Account (RMRA), and pass-through funding from the Nevada County Transportation Commission (NCTC). These revenues are restricted for eligible transportation-related expenditures.

For FY 2026-27, Gas Tax Fund revenues are projected at \$852,593, representing a decrease of approximately \$265,000 compared to FY 2025-26 estimated revenues. The decrease is primarily attributable to a one-time transfer received in FY 2025-26 from the Special Projects Fund for the Mill Street Parking Lot Project and to reconcile fund balances. Excluding this transfer, projected ongoing Gas Tax revenues would reflect a modest increase of approximately \$17,112, generally consistent with scheduled SB 1 rate adjustments.

FY 2026-27 budgeted expenditures total \$1,135,000, representing an increase of approximately \$84,000 over FY 2025-26 estimated expenditures. Planned appropriations include street rehabilitation projects funded with RMRA revenues, sidewalk repairs, annual street maintenance activities, and transfers to the Traffic Safety Fund to support streetlight utility costs.

The Gas Tax Fund is projected to end FY 2026-27 with an estimated remaining fund balance of approximately \$20,730.

Traffic Safety Fund

	<u>Revenues</u>	<u>Expenditures</u>	<u>Net</u>
FY 2025-26 Estimated Actuals	\$ 191,400	\$ 191,400	\$ 0
FY 2026-27 Preliminary Budget	\$ 212,000	\$ 212,000	\$ 0

The Traffic Safety Fund accounts for revenues generated from parking citations and transfers from the Gas Tax Fund, which are primarily used to support citywide streetlight utility costs and related traffic safety expenditures.

Revenues for FY 2026-27 are projected to remain generally consistent with prior year levels, with modest increases reflecting updated estimates for parking citation activity and operating transfers. Expenditures are also expected to remain stable and are budgeted to fully support ongoing streetlight utility and traffic safety-related costs.

The FY 2026-27 Preliminary Budget is structurally balanced, with all projected revenues fully allocated toward planned expenditures. As a result, the Traffic Safety Fund is projected to have no remaining fund balance at the end of FY 2026-27.

Development Impact Fee Fund

	<u>Revenues</u>	<u>Expenditures</u>	<u>Net</u>
FY 2025-26 Estimated Actuals	\$ 444,804	\$ 0	\$ 444,804
FY 2026-27 Preliminary Budget	\$ 65,000	\$ 720,000	\$ (655,000)

The Development Impact Fee Fund accounts for the receipt and use of AB-1600 Development Impact Fees, which are restricted for nexus-based capital projects intended to mitigate the impacts of new development within the community.

Development Impact Fee Fund revenues for FY 2026-27 are projected to consist primarily of interest earnings, estimated at approximately \$65,000. Because development activity and related fee collections can fluctuate significantly from year to year, revenues will continue to be monitored, and the budget may be adjusted during the fiscal year as additional information becomes available.

The FY 2026-27 Preliminary Budget includes expenditures for three Development Impact Fee eligible projects: the Storm Drain Master Plan, the Bennett & Ophir Circulation Project, and the Centennial Drive Realignment Project. These are the only projects currently budgeted within the Development Impact Fee Fund for FY 2026-27. If any of these projects are not completed during the fiscal year, the remaining appropriations are expected to be carried forward into FY 2027-28, subject to City Council approval.

The Development Impact Fee Fund is projected to maintain an estimated ending fund balance of approximately \$2.36 million as of June 30, 2027. These funds remain legally restricted for eligible future capital improvement projects associated with growth and development impacts.

Capital Projects Fund

	<u>Revenues</u>	<u>Expenditures</u>	<u>Net</u>
FY 2025-26 Estimated Actuals	\$ 7,611,866	\$ 7,000,615	\$ 611,251
FY 2026-27 Preliminary Budget	\$ 11,789,543	\$ 11,789,543	\$ 0

The Capital Projects Fund accounts for most non-enterprise capital improvement projects citywide. While the General Fund primarily supports day-to-day operations and municipal services, the Capital Projects Fund provides a centralized mechanism for managing multi-year and multi-funded capital projects. This structure supports legal compliance, financial transparency, asset tracking, and efficient project management.

Capital projects are generally funded through restricted or non-discretionary revenue sources, including grants, development impact fees, and transfers from other City funds.

For FY 2026-27, Capital Projects Fund revenues and expenditures are both budgeted at approximately \$11.79 million. Project appropriations have been updated to reflect current cost estimates, project schedules, and anticipated funding availability.

Major new and continuing projects included in the FY 2026-27 Capital Projects Fund include:

- Wolf Creek Trail Study
- Wolf Creek ATP Connectivity Project
- Condon Park Baseball Improvements

- Centreville Bike Park Construction Project
- Magenta Drain Restoration Project
- McCourtney Road Pedestrian Improvements
- Annual Street Rehabilitation Program
- South Auburn and Colfax Roundabout Project

These projects are funded through a combination of grant sources, including Congestion Mitigation and Air Quality (CMAQ), Active Transportation Program (ATP), and Environmental and Climate Resiliency Grants (ECRG), as well as transfers from other City funds, including the General Fund, Measure E Fund, Gas Tax Fund, Traffic Safety Fund, Developer Impact Fee Fund, and Special Projects Fund.

Special Projects Fund

	<u>Revenues</u>	<u>Expenditures</u>	<u>Net</u>
FY 2025-26 Estimated Actuals	\$ 1,260,202	\$ 1,565,766	\$ (305,564)
FY 2026-27 Preliminary Budget	\$ 160,000	\$ 2,561,876	\$ (2,401,876)

The Special Projects Fund accounts for capital improvement projects that are funded through designated revenue sources outside of the City's primary operating funds. For FY 2026-27, projected revenues primarily consist of interest earnings and Regional Transportation Mitigation Fee (RTMF) revenues received from the County of Nevada.

The significant increase in expenditures for FY 2026-27 is primarily attributable to the planned use of previously accumulated funding for major park and recreation improvement projects. In FY 2021-22, the City issued approximately \$6 million in debt financing dedicated to future park improvements. To date, approximately \$3.88 million of those proceeds has been expended on approved capital improvement projects.

The FY 2026-27 Preliminary Budget recommends allocating the remaining approximately \$2.2 million toward three major capital improvement projects:

- Centreville Bike Park Project
- Lyman Gilmore lighting and site improvements
- Condon Park baseball improvement projects

In addition, approximately \$300,000 is budgeted for transfer to the Capital Projects Fund to support the Wolf Creek ATP Connectivity Project.

Following the planned use of these funds, the Special Projects Fund is projected to maintain an estimated ending fund balance of approximately \$3.23 million as of June 30, 2027. Remaining fund balance will be available to support future capital improvement needs and other eligible projects.

FY 2026-27 Final Budget Development

Following City Council review of the Preliminary Budget, staff will incorporate any additional direction provided by the Council into the development of the FY 2026-27 Final Budget.

Staff also met with the Measure E Oversight Committee and the Measure B Oversight Committee on May 19, 2026, to review the respective FY 2026-27 preliminary fund budgets

and receive input as part of the budget development process.

Council Goals/Objectives: The FY 2026-27 Preliminary Budget supports the City Council's Strategic Plan goal of maintaining a High-Performance Government and delivering Quality Service to the community through responsible financial planning and resource allocation.

Fiscal Impact: The recommended FY 2026-27 Preliminary Budget is balanced, with projected expenditures supported through a combination of anticipated revenues, available carryover funds, and existing fund balances within the respective funds. In certain funds, expenditures are projected to exceed current year revenues due to planned capital improvement projects that will utilize reserves accumulated in prior years for those specific purposes. Other funds may require the use of available reserves to maintain service levels and balance operations for FY 2026-27. Staff will continue to closely monitor revenues, expenditures, and reserve levels throughout the budget development process and during the fiscal year.

Funds Available: N/A

Account #: N/A

Reviewed by: Interim City Manager

Attachments: FY 2026-27 Preliminary Budget Detail including:

- General Fund Revenue and Expenditure Summary
- General Fund Revenue and Expenditure Account Detail
- Other Attachments - Fund Schedules for:
 - Fund 200 - Measure E Fund
 - Fund 207 - Measure B Fund
 - Fund 500 - Water Enterprise Fund
 - Fund 510 - Sewer Enterprise Fund
 - Fund 300 - Capital Projects Fund
 - Fund 310 - Special Projects Fund
 - Fund 201 - Gas Tax Fund
 - Fund 202 - Traffic Safety Fund
 - Fund 203 - Fire Reserve Fund
 - Fund 205 - EPA Grant Fund
 - Fund 206 - Developer Impact Fee Fund
 - Fund 225 - Vehicle Replacement Fund
 - Fund 450 - Elizabeth Daniels Park Fund
 - Fund 451 - Animal Shelter Fund

**City of Grass Valley
Budgeted Funds Synopsis
Annual Operations and Fund Balance
Fiscal Year 2026-27 Proposed Budget**

Fund - Description	Total Fund Balance 6/30/2025	---FY 2025-26 Estimated---		Estimated Fund Balance 6/30/2026	---FY 2026-27 Proposed---		Estimated Fund Balance 6/30/2027
		Fiscal Year 2025-26 Revenues	Fiscal Year 2025-26 Expenditures		Fiscal Year 2026-27 Revenues	Fiscal Year 2026-27 Expenditures	
100 - General Fund	\$ 8,505,872	\$ 19,534,879	\$ 19,620,920	\$ 8,419,831	\$ 19,928,982	\$ 19,946,611	\$ 8,402,202
200 - GF Measure E Sales Tax Fund	4,549,343	7,631,610	9,711,994	2,468,959	8,055,000	10,510,964	12,995
207 - GF Measure B Sales Tax Fund	1,232,828	2,760,000	1,820,923	2,171,905	2,785,000	3,186,709	1,770,196
Enterprise Funds							
500 - Water Enterprise Fund	\$ 2,528,141	\$ 2,652,394	\$ 3,645,849	\$ 1,534,686	\$ 2,721,200	\$ 3,023,104	\$ 1,232,782
510 - Sewer Enterprise Fund	9,874,641	6,132,672	5,428,946	10,578,367	6,130,000	10,691,470	6,016,897
Special Revenue Funds							
201 - State of California Gas Tax Fund	\$ 236,350	\$ 1,117,671	\$ 1,050,884	\$ 303,137	\$ 852,593	\$ 1,135,000	\$ 20,730
202 - Traffic Safety Fund	-	191,400	191,400	-	212,000	212,000	-
203 - Fire Reserve Fund	370,359	500,992	231,565	639,786	264,000	200,000	703,786
205 - EPA Brownfield Site Assessment Fund	3,607	61,638	65,245	-	123,235	123,235	-
206 - Developer Fee Project Fund	2,573,317	444,804	-	3,018,121	65,000	720,000	2,363,121
225 - Vehicle Replacement Fund	18,781	200	18,797	184	7,044	7,044	184
260 - Proposition 64 PH&S Grant Program	(533,748)	1,752,902	1,333,845	(114,691)	239,505	124,814	-
450 - Elizabeth Daniels Park Fund	109,206	3,000	-	112,206	3,000	-	115,206
451 - Animal Shelter Fund	2,276	60	-	2,336	60	-	2,396
Capital Projects Funds							
300 - Capital Improvements Projects Fund	\$ (719,375)	\$ 7,611,866	\$ 7,000,615	\$ (108,124)	\$ 11,796,587	\$ 11,789,543	\$ (101,080)
310 - Special Projects Fund	5,840,471	1,260,202	1,565,766	5,534,907	160,000	2,561,876	3,133,031
Assessment District Funds							
210 - Whispering Pines Landscaping & Lighting	\$ 68,757	\$ 31,938	\$ 25,682	\$ 75,013	\$ 32,241	\$ 27,449	\$ 79,805
211 - Litton P. 1 L&L	18,052	7,435	4,597	20,890	7,674	5,697	22,866
212 - Morgan Ranch Landscaping & Lighting Fund	70,520	31,883	22,029	80,374	32,285	23,829	88,830
213 - Ventana Sierra Landscaping & Lighting	(1,469)	4,658	7,486	(4,297)	6,200	8,458	(6,555)
214 - Scotia Pines Landscaping & Lighting Fund	353	4,760	5,652	(539)	4,847	7,722	(3,414)
215 - MA Dist. 2003-1 (Morgan Ranch Unit 7)	19,919	1,030	559	20,390	980	559	20,812
216 - MR West BAD No 2010-1	12,085	1,080	456	12,709	1,000	456	13,254
217 - MR West L&L No. 1988-2 Annex	7,810	710	680	7,840	700	690	7,849
218 - Ridge Meadows L&L 2016-1	6,438	9,620	8,196	7,862	9,890	7,406	10,345
219 - Ridge Meadows BAD 2016-1	16,190	1,155	635	16,710	1,100	635	17,175
220 - Loma Rica Ranch Landscaping & Lighting Fund	(1,563)	156,477	66,662	88,252	159,776	90,400	157,628
Trust & Agency / Internal Service Funds							
770 - Downtown Assessment District Fund	\$ 54,089	\$ 65,000	\$ 95,637	\$ 23,452	\$ 65,500	\$ 65,640	\$ 23,312
780 - Grass Valley Successor Agency Fund	680,203	573,374	601,422	652,155	563,137	603,059	612,222

**City of Grass Valley
Budgeted Funds Synopsis
Annual Operations and Fund Balance
Fiscal Year 2026-27 Proposed Budget**

Fund - Description	Total Fund Balance 6/30/2025	---FY 2025-26 Estimated---		Estimated Fund Balance 6/30/2026	---FY 2026-27 Proposed---		Estimated Fund Balance 6/30/2027	
		Fiscal Year 2025-26 Revenues	Fiscal Year 2025-26 Expenditures		Fiscal Year 2026-27 Revenues	Fiscal Year 2026-27 Expenditures		
<i>CDBG & HOME Loan / Program Income Funds</i>								
230 - 02-HOME-0586 Glenbrook Apts.	\$ 4,421,230	\$ 32,713	\$ 3,500	\$ 4,450,443	\$ 32,713	\$ 3,500	\$ 4,479,656	
231 - 09-HOME-6272 1st Time Homebuyers	1,053,787	34,000	-	1,085,239	35,000	-	1,117,691	
232 - 12-HOME-8564 First Time Homebuyers	285,492	6,569	-	292,061	6,569	-	298,630	
233 - HOME Grant 1st Time Homebuyers	652,052	8,985	10,000	651,037	8,985	10,000	650,022	
234 - 99-HOME-0369 First Time Homebuyers	450,158	1,646	-	451,804	1,646	-	453,450	
235 - 00-HOME-0461 Cedar Park Apts.	1,971,721	48,184	3,500	2,016,405	48,184	3,500	2,061,089	
236 - 00-HOME-14968 FTHB	79,734	1,500	-	81,234	1,500	-	82,734	
240 - 04-STBG-1960 TIG Housing Rehabilitation	\$ 71,323	\$ -	\$ -	\$ 71,323	\$ -	\$ -	\$ 71,323	
241 - CDBG	4,152	249	8,000	(3,599)	250	5,000	(8,349)	
242 - CDBG Revolving Fund	180,530	1,720	264	181,986	1,720	264	183,442	
243 - Revolving Loan Fund - Business Loans	101,498	-	-	101,498	-	-	101,498	
247 - 95-STBG-897 - Housing and Infrastructure	15,098	320	240	15,178	250	240	15,188	
249 - 99-STBG-1362 - Housing & Child Care Cent	110,000	-	-	110,000	-	-	110,000	
250 - CDBG Housing and Doris Drive	27,055	60	222	26,893	30	222	26,701	
251 - Housing Rehab - 04-STBG-1900	370,884	7,104	-	377,988	7,104	-	385,092	

Total Budget (Excluding CDBG & HOME):	Total Fund Balance 6/30/2025	---FY 2025-26 Estimated---		Estimated Est. Fund Balance 6/30/2026	---FY 2026-27 Proposed---		Estimated Est. Fund Balance 6/30/2027
		Fiscal Year 2025-26 Revenues	Fiscal Year 2025-26 Expenditures		Fiscal Year 2026-27 Revenues	Fiscal Year 2026-27 Expenditures	
General Fund	\$ 8,505,872	\$ 19,534,879	\$ 19,620,920	\$ 8,419,831	\$ 19,928,982	\$ 19,946,611	\$ 8,402,202
Measure E Fund	4,549,343	7,631,610	9,711,994	2,468,959	8,055,000	10,510,964	12,995
Measure B Fund	1,232,828	2,760,000	1,820,923	2,171,905	2,785,000	3,186,709	1,770,196
Enterprise Funds	12,402,782	8,785,066	9,074,795	12,113,053	8,851,200	13,714,574	7,249,679
Special Revenue Funds	2,780,148	4,072,667	2,891,736	3,961,079	1,766,437	2,522,093	3,205,423
Capital Projects Funds	5,121,096	8,872,068	8,566,381	5,426,783	11,956,587	14,351,419	3,031,951
Assessment District Funds	217,092	250,746	142,633	325,205	256,692	173,301	408,596
Trust & Agency Funds	734,292	638,374	697,059	675,607	628,637	668,699	635,545
Total:	\$ 35,543,453	\$ 52,545,410	52,526,441	\$ 35,562,422	\$ 54,228,535	65,074,371	\$ 24,716,585
LESS: Transfers:		\$ (6,771,339)	(6,771,339)		\$ (6,846,455)	(6,846,455)	
Total Operating Budget Net of Transfers:		\$ 45,774,071	45,755,102		\$ 47,382,080	58,227,916	

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
General Fund Revenue and Expenditure Summary

REVENUES	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Taxes & Assessments	\$ 13,288,816	13,929,123	14,307,964	14,823,759	15,306,041
Licenses & Permits	287,918	264,756	293,123	263,477	269,370
Franchises	991,507	1,010,504	1,078,630	1,090,506	1,132,531
Fines & Forfeitures	171	432	1,100	1,305	200
Charges for Services	520,356	619,486	722,374	684,704	916,775
Intergovernmental	656,238	354,170	364,023	798,020	623,322
Use of Money & Property	67,450	382,438	280,111	250,812	211,000
Reimbursements	959,109	1,294,498	1,381,183	1,286,215	1,189,332
Miscellaneous Revenue	53,479	52,562	255,428	95,018	41,000
Transfers In	466,970	453,855	516,425	241,063	239,411
TOTAL REVENUES	\$ 17,292,014	18,361,824	19,200,361	19,534,879	19,928,982
EXPENDITURES					
City Council (101)	\$ 77,938	57,012	63,859	68,004	64,955
City Manager (102)	372,011	367,821	455,339	443,277	412,142
Human Resources (103)	36,544	25,331	22,763	25,000	25,000
Finance (104)	550,711	465,197	490,819	357,140	385,554
Information Technology (105)	337,029	383,438	344,356	460,416	477,395
City Attorney (106)	387,818	367,486	255,704	236,250	251,250
Police Department (201)	5,446,921	6,068,553	6,045,051	6,316,540	6,587,064
Animal Services (202)	282,385	260,639	292,481	275,651	285,514
Fire Department (203)	3,761,920	4,112,355	4,086,888	4,514,772	4,435,797
Community Development - Planning (301)	475,742	311,861	310,909	333,911	365,401
Community Development - Building (302)	494,801	467,140	475,968	406,027	413,070
Public Works - Administration & Engineering (401)	327,616	410,834	434,754	382,841	379,359
Public Works - Streets Maintenance (402)	496,744	592,128	486,818	514,530	517,402
Public Works - Fleet Services (403)	312,349	277,692	364,057	461,919	449,924
Public Works - Facilities (404)	138,972	154,009	130,723	116,269	122,191
Public Works - Capital (406)	-	22,299	10,850	-	-
Parks and Recreation - Administration (501)	570,469	617,794	639,767	620,811	603,930
Parks and Recreation - Swimming Pool (502)	128,278	196,969	145,156	138,113	140,040
Parks and Recreation - Recreation (503)	27,111	50,371	41,314	15,310	16,960
Non-Departmental (601)	2,118,476	1,807,838	2,225,668	2,335,338	2,500,781
Debt Service (601)	1,446,701	1,469,455	1,451,211	1,433,862	1,430,837
Appropriation for Contingency (601)	164,874	111,612	49,626	89,939	-
Transfers Out (601)	628,556	71,957	230,074	75,000	82,044
TOTAL EXPENDITURES	\$ 18,583,966	18,669,791	19,054,155	19,620,920	19,946,611
Excess / (Deficit) of Revenues over Expenditures	\$ (1,291,952)	(307,967)	146,206	(86,041)	(17,630)
Beginning Fund Balance	\$ 9,959,585	8,667,633	8,359,666	8,505,872	8,419,831
Ending Fund Balance	\$ 8,667,633	8,359,666	8,505,872	8,419,831	8,402,202
Less - Designated Reserves:					
Police Department Property Deposits	\$ 22,846	42,944	20,741	49,268	49,268
Tree Preservation	10,701	10,701	10,701	10,701	10,701
Whispering Pines	153,160	153,160	153,160	153,160	153,160
PARSAC Claim Reserves	75,000	75,000	75,000	75,000	75,000
ADA Access - SB 1186	14,232	14,232	16,724	17,228	17,228
PEG Reserves	93,594	3,941	6,627	6,627	6,627
Corporation Yard Remodel Funds	267,051	267,051	82,051	82,051	82,051
Nevada City Fire Apparatus Funds	25,000	25,000	25,000	25,000	25,000
Pension Stabilization Reserve	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
OPEB Stabilization Reserve	500,000	500,000	500,000	500,000	500,000
Capital and Deferred Maintenance Reserve	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Economic Contingency Reserve	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
Total Designated Reserves	\$ 6,161,584	6,092,029	5,890,004	5,919,035	5,919,035
Amount Not Obligated at Year End	\$ 2,506,049	2,267,637	2,615,868	2,500,796	2,483,166

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
General Fund Revenue Account Detail (Fund 100)

Description	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Secured & Unsecured Property Taxes	\$ 3,220,979	3,347,070	3,513,049	3,702,364	3,925,458
Supplemental Property Taxes	167,438	111,588	67,811	76,868	70,000
Property Tax Homeowners Exemption (HOPT)	23,315	20,628	20,976	20,946	20,946
Property Tax in Lieu of VLF	1,503,671	1,561,713	1,642,012	1,707,459	1,767,220
RPTTF Residual Property Tax Distributions	256,239	506,610	490,626	512,575	512,575
Real Estate Transfer Taxes	66,225	64,649	88,553	82,447	83,271
Sales Tax	7,761,819	7,850,805	7,639,547	7,770,000	7,841,000
Sales Tax Payment to Nevada County	(1,158,880)	(1,028,389)	(979,524)	(1,010,100)	(1,019,330)
Proposition 172 Public Safety Augmentation	157,009	147,664	145,034	150,200	149,900
Transient Occupancy Tax	1,033,199	1,033,225	1,119,104	1,159,000	1,285,000
Fire Department Assessments	257,802	276,451	309,645	317,000	325,000
Cannabis Excise Tax	-	37,109	251,131	335,000	345,000
TOTAL TAXES & ASSESSMENTS	\$ 13,288,816	13,929,123	14,307,964	14,823,759	15,306,041
Business Licenses	\$ 200,703	201,877	209,090	202,000	211,000
Animal Licenses	5,040	2,502	4,332	4,000	3,000
MVLF Residual Fees	13,958	16,820	21,459	20,808	20,500
SB-1186 Fee (ADA)	7,234	7,006	7,451	-	-
Fire Department Permits	1,925	1,320	1,795	3,500	1,700
Police Department Permits	27,233	4,220	17,599	5,000	5,000
Tobacco Licenses	3,000	3,100	6,012	3,000	3,000
Gaming Licenses	1,336	1,336	1,336	1,169	1,169
Bicycle Licenses	1	-	1	-	1
Tree Removal Permits	4,760	4,390	4,698	4,000	4,000
Parking Lot Permits	22,728	22,185	19,350	20,000	20,000
TOTAL LICENSES & PERMITS	\$ 287,918	264,756	293,123	263,477	269,370
PG&E Franchise Fee	205,383	226,011	267,970	280,506	294,531
Cable TV Franchise Fee	234,122	192,517	159,606	130,000	128,000
Solid Waste Franchise Fee	552,002	591,976	651,054	680,000	710,000
TOTAL FRANCHISES	\$ 991,507	1,010,504	1,078,630	1,090,506	1,132,531
Business License Penalties	\$ 171	432	500	1,305	200
Code Enforcement Penalties	-	-	600	-	-
TOTAL FINES & FORFEITURES	\$ 171	432	1,100	1,305	200
Planning Fees	\$ 53,070	52,799	87,280	90,000	85,000
Building Fees	350,746	336,067	404,293	360,000	370,000
Fire Department Plan Check Fee	15,258	18,663	20,091	16,000	16,000
Fire Department Miscellaneous	215	20,490	16,274	13,000	15,000
Police Department Miscellaneous	12,053	17,688	16,441	12,000	3,000
Police Department Vehicle Abatement	(9,521)	40,841	20,369	30,000	20,000
Police Dept - Report Copies	1,022	993	1,316	500	700
Police Dept - Repossession Fees	15	5	190	75	75
Police Dept - AB 109	-	-	-	-	100,000
Paid Parking Revenue	7,073	5,762	11,883	20,000	170,000
Engineering Fees	31,177	25,781	10,102	15,000	15,000
Mill Street Encroachment Permit	1,743	21,525	20,345	21,645	20,000
Animal Shelter - Dogs Redeemed	19,547	13,862	12,398	6,000	7,000
Animal Shelter - Other Revenues	-	-	6,538	20,000	20,000
Parks - Field Rentals	23,108	38,652	67,973	50,000	50,000
Parks - Building Rentals	9,305	17,019	22,780	21,356	20,000
Parks - Other Fees and Charges	5,545	9,339	4,101	9,128	5,000
TOTAL CHARGES FOR SERVICES	\$ 520,356	619,486	722,374	684,704	916,775

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
General Fund Revenue Account Detail (Fund 100)

Description	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Police - Other Grants	\$ 25,000	-	3,853	-	-
COPS Grant - SLESF	190,271	186,159	194,663	201,537	190,000
Miscellaneous State Grants	118,682	-	-	-	-
Miscellaneous Federal Grants	-	-	-	113,500	-
Police POST Reimbursements	18,143	25,006	19,828	10,957	15,000
NJUHS Policing Agreement	90,000	120,000	120,000	120,000	120,000
Strike Team Reimbursements	23,066	-	-	332,000	260,000
CalVIP Grant	182,076	(51,022)	-	-	-
Beverage Recycling Program	5,000	5,000	5,000	5,000	5,000
SB 1383 - Mandatory Organic Waste	-	69,027	20,679	15,026	33,322
State Highway Funds	4,000	-	-	-	-
TOTAL INTERGOVERNMENTAL	\$ 656,238	354,170	364,023	798,020	623,322
Interest Earnings	\$ 160,778	268,058	186,668	240,000	200,000
Unrealized Gain / Loss Investment	(100,602)	99,694	79,915	-	-
City Hall Rentals	7,164	13,696	12,058	9,552	10,000
Fire Facility Rentals	110	990	1,470	1,260	1,000
TOTAL USE OF MONEY & PROPERTY	\$ 67,450	382,438	280,111	250,812	211,000
NCCFD Reimbursements	\$ 19,780	-	-	-	-
Nevada City Animal Control Reimbursement	32,663	48,958	48,415	47,508	46,000
Police - Administrative Fee Reimbursement	5,830	6,315	7,440	5,375	5,000
Police - Expense Reimbursement	331	72,247	47,039	7,000	7,000
Fire Department Response Reimbursement	891,181	949,473	966,402	1,007,332	1,012,332
General Expense Reimbursement	9,324	217,505	311,887	219,000	119,000
TOTAL REIMBURSEMENTS	\$ 959,109	1,294,498	1,381,183	1,286,215	1,189,332
Animal Control - Grants / Donations	\$ 5,268	2,076	30,698	13,789	1,000
Historical Commission Donation	-	-	83	1,601	-
Hometown Hero Banner Program	-	-	-	1,050	-
Miscellaneous Grants / Donations	100	-	50,000	-	-
Unclaimed Property	12,155	664	-	1,505	-
Cash Over / (Short)	-	(20)	-	-	-
Copies / Retail Sales Revenue	-	24	-	-	-
Late Fees	10,943	12,402	17,927	10,000	10,000
Sale of Fixed Assets	-	-	10,000	6,473	-
Insurance Refunds & Payments	6,774	16,601	87,757	43,200	15,000
Miscellaneous Revenue	18,239	20,815	58,963	17,400	15,000
TOTAL MISCELLANEOUS	\$ 53,479	52,562	255,428	95,018	41,000
Transfers In from Other Funds	\$ 466,970	453,855	516,425	241,063	239,411
TOTAL TRANSFERS IN	\$ 466,970	453,855	516,425	241,063	239,411
TOTAL GENERAL FUND	\$ 17,292,014	18,361,824	19,200,361	19,534,879	19,928,982

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
General Fund (Fund 100)

<u>Departmental Expenditure Account Detail</u>	<u>Actual</u> <u>FY 2022-23</u>	<u>Actual</u> <u>FY 2023-24</u>	<u>Actual</u> <u>FY 2024-25</u>	<u>Estimated</u> <u>FY 2025-26</u>	<u>Proposed</u> <u>FY 2026-27</u>
City Council - 101					
Personal Services					
Salaries - Regular	\$ 18,539	15,984	26,200	33,600	30,300
FICA	1,224	1,300	2,004	2,571	2,318
Total Personal Services	\$ 19,763	17,284	28,204	36,171	32,618
Services and Supplies					
Office Supplies	\$ 1,790	-	-	-	-
Dues & Subscriptions	12,868	15,093	9,796	10,063	10,337
Operating Materials	18,300	7,942	3,332	4,000	4,000
Printing / Advertising	975	1,466	4,167	2,500	2,500
Contractual Services	17	-	2,525	270	500
Elections Costs	10,461	517	-	-	-
Conferences	13,764	13,749	15,835	15,000	15,000
Total Services and Supplies	\$ 58,175	38,767	35,655	31,833	32,337
Capital Outlay					
Other Machinery & Equipment	\$ -	961	-	-	-
Total Capital Outlay	\$ -	961	-	-	-
Total City Council	\$ 77,938	57,012	63,859	68,004	64,955
City Manager - 102					
Personal Services					
Salaries - Regular	\$ 237,431	232,115	245,790	284,603	267,948
Salaries - Part-Time	1,503	10,738	4,977	10,005	-
FICA	14,049	14,972	15,910	22,799	20,829
PERS Retirement	27,306	28,498	26,679	23,840	27,239
Health / Dental / Vision / Life Ins	64,330	52,524	59,356	63,788	68,469
Deferred Compensation	2,905	3,394	3,310	2,706	3,475
Total Personal Services	\$ 347,524	342,241	356,022	407,741	387,960
Services and Supplies					
Office Supplies	\$ 4,197	57	1,678	-	500
Communications	-	-	1,049	709	855
Postage	-	1,026	278	-	-
Dues & Subscriptions	3,379	405	345	132	132
Membership Dues	-	500	2,175	1,695	1,695
Operating Materials	6,096	8,694	5,978	5,000	2,500
Printing / Advertising	822	-	133	500	500
Contractual Services	3,718	3,055	65,147	25,000	2,000
Elections Costs	1,571	11,843	12,370	1,500	13,000
Conferences	4,704	-	10,164	1,000	3,000
Total Services and Supplies	\$ 24,487	25,580	99,317	35,536	24,182
Total City Manager	\$ 372,011	367,821	455,339	443,277	412,142
Human Resources - 103					
Services and Supplies					
Contractual Services	\$ 36,544	25,331	22,763	25,000	25,000
Total Services and Supplies	\$ 36,544	25,331	22,763	25,000	25,000
Total Human Resources	\$ 36,544	25,331	22,763	25,000	25,000
Finance - 104					
Personal Services					
Salaries - Regular	\$ 325,487	273,859	284,513	188,714	

**City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
General Fund (Fund 100)**

<u>Departmental Expenditure Account Detail</u>	<u>Actual FY 2022-23</u>	<u>Actual FY 2023-24</u>	<u>Actual FY 2024-25</u>	<u>Estimated FY 2025-26</u>	<u>Proposed FY 2026-27</u>
Overtime	2,732	2,306	1,725	1,500	2,000
FICA	23,068	19,782	20,499	14,534	15,558
PERS Retirement	25,456	23,695	21,037	14,739	15,169
Health / Dental / Vision / Life Ins	83,741	56,864	64,935	45,603	48,510
Deferred Compensation	5,214	6,046	4,393	1,000	1,000
Total Personal Services	\$ 465,698	382,552	397,102	266,090	284,064
Services and Supplies					
Office Supplies	\$ 2,229	1,294	1,259	2,500	2,500
Communications	-	-	338	450	540
Postage	-	4,591	1,481	-	-
Operating Materials	3,546	1,161	1,465	-	-
Contractual Services	66,319	65,801	80,484	85,000	95,000
Maintenance Contracts	8,992	8,992	7,494	-	-
Bank Service Charges	1,392	283	282	400	400
Conferences & Travel	2,535	523	914	2,700	3,050
Total Services and Supplies	\$ 85,013	82,645	93,717	91,050	101,490
Total Finance	\$ 550,711	465,197	490,819	357,140	385,554
Information Technology - 105					
Personal Services					
Salaries - Regular	\$ -	-	47,285	147,579	155,479
FICA	-	-	3,650	11,339	11,944
PERS Retirement	-	-	5,849	17,025	17,883
Health / Dental / Vision / Life Ins	-	-	9,278	27,990	36,379
Total Personal Services	\$ -	-	66,062	203,933	221,685
Services and Supplies					
Office Supplies	\$ 146	269	(31)	500	500
Communications	34,604	72,049	74,059	85,508	71,888
Postage	109	-	-	-	-
Dues & Subscriptions	250	-	-	-	-
Membership Dues	-	130	65	130	130
Utilities	4,844	1,775	-	-	-
Software	14,951	13,037	49,710	230,000	225,733
Operating Materials	78	-	12,225	50,000	50,000
Contractual Services	321,095	513,642	359,003	38,000	51,600
Conferences & Travel	-	1,580	-	-	3,000
Total Services and Supplies	\$ 376,077	602,482	495,031	404,138	402,851
Cost Allocation					
Non-Personal Overhead Transfer	\$ (150,430)	(255,626)	(229,572)	(147,655)	(147,140)
Total Cost Allocation	\$ (150,430)	(255,626)	(229,572)	(147,655)	(147,140)
Capital Outlay					
Technology	\$ 107,542	32,742	12,835	-	-
Other Machinery & Equipment	3,840	3,840	-	-	-
Total Capital Outlay	\$ 111,382	36,582	12,835	-	-
Total Information Technology	\$ 337,029	383,438	344,356	460,416	477,395
City Attorney - 106					
Services and Supplies					
Contractual Services	\$ 26,076	-	-	-	-
Legal Services	361,742	489,982	340,938	315,000	335,000
Total Services and Supplies	\$ 387,818	489,982	340,938	315,000	335,000
Cost Allocation					
Non-Personal Overhead Transfer	\$ -	(122,496)	(85,234)	(78,750)	(82,750)

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
General Fund (Fund 100)

<u>Departmental Expenditure Account Detail</u>	<u>Actual</u> <u>FY 2022-23</u>	<u>Actual</u> <u>FY 2023-24</u>	<u>Actual</u> <u>FY 2024-25</u>	<u>Estimated</u> <u>FY 2025-26</u>	<u>Proposed</u> <u>FY 2026-27</u>
Total Cost Allocation	\$ -	(122,496)	(85,234)	(78,750)	(83,750)
Total City Attorney	\$ 387,818	367,486	255,704	236,250	251,250
Police - 201					
Personal Services					
Salaries - Regular	\$ 2,576,948	2,787,053	2,909,727	3,067,555	3,349,413
Salaries - Part-Time	70,792	41,910	32,438	11,809	16,533
Overtime	280,014	294,568	250,391	280,000	265,000
Shift Differential	30,358	37,745	26,349	28,000	28,000
FICA	209,939	228,455	233,206	240,396	263,104
PERS Retirement	464,486	565,466	565,349	569,596	602,517
Health / Dental / Vision / Life Ins	511,032	499,263	470,215	458,871	473,396
Deferred Compensation	6,374	37,481	35,743	42,692	50,097
Uniform / Uniform Allowance	34,200	53,454	19,614	35,375	36,219
Unemployment	5,892	-	-	-	-
Total Personal Services	\$ 4,190,035	4,545,395	4,543,032	4,734,294	5,084,279
Services and Supplies					
Office Supplies	\$ 4,418	7,373	4,346	5,000	5,000
Communications	62,166	68,996	86,631	87,780	81,000
Postage	848	2,807	1,115	-	-
Dues & Subscriptions	1,753	1,432	1,461	2,500	1,720
Membership Dues	3,821	2,796	2,906	3,000	3,000
Fuel & Oil	120,524	128,997	77,599	40,000	45,000
Utilities	921	792	829	3,600	5,530
Software	168,389	88,024	102,431	91,566	126,937
Small Tools	-	-	2,510	-	-
Operating Materials	105,924	109,777	51,070	100,000	80,000
Printing / Advertising	3,940	5,278	2,451	4,000	4,000
Contractual Services	614,074	938,901	998,970	1,080,000	988,468
Maintenance Contracts	-	9,107	20,489	21,000	20,630
Vehicle Towing	9,373	10,574	15,955	12,000	10,000
Conferences & Travel	61,408	77,484	68,391	62,000	62,000
Building Repairs & Maintenance	16,991	12,608	7,651	7,500	7,500
Automotive Repairs & Maintenance	65,098	47,065	57,045	60,000	60,000
Equipment Maintenance	402	-	169	2,300	2,000
Total Services and Supplies	\$ 1,240,050	1,512,011	1,502,019	1,582,246	1,502,785
Capital Outlay					
Vehicles	\$ 1,603	(883)	-	-	-
Technology	1,385	12,030	-	-	-
Other Machinery & Equipment	13,848	-	-	-	-
Total Capital Outlay	\$ 16,836	11,147	-	-	-
Total Police	\$ 5,446,921	6,068,553	6,045,051	6,316,540	6,587,064
Animal Services - 202					
Personal Services					
Salaries - Regular	\$ 131,456	124,248	108,980	93,316	112,818
Salaries - Part-Time	-	241	30,183	35,034	32,367
Overtime	8,232	14,546	10,081	5,000	6,000
FICA	10,097	9,995	10,608	9,819	11,107
PERS Retirement	9,423	8,508	7,968	7,428	8,946
Health / Dental / Vision / Life Ins	42,278	40,279	38,701	37,865	43,282
Uniform / Uniform Allowance	5,737	794	76	800	500
Unemployment	-	-	309	3,000	-

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
General Fund (Fund 100)

Departmental Expenditure Account Detail	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Total Personal Services	\$ 207,223	198,611	206,906	192,262	215,020
Services and Supplies					
Office Supplies	\$ 1,089	1,532	1,138	1,200	1,200
Communications	1,811	1,562	1,406	1,400	2,000
Membership Dues	100	100	150	-	-
Fuel & Oil	2,290	1,508	1,778	-	-
Operating Materials	20,189	17,276	30,521	30,000	20,000
Printing / Advertising	423	146	408	500	500
Contractual Services	35,161	35,492	41,991	38,289	35,000
Maintenance Contracts	-	3,199	6,779	8,000	8,494
Conferences & Travel	479	450	653	1,000	1,000
Building Repairs & Maintenance	13,596	728	751	3,000	2,000
Automotive Repairs & Maintenance	24	35	-	-	300
Total Services and Supplies	\$ 75,162	62,028	85,575	83,389	70,494
Total Animal Services	\$ 282,385	260,639	292,481	275,651	285,514
Fire - 203					
Personal Services					
Salaries - Regular	\$ 1,680,233	1,955,252	1,961,205	2,024,104	2,076,016
Salaries - Part-Time	(54,244)	8,594	3,038	-	-
Overtime	668,010	454,834	443,132	400,000	400,000
FLSA Overtime	-	-	9,156	46,491	44,742
Overtime - Strike Team	-	-	-	300,000	250,000
FICA	162,613	180,264	196,052	160,611	164,313
PERS Retirement	308,400	360,888	354,996	345,928	353,896
Health / Dental / Vision / Life Ins	298,175	307,558	354,451	360,122	354,540
Deferred Compensation	3,894	3,898	3,896	4,488	5,000
Uniform / Uniform Allowance	12,429	23,214	16,565	23,325	22,125
Unemployment	-	-	1,360	-	-
Total Personal Services	\$ 3,079,510	3,294,502	3,343,851	3,665,069	3,670,633
Services and Supplies					
Office Supplies	\$ 13,928	8,312	10,269	7,000	12,000
Communications	31,687	28,561	23,348	26,700	26,700
Postage	639	262	4	-	-
Dues & Subscriptions	4,282	7,052	4,512	5,000	6,079
Fuel & Oil	73,594	87,636	78,018	70,000	80,000
Utilities	5,994	4,646	5,060	4,700	4,700
Operating Materials	50,843	79,842	58,901	65,000	75,000
Printing / Advertising	410	231	610	500	500
Contractual Services	299,718	345,233	346,582	329,000	347,015
Maintenance Contracts	-	-	1,551	8,000	10,820
Wildfire Mitigation Costs	-	28,062	-	-	-
Liability Insurance	1,800	-	-	-	-
Conferences & Travel	12,284	12,808	29,277	28,000	30,000
Building Repairs & Maintenance	43,820	43,837	39,063	45,000	45,000
Automotive Repairs & Maintenance	141,394	169,348	143,605	145,000	125,000
Property Tax Collection Fees	2,017	2,023	2,237	2,303	2,350
Total Services and Supplies	\$ 682,410	817,853	743,037	736,203	765,164
Capital Outlay					
Other Machinery & Equipment	\$ -	-	-	113,500	-
Total Capital Outlay	\$ -	-	-	113,500	-
Total Fire	\$ 3,761,920	4,112,355	4,086,888	4,514,772	4,435,797

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
General Fund (Fund 100)

<u>Departmental Expenditure Account Detail</u>	<u>Actual</u> <u>FY 2022-23</u>	<u>Actual</u> <u>FY 2023-24</u>	<u>Actual</u> <u>FY 2024-25</u>	<u>Estimated</u> <u>FY 2025-26</u>	<u>Proposed</u> <u>FY 2026-27</u>
Planning - 301					
Personal Services					
Salaries - Regular	\$ 302,524	184,357	192,312	198,144	224,209
Overtime	24	78	25	100	100
FICA	21,010	13,762	14,745	15,158	17,152
PERS Retirement	27,100	20,267	21,396	23,643	26,057
Health / Dental / Vision / Life Ins	55,313	46,752	47,523	62,639	69,127
Uniform / Uniform Allowance	2,335	-	-	-	-
Personnel Services Overhead Transfer	(3,346)	(2,849)	(2,695)	(3,000)	(3,000)
Total Personal Services	\$ 404,960	262,367	273,306	296,684	333,644
Services and Supplies					
Office Supplies	\$ 503	65	-	-	-
Postage	-	1,451	1,179	-	-
Dues & Subscriptions	579	12,261	4,941	4,000	4,000
Membership Dues	-	592	609	627	627
Software	350	-	-	9,600	10,330
Operating Materials	2,259	4,132	539	1,000	1,000
Printing / Advertising	8,463	3,991	4,172	9,000	5,000
Contractual Services	58,352	25,671	24,388	11,000	8,800
Conferences & Travel	276	1,331	1,775	2,000	2,000
Total Services and Supplies	\$ 70,782	49,494	37,603	37,227	31,757
Total Planning	\$ 475,742	311,861	310,909	333,911	365,401
Building - 302					
Personal Services					
Salaries - Regular	\$ 304,469	264,861	261,737	189,882	194,619
Salaries - Part-Time	4,350	6,325	1,050	21,755	21,755
Overtime	638	2,097	768	400	400
FICA	22,513	19,887	19,257	16,190	16,553
PERS Retirement	30,081	30,520	30,563	24,262	24,687
Health / Dental / Vision / Life Ins	55,515	60,719	68,549	46,441	43,946
Deferred Compensation	583	-	-	-	-
Total Personal Services	\$ 418,149	384,409	381,924	298,930	301,960
Services and Supplies					
Office Supplies	\$ 901	678	557	1,000	1,000
Communications	(71)	-	540	-	-
Postage	-	91	89	-	-
Dues & Subscriptions	1,925	-	100	-	-
Membership Dues	-	354	358	450	362
Fuel & Oil	1,166	1,144	1,058	-	-
Software	-	-	-	15,026	15,800
Operating Materials	1,419	828	345	3,000	3,000
Printing / Advertising	496	377	39	500	500
Contractual Services	61,317	71,579	68,938	60,000	67,448
Bank Service Charges	6,517	5,092	21,687	26,000	22,000
Conferences & Travel	2,982	749	226	1,000	1,000
Automotive Repairs & Maintenance	-	1,839	107	121	-
Total Services and Supplies	\$ 76,652	82,731	94,044	107,097	111,110
Total Building	\$ 494,801	467,140	475,968	406,027	413,070

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
General Fund (Fund 100)

<u>Departmental Expenditure Account Detail</u>	<u>Actual</u> <u>FY 2022-23</u>	<u>Actual</u> <u>FY 2023-24</u>	<u>Actual</u> <u>FY 2024-25</u>	<u>Estimated</u> <u>FY 2025-26</u>	<u>Proposed</u> <u>FY 2026-27</u>
Administration & Engineering - 401					
Personal Services					
Salaries - Regular	\$ 217,016	263,882	277,817	242,895	250,351
Overtime	2,713	813	514	500	500
Stand-by / Callback	356	-	-	-	-
FICA	16,353	19,024	19,994	18,639	19,344
PERS Retirement	22,423	29,715	32,908	29,158	29,737
Health / Dental / Vision / Life Ins	55,408	50,783	65,866	59,961	58,790
Deferred Compensation	-	-	-	-	3,510
Uniform / Uniform Allowance	700	289	130	-	200
Total Personal Services	\$ 314,969	364,506	397,229	351,153	362,432
Services and Supplies					
Office Supplies	\$ 729	1,949	3,108	3,000	3,000
Communications	1,053	1,371	4,063	3,500	2,608
Postage	-	1,429	384	-	-
Dues & Subscriptions	-	2,190	160	180	300
Membership Dues	120	-	-	-	-
Fuel & Oil	1,922	397	-	-	-
Software	3,376	3,950	4,857	3,340	3,507
Operating Materials	49	854	796	500	500
Printing / Advertising	118	29	114	300	300
Contractual Services	4,792	5,725	23,470	19,668	5,012
Conferences & Travel	350	1,522	-	500	1,000
Automotive Repairs & Maintenance	138	1,055	573	700	700
Total Services and Supplies	\$ 12,647	20,471	37,525	31,688	16,927
Capital Outlay					
Vehicles	\$ -	23,784	-	-	-
Technology	-	2,073	-	-	-
Total Capital Outlay	\$ -	25,857	-	-	-
Total Administration & Engineering	\$ 327,616	410,834	434,754	382,841	379,359
Streets Maintenance - 402					
Personal Services					
Salaries - Regular	\$ 206,549	210,818	199,202	242,705	255,778
Salaries - Part-Time	4,971	-	-	-	-
Overtime	8,693	7,709	4,966	14,000	9,000
Stand-by / Callback	7,793	9,087	6,209	9,500	9,000
FICA	17,103	16,650	15,539	18,567	19,567
PERS Retirement	15,474	16,055	15,427	19,319	20,283
Health / Dental / Vision / Life Ins	75,371	58,387	48,256	70,174	72,599
Uniform / Uniform Allowance	6,443	7,388	6,843	7,000	7,000
Total Personal Services	\$ 342,397	326,094	296,442	381,265	393,227
Services and Supplies					
Office Supplies	\$ 29	81	113	100	100
Communications	1,791	1,815	1,948	1,884	880
Fuel & Oil	20,882	28,149	14,343	500	500
Utilities	-	-	-	706	740
Small Tools	-	-	1,893	1,000	2,000
Operating Materials	64,591	99,623	49,912	62,000	50,000
Printing / Advertising	6,438	-	483	-	-
Contractual Services	26,917	55,552	87,573	30,000	33,380
Maintenance Contracts	10,161	4,771	3,145	575	575
Liability Insurance	-	250	-	-	-

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
General Fund (Fund 100)

Departmental Expenditure Account Detail	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Conferences & Travel	-	-	-	500	-
Automotive Repairs & Maintenance	20,744	42,693	24,454	30,000	30,000
Equipment Rental	1,323	1,490	1,195	1,000	1,000
Equipment Maintenance	1,471	6,995	5,317	5,000	5,000
Total Services and Supplies	\$ 154,347	241,419	190,376	133,265	124,175
Capital Outlay					
Vehicles	\$ -	475	-	-	-
Other Machinery & Equipment	-	24,140	-	-	-
Total Capital Outlay	\$ -	24,615	-	-	-
Total Streets Maintenance	\$ 496,744	592,128	486,818	514,530	517,402
Fleet - 403					
Personal Services					
Salaries - Regular	\$ 158,318	117,864	134,573	132,179	140,186
Overtime	18,332	42,794	22,266	24,000	24,000
Overtime - Strike Team	-	-	-	32,000	10,000
FICA	15,139	11,875	11,516	10,112	10,724
PERS Retirement	11,794	8,903	10,511	10,521	11,117
Health / Dental / Vision / Life Ins	40,146	33,971	40,451	39,983	41,647
Uniform / Uniform Allowance	1,975	1,920	1,180	1,200	1,200
Unemployment	-	-	-	557	-
Total Personal Services	\$ 245,704	217,327	220,497	250,552	238,874
Services and Supplies					
Office Supplies	\$ 801	-	-	200	200
Communications	313	346	377	107	-
Dues & Subscriptions	2,514	739	793	-	-
Fuel & Oil	15,395	11,175	129,347	200,000	200,000
Software	-	-	-	860	900
Small Tools	3,086	2,704	3,762	3,000	3,000
Operating Materials	11,340	9,718	1,050	2,000	2,000
Contractual Services	1,633	1,036	7,752	4,200	3,950
Building Repairs & Maintenance	-	4,682	-	-	-
Automotive Repairs & Maintenance	31,563	29,965	479	1,000	1,000
Total Services and Supplies	\$ 66,645	60,365	143,560	211,367	211,050
Total Fleet	\$ 312,349	277,692	364,057	461,919	449,924
Facilities - 404					
Personal Services					
Salaries - Regular	\$ 56,495	59,937	60,353	63,315	61,948
FICA	4,112	4,384	4,460	4,885	4,780
PERS Retirement	6,928	8,436	8,479	8,978	8,772
Health / Dental / Vision / Life Ins	9,787	10,230	11,148	12,553	13,743
Uniform / Uniform Allowance	846	754	1,321	900	900
Total Personal Services	\$ 78,168	83,741	85,761	90,631	90,143
Services and Supplies					
Office Supplies	\$ 51	105	-	50	50
Communications	50	47	587	588	588
Fuel & Oil	1,622	725	167	-	-
Operating Materials	15,734	17,870	13,120	8,000	12,000
Contractual Services	30,155	11,007	23,106	6,000	7,350
Maintenance Contracts	-	6,211	7,982	11,000	12,060
Building Repairs & Maintenance	150	-	-	-	-

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
General Fund (Fund 100)

Departmental Expenditure Account Detail	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Automotive Repairs & Maintenance	216	326	-	-	-
Total Services and Supplies	\$ 47,978	36,291	44,962	25,638	32,048
Capital Outlay					
Vehicles	-	33,977	-	-	-
Other Machinery & Equipment	12,826	-	-	-	-
Total Capital Outlay	\$ 12,826	33,977	-	-	-
Total Facilities	\$ 138,972	154,009	130,723	116,269	122,191
Public Works Capital - 406					
Capital Outlay					
Dorsey Marketplace	-	22,299	10,850	-	-
Total Capital Outlay	\$ -	22,299	10,850	-	-
Total Public Works Capital	\$ -	22,299	10,850	-	-
Parks Administration - 501					
Personal Services					
Salaries - Regular	\$ 187,259	240,459	246,309	250,636	244,927
Salaries - Part-Time	-	-	-	29,775	19,673
Overtime	4,897	7,701	6,921	4,000	4,000
Stand-by / Callback	6,333	5,175	2,460	3,000	3,000
FICA	13,473	17,499	18,464	21,484	20,316
PERS Retirement	13,318	18,128	18,000	17,935	18,975
Health / Dental / Vision / Life Ins	83,436	72,841	69,712	60,109	50,838
Uniform / Uniform Allowance	2,648	3,690	3,258	3,500	3,500
Total Personal Services	\$ 311,364	365,493	365,124	390,439	365,229
Services and Supplies					
Office Supplies	\$ -	82	169	100	100
Communications	300	401	431	872	1,222
Dues & Subscriptions	650	-	563	200	-
Fuel & Oil	9,658	8,372	4,978	1,000	700
Utilities	2,888	3,159	2,704	9,000	9,000
Operating Materials	76,661	108,083	51,267	78,700	63,000
Printing / Advertising	502	615	1,209	500	500
Recycle	2,400	-	-	-	-
Contractual Services	28,223	76,911	140,494	135,000	60,779
Maintenance Contracts	102,317	44,414	21,158	2,500	100,900
Vehicle Towing	-	2,625	-	-	-
Automotive Repairs & Maintenance	309	304	54	500	500
Equipment Rental	119	-	-	-	-
Equipment Maintenance	1,165	6,859	660	2,000	2,000
Total Services and Supplies	\$ 225,192	251,825	223,687	230,372	238,701
Capital Outlay					
Vehicles	-	476	-	-	-
Other Machinery & Equipment	33,913	-	50,956	-	-
Total Capital Outlay	\$ 33,913	476	50,956	-	-
Total Parks Administration	\$ 570,469	617,794	639,767	620,811	603,930
Swimming Pool - 502					
Personal Services					
Salaries - Regular	\$ 17,743	31,020	26,921	-	-
Salaries - Part-Time	4,971	-	-	-	-

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
General Fund (Fund 100)

<u>Departmental Expenditure Account Detail</u>	<u>Actual</u> <u>FY 2022-23</u>	<u>Actual</u> <u>FY 2023-24</u>	<u>Actual</u> <u>FY 2024-25</u>	<u>Estimated</u> <u>FY 2025-26</u>	<u>Proposed</u> <u>FY 2026-27</u>
Contractual Services	85,191	143,346	92,185	98,000	112,783
Auditing Services	14,329	15,177	38,758	26,553	30,611
Liability Insurance	523,939	467,310	579,783	569,085	556,108
Bank Service Charges	97,207	13,270	20,542	17,500	17,600
Community Contributions	(1,062)	(3,959)	10,300	-	-
Building Repairs & Maintenance	478	-	-	-	-
Property Tax Collection Fees	63,204	62,822	66,662	71,126	74,550
Other Costs	81,130	88,993	85,520	70,000	33,000
Expenditure Adjustment	-	89,708	-	-	-
Total Services and Supplies	\$ 1,403,932	1,335,051	1,488,318	1,319,663	1,333,552
Capital Outlay					
Other Machinery & Equipment	\$ 31,143	30,000	-	-	10,000
Redwood Tree Removal	-	-	10,310	24,000	-
Reroof 530 Freeman Lane	-	-	-	37,370	-
Total Capital Outlay	\$ 31,143	30,000	10,310	61,370	10,000
Debt Service					
Principal	\$ 716,000	766,000	791,000	811,000	831,000
Interest	606,528	580,752	553,176	524,700	495,504
Lease Principal	94,369	95,226	81,660	74,254	81,933
Lease Interest	29,804	27,477	25,375	23,908	22,400
Total Debt Service	\$ 1,446,701	1,469,455	1,451,211	1,433,862	1,430,837
Contingency					
Contingency	\$ 164,874	68,637	49,626	89,939	-
Contingency Reserve Appropriation	-	42,975	-	-	-
Total Contingency	\$ 164,874	111,612	49,626	89,939	-
Transfers Out					
Transfers Out	\$ 628,556	71,957	230,074	75,000	82,044
Total Transfers Out	\$ 628,556	71,957	230,074	75,000	82,044
Total Non-Departmental	\$ 4,358,607	3,460,862	3,956,579	3,934,139	4,013,662
Total Appropriations - General Fund	\$ 18,583,966	18,669,791	19,054,155	19,620,920	19,946,611

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
GF Measure E Sales Tax Fund (Fund 200)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Measure E Sales Tax	\$ 6,992,271	7,062,106	7,017,687	7,053,000	7,150,000
TOTAL TAXES & ASSESSMENTS	\$ 6,992,271	7,062,106	7,017,687	7,053,000	7,150,000
Strike Team Reimbursements	\$ -	-	-	200,000	200,000
TOTAL INTERGOVERNMENTAL	\$ -	-	-	200,000	200,000
Interest Earnings	\$ 34,912	105,662	108,814	90,000	50,000
Unrealized Gain / Loss Investment	1,943	(12,832)	43,874	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 36,855	92,830	152,688	90,000	50,000
NCCFD Reimbursements	\$ 980	-	-	-	-
Fire Department Response Reimbursements	-	-	3,028	13,000	-
Fire Department Expense Reimbursements	-	-	-	20,093	-
TOTAL REIMBURSEMENTS	\$ 980	-	3,028	33,093	-
Sale of Fixed Assets	\$ -	-	-	-	450,000
Insurance Refunds & Payments	-	52,188	-	-	60,000
Loan Proceeds	219,718	179,315	224,358	255,517	145,000
TOTAL MISCELLANEOUS	\$ 219,718	231,503	224,358	255,517	655,000
Transfers In from Other Funds	\$ (263,269)	-	-	-	-
TOTAL TRANSFERS IN	\$ (263,269)	-	-	-	-
TOTAL REVENUES	\$ 6,986,555	7,386,439	7,397,761	7,631,610	8,055,000

EXPENDITURES**Police - 201****Personal Services**

Salaries - Regular	\$ 978,675	1,070,570	1,111,916	1,061,526	1,031,101
Overtime	192,598	183,944	214,073	240,000	220,000
Shift Differential	15,841	15,116	26,233	20,000	20,000
FICA	87,333	93,309	100,518	83,589	81,199
PERS Retirement	145,249	171,161	175,779	150,961	152,714
Health / Dental / Vision / Life Ins	189,289	179,439	179,097	127,106	135,294
Deferred Compensation	-	18,456	20,326	21,511	21,955
Uniform / Uniform Allowance	5,221	11,617	3,459	8,375	8,375
Unemployment	5,998	-	-	-	-
Workers Compensation	84,498	101,017	-	-	-
Total Personal Services	\$ 1,704,702	1,844,629	1,831,401	1,713,068	1,670,639

Services and Supplies

Communications	\$ -	-	180	-	-
Operating Materials	29,725	4,715	5,449	10,000	155,000
Contractual Services	132,105	132,645	163,782	142,000	209,142
Conferences & Travel	-	68	-	-	-
Automotive Repairs	-	-	20,241	-	-
Other Costs	-	-	-	1,817	-

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
GF Measure E Sales Tax Fund (Fund 200)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Total Services and Supplies	\$ 161,830	137,428	189,652	153,817	364,142
Capital Outlay					
Vehicles	\$ 62,481	135,483	48,742	25,000	91,500
Other Machinery & Equipment	219,718	179,316	224,358	255,517	570,000
Total Capital Outlay	\$ 282,199	314,799	273,100	280,517	661,500
Debt Service					
Lease Principal	\$ 153,472	204,748	237,169	231,010	275,000
Total Debt Service	\$ 153,472	204,748	237,169	231,010	275,000
Total Police	\$ 2,302,203	2,501,604	2,531,322	2,378,412	2,971,281

Fire - 203

Personal Services					
Salaries - Regular	\$ 770,811	894,999	837,649	895,217	972,078
Salaries - Part-Time	64,331	-	-	-	-
Overtime	271,537	298,071	214,840	260,000	250,000
FLSA Overtime	11	917	3,741	25,927	26,888
Overtime - Strike Team	-	-	-	200,000	200,000
FICA	85,547	92,153	93,668	71,362	77,274
PERS Retirement	119,831	146,591	140,324	146,166	156,599
Health / Dental / Vision / Life Ins	101,067	122,991	169,603	191,243	179,193
Uniform / Uniform Allowance	16,040	16,675	8,942	11,150	11,150
Unemployment	113	-	1,360	-	-
Total Personal Services	\$ 1,429,288	1,572,397	1,470,127	1,801,065	1,873,182
Services and Supplies					
Communications	\$ -	2,846	783	-	-
Software	-	-	-	721	721
Operating Materials	59,453	55,443	114,283	65,000	70,000
Printing / Advertising	569	-	-	-	-
Contractual Services	84,964	70,180	101,256	82,500	95,800
Liability Insurance	1,033	-	-	-	-
Conferences & Travel	15,020	5,578	10,854	12,000	15,000
Building Repairs & Maintenance	-	2,283	-	-	-
Automotive Repairs & Maintenance	221	3,292	-	-	-
Total Services and Supplies	\$ 161,260	139,622	227,176	160,221	181,521
Capital Outlay					
Vehicles	\$ -	143,867	-	80,000	2,151,138
Other Machinery & Equipment	223,499	113,728	-	700,000	-
Total Capital Outlay	\$ 223,499	257,595	-	780,000	2,151,138
Debt Service					
Lease Principal	\$ 4,480	81	-	-	-
Total Debt Service	\$ 4,480	81	-	-	-
Total Fire	\$ 1,818,527	1,969,695	1,697,303	2,741,286	4,205,841

Administration & Engineering - 401

Services and Supplies					
Contractual Services	\$ 12,235	-	-	-	-
Total Services and Supplies	\$ 12,235	-	-	-	-
Total Administration & Engineering	\$ 12,235	-	-	-	-

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
GF Measure E Sales Tax Fund (Fund 200)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Public Works Capital - 406					
Personal Services					
FICA	\$ 448	131	112	5	-
PERS Retirement	437	175	123	25	-
Health / Dental / Vision / Life Ins	207	268	256	48	-
Total Personal Services	\$ 1,092	574	491	78	-
Services and Supplies					
Operating Materials	\$ -	-	7,678	-	-
Contractual Services	-	-	88,741	20,000	10,000
Maintenance Contracts	-	-	105,645	80,000	84,000
Total Services and Supplies	\$ -	-	202,064	100,000	94,000
Capital Outlay					
Police Dept Radio Communications	\$ 339,861	32,863	192,510	-	-
Measure E Parks Projects	339,824	227,092	270,874	-	-
Total Capital Outlay	\$ 679,685	259,955	463,384	-	-
Total Public Works Capital	\$ 680,777	260,529	665,939	100,078	94,000
Non-Departmental - 601					
Personal Services					
PERS Unfunded Liability	\$ 72,781	-	61,719	116,028	151,420
Workers Compensation	-	-	113,085	101,573	89,386
Total Personal Services	\$ 72,781	-	174,804	217,601	240,807
Services and Supplies					
Contractual Services	\$ 2,882	8,072	2,359	4,200	3,500
Liability Insurance	92,121	131,816	162,462	162,588	167,707
Total Services and Supplies	\$ 95,003	139,888	164,821	166,788	171,207
Debt Service					
Principal	\$ 565,541	574,590	583,784	593,124	602,614
Interest	97,288	88,239	79,045	69,705	60,215
Total Debt Service	\$ 662,829	662,829	662,829	662,829	662,829
Transfers Out					
Transfers Out	\$ 1,918,859	2,002,596	634,418	3,445,000	2,165,000
Total Transfers Out	\$ 1,918,859	2,002,596	634,418	3,445,000	2,165,000
Total Non-Departmental	\$ 2,749,472	2,805,313	1,636,872	4,492,218	3,239,843
TOTAL EXPENDITURES	\$ 7,563,214	7,537,141	6,531,436	9,711,994	10,510,964
Excess (Deficit) of Revenues Over Expenditures	\$ (576,659)	(150,702)	866,325	(2,080,384)	(2,455,964)
Beginning Fund Balance	\$ 4,410,379	3,833,720	3,683,018	4,549,343	2,468,959
Ending Fund Balance	\$ 3,833,720	3,683,018	4,549,343	2,468,959	12,995

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
GF Measure E Sales Tax Fund (Fund 200)

	Actual	Actual	Actual	Estimated	Proposed
	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
Capital Expenditure Detail					
Capital Expenditures	Actual	Actual	Actual	Estimated	Proposed
	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
Police Capital - Vehicles / Buildout	\$ 215,953	340,231	285,911	256,010	366,500
Police Capital - Equipment	219,718	179,316	224,358	255,517	570,000
Fire Capital - Fire Truck	-	-	-	700,000	-
Fire Capital - Vehicles / Buildout	4,480	143,948	-	80,000	2,151,138
Fire Capital - Equipment / Radios	223,499	113,728	-	-	-
Police Dept. Radio Infrastructure	339,861	32,863	192,510	-	-
Measure E Park Projects / Maintenance	339,824	227,092	270,874	-	-
Trf to Capital 61220 - Annual Street Maintenance	48,363	9,164	-	-	-
Trf to Capital 61330 - Annual Street Rehab	38,702	94,655	-	-	-
Trf to Capital 62740 - Bank Street Bridge	-	-	-	-	115,000
Trf to Capital 63330 - Wolf Creek ATP Connectivi	-	-	-	-	400,000
Trf to Capital 63350 - Wolf Creek Trail Study	-	-	-	-	150,000
Trf to Capital 63450 - McCourtney Rd Pedestrian I	-	-	-	-	100,000
Trf to Capital 63455 - South Auburn & Colfax Ro	-	-	-	-	100,000
Trf to Capital 63850 - Measure E Street Rehab	178,587	896,186	128,118	1,130,000	930,000
Trf to Capital 64140 - Measure E Park Projects	44,842	15,004	300,000	952,000	240,000
Trf to Capital 64150 - Memorial Park Facility Impr	400,000	226,147	-	-	-
Trf to Capital 66005 - Mill Street Pedestrian Plaza	1,000,000	500,000	47,454	-	-
Trf to Capital 66007 - HSIP Improvements	728	50,000	-	-	-
Trf to Capital 66653 - Magenta Drain Restoration	-	-	20,000	-	130,000
Trf to Capital 66656 - S. Auburn Street Renovatio	-	-	-	1,363,000	-
	\$ 3,054,557	2,828,334	1,469,225	4,736,527	5,252,638

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
GF Measure B Sales Tax Fund (Fund 207)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Measure E Sales Tax	\$ -	-	1,893,225	2,640,000	2,680,000
TOTAL TAXES & ASSESSMENTS	\$ -	-	1,893,225	2,640,000	2,680,000
Strike Team Reimbursements	\$ -	-	-	80,000	70,000
TOTAL INTERGOVERNMENTAL	\$ -	-	-	80,000	70,000
Interest Earnings	\$ -	-	11,044	35,000	35,000
Unrealized Gain / Loss Investment	-	-	(956)	-	-
TOTAL USE OF MONEY & PROPERTY	\$ -	-	10,088	35,000	35,000
Miscellaneous Revenue	\$ -	-	-	5,000	-
TOTAL MISCELLANEOUS	\$ -	-	-	5,000	-
TOTAL REVENUES	\$ -	-	1,903,313	2,760,000	2,785,000

EXPENDITURES**Risk Reduction - 102****Personal Services**

Salaries - Regular	\$ -	-	88,273	208,100	284,630
Overtime	-	-	-	700	700
FICA	-	-	6,387	15,961	21,815
PERS Retirement	-	-	9,392	22,204	28,650
PERS Unfunded Liability	-	-	-	17,265	32,490
Health / Dental / Vision / Life Ins	-	-	21,364	49,592	85,989
Uniform / Uniform Allowance	-	-	2,598	-	-
Workers Compensation	-	-	-	-	12,533
Total Personal Services	\$ -	-	128,014	313,822	466,807

Services and Supplies

Office Supplies	\$ -	-	3,222	800	800
Communications	-	-	225	540	540
Fuel	-	-	-	500	500
Software	-	-	5,830	5,830	15,850
Operating Materials	-	-	16,535	30,000	30,000
Contractual Services	-	-	27,646	50,000	949,044
Community Outreach	-	-	-	-	5,000
Conferences & Travel	-	-	100	2,000	3,000
Equipment Maintenance	-	-	4,413	30,000	30,000
Grants for Fuel Reduction Assistance	-	-	-	50,000	250,000
Total Services and Supplies	\$ -	-	57,971	169,670	1,284,734

Capital Outlay

Other Machinery & Equipment	\$ -	-	-	192,278	210,000
Total Capital Outlay	\$ -	-	-	192,278	210,000

Total Risk Reduction \$ - - **185,985** **675,770** **1,961,541**

Fire - 203**Personal Services**

Salaries - Regular	\$ -	-	240,939	615,568	
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City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
GF Measure B Sales Tax Fund (Fund 207)

	Actual	Actual	Actual	Estimated	Proposed
	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
Overtime	-	-	38,398	65,000	65,000
FLSA Overtime	-	-	2,819	16,779	17,641
Overtime - Strike Team	-	-	-	80,000	70,000
FICA	-	-	23,370	49,201	52,122
PERS Retirement	-	-	35,384	88,465	93,271
PERS Unfunded Liability	-	-	-	19,406	29,093
Health / Dental / Vision / Life Ins	-	-	42,025	124,934	124,826
Uniform / Uniform Allowance	-	-	5,100	10,800	10,800
Workers Compensation	-	-	-	-	29,524
Total Personal Services	\$ -	-	388,035	1,070,153	1,145,168
Services and Supplies					
Operating Materials	\$ -	-	83,815	55,000	55,000
Contractual Services	-	-	11,827	10,000	10,000
Conferences & Travel	-	-	823	10,000	15,000
Total Services and Supplies	\$ -	-	96,465	75,000	80,000
Total Fire	\$ -	-	484,500	1,145,153	1,225,168
TOTAL EXPENDITURES	\$ -	-	670,485	1,820,923	3,186,709
Excess (Deficit) of Revenues Over Expenditures	\$ -	-	1,232,828	939,077	(401,709)
Beginning Fund Balance	\$ -	-	-	1,232,828	2,171,905
Ending Fund Balance	\$ -	-	1,232,828	2,171,905	1,770,196

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Water Enterprise Fund (Fund 500)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Water Connection Fees	\$ 80,030	71,529	48,750	63,694	50,000
Water User Fees	2,000,645	2,114,677	2,404,015	2,480,000	2,560,000
Meter Read - Returned Check	525	925	775	700	-
TOTAL CHARGES FOR SERVICES	\$ 2,081,200	2,187,131	2,453,540	2,544,394	2,610,000
Interest Earnings	\$ 203,138	75,582	68,300	47,000	50,000
Lease Revenues	58,007	62,116	54,281	60,500	60,700
TOTAL USE OF MONEY & PROPERTY	\$ 261,145	137,698	122,581	107,500	110,700
Miscellaneous Revenues	\$ 325	364	1,081	500	500
TOTAL MISCELLANEOUS	\$ 325	364	1,081	500	500
TOTAL REVENUES	\$ 2,342,670	2,325,193	2,577,202	2,652,394	2,721,200

EXPENDITURES**Public Works Capital - 406****Personal Services**

FICA	\$ 482	403	857	479	300
PERS Retirement	665	581	1,412	710	500
Health / Dental / Vision / Life Ins	733	633	2,906	1,831	1,100
Total Services and Supplies	\$ 1,880	1,617	5,175	3,020	1,900

Capital Outlay

Reroof 530 Freeman Lane	\$ -	-	-	37,371	-
Water System Master Plan Update	4,009	46,362	-	-	-
Water Treatment Plant Maintenance	223	-	182	200,000	80,000
Annual Water Maintenance	114,075	46,471	103,546	130,000	150,000
Total Capital Outlay	\$ 118,307	92,833	103,728	367,371	230,000

Total Public Works Capital \$ **120,187** **94,450** **108,903** **370,391** **231,900**

Non-Departmental - 601**Capital Outlay**

Water Rate Study	\$ 8,775	-	-	-	-
Total Capital Outlay	\$ 8,775	-	-	-	-

Transfers Out

Transfers Out	\$ 10,639	-	-	400,000	-
Total Transfers Out	\$ 10,639	-	-	400,000	-

Total Non-Departmental \$ **19,414** - - **400,000** -

Water Administration - 701**Personal Services**

Salaries - Regular	\$ 127,304	275,713	302,498	371,410	375,465
Salaries - Part-Time	-	-	-	3,822	3,822
Overtime	559	1,569	882	1,000	1,000
FICA	8,735	19,034	21,188	28,915	29,284
PERS Retirement	10,861	25,449	26,991	32,704	35,135

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Water Enterprise Fund (Fund 500)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
PERS Unfunded Liability	26,428	-	26,594	58,357	83,224
Health / Dental / Vision / Life Ins	27,369	60,606	71,750	88,383	92,959
Deferred Compensation	1,295	3,972	3,148	1,853	2,238
Workers Compensation	13,320	23,672	30,681	34,189	32,795
Total Personal Services	\$ 215,871	410,015	483,732	620,633	655,923
Services and Supplies					
Office Supplies	\$ 422	63	555	500	500
Communications	-	-	666	968	1,103
Postage	27	-	-	-	-
Utilities	741	834	1,275	184	-
Software	-	-	2,934	75,172	72,972
Operating Materials	-	-	-	-	2,000
Printing/Advertising	13,958	14,128	15,425	15,000	15,500
Contractual Services	75,184	9,069	36,073	14,625	41,050
Maintenance Contracts	1,845	1,845	1,691	-	-
Legal Services	4,534	81	-	-	-
Auditing Services	7,079	7,706	7,100	9,802	9,313
Non-Personal Overhead Transfer	75,215	189,061	157,403	107,406	115,445
Liability Insurance	57,876	109,908	141,411	158,674	157,178
Bank Service Charges	-	39,964	84,437	80,000	30,000
Property Tax Collection Fees	-	240	269	284	310
Total Services and Supplies	\$ 236,881	372,899	449,239	462,615	445,371
Debt Service					
Principal	\$ 153,565	124,683	129,010	133,355	137,888
Interest	24,740	20,586	19,648	15,304	10,770
Lease Principal	149,744	157,873	166,405	175,362	21,688
Lease Interest	32,926	26,395	15,656	11,811	5,929
Total Debt Service	\$ 360,975	329,537	330,719	335,832	176,275
Capital Outlay					
Other Machinery & Equipment	\$ 672	672	-	-	10,000
Total Capital Outlay	\$ 672	672	-	-	10,000
Transfers Out					
Transfers Out	\$ 761,050	111,951	61,832	61,442	61,019
Total Transfers Out	\$ 761,050	111,951	61,832	61,442	61,019
Total Water Administration	\$ 1,575,449	1,225,074	1,325,522	1,480,522	1,348,588
Water Plant - 702					
Personal Services					
Salaries - Regular	\$ 109,454	107,926	103,690	105,062	109,281
Overtime	2,951	1,551	2,440	2,200	2,200
Stand-by / Callback	9,954	9,416	9,068	8,000	8,000
FICA	8,579	8,390	8,119	8,085	8,422
PERS Retirement	11,765	12,749	12,234	12,498	13,018
Health / Dental / Vision / Life Ins	21,924	26,014	28,892	30,738	32,353
Deferred Compensation	189	523	521	520	702
Uniform / Uniform Allowance	1,075	2,224	1,902	1,000	1,000
Total Personal Services	\$ 165,891	168,793	166,866	168,103	174,977
Services and Supplies					
Office Supplies	\$ -	-	128	-	-
Communications	2,781	3,727	1,724	1,916	1,920
Dues & Subscriptions	1,406	1,678	1,804	1,500	1,970
Fuel & Oil	2,272	10,523	1,008	1,000	1,000
Utilities	6,791	10,956	16,106	16,000	19,000
Chemicals	35,354	26,609	43,366	45,000	45,000

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Water Enterprise Fund (Fund 500)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Small Tools	-	-	750	-	-
Operating Materials	12,428	53,230	9,237	25,000	30,000
Contractual Services	56,941	105,936	85,455	100,000	86,400
Maintenance Contracts	2,799	1,619	1,971	3,200	2,800
Automotive Repairs & Maintenance	1,832	1,856	1,501	2,000	2,000
Water Purchases	485,158	474,713	541,019	480,000	500,000
Equipment Maintenance	2,238	1,642	1,591	15,000	15,000
Total Services and Supplies	\$ 610,000	692,489	705,660	690,616	705,090
Total Water Plant	\$ 775,891	861,282	872,526	858,719	880,067
Water Distribution - 703					
Personal Services					
Salaries - Regular	\$ 99,400	164,894	216,386	238,885	256,255
Overtime	6,042	6,063	7,773	8,000	8,000
Stand-by / Callback	5,913	10,190	10,695	12,000	12,000
FICA	8,209	13,050	16,976	18,275	19,603
PERS Retirement	7,408	14,527	19,910	22,321	23,832
Health / Dental / Vision / Life Ins	50,864	52,979	69,783	81,973	85,665
Uniform / Uniform Allowance	5,933	7,795	5,272	5,000	6,000
Unemployment	3,057	1,966	-	-	-
Workers Compensation	-	292	-	-	-
Total Personal Services	\$ 186,826	271,756	346,795	386,454	411,355
Services and Supplies					
Office Supplies	\$ 165	291	-	200	200
Communications	3,931	5,710	6,169	5,700	5,700
Dues & Subscriptions	12,713	29,712	14,411	14,000	15,400
Fuel & Oil	2,275	1,667	2,018	500	500
Utilities	680	811	1,728	2,400	3,000
Operating Materials	38,394	78,191	100,274	110,000	100,000
Printing/Advertising	-	-	255	-	-
Contractual Services	116,698	84,148	29,139	16,595	25,595
Automotive Repairs & Maintenance	1,380	2,863	39	124	300
Bad Debt Expense	(42,330)	(4,368)	(2,667)	-	-
Equipment Rental	-	163	-	-	500
Equipment Maintenance	-	-	-	244	-
Total Services and Supplies	\$ 133,906	199,188	151,366	149,763	151,195
Capital Outlay					
Other Machinery & Equipment	\$ -	26,682	-	-	-
Total Capital Outlay	\$ -	26,682	-	-	-
Total Water Distribution	\$ 320,732	497,626	498,161	536,217	562,550
TOTAL EXPENDITURES	\$ 2,811,673	2,678,432	2,805,112	3,645,849	3,023,104
Excess (Deficit) of Revenues Over Expenditures	\$ (469,003)	(353,239)	(227,910)	(993,455)	(301,904)
Beginning Fund Balance	\$ 3,635,748	3,140,274	2,756,051	2,527,243	1,533,788
Ending Fund Balance	\$ 3,166,745	2,787,035	2,528,141	1,533,788	1,231,884
Reserved Fund Balance:					
Safe Drinking Water Loan Debt Svc. Reserve	\$ 148,700	148,700	148,700	148,700	148,700
Pension Reserve	75,000	75,000	75,000	75,000	75,000
Working Capital Reserve	325,000	325,000	325,000	325,000	325,000

**City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Water Enterprise Fund (Fund 500)**

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Water System Reinvestment Reserve	360,663	360,663	360,663	360,663	360,663
Emergency Reserve	300,000	300,000	300,000	300,000	300,000
Reserved Fund Balance Total:	\$ 1,209,363	1,209,363	1,209,363	1,209,363	1,209,363
Unobligated Fund Balance	\$ 1,957,382	1,577,672	1,318,778	324,425	22,521

Capital Expenditure Detail

Capital Expenditures	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Trf Capital 66005 - Mill Street Ped Plaza	\$ 700,000	50,000	-	-	-
Tsf Capital 66656 - South Auburn St. Renovation	-	-	-	400,000	-
Water System Master Plan	4,009	46,362	-	-	-
Water Rate Impact Fee Study	8,775	-	-	-	-
Water Treatment Plant Maintenance	223	-	182	200,000	80,000
Annual Water Maintenance	114,075	46,471	103,546	130,000	150,000
	\$ 827,082	142,833	103,728	730,000	230,000

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Sewer Enterprise Fund (Fund 510)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Wastewater Connection Fees	\$ 481,681	78,640	353,543	392,672	350,000
Sewer Use Fees	4,679,365	4,872,050	5,036,979	5,200,000	5,300,000
Industrial Permits Fees	256,046	259,503	270,888	250,000	250,000
TOTAL CHARGES FOR SERVICES	\$ 5,417,092	5,210,193	5,661,410	5,842,672	5,900,000
Interest Earnings	\$ 166,448	278,096	313,886	290,000	230,000
TOTAL USE OF MONEY & PROPERTY	\$ 166,448	278,096	313,886	290,000	230,000
Miscellaneous Revenues	\$ -	-	215	-	-
TOTAL MISCELLANEOUS	\$ -	-	215	-	-
TOTAL REVENUES	\$ 5,583,540	5,488,289	5,975,511	6,132,672	6,130,000
EXPENDITURES					
Public Works Capital - 406					
Personal Services					
FICA	\$ 480	1,349	1,291	2,965	1,300
PERS Retirement	776	2,389	2,346	5,523	2,400
Health / Dental / Vision / Life Ins	880	3,078	4,103	9,338	4,000
Deferred Compensation	-	-	-	15	-
Total Personal Services	\$ 2,136	6,816	7,740	17,841	7,700
Capital Outlay					
Reroof 530 Freeman Lane	\$ -	-	-	37,371	-
Sewer Lining Project	-	-	-	2,000	2,500,000
Annual Sewer Maintenance	9,369	24,011	45,977	65,000	100,000
Annual WWTP Project	906	1,145	451,982	5,000	1,400,000
Taylorville Lift Station	-	-	-	-	500,000
Sewer Main Replacement Project	-	-	-	-	660,000
Slate Creek Lift Station	-	-	-	250,000	700,000
Sewer Manhole Rehabilitation Project	-	-	-	-	200,000
2018 WWTP Improvements	747	42,732	-	-	-
Total Capital Outlay	\$ 11,022	67,888	497,959	359,371	6,060,000
Total Public Works Capital	\$ 13,158	74,704	505,699	377,212	6,067,700
Non-Departmental - 601					
Capital Outlay					
Sewer Rate Study	\$ 14,975	-	-	-	-
Total Capital Outlay	\$ 14,975	-	-	-	-
Transfers Out					
Transfers Out	\$ 187,858	180,465	180,120	178,984	177,752
Total Transfers Out	\$ 187,858	180,465	180,120	178,984	177,752
Total Non-Departmental	\$ 202,833	180,465	180,120	178,984	177,752

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Sewer Enterprise Fund (Fund 510)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Water Plant - 702					
Services and Supplies					
Contractual Services	\$ 145	-	-	-	-
Total Services and Supplies	\$ 145	-	-	-	-
Total Water Plant	\$ 145	-	-	-	-
Sewer Administration - 801					
Personal Services					
Salaries - Regular	\$ 169,377	281,679	313,656	371,410	375,465
Salaries - Part-Time	-	-	-	3,822	3,822
Overtime	1,326	1,679	973	1,000	1,000
FICA	11,553	19,473	22,019	28,915	29,284
PERS Retirement	14,530	25,856	28,032	32,704	35,135
PERS Unfunded Liability	44,844	-	47,837	83,909	119,653
Health / Dental / Vision / Life Ins	33,857	61,085	74,640	88,383	92,959
Deferred Compensation	1,826	3,963	3,148	1,853	2,238
Workers Compensation	28,195	38,273	48,596	49,301	47,231
Total Personal Services	\$ 305,508	432,008	538,901	661,297	706,788
Services and Supplies					
Office Supplies	\$ 437	150	745	500	500
Communications	-	-	680	968	1,103
Postage	27	-	-	-	-
Utilities	18,675	11,670	27,824	25,000	32,000
Software	-	-	2,550	65,288	67,338
Printing/Advertising	14,095	13,833	15,038	15,000	15,000
Contractual Services	75,010	15,259	37,771	5,068	4,920
Maintenance Contracts	692	692	634	-	-
Legal Services	4,251	-	-	-	-
Auditing Services	22,530	24,701	20,741	28,636	28,889
Non-Personal Overhead Transfer	75,215	-	-	107,406	115,445
Liability Insurance	158,631	344,908	427,899	476,019	478,048
Bank Service Charges	1,660	93,854	182,544	155,000	60,000
Property Tax Collection Fees	243	-	-	-	-
Other Costs	770	-	-	-	-
Total Services and Supplies	\$ 372,236	505,067	716,426	878,885	803,242
Debt Service					
Principal	\$ 1,024,068	510,000	535,000	555,000	-
Interest	57,123	57,738	24,483	11,794	-
Lease Principal	144,412	148,578	161,223	173,399	137,359
Lease Interest	55,252	48,977	46,421	44,143	37,553
Total Debt Services	\$ 1,280,855	765,293	767,127	784,336	174,912
Capital Outlay					
Vehicles	\$ -	475	-	-	-
Other Machinery & Equipment	288	288	-	-	10,000
Total Capital Outlay	\$ 288	763	-	-	10,000
Total Sewer Administration	\$ 1,958,887	1,703,131	2,022,454	2,324,518	1,694,942
Sewer Plant - 802					
Personal Services					
Salaries - Regular	\$ 445,913	437,561	439,277	420,246	437,143
Overtime	11,805	6,204	10,792	9,000	0,000

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Sewer Enterprise Fund (Fund 510)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Stand-by / Callback	32,238	36,539	37,977	32,000	35,000
FICA	34,319	33,561	34,652	32,341	33,689
PERS Retirement	47,060	50,994	51,236	49,993	52,075
Health / Dental / Vision / Life Ins	115,180	103,055	131,281	122,954	129,413
Deferred Compensation	754	2,091	2,086	2,080	2,808
Uniform / Uniform Allowance	9,478	11,115	16,888	12,500	12,500
Total Personal Services	\$ 696,747	681,120	724,189	681,114	711,629
Services and Supplies					
Office Supplies	\$ 1,081	2,568	1,022	2,000	1,000
Communications	25,378	22,412	20,423	24,000	22,432
Postage	15	-	237	-	-
Dues & Subscriptions	47,648	41,633	40,796	43,000	43,000
Fuel & Oil	8,545	3,676	1,768	2,500	2,500
Utilities	329,185	375,879	381,718	388,000	397,300
Chemicals	134,080	176,841	135,383	150,000	150,000
Operating Materials	60,915	116,492	81,159	90,000	90,000
Printing/Advertising	110	140	-	-	-
Contractual Services	260,563	235,806	403,543	297,500	298,600
Maintenance Contracts	4,798	4,047	4,302	4,400	6,200
Conferences & Travel	201	-	-	-	-
Automotive Repairs & Maintenance	4,846	2,497	3,664	5,000	5,000
Equipment Maintenance	267,243	181,487	35,537	30,000	350,000
Total Services and Supplies	\$ 1,144,608	1,163,478	1,109,552	1,036,400	1,366,032
Capital Outlay					
Other Machinery & Equipment	\$ -	-	-	-	125,000
Total Capital Outlay	\$ -	-	-	-	125,000
Total Sewer Plant	\$ 1,841,355	1,844,598	1,833,741	1,717,514	2,202,661
Sewer Collection - 803					
Personal Services					
Salaries - Regular	\$ 93,498	153,606	213,941	238,885	256,255
Overtime	5,478	5,947	7,682	8,000	8,000
Stand-by / Callback	5,760	10,190	10,695	13,000	13,000
FICA	7,711	12,555	16,441	18,275	19,603
PERS Retirement	6,982	14,052	19,355	22,321	23,832
Health / Dental / Vision / Life Ins	66,413	52,357	67,641	81,973	85,665
Uniform / Uniform Allowance	1,626	3,665	2,480	2,200	2,200
Unemployment	3,057	1,966	-	-	-
Workers Compensation	-	292	-	-	-
Total Personal Services	\$ 190,525	254,630	338,235	384,654	408,555
Services and Supplies					
Office Supplies	\$ -	93	602	500	500
Communications	3,366	4,911	976	1,600	1,110
Dues & Subscriptions	2,189	4,706	4,621	5,550	5,550
Fuel & Oil	17,953	20,952	5,175	1,000	1,000
Chemicals	35,341	29,384	-	-	-
Small Tools	-	-	2,119	2,500	2,500
Operating Materials	27,881	28,642	100,969	50,000	50,000
Contractual Services	29,694	71,622	54,344	65,000	52,200
Non-Personal Overhead Transfer	-	189,061	157,403	-	-
Automotive Repairs & Maintenance	9,245	8,056	25,528	15,000	15,000
Equipment Maintenance	14,688	13,973	8,234	10,000	12,000
Total Services and Supplies	\$ 140,357	371,400	359,971	151,150	139,860

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Sewer Enterprise Fund (Fund 510)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Capital Outlay					
Vehicles	\$ -		-	294,914	-
Total Capital Outlay	\$ -	-	-	294,914	-
Total Sewer Collection	\$ 330,882	626,030	698,206	830,718	548,415
TOTAL EXPENDITURES	\$ 4,347,260	4,428,928	5,240,220	5,428,946	10,691,470
Excess (Deficit) of Revenues Over Expenditures	\$ 1,236,280	1,059,361	735,291	703,726	(4,561,470)
Beginning Fund Balance	\$ 7,587,277	8,715,186	9,139,350	10,212,848	10,916,574
Ending Fund Balance	\$ 8,823,557	9,774,547	9,874,641	10,916,574	6,355,104
Reserved Fund Balance:					
Bond Reserve	\$ 45,512	44,512	44,512	44,512	44,512
Trustee Cash - Leases and Other Debt	605,576	638,924	667,060	-	-
FHMA Debt Service Reserve	134,362	134,362	134,362	134,362	134,362
Working Capital Reserve	850,000	850,000	850,000	850,000	850,000
Pension Reserve	175,000	175,000	175,000	175,000	175,000
System Reinvestment Reserve	1,735,887	1,735,887	1,735,887	1,735,887	1,735,887
Emergency Reserve	750,000	750,000	750,000	750,000	750,000
Reserved Fund Balance Total:	\$ 4,296,337	4,328,685	4,356,821	3,689,761	3,689,761
Unobligated Fund Balance	\$ 4,527,220	5,445,862	5,517,820	7,226,813	2,665,343

Capital Expenditure Detail

Capital Expenditures	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Reroof 530 Freeman Lane	\$ -	-	-	37,371	-
Sewer Rate Study	14,975	-	-	-	-
Sewer Lining Project	-	-	-	2,000	2,500,000
Annual Sewer Maintenance	9,369	24,011	45,977	65,000	100,000
Annual WWTP Projects	906	1,145	451,982	5,000	1,400,000
Taylorville Lift Station	-	-	-	-	500,000
Sewer Main Replacement Project	-	-	-	-	660,000
Slate Creek Lift Station	-	-	-	250,000	700,000
Sewer Manhole Rehabilitation Project	-	-	-	-	200,000
2018 WWTP Improvements Project	747	42,732	-	-	-
	\$ 25,997	67,888	497,959	359,371	6,060,000

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
State of California Gas Tax Fund (Fund 201)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Gas Tax - Section 2103	\$ 110,980	123,869	129,824	127,459	133,058
Gas Tax - Section 2105	77,514	82,607	84,641	87,969	88,973
Gas Tax - Section 2106	103,373	111,698	116,732	118,508	120,708
Gas Tax - Section 2107	105,638	111,816	112,282	119,940	118,977
Gas Tax - Section 2107.5	3,000	10,990	(58,242)	3,000	3,000
RMRA - SB-1 Funding	303,898	343,411	432,646	368,605	381,877
TOTAL INTERGOVERNMENTAL	\$ 704,403	784,391	817,883	825,481	846,593
Interest Earnings	\$ 20,676	12,223	14,520	10,000	6,000
Unrealized Gain / Loss Investment	(23,200)	19,813	5,576	-	-
TOTAL USE OF MONEY & PROPERTY	\$ (2,524)	32,036	20,096	10,000	6,000
Transfers In from Other Funds	\$ -	-	-	282,190	-
TOTAL TRANSFERS IN	\$ -	-	-	282,190	-
TOTAL REVENUES	\$ 701,879	816,427	837,979	1,117,671	852,593
EXPENDITURES					
Non-Departmental - 601					
Transfers Out					
Transfers Out	\$ 835,748	788,069	891,779	1,050,884	1,135,000
Total Transfers Out	\$ 835,748	788,069	891,779	1,050,884	1,135,000
Total Non-Departmental	\$ 835,748	788,069	891,779	1,050,884	1,135,000
TOTAL EXPENDITURES	\$ 835,748	788,069	891,779	1,050,884	1,135,000
Excess (Deficit) of Revenues Over Expenditures	\$ (133,869)	28,358	(53,800)	66,787	(282,407)
Beginning Fund Balance	\$ 395,661	261,792	290,150	236,350	303,137
Ending Fund Balance	\$ 261,792	290,150	236,350	303,137	20,730

Capital Expenditure Detail

Capital Expenditures	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Trf to Capital 61220 - Street Maintenance	\$ 100,000	170,000	100,000	150,000	180,000
Trf to Capital 61330 - Street Rehab	850,000	295,000	-	2,500	765,000
Trf to Capital 63440 - Mill Street Parking Lot	-	125,563	88,312	68,315	-
Trf to Capital 63630 - Annual Sidewalks	13,999	30,000	-	9,500	20,000
Trf to Capital 66102 - Bennett St Bridge	-	-	40,000	669	-
Trf to Capital 66656 - S. Auburn Street Renov	-	-	10,000	680,000	-
	\$ 963,999	620,563	238,312	910,984	965,000

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Traffic Safety Fund (Fund 202)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Parking Tickets	\$ 5,607	14,573	18,381	13,000	14,000
Parking Tickets Collected by Nevada County	26,792	27,927	26,485	38,500	28,000
TOTAL FINES & FORFEITURES	\$ 32,399	42,500	44,866	51,500	42,000
Miscellaneous Grants / Donations	\$ 7,000	-	-	-	-
TOTAL MISCELLANEOUS	\$ 7,000	-	-	-	-
Transfers In from Other Funds	\$ 135,019	167,506	171,213	139,900	170,000
TOTAL TRANSFERS IN	\$ 135,019	167,506	171,213	139,900	170,000
TOTAL REVENUES	\$ 174,418	210,006	216,079	191,400	212,000
EXPENDITURES					
Police - 201					
Services and Supplies					
Contractual Services	\$ 1,049	-	-	-	-
Total Services and Supplies	\$ 1,049	-	-	-	-
Total Police	\$ 1,049	-	-	-	-
Administration & Engineering - 401					
Services and Supplies					
Utilities	\$ 137,935	176,628	160,526	170,000	175,000
Operating Materials	1,573	2,310	4,023	1,400	2,000
Total Services and Supplies	\$ 139,508	178,938	164,549	171,400	177,000
Total Administration & Engineering	\$ 139,508	178,938	164,549	171,400	177,000
Streets Maintenance - 402					
Services and Supplies					
Maintenance Contracts	\$ 24,111	26,068	45,429	20,000	30,000
Total Services and Supplies	\$ 24,111	26,068	45,429	20,000	30,000
Total Streets Maintenance	\$ 24,111	26,068	45,429	20,000	30,000
Non-Departmental - 601					
Capital Outlay					
Traffic Calming	\$ 9,750	5,000	6,101	-	5,000
Total Capital Outlay	\$ 9,750	5,000	6,101	-	5,000
Total Non-Departmental	\$ 9,750	5,000	6,101	-	5,000
TOTAL EXPENDITURES	\$ 174,418	210,006	216,079	191,400	212,000
Excess (Deficit) of Revenues Over Expenditures	\$ -	-	-	-	-
Beginning Fund Balance	\$ -	-	-	-	-
Ending Fund Balance	\$ -	-	-	-	-

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Fire Reserve Fund (Fund 203)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Strike Team Reimbursements	\$ 49,921	78,040	249,691	450,000	250,000
TOTAL INTERGOVERNMENTAL	\$ 49,921	78,040	249,691	450,000	250,000
Interest Earnings	\$ 4,313	5,847	8,312	14,000	14,000
Unrealized Gain / Loss Investment	(2,921)	2,368	2,321	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 1,392	8,215	10,633	14,000	14,000
Fire Department Expense Reimbursements	\$ -	-	-	36,992	-
TOTAL REIMBURSEMENTS	\$ -	-	-	36,992	-
Fire Donations	\$ -	-	100	-	-
TOTAL MISCELLANEOUS REVENUE	\$ -	-	100	-	-
TOTAL REVENUES	\$ 51,313	86,255	260,424	500,992	264,000
EXPENDITURES					
Fire - 203					
Services and Supplies					
Dues & Subscriptions	\$ -	-	-	513	-
Fuel & Oil	-	-	296	-	-
Operating Materials	45,845	20,640	24,023	150,000	50,000
Contractual Services	-	6,749	7,681	46,000	10,000
Conferences & Travel	-	5,127	24,925	10,000	10,000
Building Repair & Maintenance	-	530	-	-	35,000
Automotive Repairs & Maintenance	15,219	75,062	20,425	20,000	25,000
Equipment Rental	-	2,820	-	-	-
Total Services and Supplies	\$ 61,064	110,928	77,350	226,513	130,000
Capital Outlay					
Vehicles	\$ -	-	-	-	70,000
Other Machinery & Equipment	-	-	-	5,052	-
Total Capital Outlay	\$ -	-	-	5,052	70,000
Total Fire	\$ 61,064	110,928	77,350	231,565	200,000
TOTAL EXPENDITURES	\$ 61,064	110,928	77,350	231,565	200,000
Excess (Deficit) of Revenues Over Expenditures	\$ (9,751)	(24,673)	183,074	269,427	64,000
Beginning Fund Balance	\$ 221,709	211,958	187,285	370,359	639,786
Ending Fund Balance	\$ 211,958	187,285	370,359	639,786	703,786
Reserved Fund Balance:					
Nevada City Apparatus Reserve	\$ 30,000	45,000	60,000	75,000	100,000
Reserved Fund Balance Total	\$ 30,000	45,000	60,000	75,000	100,000
Unobligated Fund Balance	\$ 181,958	142,285	310,359	564,786	603,786

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
EPA Brownfield Site Assessment Grant Fund (Fund 205)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
EPA Grants (Federal)	\$ 57,237	261,906	56,571	61,638	123,235
TOTAL INTERGOVERNMENTAL	\$ 57,237	261,906	56,571	61,638	123,235
TOTAL REVENUES	\$ 57,237	261,906	56,571	61,638	123,235
EXPENDITURES					
Planning - 301					
Personal Services					
Personnel Services Overhead Transfer	\$ 3,346	2,849	2,028	1,865	3,500
Total Personal Services	\$ 3,346	2,849	2,028	1,865	3,500
Services and Supplies					
Office Supplies	\$ -	-	-	-	1,800
Printing/Advertising	130	145	-	-	-
Contractual Services	112,663	179,639	47,193	63,380	115,435
Conferences & Travel	949	-	-	-	2,500
Total Services and Supplies	\$ 113,742	179,784	47,193	63,380	119,735
Total Planning	\$ 117,088	182,633	49,221	65,245	123,235
TOTAL EXPENDITURES	\$ 117,088	182,633	49,221	65,245	123,235
Excess (Deficit) of Revenues Over Expenditures	\$ (59,851)	79,273	7,350	(3,607)	-
Beginning Fund Balance	\$ (23,165)	(83,016)	(3,743)	3,607	-
Ending Fund Balance	\$ (83,016)	(3,743)	3,607	-	-

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Developer Fee Projects Fund (Fund 206)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Local Drainage Impact Fees	\$ 10,440	9,167	9,426	17,003	-
Fire Services Impact Fees	7,846	7,063	20,469	26,328	-
Police Services Impact Fee	7,841	3,451	18,146	29,290	-
Admin / General Facilities Impact Fee	2,602	4,387	29,510	41,748	-
Parks / Recreation Impact Fee	16,020	22,890	82,109	109,085	-
Regional Transportation Mitigation	-	-	1,270	(1,270)	-
GVTIF Impact Fee	157,859	32,781	101,354	142,582	-
GVTIF Administrative Fees	1,579	328	142	38	-
Glenbrook Basin Traffic Impact	3,893	319	-	-	-
Glenbrook Basin Traffic Administration	112	-	-	-	-
TOTAL CHARGES FOR SERVICES	\$ 208,192	80,386	262,426	364,804	-
Interest Earnings	\$ 63,011	70,297	68,920	80,000	65,000
Unrealized Gain / Loss Investment	(42,072)	43,704	32,359	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 20,939	114,001	101,279	80,000	65,000
TOTAL REVENUES	\$ 229,131	194,387	363,705	444,804	65,000
EXPENDITURES					
Police - 201					
Services and Supplies					
Contractual Services	\$ 788	3,774	-	-	-
Total Services and Supplies	\$ 788	3,774	-	-	-
Total Police	\$ 788	3,774	-	-	-
Administration & Engineering - 401					
Services and Supplies					
Printing/Advertising	\$ -	145	-	-	-
Contractual Services	15,244	-	-	-	-
Total Services and Supplies	\$ 15,244	145	-	-	-
Total Administration & Engineering	\$ 15,244	145	-	-	-
Recreation - 503					
Capital Outlay					
Other Machinery & Equipment	\$ 269,436	(57)	-	-	-
Total Capital Outlay	\$ 269,436	(57)	-	-	-
Total Recreation	\$ 269,436	(57)	-	-	-
Non-Departmental - 601					
Capital Outlay					
Other Machinery & Equipment	\$ -	50,000	-	-	-
Development Impact Fee Study	10,741	-	-	-	-
Total Capital Outlay	\$ 10,741	50,000	-	-	-

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Developer Fee Projects Fund (Fund 206)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Transfers Out					
Transfers Out	\$ 571,758	545,677	-	-	720,000
Total Transfers Out	\$ 571,758	545,677	-	-	720,000
Total Non-Departmental	\$ 582,499	595,677	-	-	720,000
TOTAL EXPENDITURES	\$ 867,967	599,539	-	-	720,000
Excess (Deficit) of Revenues Over Expenditures	\$ (638,836)	(405,152)	363,705	444,804	(655,000)
Beginning Fund Balance	\$ 3,253,600	2,614,764	2,209,612	2,573,317	3,018,121
Ending Fund Balance	\$ 2,614,764	2,209,612	2,573,317	3,018,121	2,363,121

Capital Expenditure Detail

Capital Expenditures	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Trf Capital 66005 - Mill Street Pedestrian Plaza	\$ 561,621	-	-	-	-
Trf Capital 61100 - Storm Drainage Master Plan	-	341	-	-	320,000
Trf Capital 63440 - Mill Street Parking Lot	10,137	545,336	-	-	-
Trf Capital 63451 - Bennett & Ophir Circulation	-	-	-	-	100,000
Trf Capital 63452 - Centennial Dr Realignment	-	-	-	-	300,000
	\$ 571,758	545,677	-	-	720,000

Fund Balance Detail

Fund Balances	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Reserve for Parking In Lieu	\$ 74,756	-	-	-	-
Reserve for Local Drainage	299,457	205,074	223,297	246,845	-
Reserve for Fire Services	73,996	85,471	110,285	140,334	144,305
Reserve for Police Services	42,804	48,773	69,663	101,649	104,525
Reserve for Admin / General Facilities	81,212	37,536	69,796	114,582	117,825
Reserve for Regional Circulation	333,854	-	-	-	-
Reserve for Regional Drainage	153,183	161,161	167,769	172,339	101,990
Reserve for Parks and Recreation	-	-	85,476	199,860	205,515
Reserve for SMA Map Act Fees	39,086	41,213	42,903	44,072	45,319
Reserve for GVTIF	1,466,880	1,581,282	1,751,638	1,945,814	1,589,556
Reserve for GVTIF Administration	29,381	31,325	32,758	33,689	34,642
Reserve for Glenbrook Basin	3,130	-	-	-	-
Reserve for Glenbrook Basin Administration	113	-	-	-	-
Reserve for McKnight Recapture	15,874	16,738	17,425	17,899	18,406
Unobligated Fund Balance (Mkt Val Adj)	1,037	1,038	2,307	1,038	1,038
	\$ 2,614,763	2,209,611	2,573,317	3,018,121	2,363,121

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Vehicle Replacement Fund (Fund 225)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Interest Earnings	\$ 340	453	491	200	-
Unrealized Gain / Loss Investment	116	227	200	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 456	680	691	200	-
Sale of Fixed Assets	\$ 4,995	46,085	16,000	-	-
TOTAL TRANSFERS IN	\$ 4,995	46,085	16,000	-	-
Transfers In from Other Fund - Fund 100	\$ -	-	-	-	7,044
TOTAL TRANSFERS IN	\$ -	-	-	-	7,044
TOTAL REVENUES	\$ 5,451	46,765	16,691	200	7,044
EXPENDITURES					
Police - 201					
Capital Outlay					
Vehicles	\$ -	28,346	-	-	-
Total Capital Outlay	\$ -	28,346	-	-	-
Total Police	\$ -	28,346	-	-	-
Building - 302					
Services and Supplies					
Contractual Services	\$ -	-	38	493	686
Total Services and Supplies	\$ -	-	38	493	686
Debt Service					
Lease Principal	\$ 16,728	10,393	10,382	16,929	4,986
Total Debt Service	\$ 16,728	10,393	10,382	16,929	4,986
Total Building	\$ 16,728	10,393	10,420	17,422	5,672
Fleet - 403					
Services and Supplies					
Contractual Services	\$ -	-	1,367	1,375	1,372
Total Services and Supplies	\$ -	-	1,367	1,375	1,372
Debt Service					
Lease Principal	\$ 11,618	1,139	-	-	-
Total Debt Service	\$ 11,618	1,139	-	-	-
Total Building	\$ 11,618	1,139	1,367	1,375	1,372
Non-Departmental - 601					
Services and Supplies					
Vehicle Towing	\$ -	7,021	-	-	-
Total Services and Supplies	\$ -	7,021	-	-	-
Total Non-Departmental	\$ -	7,021	-	-	-

**City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Vehicle Replacement Fund (Fund 225)**

	<u>Actual FY 2022-23</u>	<u>Actual FY 2023-24</u>	<u>Actual FY 2024-25</u>	<u>Estimated FY 2025-26</u>	<u>Proposed FY 2026-27</u>
TOTAL EXPENDITURES	\$ 28,346	46,899	11,787	18,797	7,044
Excess (Deficit) of Revenues Over Expenditures	\$ (22,895)	(134)	4,904	(18,597)	-
Beginning Fund Balance	\$ 36,906	14,011	13,877	18,781	184
Ending Fund Balance	\$ 14,011	13,877	18,781	184	184

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Proposition 64 PH&S Grant Program Fund (Fund 260)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Misc. State Grants	\$ -	382,819	543,781	1,752,902	239,505
TOTAL INTERGOVERNMENTAL	\$ -	382,819	543,781	1,752,902	239,505
TOTAL REVENUES	\$ -	382,819	543,781	1,752,902	239,505
EXPENDITURES					
Police - 201					
Personal Services					
Salaries - Regular	\$ -	117,240	126,862	137,017	34,047
Overtime	-	9,734	7,975	7,000	2,000
FICA	-	9,233	9,834	9,939	2,621
PERS Retirement	-	30,701	32,900	34,615	8,838
Health / Dental / Vision / Life Ins	-	24,170	25,776	25,685	6,502
Uniform / Uniform Allowance	-	1,286	589	1,375	219
Total Personal Services	\$ -	192,364	203,936	215,631	54,227
Services and Supplies					
Operating Materials	\$ -	6,139	68,591	10,000	10,000
Contractual Services	-	12,000	25,998	26,000	26,000
Total Services and Supplies	\$ -	18,139	94,589	36,000	36,000
Capital Outlay					
Vehicles	\$ -	108,996	-	-	-
Total Capital Outlay	\$ -	108,996	-	-	-
Total Police	\$ -	319,499	298,525	251,631	90,227
Fire - 203					
Personal Services					
Overtime	\$ -	12,441	1,673	9,000	15,000
FICA	-	952	44	1,580	1,600
Total Personal Services	\$ -	13,393	1,717	10,580	16,600
Services and Supplies					
Conferences & Travel	\$ -	7,500	11,921	4,500	15,000
Total Services and Supplies	\$ -	7,500	11,921	4,500	15,000
Total Fire	\$ -	20,893	13,638	15,080	31,600
Fleet - 403					
Capital Outlay					
Other Machinery & Equipment	\$ -	211,680	98,845	17,324	-
Total Capital Outlay	\$ -	211,680	98,845	17,324	-
Total Fleet	\$ -	211,680	98,845	17,324	-
Public Works Capital - 406					
Personal Services					
FICA	\$ -	-	225	350	1,100
PERS Retirement	-	-	341	500	1,300
Health / Dental / Vision / Life Ins	-	-	526	1,200	587
Total Personal Services	\$ -	-	1,092	2,050	2,987

**City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Proposition 64 PH&S Grant Program Fund (Fund 260)**

	<u>Actual</u> <u>FY 2022-23</u>	<u>Actual</u> <u>FY 2023-24</u>	<u>Actual</u> <u>FY 2024-25</u>	<u>Estimated</u> <u>FY 2025-26</u>	<u>Proposed</u> <u>FY 2026-27</u>
Capital Outlay					
Condon Skatepark Project	\$ -	48,324	447,852	1,047,760	-
Total Capital Outlay	\$ -	48,324	447,852	1,047,760	-
Total Public Works Capital	\$ -	48,324	448,944	1,049,810	2,987
TOTAL EXPENDITURES	\$ -	600,396	859,952	1,333,845	124,814
Excess (Deficit) of Revenues Over Expenditures	\$ -	(217,577)	(316,171)	419,057	114,691
Beginning Fund Balance	\$ -	-	(217,577)	(533,748)	(114,691)
Ending Fund Balance	\$ -	(217,577)	(533,748)	(114,691)	-

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Capital Improvements Projects Fund (Fund 300)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Misc. State Grants	\$ 50,590	-	31,728	414,888	2,257,043
Misc. Federal Grants	1,174,095	69,452	76,446	818,557	2,535,000
Federal Aid - FEMA / Other	1,976,586	-	32,313	16,247	-
State Reimbursements - Other	55,582	-	-	-	-
NCTC - RSTP Funding	-	300,000	4,684	7,000	572,500
TOTAL INTERGOVERNMENTAL	\$ 3,256,853	369,452	145,171	1,256,692	5,364,543
General Expense Reimbursement	\$ 3,528	7,500	-	-	-
TOTAL REIMBURSEMENTS	\$ 3,528	7,500	-	-	-
Miscellaneous Revenues	\$ -	-	71,172	-	-
TOTAL MISCELLANEOUS	\$ -	-	71,172	-	-
Transfers In from Other Fund - Fund 100	\$ 628,555	66,294	45,073	75,000	82,044
Transfers In from Other Fund - Fund 200	1,711,222	1,791,156	423,383	3,445,000	2,165,000
Transfers In from Other Fund - Fund 201	963,999	620,563	720,566	910,984	965,000
Transfers In from Other Fund - Fund 206	571,758	545,677	-	-	720,000
Transfers In from Other Fund - Fund 242	-	135,247	-	-	-
Transfers In from Other Fund - Fund 310	3,938,705	365,841	-	1,524,190	2,500,000
Transfers In from Other Fund - Fund 500	700,000	50,000	-	400,000	-
TOTAL TRANSFERS IN	\$ 8,514,239	3,574,778	1,189,022	6,355,174	6,432,044
TOTAL REVENUES	\$ 11,774,620	3,951,730	1,405,365	7,611,866	11,796,587

EXPENDITURES**Public Works Capital - 406**

Personal Services					
Salaries - Regular	\$ -	-	(748)	-	-
FICA	13,207	94	806	1,214	-
PERS Retirement	18,415	126	113	2,615	-
Health / Dental / Vision / Life Ins	26,977	436	284	5,428	-
Deferred Compensation	-	-	-	193	-
Total Personal Services	\$ 58,599	656	455	9,450	-
Capital Outlay					
Storm Drainage Master Plan	\$ -	341	-	-	320,000
Annual Street Maintenance	148,363	179,164	107,232	150,000	180,000
Annual Street Rehabilitation	830,103	689,655	2,649	2,500	1,330,000
Annual Storm Drain Maintenance	36,159	19,631	44,502	75,000	50,000
Cal-OES PSPS	398,142	232	-	-	-
Memorial Park Pool & Facility Renovation	(1,476)	-	-	-	-
Infrastructure Needs Assessment	13,005	40,565	7,735	-	-
Equitable Community Revitalization Grant	-	-	82,973	33,888	1,987,043
NCTC Planning	3,667	9,630	4,801	7,000	7,500
GVTIF Update	4,408	-	-	-	-
Bank Street Bridge	-	-	-	-	115,000
2021 Winter Storm Damage Repair	205,791	-	-	-	-
Wolf Creek ATP Connectivity Project	-	-	-	28,000	1,000,000
Wolf Creek Trail Study	112,211	71,095	13,265	6,000	200,000
Mill Street Parking Lot	10,137	670,899	88,548	68,315	-
McCourtney Rd Pedestrian Imp	346	100,478	17,874	257,000	-

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Capital Improvements Projects Fund (Fund 300)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
Bennett & Ophir Circulation	-	-	-	-	100,000
Centennial Drive Realignment	-	-	-	-	300,000
Church Street Parking Restrooms	-	-	-	452,000	-
S Auburn/Colfax Roundabout	-	-	82,355	455,000	1,350,000
S Auburn Street Renovation	-	-	28,519	-	-
Annual Sidewalk & Accessibility	13,999	32,598	844	9,500	20,000
Playground Maintenance	-	-	-	-	25,000
Bennett Street Bridge	-	-	150,028	669	-
Measure E Street Rehabilitation	178,587	896,186	138,160	1,130,000	930,000
Measure E Park Projects	44,841	15,004	42,544	952,000	240,000
CDBG Memorial Park Facility Imp	1,868,003	28,265	-	-	-
Mill Street Pedestrian Plaza	4,816,521	915,841	47,454	-	-
Slate Creek Drainage	-	345	-	-	-
HSIP Improvements	729	249,753	142,019	293	-
Condon / Scotten Turf Replacement	3,093,695	-	-	-	-
Magenta Drain Restoration	-	-	33,050	131,000	400,000
South Auburn St Renovation	-	-	352,774	2,443,000	-
Park Projects - Miscellaneous	-	-	51,967	790,000	2,200,000
Total Capital Outlay	\$ 11,777,231	3,919,682	1,439,293	6,991,165	11,789,543
Total Public Works Capital	\$ 11,835,830	3,920,338	1,439,748	7,000,615	11,789,543
Non-Departmental - 601					
Transfers Out					
Transfers Out	\$ -	-	63,437	-	-
Total Transfers Out	\$ -	-	63,437	-	-
Total Non-Departmental	\$ -	-	63,437	-	-
TOTAL EXPENDITURES	\$ 11,835,830	3,920,338	1,503,185	7,000,615	11,789,543
Excess (Deficit) of Revenues Over Expenditures	\$ (61,210)	31,392	(97,820)	611,251	7,044
Beginning Fund Balance	\$ (591,737)	(652,947)	(621,555)	(719,375)	(108,124)
Ending Fund Balance	\$ (652,947)	(621,555)	(719,375)	(108,124)	(101,080)

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Special Projects Fund (Fund 310)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Regional Transportation Mitigation	\$ 356,808	169,669	119,236	90,000	90,000
TOTAL CHARGES FOR SERVICES	\$ 356,808	169,669	119,236	90,000	90,000
Misc. State Grants	\$ 1,950,000	-	-	-	-
Federal / FEMA Grants	845,010	-	-	-	-
TOTAL INTERGOVERNMENTAL	\$ 2,795,010	-	-	-	-
Interest Earnings	\$ 34,668	167,495	174,159	170,000	65,000
Unrealized Gain / Loss Investment	(188,593)	151,426	75,448	-	-
TOTAL USE OF MONEY & PROPERTY	\$ (153,925)	318,921	249,607	170,000	65,000
Miscellaneous Revenues	\$ -	-	-	965,202	-
TOTAL MISCELLANEOUS	\$ -	-	-	965,202	-
Transfers In from Other Funds	\$ -	-	232,454	35,000	5,000
TOTAL TRANSFERS IN	\$ -	-	232,454	35,000	5,000
TOTAL REVENUES	\$ 2,997,893	488,590	601,297	1,260,202	160,000
EXPENDITURES					
Non-Departmental - 601					
Services and Supplies					
Membership Dues	\$ -	-	-	12,207	16,276
Rent Expense	-	-	-	29,369	45,600
Total Services and Supplies	\$ -	-	-	41,576	61,876
Capital Outlay					
Real Property	\$ -	-	777,012	-	-
Land	-	-	207,988	-	-
Total Capital Outlay	\$ -	-	985,000	-	-
Transfers Out					
Transfers Out	\$ 3,938,705	365,840	47,454	1,524,190	2,500,000
Total Transfers Out	\$ 3,938,705	365,840	47,454	1,524,190	2,500,000
Total Non-Departmental	\$ 3,938,705	365,840	1,032,454	1,565,766	2,561,876
TOTAL EXPENDITURES	\$ 3,938,705	365,840	1,032,454	1,565,766	2,561,876
Excess (Deficit) of Revenues Over Expenditures	\$ (940,812)	122,750	(431,157)	(305,564)	(2,401,876)
Beginning Fund Balance	\$ 7,089,690	6,148,878	6,271,628	5,840,471	5,534,907
Ending Fund Balance	\$ 6,148,878	6,271,628	5,840,471	5,534,907	3,133,031

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Elizabeth Daniels Park Fund (Fund 450)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Interest Earnings	\$ 1,987	2,879	3,122	3,000	3,000
Unrealized Gain / Loss Investment	(1,418)	978	1,198	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 569	3,857	4,320	3,000	3,000
TOTAL REVENUES	\$ 569	3,857	4,320	3,000	3,000
EXPENDITURES					
Non-Departmental - 601					
Transfers Out					
Transfers Out	\$ -	-	-	-	-
Total Transfers Out	\$ -	-	-	-	-
Total Non-Departmental	\$ -	-	-	-	-
TOTAL EXPENDITURES	\$ -	-	-	-	-
Excess (Deficit) of Revenues Over Expenditures	\$ 569	3,857	4,320	3,000	3,000
Beginning Fund Balance	\$ 100,460	101,029	104,886	109,206	112,206
Ending Fund Balance	\$ 101,029	104,886	109,206	112,206	115,206

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Animal Shelter Fund (Fund 451)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Interest Earnings	\$ 38	60	65	60	60
Unrealized Gain / Loss Investment	18	19	28	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 56	79	93	60	60
TOTAL REVENUES	\$ 56	79	93	60	60
EXPENDITURES					
Non-Departmental - 601					
Services and Supplies					
Maintenance Costs	\$ -	-	-	-	-
Total Services and Supplies	\$ -	-	-	-	-
Total Non-Departmental	\$ -	-	-	-	-
TOTAL EXPENDITURES	\$ -	-	-	-	-
Excess (Deficit) of Revenues Over Expenditures	\$ 56	79	93	60	60
Beginning Fund Balance	\$ 2,048	2,104	2,183	2,276	2,336
Ending Fund Balance	\$ 2,104	2,183	2,276	2,336	2,396

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Downtown Assessment District Fund (Fund 770)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Downtown Assessment	\$ 60,110	63,028	71,390	64,000	65,000
TOTAL CHARGES FOR SERVICES	\$ 60,110	63,028	71,390	64,000	65,000
Interest Earnings	\$ 1,025	1,666	1,648	1,000	500
Unrealized Gain / Loss Investment	(937)	377	658	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 88	2,043	2,306	1,000	500
TOTAL REVENUES	\$ 60,198	65,071	73,696	65,000	65,500
EXPENDITURES					
Non-Departmental - 601					
Services and Supplies					
Community Contributions	\$ -	120,000	48,000	60,000	60,000
Total Capital Outlay	\$ -	120,000	48,000	60,000	60,000
Transfers Out					
Transfers Out	\$ -	-	-	35,637	5,640
Total Transfers Out	\$ -	-	-	35,637	5,640
Total Non-Departmental	\$ -	120,000	48,000	95,637	65,640
TOTAL EXPENDITURES	\$ -	120,000	48,000	95,637	65,640
Excess (Deficit) of Revenues Over Expenditures	\$ 60,198	(54,929)	25,696	(30,637)	(140)
Beginning Fund Balance	\$ 23,124	83,322	28,393	54,089	23,452
Ending Fund Balance	\$ 83,322	28,393	54,089	23,452	23,312

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Grass Valley Successor Agency Fund (Fund 780)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Other Property Taxes	\$ -	(177,747)	-	-	-
RPTTF Property Taxes	723,269	751,578	650,190	557,374	551,137
TOTAL TAXES & ASSESSMENTS	\$ 723,269	573,831	650,190	557,374	551,137
Interest Earnings	\$ 15,142	18,889	24,167	16,000	12,000
Unrealized Gain / Loss Investment	(6,651)	3,234	7,256	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 8,491	22,123	31,423	16,000	12,000
TOTAL REVENUES	\$ 731,760	595,954	681,613	573,374	563,137
EXPENDITURES					
Administration - 901					
Personal Services					
Salaries - Regular	\$ 60,285	(989)	-	-	-
Overtime	406	(11)	-	-	-
FICA	4,033	(76)	-	-	-
PERS Retirement	5,132	(101)	-	-	-
Health / Dental / Vision / Life Ins	11,136	(215)	-	-	-
Deferred Compensation	932	(15)	-	-	-
Workers Compensation	2,236	-	-	-	-
Total Personal Services	\$ 84,160	(1,407)	-	-	-
Services and Supplies					
Contractual Services	\$ 6,629	7,132	3,140	10,513	7,410
Auditing Services	3,342	1,216	427	567	2,744
Total Services and Supplies	\$ 9,971	8,348	3,567	11,080	10,154
Debt Service					
Principal	\$ 4,895,000	350,000	360,000	360,000	385,000
Interest	363,609	245,890	235,490	235,490	213,053
Amortization on Bond Premium	64,510	(5,148)	(5,148)	(5,148)	(5,148)
Total Debt Service	\$ 5,323,119	590,742	590,342	590,342	592,905
Total Administration	\$ 5,417,250	597,683	593,909	601,422	603,059
Housing - 902					
Services and Supplies					
Contractual Services	\$ 3,500	6,000	6,000	-	-
Total Services and Supplies	\$ 3,500	6,000	6,000	-	-
Total Housing	\$ 3,500	6,000	6,000	-	-
TOTAL EXPENDITURES	\$ 5,420,750	603,683	599,909	601,422	603,059
Excess (Deficit) of Revenues Over Expenditures	\$ (4,688,990)	(7,729)	81,704	(28,048)	(39,922)
Beginning Fund Balance	\$ 5,253,466	611,377	598,499	675,056	647,008
Ending Fund Balance	\$ 564,476	603,648	680,203	647,008	607,086

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Whispering Pines Landscaping & Lighting Fund (Fund 210)

	<u>Actual</u> <u>FY 2022-23</u>	<u>Actual</u> <u>FY 2023-24</u>	<u>Actual</u> <u>FY 2024-25</u>	<u>Estimated</u> <u>FY 2025-26</u>	<u>Proposed</u> <u>FY 2026-27</u>
REVENUES					
Lighting / Landscape / Maintenance	\$ 26,121	28,463	29,374	30,138	30,741
TOTAL TAXES & ASSESSMENTS	\$ 26,121	28,463	29,374	30,138	30,741
Interest Earnings	\$ 897	1,461	1,752	1,800	1,500
Unrealized Gain / Loss Investment	(699)	314	544	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 198	1,775	2,296	1,800	1,500
TOTAL REVENUES	\$ 26,319	30,238	31,670	31,938	32,241
EXPENDITURES					
Maintenance Assessment Districts - 405					
Personal Services					
Salaries - Regular	\$ 808	1,263	716	700	750
FICA	62	87	54	54	57
PERS Retirement	98	172	101	98	105
Health / Dental / Vision / Life Ins	116	179	122	119	128
Total Personal Services	\$ 1,084	1,701	993	971	1,040
Services and Supplies					
Utilities	\$ 9,613	11,010	12,420	12,000	12,060
Contractual Services	550	2,708	-	-	-
Maintenance Contracts	7,348	7,516	6,996	12,462	14,100
Property Tax Collection Fees	248	249	249	249	249
Total Services and Supplies	\$ 17,759	21,483	19,665	24,711	26,409
Total Maintenance Assessment Districts	\$ 18,843	23,184	20,658	25,682	27,449
TOTAL EXPENDITURES	\$ 18,843	23,184	20,658	25,682	27,449
Excess (Deficit) of Revenues Over Expenditures	\$ 7,476	7,054	11,012	6,256	4,792
Beginning Fund Balance	\$ 43,215	50,691	57,745	68,757	75,013
Ending Fund Balance	\$ 50,691	57,745	68,757	75,013	79,805

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Litton P. 1 Landscaping & Lighting Fund (Fund 211)

	<u>Actual</u> <u>FY 2022-23</u>	<u>Actual</u> <u>FY 2023-24</u>	<u>Actual</u> <u>FY 2024-25</u>	<u>Estimated</u> <u>FY 2025-26</u>	<u>Proposed</u> <u>FY 2026-27</u>
REVENUES					
Lighting / Landscape / Maintenance	\$ 7,487	5,210	6,760	6,935	7,074
TOTAL TAXES & ASSESSMENTS	\$ 7,487	5,210	6,760	6,935	7,074
Interest Earnings	\$ 205	311	462	500	600
Unrealized Gain / Loss Investment	(164)	40	115	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 41	351	577	500	600
TOTAL REVENUES	\$ 7,528	5,561	7,337	7,435	7,674
EXPENDITURES					
Maintenance Assessment Districts - 405					
Personal Services					
Salaries - Regular	\$ 364	341	454	340	340
FICA	28	26	34	26	26
PERS Retirement	44	48	64	48	48
Health / Dental / Vision / Life Ins	39	52	61	58	58
Total Personal Services	\$ 475	467	613	471	471
Services and Supplies					
Utilities	\$ 2,056	2,663	2,356	2,500	2,600
Maintenance Contracts	300	-	-	1,400	2,400
Property Tax Collection Fees	225	226	226	226	226
Total Services and Supplies	\$ 2,581	2,889	2,582	4,126	5,226
Total Maintenance Assessment Districts	\$ 3,056	3,356	3,195	4,597	5,697
TOTAL EXPENDITURES	\$ 3,056	3,356	3,195	4,597	5,697
Excess (Deficit) of Revenues Over Expenditures	\$ 4,472	2,205	4,142	2,838	1,976
Beginning Fund Balance	\$ 7,233	11,705	13,910	18,052	20,890
Ending Fund Balance	\$ 11,705	13,910	18,052	20,890	22,866

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Morgan Ranch Landscaping & Lighting Fund (Fund 212)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Lighting / Landscape / Maintenance	\$ 25,470	29,751	29,524	30,083	30,685
TOTAL TAXES & ASSESSMENTS	\$ 25,470	29,751	29,524	30,083	30,685
Interest Earnings	\$ 604	1,310	1,762	1,800	1,600
Unrealized Gain / Loss Investment	(555)	55	430	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 49	1,365	2,192	1,800	1,600
TOTAL REVENUES	\$ 25,519	31,116	31,716	31,883	32,285
EXPENDITURES					
Maintenance Assessment Districts - 405					
Personal Services					
Salaries - Regular	\$ 364	520	273	520	520
FICA	28	40	21	40	40
PERS Retirement	44	68	38	73	73
Health / Dental / Vision / Life Ins	39	60	61	88	88
Total Personal Services	\$ 475	688	393	721	721
Services and Supplies					
Utilities	\$ 8,353	10,392	9,089	10,500	11,000
Maintenance Contracts	5,278	4,913	5,136	10,378	11,880
Property Tax Collection Fees	228	228	228	228	228
Total Services and Supplies	\$ 13,859	15,533	14,453	21,106	23,108
Transfers Out					
Transfers Out	\$ -	-	-	202	-
Total Transfers Out	\$ -	-	-	202	-
Total Maintenance Assessment Districts	\$ 14,334	16,221	14,846	22,029	23,829
TOTAL EXPENDITURES	\$ 14,334	16,221	14,846	22,029	23,829
Excess (Deficit) of Revenues Over Expenditures	\$ 11,185	14,895	16,870	9,854	8,456
Beginning Fund Balance	\$ 27,570	38,755	53,650	70,520	80,374
Ending Fund Balance	\$ 38,755	53,650	70,520	80,374	88,830

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Ventana Sierra Landscaping & Lighting Fund (Fund 213)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Lighting / Landscape / Maintenance	\$ 3,200	3,402	3,464	4,451	6,200
TOTAL TAXES & ASSESSMENTS	\$ 3,200	3,402	3,464	4,451	6,200
Interest Earnings	\$ 47	11	8	5	-
Unrealized Gain / Loss Investment	4	55	6	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 51	66	14	5	-
Transfers In from Other Funds	\$ -	-	-	202	-
TOTAL TRANSFERS IN	\$ -	-	-	202	-
TOTAL REVENUES	\$ 3,251	3,468	3,478	4,658	6,200
EXPENDITURES					
Maintenance Assessment Districts - 405					
Personal Services					
Salaries - Regular	\$ 628	424	131	70	70
FICA	45	28	9	5	5
PERS Retirement	71	55	15	10	10
Health / Dental / Vision / Life Ins	68	72	25	12	12
Total Personal Services	\$ 812	579	180	97	97
Services and Supplies					
Utilities	\$ 2,344	3,075	2,783	2,500	2,700
Maintenance Contracts	1,846	1,686	1,716	4,688	5,460
Property Tax Collection Fees	201	201	201	201	201
Total Services and Supplies	\$ 4,391	4,962	4,700	7,389	8,361
Total Maintenance Assessment Districts	\$ 5,203	5,541	4,880	7,486	8,458
TOTAL EXPENDITURES	\$ 5,203	5,541	4,880	7,486	8,458
Excess (Deficit) of Revenues Over Expenditures	\$ (1,952)	(2,073)	(1,402)	(2,828)	(2,258)
Beginning Fund Balance	\$ 3,958	2,006	(67)	(1,469)	(4,297)
Ending Fund Balance	\$ 2,006	(67)	(1,469)	(4,297)	(6,555)

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Scotia Pines Landscaping & Lighting Fund (Fund 214)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Lighting / Landscape / Maintenance	\$ 4,234	4,481	4,631	4,752	4,847
TOTAL TAXES & ASSESSMENTS	\$ 4,234	4,481	4,631	4,752	4,847
Interest Earnings	\$ 2	11	11	8	-
Unrealized Gain / Loss Investment	78	-	-	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 80	11	11	8	-
TOTAL REVENUES	\$ 4,314	4,492	4,642	4,760	4,847
EXPENDITURES					
Maintenance Assessment Districts - 405					
Personal Services					
Salaries - Regular	\$ 155	171	-	80	80
FICA	9	8	-	6	6
PERS Retirement	19	24	-	11	11
Health / Dental / Vision / Life Ins	28	17	-	14	14
Total Personal Services	\$ 211	220	-	111	111
Services and Supplies					
Utilities	\$ 1,082	1,376	1,187	1,300	1,350
Maintenance Contracts	9,205	-	2,366	4,040	6,060
Property Tax Collection Fees	201	201	201	201	201
Total Services and Supplies	\$ 10,488	1,577	3,754	5,541	7,611
Total Maintenance Assessment Districts	\$ 10,699	1,797	3,754	5,652	7,722
TOTAL EXPENDITURES	\$ 10,699	1,797	3,754	5,652	7,722
Excess (Deficit) of Revenues Over Expenditures	\$ (6,385)	2,695	888	(892)	(2,875)
Beginning Fund Balance	\$ 3,155	(3,230)	(535)	353	(539)
Ending Fund Balance	\$ (3,230)	(535)	353	(539)	(3,414)

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
MA Dist. 2003-1 (Morgan Ranch Unit 7) Fund (Fund 215)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Lighting / Landscape / Maintenance	\$ 480	480	480	480	480
TOTAL TAXES & ASSESSMENTS	\$ 480	480	480	480	480
Interest Earnings	\$ 372	535	573	550	500
Unrealized Gain / Loss Investment	(258)	179	224	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 114	714	797	550	500
TOTAL REVENUES	\$ 594	1,194	1,277	1,030	980
EXPENDITURES					
Maintenance Assessment Districts - 405					
Personal Services					
Salaries - Regular	\$ 242	433	273	250	250
FICA	18	34	21	19	19
PERS Retirement	30	56	38	35	35
Health / Dental / Vision / Life Ins	28	60	41	43	43
Total Personal Services	\$ 318	583	373	347	347
Services and Supplies					
Contractual Services	\$ -	-	-	-	-
Property Tax Collection Fees	212	212	212	212	212
Total Services and Supplies	\$ 212	212	212	212	212
Total Maintenance Assessment Districts	\$ 530	795	585	559	559
TOTAL EXPENDITURES	\$ 530	795	585	559	559
Excess (Deficit) of Revenues Over Expenditures	\$ 64	399	692	471	421
Beginning Fund Balance	\$ 18,764	18,828	19,227	19,919	20,390
Ending Fund Balance	\$ 18,828	19,227	19,919	20,390	20,812

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Morgan Ranch West BAD No 2010-1 Fund (Fund 216)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Lighting / Landscape / Maintenance	\$ 750	750	749	750	750
TOTAL TAXES & ASSESSMENTS	\$ 750	750	749	750	750
Interest Earnings	\$ 214	315	346	330	250
Unrealized Gain / Loss Investment	(151)	100	130	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 63	415	476	330	250
TOTAL REVENUES	\$ 813	1,165	1,225	1,080	1,000
EXPENDITURES					
Maintenance Assessment Districts - 405					
Personal Services					
Salaries - Regular	\$ 242	345	273	175	175
FICA	18	27	21	13	13
PERS Retirement	30	43	38	25	25
Health / Dental / Vision / Life Ins	39	43	41	30	30
Total Personal Services	\$ 329	458	373	243	243
Services and Supplies					
Contractual Services	\$ -	-	-	-	-
Property Tax Collection Fees	213	213	213	213	213
Total Services and Supplies	\$ 213	213	213	213	213
Total Maintenance Assessment Districts	\$ 542	671	586	456	456
TOTAL EXPENDITURES	\$ 542	671	586	456	456
Excess (Deficit) of Revenues Over Expenditures	\$ 271	494	639	624	544
Beginning Fund Balance	\$ 10,681	10,952	11,446	12,085	12,709
Ending Fund Balance	\$ 10,952	11,446	12,085	12,709	13,254

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Morgan Ranch West Landscaping & Lighting No. 1988-2 Annex Fund (Fund 217)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Lighting / Landscape / Maintenance	\$ 500	500	500	500	500
TOTAL TAXES & ASSESSMENTS	\$ 500	500	500	500	500
Interest Earnings	\$ 156	217	225	210	200
Unrealized Gain / Loss Investment	(107)	85	89	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 49	302	314	210	200
TOTAL REVENUES	\$ 549	802	814	710	700
EXPENDITURES					
Maintenance Assessment Districts - 405					
Personal Services					
Salaries - Regular	\$ 323	345	182	200	200
FICA	25	26	14	15	15
PERS Retirement	39	48	26	28	28
Health / Dental / Vision / Life Ins	39	52	41	34	34
Total Personal Services	\$ 426	471	263	277	277
Services and Supplies					
Utilities	\$ 129	196	178	190	200
Contractual Services	-	-	-	-	-
Property Tax Collection Fees	213	213	213	213	213
Total Services and Supplies	\$ 342	409	391	403	413
Total Maintenance Assessment Districts	\$ 768	880	654	680	690
TOTAL EXPENDITURES	\$ 768	880	654	680	690
Excess (Deficit) of Revenues Over Expenditures	\$ (219)	(78)	160	30	10
Beginning Fund Balance	\$ 7,947	7,728	7,650	7,810	7,840
Ending Fund Balance	\$ 7,728	7,650	7,810	7,840	7,849

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Ridge Meadows Landscaping & Lighting 2016-1 Fund (Fund 218)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Lighting / Landscape / Maintenance	\$ 8,000	8,000	8,370	9,500	9,690
TOTAL TAXES & ASSESSMENTS	\$ 8,000	8,000	8,370	9,500	9,690
Interest Earnings	\$ 201	214	173	120	200
Unrealized Gain / Loss Investment	(42)	142	95	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 159	356	268	120	200
TOTAL REVENUES	\$ 8,159	8,356	8,638	9,620	9,890
EXPENDITURES					
Maintenance Assessment Districts - 405					
Personal Services					
Salaries - Regular	\$ 317	765	222	200	200
FICA	24	49	11	15	15
PERS Retirement	38	103	28	28	28
Health / Dental / Vision / Life Ins	49	89	42	34	34
Total Personal Services	\$ 428	1,006	303	277	277
Services and Supplies					
Utilities	\$ 565	595	783	800	850
Maintenance Contracts	16,677	7,519	8,816	6,900	6,060
Property Tax Collection Fees	219	219	219	219	219
Total Services and Supplies	\$ 17,461	8,333	9,818	7,919	7,129
Total Maintenance Assessment Districts	\$ 17,889	9,339	10,121	8,196	7,406
TOTAL EXPENDITURES	\$ 17,889	9,339	10,121	8,196	7,406
Excess (Deficit) of Revenues Over Expenditures	\$ (9,730)	(983)	(1,483)	1,424	2,484
Beginning Fund Balance	\$ 18,634	8,904	7,921	6,438	7,862
Ending Fund Balance	\$ 8,904	7,921	6,438	7,862	10,345

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Ridge Meadows BAD 2016-1 Fund (Fund 219)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Lighting / Landscape / Maintenance	\$ 700	700	700	700	700
TOTAL TAXES & ASSESSMENTS	\$ 700	700	700	700	700
Interest Earnings	\$ 299	430	463	455	400
Unrealized Gain / Loss Investment	(217)	150	176	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 82	580	639	455	400
TOTAL REVENUES	\$ 782	1,280	1,339	1,155	1,100
EXPENDITURES					
Maintenance Assessment Districts - 405					
Personal Services					
Salaries - Regular	\$ 404	433	316	300	300
FICA	31	34	23	23	23
PERS Retirement	49	56	42	42	42
Health / Dental / Vision / Life Ins	56	60	45	51	51
Total Personal Services	\$ 540	583	426	416	416
Services and Supplies					
Contractual Services	\$ -	-	-	-	-
Property Tax Collection Fees	219	219	219	219	219
Total Services and Supplies	\$ 219	219	219	219	219
Total Maintenance Assessment Districts	\$ 759	802	645	635	635
TOTAL EXPENDITURES	\$ 759	802	645	635	635
Excess (Deficit) of Revenues Over Expenditures	\$ 23	478	694	520	465
Beginning Fund Balance	\$ 14,995	15,018	15,496	16,190	16,710
Ending Fund Balance	\$ 15,018	15,496	16,190	16,710	17,175

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Loma Rica Ranch Landscaping & Lighting Fund (Fund 220)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Lighting / Landscape / Maintenance	\$ -	-	-	155,957	159,076
TOTAL TAXES & ASSESSMENTS	\$ -	-	-	155,957	159,076
Interest Earnings	\$ -	-	-	520	700
Unrealized Gain / Loss Investment	-	-	-	-	-
TOTAL USE OF MONEY & PROPERTY	\$ -	-	-	520	700
TOTAL REVENUES	\$ -	-	-	156,477	159,776
EXPENDITURES					
Maintenance Assessment Districts - 405					
Personal Services					
Salaries - Regular	\$ -	-	-	1,500	2,000
FICA	-	-	-	115	153
PERS Retirement	-	-	-	210	280
Health / Dental / Vision / Life Ins	-	-	-	255	340
Total Personal Services	\$ -	-	-	2,080	2,773
Services and Supplies					
Utilities	\$ -	-	1,563	5,500	6,000
Contractual Services	-	-	-	1,700	-
Maintenance Contracts	-	-	-	57,115	81,360
Property Tax Collection Fees	-	-	-	267	267
Total Services and Supplies	\$ -	-	1,563	64,582	87,627
Total Maintenance Assessment Districts	\$ -	-	1,563	66,662	90,400
TOTAL EXPENDITURES	\$ -	-	1,563	66,662	90,400
Excess (Deficit) of Revenues Over Expenditures	\$ -	-	(1,563)	89,815	69,376
Beginning Fund Balance	\$ -	-	-	(1,563)	88,252
Ending Fund Balance	\$ -	-	(1,563)	88,252	157,628

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
02-HOME-0586 - Glenbrook Apts. Fund (Fund 230)

	<u>Actual</u> <u>FY 2022-23</u>	<u>Actual</u> <u>FY 2023-24</u>	<u>Actual</u> <u>FY 2024-25</u>	<u>Estimated</u> <u>FY 2025-26</u>	<u>Proposed</u> <u>FY 2026-27</u>
REVENUES					
Interest Earnings	\$ 32,713	32,713	32,713	32,713	32,713
TOTAL USE OF MONEY & PROPERTY	\$ 32,713	32,713	32,713	32,713	32,713
Transfers In from Other Funds	\$ -	-	151,165	-	-
TOTAL TRANSFERS IN	\$ -	-	151,165	-	-
TOTAL REVENUES	\$ 32,713	32,713	183,878	32,713	32,713
EXPENDITURES					
Home Program - 304					
Services and Supplies					
Contractual Services	\$ -	-	-	3,500	3,500
Total Services and Supplies	\$ -	-	-	3,500	3,500
Total Home Program	\$ -	-	-	3,500	3,500
TOTAL EXPENDITURES	\$ -	-	-	3,500	3,500
Excess (Deficit) of Revenues Over Expenditures	\$ 32,713	32,713	183,878	29,213	29,213
<hr/>					
Program Income / Cash Balance	\$ -	-	151,165	147,665	144,165
Loan Receivable Balance	\$ 4,204,639	4,237,352	4,270,065	4,302,778	4,335,491

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
09-HOME-6272 1st Time Homebuyer Fund (Fund 231)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUE					
09-Home-6272 1st Time Homebuyer	\$ 150,000	-	-	-	-
TOTAL INTERGOVERNMENTAL	\$ 150,000	-	-	-	-
Interest Earnings	\$ 39,784	24,648	31,153	34,000	35,000
Market Value Adjustment	(12,661)	7,058	7,952	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 27,123	31,706	39,105	34,000	35,000
TOTAL REVENUES	\$ 177,123	31,706	39,105	34,000	35,000
EXPENDITURES					
Home Program - 304					
Services and Supplies					
Contractual Services	\$ -	-	-	-	-
Total Services and Supplies	\$ -	-	-	-	-
Total Home Program	\$ -	-	-	-	-
TOTAL EXPENDITURES	\$ -	-	-	-	-
Excess (Deficit) of Revenues Over Expenditures	\$ 177,123	31,706	39,105	34,000	35,000
<hr/>					
Program Income / Cash Balance	\$ 807,242	834,496	846,055	873,055	901,055
Loan Receivable Balance	\$ 198,829	203,381	207,732	212,184	216,636

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
12-HOME-8564 First Time HB Fund (Fund 232)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Interest Earnings	\$ 6,569	6,569	6,569	6,569	6,569
TOTAL USE OF MONEY & PROPERTY	\$ 6,569	6,569	6,569	6,569	6,569
TOTAL REVENUES	\$ 6,569	6,569	6,569	6,569	6,569
EXPENDITURES					
Non-Departmental - 601					
Transfers Out					
Transfers Out	\$ -	-	-	-	-
Total Transfers Out	\$ -	-	-	-	-
Total Non-Departmental	\$ -	-	-	-	-
TOTAL EXPENDITURES	\$ -	-	-	-	-
Excess (Deficit) of Revenues Over Expenditures	\$ 6,569	6,569	6,569	6,569	6,569
<hr/>					
Program Income / Cash Balance	\$ -	-	-	-	-
Loan Receivable Balance	\$ 272,354	278,923	285,492	292,061	298,630

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
HOME Grant 1st Time Homebuyers Fund (Fund 233)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
CDBG Re-Use Revenues	\$ (150,000)	-	-	-	-
TOTAL INTERGOVERNMENTAL	\$ (150,000)	-	-	-	-
Interest Earnings	\$ (11,191)	8,985	8,985	8,985	8,985
Market Value Adjustment	-	-	-	-	-
TOTAL USE OF MONEY & PROPERTY	\$ (11,191)	8,985	8,985	8,985	8,985
TOTAL REVENUES	\$ (161,191)	8,985	8,985	8,985	8,985
EXPENDITURES					
Home Program - 304					
Services and Supplies					
Contractual Services	\$ 8,945	7,470	7,400	10,000	10,000
Total Services and Supplies	\$ 8,945	7,470	7,400	10,000	10,000
Total Home Program	\$ 8,945	7,470	7,400	10,000	10,000
TOTAL EXPENDITURES	\$ 8,945	7,470	7,400	10,000	10,000
Excess (Deficit) of Revenues Over Expenditures	\$ (170,136)	1,515	1,585	(1,015)	(1,015)
<hr/>					
Program Income / Cash Balance	\$ (93,681)	(99,591)	(107,731)	(117,731)	(127,731)
Loan Receivable Balance	\$ 741,813	750,798	759,783	768,768	777,753

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
99-HOME-0369 First Time Homebuyers Fund (Fund 234)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Interest Earnings	\$ 1,647	1,647	58,648	1,646	1,646
TOTAL USE OF MONEY & PROPERTY	\$ 1,647	1,647	58,648	1,646	1,646
TOTAL REVENUES	\$ 1,647	1,647	58,648	1,646	1,646
EXPENDITURES					
Non-Departmental - 601					
Transfers Out					
Transfers Out	\$ -	-	-	-	-
Total Transfers Out	\$ -	-	-	-	-
Total Non-Departmental	\$ -	-	-	-	-
TOTAL EXPENDITURES	\$ -	-	-	-	-
Excess (Deficit) of Revenues Over Expenditures	\$ 1,647	1,647	58,648	1,646	1,646
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Program Income / Cash Balance	\$ -	-	134,602	134,602	134,602
Loan Receivable Balance	\$ 389,864	391,510	315,556	317,202	318,848

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
00-HOME-0461 Cedar Park Apts Fund (Fund 235)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Interest Earnings	\$ 48,184	48,148	48,184	48,184	48,184
TOTAL USE OF MONEY & PROPERTY	\$ 48,184	48,148	48,184	48,184	48,184
Transfers In from Other Funds	\$ -	-	59,319	-	-
TOTAL TRANSFERS IN	\$ -	-	59,319	-	-
TOTAL REVENUES	\$ 48,184	48,148	107,503	48,184	48,184
EXPENDITURES					
Home Program - 304					
Services and Supplies					
Contractual Services	\$ -	-	-	3,500	3,500
Total Services and Supplies	\$ -	-	-	3,500	3,500
Total Home Program	\$ -	-	-	3,500	3,500
TOTAL EXPENDITURES	\$ -	-	-	3,500	3,500
Excess (Deficit) of Revenues Over Expenditures	\$ 48,184	48,148	107,503	44,684	44,684
<hr/>					
Program Income / Cash Balance	\$ -	-	241,154	237,654	234,154
Loan Receivable Balance	\$ 1,634,235	1,682,419	1,730,567	1,778,751	1,826,935

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
19-HOME-14968 FTHB Fund (Fund 236)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Interest Earnings	\$ 1,500	1,500	1,500	1,500	1,500
TOTAL USE OF MONEY & PROPERTY	\$ 1,500	1,500	1,500	1,500	1,500
TOTAL REVENUES	\$ 1,500	1,500	1,500	1,500	1,500
EXPENDITURES					
Home Program - 304					
Services and Supplies					
Contractual Services	\$ -	-	-	-	-
Total Services and Supplies	\$ -	-	-	-	-
Total Home Program	\$ -	-	-	-	-
TOTAL EXPENDITURES	\$ -	-	-	-	-
Excess (Deficit) of Revenues Over Expenditures	\$ 1,500	1,500	1,500	1,500	1,500
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Program Income / Cash Balance	\$ -	-	-	-	-
Loan Receivable Balance	\$ 76,734	78,234	79,734	81,234	82,734

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
04-STBG-1960 TIG Housing Rehabilitation Fund (Fund 240)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
CDBG Re-Use Revenues	\$ 300	-	-	-	-
TOTAL INTERGOVERNMENTAL	\$ 300	-	-	-	-
Interest Earnings	\$ 500	-	-	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 500	-	-	-	-
TOTAL REVENUES	\$ 800	-	-	-	-
EXPENDITURES					
CDBG Program - 303					
Services and Supplies					
Contractual Services	\$ -	-	510	-	-
Other Costs	286	-	-	-	-
Total Services and Supplies	\$ 286	-	510	-	-
Total Home Program	\$ 286	-	510	-	-
Non-Departmental - 601					
Transfers Out					
Transfers Out	\$ -	814	-	-	-
Total Transfers Out	\$ -	814	-	-	-
Total Non-Departmental	\$ -	814	-	-	-
TOTAL EXPENDITURES	\$ 286	814	510	-	-
Excess (Deficit) of Revenues Over Expenditures	\$ 514	(814)	(510)	-	-
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Program Income / Cash Balance	\$ 814	-	(510)	(510)	(510)
Loan Receivable Balance	\$ 71,833	71,833	71,833	71,833	71,833

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
CDBG Fund (Fund 241)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Interest Earnings	\$ 2,581	2,968	107	249	250
Unrealized Gain / Loss - Investments	1,192	1,827	1,840	-	-
TOTAL USE OF MONEY & PROPERTY	\$ 3,773	4,795	1,947	249	250
TOTAL REVENUES	\$ 3,773	4,795	1,947	249	250
EXPENDITURES					
CDBG Program - 303					
Services and Supplies					
Printing / Advertising	\$ 303	-	-	-	-
Contractual Services	4,522	5,500	2,570	8,000	5,000
Total Services and Supplies	\$ 4,825	5,500	2,570	8,000	5,000
Total Home Program	\$ 4,825	5,500	2,570	8,000	5,000
Non-Departmental - 601					
Transfers Out					
Transfers Out	\$ -	115,989	-	-	-
Total Transfers Out	\$ -	115,989	-	-	-
Total Non-Departmental	\$ -	115,989	-	-	-
TOTAL EXPENDITURES	\$ 4,825	121,489	2,570	8,000	5,000
Excess (Deficit) of Revenues Over Expenditures	\$ (1,052)	(116,694)	(623)	(7,751)	(4,750)
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Program Income / Cash Balance	\$ 121,440	7,928	4,152	(3,599)	(8,349)
Loan Receivable Balance	\$ -	-	-	-	-

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
CDBG Revolving Loan Fund (Fund 242)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Interest Earnings	\$ 1,720	1,720	1,720	1,720	1,720
TOTAL USE OF MONEY & PROPERTY	\$ 1,720	1,720	1,720	1,720	1,720
TOTAL REVENUES	\$ 1,720	1,720	1,720	1,720	1,720
EXPENDITURES					
CDBG Program - 303					
Services and Supplies					
Other Costs	\$ 264	264	264	264	264
Total Services and Supplies	\$ 264	264	264	264	264
Total Home Program	\$ 264	264	264	264	264
Non-Departmental - 601					
Transfers Out					
Transfers Out	\$ -	1,233	-	-	-
Total Transfers Out	\$ -	1,233	-	-	-
Total Non-Departmental	\$ -	1,233	-	-	-
TOTAL EXPENDITURES	\$ 264	1,497	264	264	264
Excess (Deficit) of Revenues Over Expenditures	\$ 1,456	223	1,456	1,456	1,456
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Program Income / Cash Balance	\$ 616	-	616	1,232	1,848
Loan Receivable Balance	\$ 178,233	179,074	179,914	180,754	181,594

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
CDBG Revolving Loan Fund - Business Loans Fund (Fund 243)

	<u>Actual</u> <u>FY 2022-23</u>	<u>Actual</u> <u>FY 2023-24</u>	<u>Actual</u> <u>FY 2024-25</u>	<u>Estimated</u> <u>FY 2025-26</u>	<u>Proposed</u> <u>FY 2026-27</u>
REVENUES					
Interest Earnings	\$ -	-	-	-	-
TOTAL USE OF MONEY & PROPERTY	\$ -	-	-	-	-
TOTAL REVENUES	\$ -	-	-	-	-
EXPENDITURES					
CDBG Program - 303					
Services and Supplies					
Other Costs	\$ -	-	-	-	-
Total Services and Supplies	\$ -	-	-	-	-
Total Home Program	\$ -	-	-	-	-
TOTAL EXPENDITURES	\$ -	-	-	-	-
Excess (Deficit) of Revenues Over Expenditures	\$ -	-	-	-	-
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Program Income / Cash Balance	\$ -	-	-	-	-
Loan Receivable Balance	\$ 101,498	101,498	101,498	101,498	101,498

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
95-STBG-897 Housing and Infrastructure Fund (Fund 247)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Interest Earnings	\$ 582	490	408	320	250
TOTAL USE OF MONEY & PROPERTY	\$ 582	490	408	320	250
TOTAL REVENUES	\$ 582	490	408	320	250
EXPENDITURES					
CDBG Program - 303					
Services and Supplies					
Other Costs	\$ 240	240	240	240	240
Total Services and Supplies	\$ 240	240	240	240	240
Total Home Program	\$ 240	240	240	240	240
Non-Departmental - 601					
Transfers Out					
Transfers Out	\$ -	6,144	-	-	-
Total Transfers Out	\$ -	6,144	-	-	-
Total Non-Departmental	\$ -	6,144	-	-	-
TOTAL EXPENDITURES	\$ 240	6,384	240	240	240
Excess (Deficit) of Revenues Over Expenditures	\$ 342	(5,894)	168	80	10
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Program Income / Cash Balance	\$ 3,072	-	3,072	6,152	9,234
Loan Receivable Balance	\$ 17,752	14,930	12,026	9,026	5,954

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
99-STBG-1362 Housing & Child Care Center Fund (Fund 249)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Interest Earnings	\$ -	-	-	-	-
TOTAL USE OF MONEY & PROPERTY	\$ -	-	-	-	-
TOTAL REVENUES	\$ -	-	-	-	-
EXPENDITURES					
Home Program - 304					
Services and Supplies					
Contractual Services	\$ -	-	-	-	-
Total Services and Supplies	\$ -	-	-	-	-
Total Home Program	\$ -	-	-	-	-
TOTAL EXPENDITURES	\$ -	-	-	-	-
Excess (Deficit) of Revenues Over Expenditures	\$ -	-	-	-	-
<hr/>					
Program Income / Cash Balance	\$ -	-	-	-	-
Loan Receivable Balance	\$ 110,000	110,000	110,000	110,000	110,000

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
CDBG Housing and Doris Drive Fund (Fund 250)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Interest Earnings	\$ 167	135	101	60	30
TOTAL USE OF MONEY & PROPERTY	\$ 167	135	101	60	30
TOTAL REVENUES	\$ 167	135	101	60	30
EXPENDITURES					
CDBG Program - 303					
Services and Supplies					
Other Costs	\$ 207	222	222	222	222
Total Services and Supplies	\$ 207	222	222	222	222
Total Home Program	\$ 207	222	222	222	222
Non-Departmental - 601					
Transfers Out					
Transfers Out	\$ -	6,610	-	-	-
Total Transfers Out	\$ -	6,610	-	-	-
Total Non-Departmental	\$ -	6,610	-	-	-
TOTAL EXPENDITURES	\$ 207	6,832	222	222	222
Excess (Deficit) of Revenues Over Expenditures	\$ (40)	(6,697)	(121)	(162)	(192)
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Program Income / Cash Balance	\$ 3,312	-	3,297	6,588	9,888
Loan Receivable Balance	\$ 30,562	27,177	23,758	20,305	16,813

City of Grass Valley
Fiscal Year 2026-27 Proposed Budget
Housing Rehab 04-STBG-1900 Fund (Fund 251)

	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Estimated FY 2025-26	Proposed FY 2026-27
REVENUES					
Interest Earnings	\$ 7,117	7,104	7,104	7,104	7,104
TOTAL USE OF MONEY & PROPERTY	\$ 7,117	7,104	7,104	7,104	7,104
TOTAL REVENUES	\$ 7,117	7,104	7,104	7,104	7,104
EXPENDITURES					
CDBG Program - 303					
Services and Supplies					
Other Costs	\$ 80	-	-	-	-
Total Services and Supplies	\$ 80	-	-	-	-
Total Home Program	\$ 80	-	-	-	-
Non-Departmental - 601					
Transfers Out					
Transfers Out	\$ -	4,457	-	-	-
Total Transfers Out	\$ -	4,457	-	-	-
Total Non-Departmental	\$ -	4,457	-	-	-
TOTAL EXPENDITURES	\$ 80	4,457	-	-	-
Excess (Deficit) of Revenues Over Expenditures	\$ 7,037	2,647	7,104	7,104	7,104
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Program Income / Cash Balance	\$ 4,457	-	-	28,891	28,891
Loan Receivable Balance	\$ 356,676	363,780	370,884	349,097	356,201