



GRASS VALLEY

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

Wednesday, November 12, 2025 at 6:00 PM

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

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

E-Mail: info@cityofgrassvalley.com

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. National Hospice and Palliative Care Month Proclamation

INTRODUCTIONS AND PRESENTATIONS

2. Building in Grass Valley 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.*

3. Approval of the Regular Meeting Minutes of October 28, 2025

Recommendation: Council approve minutes as submitted.

4. Approval of the Special Meeting Minutes of November 5th, 2025

Recommendation: Council approve minutes as submitted.

5. Community Risk Reduction Manager Updated Job Description

CEQA: Not a Project

Recommendation: That Council 1) review and approve the updated job description for Community Risk Reduction Manager to include duties in alignment with an Office of Emergency Services Specialist.

6. Approval and Execution of Amended Standard Agreement No. 19-HOME-14968, Amendment 1, with the California Department of Housing and Community Development

CEQA: Not a project

Recommendation: That the City Council authorize the Mayor to sign the Amended Standard Agreement No. 19-HOME-14968, Amendment 1, with the California Department of Housing and Community Development (HCD), extending expenditure and drawdown deadlines, and revising provisions related to HOME-funded projects.

7. Slate Creek Lift Station Pump Replacement Project - Equipment Purchase Authorizations

CEQA: Categorically Exempt - Section 15301 "Existing Facilities"

Recommendation: That Council 1) authorize an amendment to the purchase agreement of standardized Flgylt equipment to increase the amount to \$217,341.69 and 2) authorize the City Engineer to purchase additional electrical equipment in the amount of \$199,300.00 from Advanced Integration and Controls for the Slate Creek Lift Station Pump Replacement Project

8. Prefabricated Restroom Site Improvements Project - Authorization to Bid

CEQA: Categorically Exempt - Section 15301 "Existing Facilities"

Recommendation: That Council 1) approve the findings that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA); and 2) authorize the advertisement for bids.

9. Approval of modifications of Police Chief, Fire Chief, and Deputy City Manager I/II Employment Agreements

CEQA: Not a project

Recommendation: That Council 1) approve the amended and restated updated Police Chief and Fire Chief Employment Agreements to include educational and longevity incentive pays, deferred compensation benefits, retiree health provisions, and other related revisions, subject to legal review; 2) approve Amendment No. 1 to the Deputy City Manager I/II Employment Agreement increasing the deferred compensation amount, subject to legal review; 3) authorize the City Manager to execute the Agreements and Amendment subject to legal review; and 4) authorize the Finance Director to make any necessary budget transfers, adjustments and/or amendments to complete this action.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

- [10.](#) Introduction of Ordinance to adopt the 2025 California Building Standards Code and amend the City of Grass Valley Municipal Code, Title 15, Chapters 15.02 to 15.06.

CEQA: Not a project

Recommendation: That Council; 1) hold the public hearing, 2) waive the reading of the ordinance in its entirety and read by title only, and 3) introduce ordinance 838 to amend Municipal Code Chapters 15.02 to 15.06 that incorporates the 2022 California Building Standards Code.

ADMINISTRATIVE

- [11.](#) Downtown Parking

CEQA: Exempt - existing facilities

Recommendation: That Council hear a presentation from staff and stakeholders and direct the City Manager to: (1) implement paid parking at the Pioneer Village Parking Lot (Neal and South Auburn Streets), South Church Street Parking Lot (Neal and South Church Streets) and the South Auburn Street Parking Lot (100 South Auburn Street, also known as the 'Union Square' Parking Lot); (2) adopt resolution R2025-46 setting the cost of parking to one dollar (\$1.00) for the first two hours and two dollars (\$2.00) for each hour thereafter, setting the days of the week for paid parking to be Monday-Saturday, and setting the time of day for paid parking to be from 8AM to 6PM; (3) authorize the police department to hire one additional police officer I/II position to administer the program; and (4) direct staff to make necessary budget adjustments to account for anticipated revenues and expenses to implement the program

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 Wednesday, November 12, 2025, at 6:00 p.m., was posted at city hall, easily accessible to the public, as of 5:00 p.m. Friday, November 6, 2025.

Taylor Whittingslow, City Clerk



PROCLAMATION

National Hospice and Palliative Care Month – November 2025

WHEREAS, for more than 45 years, hospice has helped provide comfort and dignity to millions of people, allowing them to spend their final months at home, surrounded by their loved ones;

WHEREAS, hospice embraces an interdisciplinary, team-based approach that includes expert medical care, symptom management, emotional support, and spiritual guidance to meet the full spectrum of each person's needs;

WHEREAS, beyond physical care, hospice supports families through respite care, counseling, and bereavement services that help loved ones cope with loss and healing;

WHEREAS, the hospice philosophy empowers individuals and families to prepare for and navigate life's final chapter with grace and understanding;

WHEREAS, palliative care improves quality of life and offers relief from pain, can be provided at any time during an illness, and non-profit hospices are some of the best providers of community-based palliative care;

WHEREAS, in an increasingly fragmented and broken healthcare system, non-profit hospice is one of the few sectors that demonstrates how healthcare can – and should – work at its best for its patients;

WHEREAS, 1.72 million Medicare beneficiaries living with life-limiting illness and their families received care from the nation's hospice programs in communities throughout the United States in 2024;

WHEREAS, **non-profit** hospice and palliative care organizations are advocates and educators about advance care planning that helps individuals make decisions about the care they want;

WHEREAS, the central philosophy of hospice care puts patients first, ensuring a coordinated and person-centered approach to care, protecting patient choice and access to individualized services based on a patient's unique care needs and wishes.

WHEREAS, given our universal mortality, hospice is a valuable benefit for *all* Americans and their loved ones.

NOW, THEREFORE, by the Mayor and Council of the City of Grass Valley, do hereby proclaim November 2025 as National Hospice and Palliative Care Month and encourage citizens to increase their understanding and awareness of care at the end of life, discuss their end of life wishes with their families, and observe this month with appropriate activities and programs.

Dated this 12th day of November 2025

Hilary Hodge, Mayor

Haven Caravelli, Vice Mayor

Jan Arbuckle, Council Member

Joe Bonomolo, Council Member

Thomas Ivy, Council Member



GRASS VALLEY

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

Tuesday, October 28, 2025 at 6:00 PM

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

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

E-Mail: info@cityofgrassvalley.com

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MINUTES

CALL TO ORDER

Meeting called to order at 6:02 pm.

PLEDGE OF ALLEGIANCE

Mayor Hodge led the Pledge of Allegiance.

ROLL CALL

PRESENT

Councilmember Jan Arbuckle

Councilmember Joe Bonomolo

Councilmember Tom Ivy

Mayor Hilary Hodge

ABSENT

Vice Mayor Haven Caravelli

AGENDA APPROVAL -

Motion made by Councilmember Arbuckle, Seconded by Councilmember Ivy.

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

REPORT OUT OF CLOSED SESSION

INTRODUCTIONS AND PRESENTATIONS

1. Sister City Bodmin Exchange Update

CITY UPDATES

2. Burn Bot Demo

PUBLIC COMMENT -

Virtual Public comments attached.

In-person speakers: 1 through 3

CONSENT ITEMS -

Virtual Public Comment attached.

The City attorney gave an oral summary regarding item #6.

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

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

3. Approval of the Regular Meeting Minutes of October 14th, 2025

Recommendation: Council approve minutes as submitted.

4. Landscaping and Lighting District Maintenance - Authorization to Award Contract

CEQA: Categorically Exempt - Section 15301 "Existing Facilities"

Recommendation: That Council 1) authorize the City Engineer to execute a contract with Weiss Landscaping Inc., pending legal review, for landscaping maintenance services for an initial annual amount of \$127,320.00, subject to legal review, and 2) authorize the City Engineer to approve contract change orders of 10% of the contract amount.

5. Slate Creek Lift Station Pump Replacement Project - Authorization to Award Contract

CEQA: Categorically Exempt - Section 15301 "Existing Facilities"

Recommendation: That Council 1) award a contract for the Slate Creek Lift Station Pump Replacement Project to LaFleur Engineering, Inc., 2) authorize the Mayor to execute the construction contract, subject to legal review and, 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount.

6. Approval of modification of Deputy Police Chief Appendix A Item E. language.

CEQA: Not a project

Recommendation: That Council 1) approve change to Appendix A, Item E. of the Deputy Police Chief contract as the Fourth Amended Employment Agreement ("Agreement"); 2) authorize the City Manager to execute the Agreement subject to legal review; 3) approve the limited duration/limited assignment position in the budget for Deputy Police Chief; and 4) authorize the Finance Director to make any necessary budget adjustments and/or amendments to complete this action.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

7. Historical Commission Quarterly Update

CEQA: Not a project

Recommendation: That Council receives quarterly update from Historical Commission.

Dyane Albrecht, Vice Chair of the Historical Commission gave quarterly update to the Council.

8. Appeal of Sign Exception Application 25PLN-0031 at 2001 Nevada City Highway.

CEQA: Exempt under CEQA Guideline §15301, Categorical Exemption Class 1 (“Existing Facilities”)

Recommendation: Find the project Categorically Exempt pursuant to Section 15301, Class 1, of the California Environmental Quality Act (CEQA) and Guidelines, as detailed in the staff report; Review appeal made by the applicant and determine whether to overturn or uphold the planning commission’s decision to deny the internal illumination of the “Shell” symbol on the two canopies at three locations and on the monument price sign at 2001 Nevada City Highway.

City Planner Amy Wilson summarized the continued appeal for SEI Fuel Services’ Shell Station sign exception. The applicant sought approval for internally illuminated Shell symbols on the canopy and monument sign after the Planning Commission denied them, though the illuminated price sign had been approved. Light bars around the canopies were no longer requested.

The applicant cited nearby illuminated businesses as precedent.

Public comment attached.

Council discussed consistency, visibility, and adherence to the lighting code. The City Attorney clarified that prior illuminated signs do not establish precedent. Council agreed illumination was reasonable for safety and wayfinding and voted unanimously to grant the appeal, allowing illuminated Shell logos and price signs.

Motion made to overturn or uphold the planning commission’s decision to deny the internal illumination of the “Shell” symbol on the two canopies at three locations and on the monument price sign at 2001 Nevada City Highway by Councilmember Arbuckle. Seconded by Councilmember Ivy

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

9. Quarterly Financial Report - First Quarter of Fiscal Year 2025-26

CEQA: Not a Project.

Recommendation: That the City Council receive and file the Fiscal Year 2025-26 First Quarter Financial Report for the City’s major operating funds.

Finance Director Jennifer Sachinsky presented first-quarter results, noting revenues appear low and expenses high due to timing. Sales and property taxes are received later in the year. Business licenses and franchise fees post in later quarters. Insurance and CalPERS liabilities are prepaid, inflating early expenses. Water and sewer billings are on a two-month cycle. Overall, revenues and expenditures are on track, with no major concerns. Differences are expected to balance out as the year progresses.

Public comment: Bob Branstrom

No action taken.

BRIEF REPORTS BY COUNCIL MEMBERS

Council Member Ivy attended the Resilience Meeting and the Mayors and Managers Meeting. Council Member Bonomolo attended the Ad Hoc Skateboard Committee Meeting and the Solid and Hazardous Waste Management Meeting. Council Member Arbuckle attended the Nevada County Media Halloween Event, the GVDA Board Meeting, a performance of Dracula, and participated in the National League of Cities Conference. Mayor Hodge attended the Economic Summit and will have her Wednesdays with the Mayor tomorrow.

ADJOURN

The meeting was adjourned at 8:48 pm.

Hilary Hodge, Mayor

Taylor Whittingslow, City Clerk

Adopted on: _____



CITY OF GRASS VALLEY CITY COUNCIL MEETING

Item # 3.

GENERAL PUBLIC COMMENT SIGN IN SHEET

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

When you are recognized by the mayor:

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

Thank you for your participation.

10/28/25

#'s	Print Name or N/A	Address (optional)	Self/Business (optional)
1	Victoria Lindsay		Business/IFM
2	LIZ NEWMAN		PAWS
3	Robert Freehling		energy consultant
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			



Entertainment

Anne Solano
Loan officer / NMLS #2514160
Xpert Home Lending



Organic Empanadas

Renata Henry
Realtor / DRE # 02230973
EXP Realty

In Partnership with:



50/50
Raffle

Prize
Raffle

KOMBUCHARY

GOLD VIBE



hosted by

6:30-9:30pm

PAW.S.S. party
Launch November 14th

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PRESS RELEASES

AMA adopts guidance to reduce harm from high intensity street lights



Bookmark



Jun 14, 2016

CHICAGO — Strong arguments exist for overhauling the lighting systems on U.S. roadways with light emitting diodes (LED), but conversions to improper LED technology can have adverse consequences. In response, physicians at the Annual Meeting of the American Medical Association (AMA) today adopted guidance for communities on selecting among LED lighting options to minimize potential harmful human and environmental effects.

Converting conventional street light to energy efficient LED lighting leads to cost and energy savings, and a lower reliance on fossil-based fuels. Approximately 10 percent of existing U.S. street lighting has been converted to solid state LED technology, with efforts underway to accelerate this conversion.

"Despite the energy efficiency benefits, some LED lights are harmful when used as street lighting," AMA Board Member Maya A. Babu, M.D., M.B.A. "The new AMA guidance encourages proper attention to optimal design and engineering features when converting to LED lighting that minimize detrimental health and environmental effects."

Membership Moves Medicine™

- Free access to JAMA Network™ and CME
- Save hundreds on insurance
- Fight for physicians and patient rights

Join
the
AMA
today

High-intensity LED lighting designs emit a large amount of blue light that appears white to the naked eye and create worse nighttime glare than conventional lighting. Discomfort and disability from intense, blue-rich LED lighting can decrease visual acuity and safety, resulting in concerns and creating a road hazard.

In addition to its impact on drivers, blue-rich LED streetlights operate at a wavelength that most adversely suppresses melatonin during night. It is estimated that white LED lamps have five times greater impact on circadian sleep rhythms than conventional street lamps. Recent large surveys found that brighter residential nighttime lighting is associated with reduced sleep times, dissatisfaction with sleep quality, excessive sleepiness, impaired daytime functioning and obesity.

The detrimental effects of high-intensity LED lighting are not limited to humans. Excessive outdoor lighting disrupts many species that need a dark environment. For instance, poorly designed LED lighting disorients some bird, insect, turtle and fish species, and U.S. national parks have adopted optimal lighting designs and practices that minimize the effects of light pollution on the environment.

Recognizing the detrimental effects of poorly-designed, high-intensity LED lighting, the AMA encourages communities to minimize and control blue-rich environmental lighting by using the lowest emission of blue light possible to reduce glare. The AMA recommends an intensity threshold for optimal LED lighting that minimizes blue-rich light. The AMA also recommends all LED lighting should be properly shielded to minimize glare and detrimental human health and environmental effects, and consideration should be given to utilize the ability of LED lighting to be dimmed for off-peak time periods.

The guidance adopted today by grassroots physicians who comprise the AMA's policy-making body strengthens the AMA's policy stand against light pollution and public awareness of the adverse health and environmental effects of pervasive nighttime lighting.

Media Contact

AMA Media & Editorial
Phone: (312) 464-4430
media@ama-assn.org

About the American Medical Association

The American Medical Association is the physicians' powerful ally in patient care. As the only medical association that convenes 190+ state and specialty medical societies and other critical stakeholders, the AMA represents physicians with a unified voice to all key players in health care.

The AMA leverages its strength by removing the obstacles that interfere with patient care, leading the charge to prevent chronic disease and confront public health crises and, driving the future of medicine to tackle the biggest challenges in health care.

Improving Public Health

Annual Meeting of the AMA House of Delegates





Artificial light at night linked to raised type 2 diabetes risk, study reports

🕒 2 minute read



- Study sheds light on risk of artificial light at night
- Artificial light at night alters our circadian rhythm
- Changes in our circadian rhythm impair the body's ability to control blood sugar levels

According to a new study, being exposed to outdoor artificial light at night, such as street lights, and urban light pollution, increases the risk of type 2 diabetes.

Researchers analysed data from the China Noncommunicable Disease Surveillance Study, which included a sample of the general population from 162 different areas in 2010.

Participants' weight, body mass index and blood samples were taken to establish HbA1c.

Participants were then assigned an average outdoor light-at-night exposure level based on image data of the Earth from the US Defense Meteorological Satellite Program. Light exposure was divided into five groups ranging from most to least exposure.

- Altering diet plan and circadian clock affects vital fat tissue
- The time you go to sleep can affect your heart, researchers claim

The study revealed that the group with the highest exposure to light-at-night had a 28% increase in diabetes prevalence when compared to the group with the lowest exposure.

This is because of the interference the light had on the body's production of melatonin, the hormone that helps regulate our circadian rhythms.

Artificial light at night disrupts the human body clock, compromising the body's ability to regulate blood sugar levels.

The study reports that "Our findings contribute to the growing evidence that light-at-night [LAN] is detrimental to health and point to outdoor LAN as a potential novel risk factor for [type 2] diabetes."

The paper was published in Diabetologia journal.

Published on
18 November 2022

Author

Conor Seery

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Light pollution harms our health and wellbeing.



Over the past 100 years, humans have transformed the night, erasing the natural darkness with which we evolved. While artificial light at night is crucial to our modern world, it comes at a cost. Increasing scientific research indicates that artificial light at night has detrimental effects on human health and well-being.



Circadian rhythm disruption

Largely influenced by the light and dark, our circadian rhythm is our body's natural 24-hour regulating clock. Circadian disruption occurs when our internal clock is out of sync with the day-night cycle. Circadian disruption has been linked to an increased risk of obesity, diabetes, mood disorders, reproductive problems, and cancers.



Decreased melatonin production

While we are still learning about the relationship between artificial light and human health, we know that exposure to light at night—even at dim levels—can suppress the body's production of melatonin, a hormone that regulates our sleep-wake cycle, metabolism, and immune system.



Glare impairs vision

Irresponsible outdoor lighting at night can increase dangers rather than safety. Overly bright and poorly shielded lighting creates blinding glare, impairing vision, leading to dangerous missteps and accidents. Blue light, often used in newer LED streetlights, is more likely to create dangerous glare.



Live a healthy life in a world filled with artificial light.

- Use fully shielded outdoor light fixtures to minimize the light that streams into your home.
- Use indoor light bulbs that emit warm white light with a color temp. of 3000K or lower.
- When it's time for bed, keep your bedroom dark by using blackout curtains and covering all light sources such as clock radios and charging stations.
- If you need a nightlight, use one with dim red or amber light. Red light is least likely to be disruptive.
- Try not to use devices with screens 30-minutes prior to sleeping. If you must use devices at night, install a color temperature app that reduces blue light levels.
- Work with your neighbors and local government to reduce light pollution in your community.



DarkSky



Learn more about light pollution and human health.

darksky.org/resources/what-is-light-pollution/effects/human-health

Light pollution destroys critical wildlife habitat.



Plants and animals depend on natural light cycles to govern life-sustaining behaviors such as reproduction, nourishment, sleep, and protection from predators. Scientific evidence suggests that artificial light at night has deadly effects on many creatures, contributing to the decline of biodiversity worldwide.



Migratory birds

Artificial lights can cause migrating birds to wander off course towards dangerous nighttime landscapes and cities. Millions of birds die colliding with needlessly illuminated buildings and towers every year.



Sea turtles

Hatchling sea turtles find the sea by detecting the bright horizon over the ocean. Artificial lights draw them away from the ocean. In Florida alone, millions of hatchlings die this way every year.



And many more...

We are just starting to understand the devastating effects of artificial light on habitats. Every year, new research adds even more wildlife to the list of affected animals, including:

- Hummingbirds
- Wallabies
- Little penguin
- Zebrafish
- Sweat bees
- Songbirds
- Peahens
- Bats
- Owls
- Mice
- Seabirds
- Monarchs
- Atlantic salmon
- Zooplankton
- European perch
- Insects
- Geckos
- Fireflies

WHAT CAN I DO?



Protect wildlife through sensitive lighting choices.

- Get to know your neighborhood at night. It's hard to protect what you're not familiar with.
- Use only fully shielded, fixtures for all outdoor lighting, so lights shine down, not up.
- Use only the right amount of light needed. Too much light is wasteful and harms wildlife.
- Install timers and dimmer switches and turn off lights when not in use. If you must have security lighting, use motion sensors.
- Turn off lights in office buildings and homes when not in use.
- Use only lighting with a color temperature of 3000 and below to reduce the blue cool light that is more harmful to wildlife.
- Work with your neighbors and local governments to ensure outdoor lighting isn't harming the wildlife in your area.



DarkSky



Learn more about
light pollution and
wildlife habitats.

darksky.org/resources/what-is-light-pollution/effects/wildlife-ecosystems

Bright lights do not equate to greater safety.



Glare from unshielded lighting reduces safety.

Lighting up the nighttime environment does not necessarily increase safety and security. Effective lighting that helps people be safe—not just feel safe—is a win-win situation for everyone.

Busting the myth of bright lights and safety.



At home: Poor lighting can create a false sense of security.

Poorly designed outdoor lighting can backfire on safety. Bright and misdirected lights create shadows for criminals to hide, and some crimes, like vandalism, thrive in well-lit areas. Floodlights, for example, may highlight potential targets.



In town: Light for light's sake doesn't equal increased safety.

While towns, cities, and businesses aim to enhance safety with lighting, poorly aimed and inadequately shielded lights can attract criminals. A Chicago study identified a correlation between increased crime and overly bright alleyways.



On the road: bad lighting creates unsafe driving conditions.

Inadequate roadway lighting causes glare, contributing to accidents, especially affecting older individuals. A 2015 Journal of Epidemiology and Community Health study revealed that streetlights don't effectively prevent accidents or crime but they do cost a lot of money.

WHAT CAN I DO?



Make your home safer with **smart** lighting choices.

- Use fully shielded, dark-sky friendly fixtures so light shines where it's needed and does not create glare or extreme contrasts.
- Only use lights when and where needed. Install timers and dimmer switches, and turn off lights when not in use. If you must have security lighting, use motion sensors.
- Use the right amount of light. Too much light is wasteful and impairs vision.
- Use long-wavelength lights with a red or yellow tint to minimize negative health effects.
- Work with your local government and community to improve lighting conditions along roadways and shared spaces.
- Cities and towns can restrict the use of bright signs and flashing lights near roadways.



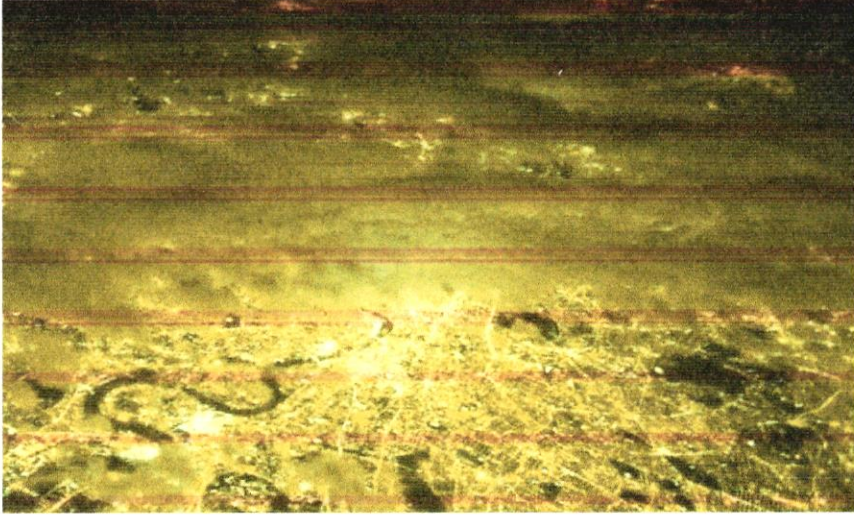
DarkSky



Learn more about
light pollution,
crime, and safety.

darksky.org/resources/what-is-light-pollution/effects/safety

Light pollution wastes money and resources.



Lighting levels that are higher than necessary and light that shines when and where it's not needed is wasteful. Wasting energy on bad lighting design has huge economic and environmental consequences.

Tracking the cost of light pollution.



Light pollution wastes billions of dollars.

DarkSky estimates that 30 percent of all outdoor lighting in the U.S. is wasted, mostly due to unshielded or excessively bright lights. This adds up to \$3.3 billion dollars wasted annually. Installing quality outdoor lighting could cut energy use by 60 to 70 percent, saving billions of dollars.



Light pollution contributes to the growing climate crisis.

Artificial lighting at night and the energy required to produce it has a large carbon footprint. In the U.S. alone, unnecessary lighting produces 21 million tons of carbon dioxide each year! 875 million trees would need to be planted annually to offset this waste.



WHAT CAN I DO?



Maximize the efficiency of your home lighting.

- Outdoor lighting should be fully shielded and directed downward where it is needed. Fully shielded fixtures can provide the same level of illumination on the ground as unshielded ones, but with less energy and cost.
- Unnecessary indoor lighting – particularly in empty office buildings at night – should be turned off, preventing leakage of that light into the night sky.
- LEDs and compact fluorescents (CFLs) can help reduce energy use and protect the environment, but only warm-white bulbs should be used.
- Dimmers, motion sensors, and timers can help to reduce average illumination levels and save even more energy.



DarkSky



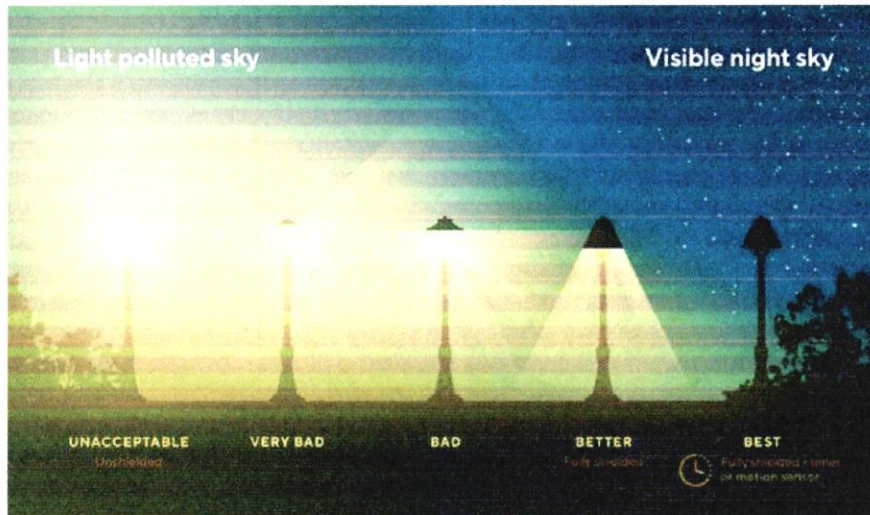
Learn more about light pollution and waste.

darksky.org/resources/what-is-light-pollution/effects/energy-climate

What is light pollution?

Light pollution is the human-made alteration of outdoor light levels from those occurring naturally.

When we over-light, fail to use timers and sensors, or use the wrong color of light, we can negatively affect many parts of our world, including migratory birds, pollinators, sea turtles, and mammals, including humans.



What can I do about it?

The good news is that light pollution, unlike many other forms of pollution, is reversible, and each one of us can make a difference! Just being aware that light pollution is a problem is not enough — we need to take action.

- ✓ Use only fully shielded, DarkSky Approved fixtures for all outdoor lighting, so lights shine down, not up.
- ✓ Use only the right amount of light needed. Too much light is wasteful and harms wildlife.
- ✓ Install timers and dimmer switches and turn off lights when not in use. If you must have security lighting, use motion sensors.



- ✓ Turn off lights in office buildings and homes when not in use.
- ✓ Use only lighting with a color temperature of 3000 K and below to reduce the blue cool light that's more harmful to many animal species.
- ✓ Work with your neighbors and local governments to ensure outdoor lighting isn't harming the wildlife in your area.

Learn more at www.DarkSky.org

LIGHT POLLUTION FACTS

Components of light pollution

- **Glare** — excessive brightness that causes visual discomfort
- **Sky glow** — brightening of the night sky over inhabited areas
- **Light trespass** — light falling where it is not intended or needed
- **Clutter** — bright, confusing, and excessive groupings of light sources

Harmful effects of light pollution

A growing body of evidence links the brightening night sky directly to measurable negative impacts on:

- [Wildlife and ecosystems](#)
- [Human health](#)
- [Energy and climate change](#)
- [Crime and safety](#)
- [Night sky heritage](#)
- [Scientific research](#)

The problem is growing

Research indicates that light pollution is increasing at a global average rate of ten percent per year.

YOUR LOCAL CHAPTER



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DarkSkyMissouri.org
darksky@missouri.darksky.org
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 636-851-9630

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107 East McKnight



234 South Auburn



451 East Main



2094 Nevada City Hwy

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From: KIMMICH RUDOLF - Voicemail box 8880 <noreply@voicemail.goto.com>
Sent: Tuesday, October 28, 2025 7:43 PM
To: Public Comments
Subject: Voicemail from [REDACTED] on Oct 28 2025 7:41 PM
Attachments: 1761705706-00001ed2.mp3

Follow Up Flag: Follow up
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New voicemail message

Time: Tuesday, October 28 2025 7:41 PM

From: [REDACTED]

Duration: 58 seconds

Voicemail box: 8880

Transcript:

Hi, this is Matthew Coulter commenting on the shallow illumination sign in the Brunswick Basin. The Brunswick Basin is already over-lit and a total shock to your system. If you go in there at night, do your eyes have to totally re-adapt to the darkness? Wow, she went redhead or brunette. Interesting. So, the point being is you're destroying our psyche here in town with the lighting, the LED lighting, the signage. It's all basically designed to draw your attention and distract you to that specific thing, taking your eyes off what should be done, which is most likely driving your car in a highly trafficked pedestrian area, highly.

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Sent: Tuesday, October 28, 2025 6:01 PM
To: Public Comments
Subject: Voicemail from [REDACTED] on Oct 28 2025 5:57 PM
Attachments: 1761699462-00001eb5.mp3



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New voicemail message

Time: Tuesday, October 28 2025 5:57 PM

From: [REDACTED]

Duration: 1 minute 53 seconds

Voicemail box: 8880

Transcript:

Hi, this is Matthew Coulter commenting in the grass Valley City Council meeting on the consent item number four five six number four the landscaping subdivision cost of a hundred and twenty seven thousand three hundred twenty dollars to least brothers I believe is wrong, I believe that This citizen should not be paying for This type of work and I have watched them that company work repeatedly over here Memorial Park next door to my house and they do a very poor job. So I don't recommend that at all. And number five, the lift station on Slate Creek Road for the ****. They lift the **** into the sewage system. I hope that it can be more quality than other lift stations that seem to always have problems and leak and spill and the one on Taylorville Road with the bad bearing that you can hear from three blocks away. I'm not really sure if it's doing what it's supposed to do because the lids off it and

hoses are laying around and it looks kind of disorganized, unsanitary. Number six, Steve Johnson from the GVPD. He should be fired. The guy's a complete liar and he's just a complete shill. He's done more damage to probably the police department than the man above him, if that's even possible. But yes, Steve, I've got your lies all written down on paper that you personally sent to the court, unsolicited, to of course try to punish me further for no reason whatsoever. So along with the sinkhole debacle that you were involved in and you saw the fraud that was going on, so even though you're going to retire, you're still going to be liable, my friend. So run, but you can't hide. Thank you. Those are my comments on the consent calendar.

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Sent: Tuesday, October 28, 2025 5:58 PM
To: Public Comments
Subject: Voicemail from [REDACTED] on Oct 28 2025 5:54 PM
Attachments: 1761699248-00001eb3.mp3



You received a new voicemail message



New voicemail message

Time: Tuesday, October 28 2025 5:54 PM

From: [REDACTED]

Duration: 2 minutes 39 seconds

Voicemail box: 8880

Transcript:

Hi, this is Matthew Coulter making public comment for the city council meeting for grass valley. I'd like to start with number seven on the historic commission report to the council. Recently in the historic commission meeting several of the last both commissioners both Terry McAteer and the other woman who was acting as commissioner berated me. They believe I shouldn't speak in public. They believe that somehow my deceased mother is thinking ill of me or participating in local government, which she did for years. And I often tagged along with her. And they learned quite a bit about watching people and how they treat people in the general public and the way that the city has treated me. And I would expect a written letter of apology from both these commissioners and even though one female was on her way out the door, she even said like it was her last meeting or something. You might

be speaking there tonight ill of me and my crude language. I suggest you look at the historic commission meetings where I was berated and the head of your commission wouldn't even stay in the meeting and listen to my public comment. Which I believe is not how it's supposed to work. I believe that the city council has broken their oath to the people and recently the ethics and rules code that you guys have just re-established. You're vindictive children that need a bottle and a nap before you throw a tantrum. The injuries on the sidewalks are piling up as specific people get special treatment for their personal properties and there's several along South Auburn that I believe city money was used to go onto private property and give those people bonuses. The city attorney's rant also was just over the top. So we got a lot of slander, we've got a lot of accusations, none of them are proven, none of them are proven in court. You're going to take me to court again and sue me for a restraining order. I believe that you folks are mentally ill. I believe you should step down, and I believe that Haven shouldn't have people living in the woods starting fires, I believe that Hillary shouldn't be a DUI, I believe Jan is senile, I believe Tom is in another world. And for Joe, we put you there to do something positive. You've done absolutely nothing and you're a total disappointment. Thank you.

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To: Public Comments
Subject: Voicemail from [REDACTED] on Oct 28 2025 5:52 PM
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New voicemail message

Time: Tuesday, October 28 2025 5:52 PM

From: [REDACTED]

Duration: 1 minute 55 seconds

Voicemail box: 8880

Transcript:

Hi there, this is Brenda English and I live downtown. I just have to call again and tell you about your horrible sidewalks. I've already won a lawsuit against the city and I went flying the other day. I went into your office and filled out a report, but it's on the backside where the bookstore is. I don't even enjoy my walks with my dog anymore because I have to look down to see where my footing is. and some irritated driver was honking their horn, and I didn't know if it was someone that was honking for me to say hi, so I turned sideways, and in that two seconds, turned back and caught my tennis shoe in the downward hole and went flying downward. While I was in the ER, the nurse tells me, you can't believe how many people we have in here that are falls

from downtown. And I went to my doctor's office today, and they told me that they just had a lady who fell in front of Tofinelli's. So our sidewalks are *****. They will be *****. They need to be addressed. Like I said, I've already won the lawsuit. I went in and filed a written report with you. I haven't heard anything back, but I had told the front desk that if I had anything broken, I'd come after you again. It's fortunate that I'm just bruised and broken with with no broken bones but cuts on my knees and bruises all over my body and my hip and so anyway I think you need to address your sidewalks more instead of the one block street in South Auburn and we were I had a friend going with me out to lunch at Maria's so we drove down South Auburn and he goes oh they've just redid the street and I said yeah they did and he goes well then why is it so bumpy I could feel it in my truck so I thought that was amusing too I guess I think that's what happens when you take the person who bids for the least amount. Thank you.

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Sent: Tuesday, October 28, 2025 5:43 PM
To: Public Comments
Subject: Voicemail from [REDACTED] on Oct 28 2025 5:39 PM
Attachments: 1761698370-00001ea6.mp3



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New voicemail message

Time: Tuesday, October 28 2025 5:39 PM

From: [REDACTED]

Duration: 1 minute 57 seconds

Voicemail box: 8880

Transcript:

Yes, this is Patty Galley. I wanted to make a public comment on an item on your administrative agenda that was heard before you discussed that item. It's regarding the reports from the historical committee that you're going to hear. I wanted to address the Council again with my concerns regarding the committee's members using the meeting as a place to attack and demean Matthew Coulter. I sent an email to some counsel regarding this issue in that two months ago the chairperson went into a tirade about Matthew, mostly consisting of his deceased mother and what she was seeing, what she was hearing, what she was saying, and what she was feeling. Not only was it creepy, but it was also totally inappropriate. Last month, yet again, another acting chairperson went on a rant trying to engage the committee in making a formal complaint about Matthew. The committee declined. There's a lot of

discussion about Matthew and how he communicates by the city. It is only fair and professional that if you have an expectation of Matthew and how he communicates at meetings, that the people sitting at the dais of any meeting also respect citizens. If a meeting member is concerned about Matthew or anyone in their communication, there are many other ways to address the issue. Demeaning the citizen and talking about dead relatives is not the way. When this comes up, I ask that the Council educate and advise the Historical Committee on how to professionally process their complaints and concerns and be considerate of what you are expecting of others, you support yourselves. Thank you.

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Taylor Whittingslow

From: Judith Lowry [REDACTED]
Sent: Saturday, October 25, 2025 6:32 PM
To: Public Comments

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To the GVHC,

As the Grass Valley Historical Commission prepares to report to the council regarding the plans for various cultural recognitions on the roundabout art at East Main Street and Idaho-Maryland Road. The honorees are stated to be the Maidu, Chinese, and Cornish heritages. Aviator Lyman Gilmore will also be honored.

The Commission seeks permission of the Grass Valley City Council to proceed with the creation of information kiosks which would include permanent interpretive story boards at the entrance of each end of town.

My question is, why are the Nisenan descendants of Louis Kelly not represented in favor of a Plumas County Rancheria?

Judith Lowry



GRASS VALLEY

Special City Council Meeting

Wednesday, November 05, 2025 at 6:00 PM

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

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

E-Mail: info@cityofgrassvalley.com

Web Site: www.cityofgrassvalley.com

MINUTES

CALL TO ORDER

The meeting was called to order at 6:01 pm.

PLEDGE OF ALLEGIANCE

Mayor Hodge led the Pledge of Allegiance.

ROLL CALL

PRESENT

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

AGENDA APPROVAL -

Motion made by Councilmember Arbuckle, Seconded by Vice Mayor Caravelli.

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

CONSENT ITEMS -

None.

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

ADMINISTRATIVE

1. Downtown Grass Valley Roundabout Project - Approve Engineering Concept

CEQA: N/A - CEQA review will be completed as part of the project work

Recommendation: That Council approve a selected project alternative for the Downtown Grass Valley Roundabout Project

City Engineer Bejorn Jones presented an overview of the Grass Valley Downtown Roundabout Project and introduced representatives from GHD (consultant engineers) and NCTC. He summarized the project history, background, and current stage within the Project Approval and Environmental Documentation (PAED) phase.

Staff recommended proceeding with either Option 2 or Option 5, noting both options meet funding and grant criteria while improving safety and functionality. The consultant team discussed accessibility features, bicycle and pedestrian improvements, and compliance with ADA standards.

Public Comment: Jay Straus, Shaun Johnson, Tim McCall, Bob Branstrom, Scott Meadows, Brenda English, Kathy, Ted, Matthew Coulter

Council members discussed; project funding, timeline, and grant deadlines (environmental clearance required by September 2026); Traffic modeling and potential impacts to surrounding streets; Pedestrian and bicycle safety, including design features for visually impaired users; Construction phasing, with preference for nighttime work to minimize downtown disruption; Coordination with Caltrans and other local construction projects on Highway 49; Long-term pedestrian connectivity to the Wolf Creek Trail and downtown.

Council members expressed differing preferences for Option 2 and Option 5. Concerns included right-turn-only restrictions, potential traffic circulation through private lots, and maintaining safe pedestrian crossings.

Staff brought up the idea with the use of Option 5 to make South Auburn a one way street and eliminate the right out, and utilize the extra space for parking.

Motion by Councilmember Ivy, seconded by Councilmember Bonomolo, to approve Alternative 5.

Voting Yea: Councilmember Bonomolo, Councilmember Ivy, Mayor Hodge

Voting Nay: Councilmember Arbuckle, Vice Mayor Caravelli

ADJOURN

The meeting was adjourned at 7:48 pm.

Hilary Hodge, Mayor

Taylor Whittingslow, City Clerk

Adopted on: _____

Taylor Whittingslow

From: WIRELESS CALLER - Voicemail box 8880 <noreply@voicemail.goto.com>
Sent: Wednesday, November 5, 2025 6:30 PM
To: Public Comments
Subject: Voicemail from WIRELESS CALLER at [REDACTED] on Nov 5 2025 6:26 PM
Attachments: 1762396015-00002508.mp3



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New voicemail message

Time: Wednesday, November 5 2025 6:26 PM

From: WIRELESS CALLER [REDACTED]

Duration: 1 minute 58 seconds

Voicemail box: 8880

Transcript:

Hello. My name is Hannah English. I live on South Auburn Street in Grass Valley, California. I am completely against this huge roundabout that you guys want to put in. My mother and I walk those streets daily and, I mean, people don't even stop at the stop signs to let us pass, I've almost gone hit multiple times. I've been in the middle of the crosswalks and people just zoom right behind me like I'm not even in the crosswalk. So, and I've witnessed at the current roundabout that we have in Grass Valley that, I mean, even at that roundabout people don't stop for pedestrians. Same thing, I've witnessed multiple people almost get hit at the East Main roundabout. I've seen people waiting for cars to come to a stop and they don't. So I think adding this huge roundabout with not only multiple roads connecting to it, but the freeway off and on ramps, all those cross logs, I mean, it's not going to be good.

There's going to be tons of accidents. I wouldn't be surprised If there's going to be some vehicle versus pedestrian calls, this is not safe at all. There's going to be multiple accidents. I mean, there's already multiple accidents on Highway 49 at their roundabouts. People don't know how to drive in a roundabout. They don't yield or they just come to a complete stop for no reason. Yeah, thanks.

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Sent: Wednesday, November 5, 2025 5:03 PM
To: Public Comments
Subject: Voicemail from SNYDER BRIAN at [REDACTED] on Nov 5 2025 5:01 PM
Attachments: 1762390887-000024c2.mp3



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New voicemail message

Time: Wednesday, November 5 2025 5:01 PM

From: SNYDER BRIAN [REDACTED]

Duration: 40 seconds

Voicemail box: 8880

Transcript: Hello, this is Brian Snyder. I live at 319 Chapel Street in Grass Valley. And I am blind, and it's very important for me to hear the surge of traffic or when it stops. With a roundabout, I am not able to hear that. So traffic is constantly moving, so I don't know when to go. So that is a problem for those that are blind like myself, and so I oppose the roundabout at that intersection. Thank you for your time and have a good evening.

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Taylor Whittingslow

From: COGV General Voicemail
Sent: Wednesday, November 5, 2025 4:19 PM
To: COGV General Voicemail
Subject: Form submission from: Contact us



GRASS VALLEY
A PLACE TO LIVE AND THRIVE

11/05/2025 - 4:18pm

City of Grass Valley »

WEBFORM SUBMISSION

Submitted by anonymous user: [76.137.225.108]

Your name:
Daryl Grigsby

Your e-mail:

[REDACTED]

Your Phone Number:

[REDACTED]

Message:

For the Grass Valley City Council - as a frequent downtown visitor, I love the pedestrian, traffic, ladder crosswalk and other enhancements downtown. definitely enhances safety, walkability, and overall vibe of the downtown.

CC: to City manager, city engineer and PW Director

Attachment(s) (if applicable):

[View results](#)[Download results](#)

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Taylor Whittingslow

From: Reed Hamilton [REDACTED]
Sent: Wednesday, November 5, 2025 11:16 AM
To: Public Comments
Subject: South Auburn roundabout

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I ask that, in designing this improvement, cyclist safety measures be included. Roundabouts can be safe if there are designated bike lanes within the roadway, delineated by colored striping. It is also important to have bicycle crossings separate from pedestrian crossings since those afoot move more slowly than cyclists and are on sidewalks. Forcing cyclists to leave the bike lane for a crossing is dangerous. As this project is funded from the state Active Transportation Fund, it seems necessary to include cyclist safety in the design. Thank you.

Taylor Whittingslow

From: Maia Averett [REDACTED]
Sent: Tuesday, November 4, 2025 7:53 PM
To: Public Comments
Subject: Roundabout project

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Hello,

I'm writing in support of Option #5 for the roundabout project. People who want to turn left can just go around the roundabout instead of turning left at a stop sign or signal. The purpose of adding a roundabout here is to keep traffic flowing. Both the signaled and stop sign alternatives do not do this. Please pursue Option #5.

Thank you,
Maia Averett

Taylor Whittingslow

From: Matthew Farris [REDACTED]
Sent: Tuesday, November 4, 2025 11:13 AM
To: Public Comments
Subject: Peanut Roundabout

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I have seen the concept for this project. My concern about what seems to be missing is appropriate design to include safe cycling. Transportation infrastructure in general nationwide does a poor job of including cycling as part of any design. Please address this concern and provide an updated design.

Matt Farris

Taylor Whittingslow

From: Larry Matz [REDACTED]
Sent: Tuesday, November 4, 2025 9:33 AM
To: Public Comments
Subject: Proposed 49/20/174 "peanut" construction

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

Although funded in part by Alternative Transportation funds intended to encourage cycling , the proposal appears to lack adequate guidance and safeguards for cyclists and motorists.

Existing guidance from NACTO and others identifies the necessary design parameters essential to avoid cyclist injuries and deaths through roundabouts and more complex interchanges such as this proposal. Elements such as protected or separate bike lanes, clear signage identifying the right for cyclists to "use full lane" and /or motorists " yield to cyclists" are critical. These highways are heavily used connectivity corridors for many area cyclists and it's essential that there are adequate safety provisions.

Sent from my iPad

Taylor Whittingslow

From: Chris Stecko [REDACTED]
Sent: Tuesday, November 4, 2025 8:36 AM
To: Public Comments
Subject: GV Roundabout: Safe bike lanes are good for GV Business!

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Hi,

Going beyond the obvious safety features of a bike friendly roundabout, another benefit of a safe design **is the impact to Grass Valley, its commerce, and tax revenues.**

How? Young couples and professionals use bikes more and more as an alternative form of transportation. Add e-bikes to that mix and the bike population is increasing even more rapidly. If GV would like to attract people to the area - and to the shops downtown, a safe, bike friendly system would be very appealing to people looking at GV as a place to move to.

Another benefit of more bike use is that it will mitigate the parking problem and auto congestion.

So a safe roundabout can help:

- safety
- help increase GV commerce and taxes
- mitigate parking/traffic issues.

Here is a supporting url: <https://trec.pdx.edu/news/study-finds-bike-lanes-can-provide-positive-economic-impact-cities>

Chris Stecko

Taylor Whittingslow

From: Gregory Shaffer [REDACTED]
Sent: Tuesday, November 4, 2025 8:14 AM
To: Public Comments
Subject: Roundabout input

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

Thanks to all working on the roundabout ideas for our wonderful city.

I hope that you include:

The creation of bike lanes within the roundabout to protect bikers.

A sperate lane for bikes versus people waking, like you see in many cities with the green pavement.

Thanks so much.

Gregory Shaffer
118 Margretta Ct
Grass Valley CA 95945

Gregory Shaffer
shafe@gshaffer.com
[REDACTED]

The information in this missive is provided as is, without any assurances as to its accuracy or suitability for any purpose. My thoughts can be prone to errors, outages, and other defects. I assume no responsibility for any decisions made on the basis of the content presented in this communication. I draw particular cautious attention to your reliance on ramblings, opinions, and purported facts. While I have the tremendous advantages of temporal and spatial completeness, my thoughts are reconstructions from my past. Note that the first person to mention this clause to me each calendar month will be rewarded. One win per sentient being per lifetime. I further caution that my suggestions are only as good as the data that underpin them, my conditions at any given location and time are unpredictable and variable, and that the veracity of what I opine reflects a particular set of preferences that may not agree with those of any particular reader.

Taylor Whittingslow

From: Galen Ellis [REDACTED]
Sent: Tuesday, November 4, 2025 7:30 AM
To: Public Comments
Cc: Katherine Thompson
Subject: Support for Cyclist Safety Enhancements in Downtown Roundabout

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

Dear Members of the Grass Valley City Council,

As a regular road cyclist and active member of our local cycling community, I'm writing to express my support for the proposed "peanut" roundabout at the Highway 49/20/174 intersection—and to encourage the City to integrate additional safety features for cyclists as part of the final design.

Roundabouts have proven benefits for traffic flow and safety, and I appreciate that this project has been funded through Active Transportation funds, which aim to make biking and walking more viable and attractive. To fully realize those goals, I respectfully urge the City to incorporate best practices identified by the National Association of City Transportation Officials (NACTO) and other design standards that improve visibility, predictability, and comfort for cyclists.

Specifically, I encourage the Council to consider:

- A protected, continuous bike lane within or adjacent to the roundabout, physically separated by a curb, bollards, or a semi-mountable raised surface.
- Clear green striping or other pavement markings that distinguish bike crossings from pedestrian crossings and vehicle lanes.
- Design elements that prioritize sight lines and reduce vehicle encroachment into cycling space.

These features not only align with NACTO's guidance on safe roundabout design but also ensure that this project truly supports active transportation and reflects Grass Valley's commitment to safety and accessibility for all road users.

Thank you for your consideration and for your ongoing efforts to make our community safer and more connected for cyclists, pedestrians, and drivers alike.

Sincerely,

Galen Ellis
 Grass Valley, CA

Taylor Whittingslow

From: Bill Lawrence [REDACTED]
Sent: Tuesday, November 4, 2025 7:10 AM
To: Katherine Thompson
Cc: Public Comments
Subject: Re: Input on Peanut Roundabout

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

Thanks, Katherine for the excellent communication to the city of grass Valley regarding the peanut roundabout of the future. Hope camp is going well down in Paso. Bill Lawrence

On Mon, Nov 3, 2025 at 9:44 PM Katherine Thompson <kathompson111@gmail.com> wrote:
Honorable Mayor and Council Members:

We encourage the City to add additional safety features for cyclists in the design of the new roundabout. We would like to call attention to the National Association of City Transportation Officials recommendations, identified in their design guide, <https://nacto.org/publication/urban-bikeway-design-guide/designing-safe-intersections/unsignalized-intersections/roundabouts-and-circular-intersections/>

These safety features include:

- A separate, protected bike lane within the roundabout
- Bike crossings separate from pedestrian crossings.

The NACTO guidance explains several alternatives to provide these important safety measures.

Thank you for consideration of our comments.

Sincerely,

Katherine Thompson
President
Sierra Express Bicycle Club of Nevada County
916.835.1541
sierraexpress.org

Taylor Whittingslow

From: Katherine Thompson [REDACTED]
Sent: Monday, November 3, 2025 9:44 PM
To: Public Comments
Subject: Input on Peanut Roundabout

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

Honorable Mayor and Council Members:

We encourage the City to add additional safety features for cyclists in the design of the new roundabout. We would like to call attention to the National Association of City Transportation Officials recommendations, identified in their design guide, <https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fnacto.org%2Fpublication%2Furban-bikeway-design-guide%2Fdesigning-safe-intersections%2Funsignalized-intersections%2Froundabouts-and-circular-intersections%2F&data=05%7C02%7Cpublic%40cityofgrassvalley.com%7Ccbe214ed8532492af74e08de1b652df3%7C9ae77aa305d441df9e87a50878f705ff%7C0%7C0%7C638978318553096311%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMmllsIkFOlJoiTWFpbCIldUljoyfQ%3D%3D%7C60000%7C%7C%7C&sd=ata=h88H%2FN99hOZcu%2BD%2BgOt3QZ5rst2ioygQHJrIPL1zdlg%3D&reserved=0>

These safety features include:

-A separate, protected bike lane within the roundabout -Bike crossings separate from pedestrian crossings.

The NACTO guidance explains several alternatives to provide these important safety measures.

Thank you for consideration of our comments.

Sincerely,

Katherine Thompson
 President
 Sierra Express Bicycle Club of Nevada County
 916.835.1541
sierraexpress.org

Taylor Whittingslow

From: Andrew Samuelsen [REDACTED]
Sent: Monday, November 3, 2025 1:19 PM
To: Public Comments
Subject: Nov 5 roundabout meeting public comment

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

It would be great to include bike facilities, especially beyond sharrows (which studies show actually make it less safe for drivers and bikes) or painted bike lanes. This could include green painted lane, physical separation (by a curb, plastic bollards, or semi-mountable raised surface).

NACTO has a guide to making roundabouts more bike friendly: <https://nacto.org/publication/urban-bikeway-design-guide/designing-safe-intersections/unsignalized-intersections/roundabouts-and-circular-intersections/>

--

Andrew Samuelsen
775-721-2242



November 4, 2025

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

Re: Proposed Roundabout in Downtown Grass Valley

To the Grass Valley City Council:

FREED opposes the proposed roundabout in downtown Grass Valley, due to significant safety and accessibility concerns for people with disabilities.

Roundabouts create barriers for individuals who are blind or have low vision, as they rely on listening to consistent traffic patterns to determine when it is safe to cross the street. The constant and unpredictable movement of vehicles in a roundabout makes it extremely difficult to navigate safely.

In addition, even when roundabouts have proper curb cuts, clearly marked and accessible pedestrian crossings, and lighted pedestrian indicators, individuals who use wheelchairs or other mobility devices are at higher risk of injury. We believe the proposed roundabout presents safety concerns for people with disabilities who rely on predictable traffic movement and accessible pathways to travel safely from place to place.

As an Independent Living Center serving people with disabilities and older adults, FREED strongly urges the City of Grass Valley to consider safer, more accessible alternatives that prioritize the safety and inclusion of all community members.

Sincerely,

A handwritten signature in black ink, appearing to read "Carly Pacheco".

Carly Pacheco
Executive Director

☐ Grass Valley Office
435 Sutton Way
Grass Valley, CA 95945
Tel: (530) 477-3333
Fax: (530) 477-8184
TTY: (530) 477-8194
Toll Free: 800-655-7732

☐ Yuba City Office
1100 Butte House Road
Suite 120
Yuba City CA 95991
Tel: (530) 742 4474
TTY: (530) 742-2379
Fax: (530) 742-4476

www.FREED.org

Board of Directors, 2025

Kristin Ansell, Chair
Shannon Dooley-Miller,
Secretary
Erin Minett, Treasurer
Margaret Fowler





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

November 5, 2025

Dear Mayor and Councilmembers,

On behalf of the Grass Valley Downtown Association (GVDA), thank you for the City's continued investment in improving the South Auburn/Colfax/Neal/Tinloy/Hansen/SR 20 interchange—an important gateway to downtown.

GVDA's mission is to support the economic vitality of downtown. While we do not take a position on a specific design alternative, we respectfully request that the City stipulate the following conditions as part of the project approval:

- Nighttime construction, wherever feasible, reduces daytime business and traffic impacts.
- Streetscape consistency so that the gateway reflects downtown's established design palette, materials, and finishes.
- Strong construction management and clear communication with downtown businesses throughout all phases.
- Access and wayfinding plans to maintain customer and delivery access; and
- Accountability and schedule discipline to minimize disruptions during peak retail seasons and community events.

These measures are practical, measurable, and essential to preserve access, safety, and economic activity during construction. GVDA stands ready to assist with merchant outreach, communication, and sharing detour and parking information through our channels.

Thank you for the opportunity to partner with the City on this important project.

Sincerely,

A handwritten signature in blue ink, reading "Joy D. Porter". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Joy Porter, Chair, Grass Valley Downtown Association



City of Grass Valley City Council Agenda Action Sheet

Title: Community Risk Reduction Manager-Office of Emergency Services Specialist

CEQA: Not a Project

Recommendation: That Council 1) review and approve the updated job description for Community Risk Reduction Manager to include duties in alignment with an Office of Emergency Services Specialist.

Prepared by: Mark Buttron- Fire Chief

Council Meeting Date: 11/12/2025

Date Prepared: 11/7/2025

Agenda: Consent

Background Information:

On November 12, 2024, the City Council approved the job description for the Community Risk Reduction Manager position as part of the Measure B implementation and the City's continued commitment to community safety. Since that time, staff has reviewed the operational scope of the position and determined that the duties more closely align with both Community Risk Reduction and the City's Office of Emergency Services functions. The proposed title change to Community Risk Reduction & Office of Emergency Services Specialist more accurately reflects the work performed, aligns the position with comparable regional classifications, and supports the City's ongoing efforts in emergency preparedness, mitigation, response, and recovery activities.

Council Goals/Objectives: This item executes portions of work tasks towards achieving/maintaining the Strategic Plan - High Performance Government & Quality Service and Productive and Efficient Workforce.

Fiscal Impact: None

Funds Available:

Account #:

Reviewed by: ___ City Manager

Attachments:

1. Job Description for Community Risk Reduction Manager-Office of Emergency Services Specialist.



COMMUNITY RISK REDUCTION MANAGER- OFFICE OF EMERGENCY SERVICES SPECIALIST

Department: City Manager

FLSA Status: Exempt

Reports To: City Manager

Unit: Contract (At Will)

SUMMARY OF JOB PURPOSE *Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

Under the direction of the City Manager or their designee, the Community Risk Reduction Manager is responsible for developing, organizing, implementing, and overseeing community risk reduction programs, including vegetation management, code enforcement, defensible space, grants management, public education, and other strategic initiatives. This position performs a variety of administrative, technical, and managerial duties involving sound fiscal practices and ensures compliance with applicable City, State, and Federal codes and regulations. The role promotes community awareness of public safety and all risk community preparedness, provides both office and field-based oversight, and may respond to incidents to assist with response and recovery efforts. The position also provides highly complex analytical and programmatic support to the City Manager or designee.

In addition, the Community Risk Reduction Manager serves as a key liaison to external agencies and internal committees on matters of vegetation risk reduction. Working under broad administrative guidance, the position organizes, develops, and oversees programs that include vegetation and home-hardening inspections of residential and commercial properties. This includes inspections related to code enforcement, public education, and community outreach. The Community Risk Reduction Manager also provides high- quality customer service, addressing and resolving concerns and complaints from residents, businesses, and other stakeholders.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the City Manager or their designee. Exercises direct supervision over subordinate professional, technical, clerical and management staff.

ESSENTIAL FUNCTIONS *The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Investigate vegetation or other related complaints of violation of City and state

This job description indicates in general the nature and levels of work, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.



COMMUNITY RISK REDUCTION MANAGER- OFFICE OF EMERGENCY SERVICES SPECIALIST

- codes, ordinances, and regulations; photograph or video record evidence of violation; issue letters to property owners notifying them of violation; conduct follow-up investigations to ensure compliance with applicable codes and ordinances; develop and maintain accurate case files.
2. Designs, implements, and administers wildland fire prevention goals, objectives, and budgets while closely following agency/Council resolutions defining the special tax spending goals and limitations, and is responsible for recruiting, hiring, and overseeing an internal support team as required along with subcontracted vendors.
 3. Respond in writing, by phone, and in person with City residents, businesses and others regarding complaints and follow-up activities taken to resolve issues.
 4. Prepare vegetation-related abatement cases; prepare notices and required correspondence and documents; follow up to ensure compliance with City and state requirements.
 5. Participate in the preparation of documentation for submission to the City Attorney to file complaints for noncompliance;
 6. Provide information to violators, the general public, business community and other government agencies regarding City and state codes, laws and ordinances; respond to questions, complaints and inquiries.
 7. Maintain files and records related to citations and violations; prepare a variety of written reports, memoranda and correspondence.
 8. Confer and coordinate with other agencies and City departments, including Planning and Building, Public Works, Fire, and Police, on the investigation and disposition of vegetation nuisances, and related violations.
 9. Participate in and provide advice and guidance on the development of new codes or revisions to existing codes related to enforcement of vegetation related violations of the Municipal Code.
 10. Input and retrieve a variety of information using a computer terminal, tablet or other electronic device.
 11. Coordinate with other public and private agencies to abate public nuisances.
 12. Assume responsibility for the adequate and accurate maintenance of City vegetation management records; assume responsibility for the submittal of all formal annual reports required by the City Manager, City Council, County, and state and federal governments.
 13. Manage the development and implementation of departmental goals, objectives, and priorities for each assigned service area; recommend and administer policies and procedures.
 14. Establish, within City policy, monitor and evaluate the efficiency and effectiveness of vegetation management service delivery methods and procedures; allocate

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COMMUNITY RISK REDUCTION MANAGER- OFFICE OF EMERGENCY SERVICES SPECIALIST

resources accordingly.

15. Assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
16. Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
17. Participate in the development and administration of the division budget; approve the forecast of funds needed for staffing, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
18. Represent the City to other departments, elected officials, and outside agencies; coordinate assigned activities with those of other departments and outside agencies and organizations.
19. Routinely promote articles, press releases, seasonal information, City and community events, seek out interviews, presentations, and public speaking opportunities that promote the community risk reduction strategies of the City.
20. Review, analyze, and document fire and hazard data to determine the effectiveness of programs while monitoring trends.
21. Develop, oversee, and/or execute requests for proposals (bids) and contracts.
22. Conduct Defensible Space Inspections/Re-inspections of Properties
23. Fill out inspection notices and enter inspections into record management system.
24. Responsible for vegetation management and weed abatement including evaluation of all City-owned
25. Plans, prioritizes, assigns, supervises and reviews the work of subordinate staff members in assigned functions and activities; monitors and evaluates work in progress to ensure compliance with goals and policies.
26. Participates in the selection of staff; recommends the appointment of subordinate personnel; trains, motivates and evaluates staff; provides or coordinates staff training; works with employees to correct deficiencies; assists in the implementation of discipline procedures.
27. Monitors work activities to ensure safe practices, quality and accuracy; ensures compliance to applicable rules, policies and procedures.
28. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field.
29. Perform related duties as required.

KNOWLEDGE, SKILLS AND ABILITIES: *The following generally describes the knowledge and*

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COMMUNITY RISK REDUCTION MANAGER- OFFICE OF EMERGENCY SERVICES SPECIALIST

ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

1. Basic codes, ordinances, laws and regulations pertaining to building and zoning compliance, including sections of California penal codes, vehicle codes and health and safety codes.
2. Investigative practices and principles.
3. Basic principles and procedures of record keeping.
4. Modern office procedures and methods including computers.
5. Effective oral and written communication methods.
6. Proficient computer skills and Microsoft Office suite of programs.
7. Negotiation and conflict resolution techniques.
8. Occupational hazards and standard safety procedures.
9. Principles and practices of grants administration.
10. Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
11. Principles and practices of program development and administration. Principles of supervision, training, and performance evaluation.
12. Pertinent federal, state, and local laws, codes, and regulations including those impacting vegetation management areas.
13. Recent developments, current literature, and sources of information related to assigned programs and services.
14. Techniques for effectively representing the City in contacts with governmental agencies, community groups and various professional, educational, regulatory and legislative organizations.
15. Techniques for providing a high level of customer service to the public and City staff.
16. Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
17. Report writing and research methods.

Ability to:

1. Learn to perform public education, outreach, and media interactions.
2. Develop plans to mitigate the impact and propagation of fire in the wildland-urban-interface (WUI) and participate in the design, implementation, and supervision of mitigation projects in collaboration with the local Fire Chief/Public Safety leadership,

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COMMUNITY RISK REDUCTION MANAGER- OFFICE OF EMERGENCY SERVICES SPECIALIST

regional, and National experts while developing partnerships with related agencies including, but not limited to; neighboring municipalities, Counties, CAL FIRE, Federal Emergency Management Agency, California Office of Emergency Services, United States Forest Service and Non-Profit Organizations.

3. Apply common sense understanding to carry out instructions furnished in written, oral or diagram form; analyze and resolve problems involving circumstances and/or events using standardized methods or procedures.
4. On a continuous basis, analyze budget and technical reports, interpret and evaluate staff reports; know laws, regulations and codes; identify and interpret technical and numerical information; observe performance and evaluate staff; problem-solve department related issues; remember various rules and procedures; and explain, interpret and apply policy.
5. Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
6. Be self-motivated and able to motivate others.
7. Independently organize work, set priorities, meet critical deadlines and follow-up on assignments.
8. Use tact, initiative, prudence, and independent judgement.
9. Operate a motor vehicle and emergency response vehicle, radio and other necessary and essential equipment.
10. Establish and maintain effective working relationships with those contacted in the course of work.

QUALIFICATIONS

To perform this job successfully, the incumbent must be able to perform each of the essential duties satisfactorily. Reasonable accommodations may be made to enable incumbents with disabilities to perform the essential functions. The requirements listed are representative of the knowledge, skill and/or ability required.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT *The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

1. Must pass a medical examination to verify the ability to physically perform all required duties and must be free from any physical, emotional, or mental condition which might adversely affect the ability to perform essential job duties.
2. Must be physically able to perform the duties of this position, including the mobility to work in a standard office setting and use standard office equipment, including a

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COMMUNITY RISK REDUCTION MANAGER- OFFICE OF EMERGENCY SERVICES SPECIALIST

computer; the ability to operate a motor vehicle and to visit various City sites and attend off-site meetings; vision to read printed materials and a computer screen; hearing and speech to communicate in-person, before groups and over the telephone; finger dexterity to access, enter and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment; climb, balance and stoop, kneel, crouch or crawl and frequently lift and/or carry up to 70 pounds. On a continuous basis, sit at a desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone and communicate through written means. Specific vision ability required by this job includes close vision, color vision, peripheral vision, depth perception and ability to adjust focus with or without ocular aids. The employee must be able to work in variable temperatures and weather conditions and have the ability and willingness to work around and to tolerate unpleasant odors and objectionable substances common to the field.

3. Incumbents work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances and may interact with upset staff and/or public representatives in interpreting and enforcing departmental policies and procedures. Incumbents will also work outdoors in conditions that can be wet and/or humid and with occasional exposure to extreme temperatures including heat of 100° or more and sub-freezing cold as well as rain and snow, hazardous chemicals, biohazards, and injury. Employee will be required to wear a respirator as well as dust and filter masks while performing certain job functions.
4. Employees may be required to work on evenings, weekends and holidays.
5. Employee may be required to wear a City-issued uniform.
6. Some accommodations may be made for some physical demands for otherwise qualified individuals who require and request such accommodations.

EDUCATION AND EXPERIENCE - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

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COMMUNITY RISK REDUCTION MANAGER- OFFICE OF EMERGENCY SERVICES SPECIALIST

EDUCATION AND EXPERIENCE REQUIRED

1. At a minimum a high school diploma or General Education Degree (GED) is required with eight years experience in one or more of the following: fire service, public administration, public education, public information, program management or related fields.

OR

Associate's degree from an accredited college or university is required with three years experience in one or more of the following: fire service, public administration, public education, public information, program management or related fields.

OR

Bachelor's degree from an accredited college or university is required with 1 year experience in one or more of the following: fire service, public administration, public education, public information, program management or related fields.

OR

At the discretion of the appointing authority, experience in the core job functions may be considered as substitute for the educational requirements above.

LICENSES AND CERTIFICATIONS

2. Valid Class C California Driver's License (CDL) with an acceptable driving record. Class A or B CDL within 6 months of appointment may be required.
3. Public Education training or certification or Public Information Officer training or certification or equivalent (within 6 months of appointment).
4. First Aid and CPR Certificates with 6 months of hire.
5. I-100/200 within 6 months of hire, I-300 within 12 months of hire.
6. Course work for Defensible Space Inspector 1 completed within 6 months of hire.
7. Must pass an appropriate background check prior to hire date.

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City of Grass Valley
JOB DESCRIPTION

Item # 5.



COMMUNITY RISK REDUCTION MANAGER- OFFICE OF EMERGENCY SERVICES SPECIALIST

GENERAL

The City reserves the right to revise or change classification duties and responsibilities as the need arises. This description does not constitute a written or implied contract of employment.

I have read and understand the contents of this job description, and I have received a copy of this job description for my records.

Print Name: _____

Signature: _____

Date: _____

Adopted: November 12, 2024

Revised: November 12, 2025

This job description indicates in general the nature and levels of work, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.



City of Grass Valley City Council Agenda Action Sheet

Title: Approval and Execution of Amended Standard Agreement No. 19-HOME-14968, Amendment 1, with the California Department of Housing and Community Development

CEQA: Not a project

Recommendation: That the City Council authorize the Mayor to sign the Amended Standard Agreement No. 19-HOME-14968, Amendment 1, with the California Department of Housing and Community Development (HCD), extending expenditure and drawdown deadlines, and revising provisions related to HOME-funded projects.

Prepared by: Taylor Whittingslow, Deputy City Manager

Council Meeting Date: 11/12/2025

Date Prepared: 11/5/2025

Agenda: Consent

Background Information: In 2019, the City of Grass Valley entered into a Standard Agreement (No. 19-HOME-14968) with the California Department of Housing and Community Development (HCD) for the administration of HOME Investment Partnerships Program (HOME) funds. The funding supports eligible housing activities in the City, including construction, rehabilitation, and assistance for low-income households.

Since the award of this contract, the HOME funds have been frozen by the State, preventing the City from utilizing the awarded funds to support local housing activities. Approval of this amendment will allow the City to extend the contract term and preserve eligibility for these funds with the hope that the State will unfreeze the funds and allow the City to utilize them in the future.

The Amended Agreement (No. 19-HOME-14968, Amendment 1) modifies Exhibit E (Authority, Purpose, and Scope of Work) of the original contract. Key revisions include:

- Expenditure Deadline: Extended to July 17, 2028
- Drawdown Deadline: Extended to September 17, 2028
- Agreement Expiration Date: Extended to July 17, 2040

Additional provisions have been added to comply with federal regulations:

- Funds not drawn from the federal treasury by December 17, 2028, will no longer be available for disbursement.

- In accordance with 24 CFR 92.254, any HOME-funded homeownership units that do not have a ratified sales contract with an eligible homebuyer within nine (9) months of completion must be rented to an eligible tenant pursuant to 24 CFR 92.252.

All other terms and conditions of the original agreement remain unchanged. Execution of this amendment will allow the City to maintain its participation in the HOME Program and retain the potential to utilize these funds once released by the State.

Council Goals/Objectives: This item executes portions of work tasks towards achieving/maintaining the Strategic Plan - Economic Development.

Fiscal Impact: There is no change to the total award amount of \$500,000.00. This amendment extends deadlines and updates regulatory provisions, ensuring the City remains in compliance and retains the opportunity to access these funds when they become available.

Funds Available: Yes

Account #: 233-304

Reviewed by: City Manager

Attachments:

1. Amended Agreement No. 19-HOME-14968, Amendment 1 (STD 213A)
2. Original Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES SCO ID:

Item # 6.

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev 04/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER

19-HOME-14968

AMENDMENT NUMBER

1

Purchasing Priority Number

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME
Department of Housing and Community DevelopmentCONTRACTOR NAME
City of Grass Valley

2. The term of this Agreement is:

START DATE
11/30/2021THROUGH END DATE
07/17/20403. The maximum amount of this Agreement after this Amendment is:
\$500,000.004. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
Exhibit E (Authority, Purpose and Scope of Work) is hereby being revised as Exhibit E AM. 1 (Authority, Purpose and Scope of Work, Rev. 09/2025), with changes as follows:

Expenditure deadline extended to 07/17/2028, Drawdown deadline extended to 09/17/2028, and Agreement expiration date extended to 07/17/2040;

Exhibit E, Section 3.D. revised to include "Any funds in this contract not drawn from the federal treasury by the federal reversion date of December 17, 2028, shall no longer be available for disbursement," and Exhibit E, Section 4. B. revised to include "Pursuant to 24 CFR 92.254, any homeownership units funded by HOME that do not have a ratified sales contract with an eligible homebuyer for the housing within nine (9) months of the date of completion of construction or rehabilitation using HOME funds, shall be rented to an eligible tenant pursuant to the requirements of 24 CFR 92.252."

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
See Attached

CONTRACTOR BUSINESS ADDRESS
See Attached

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING
See Attached

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS
651 Bannon Street, Suite 400

CITY
Sacramento

STATE
CA

ZIP
95811

PRINTED NAME OF PERSON SIGNING

TITLE
Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICE APPROVAL

EXEMPTION (If Applicable)
Exempt per: SCM Vol. 1 4.04. A.3 (DGS memo date 06/12/1981)

Page 68

CONTRACTOR

City of Grass Valley
a California City

By: _____ Date: _____

Hilary Hodge
City Mayor

Address:

125 East Main Street
Grass Valley, CA 95945

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

SCO ID:

AGREEMENT NUMBER

19-HOME-14968

PURCHASING AUTHORITY NUMBER (if applicable)

Item # 6.

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

City of Grass Valley

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

10/31/2039

3. The maximum amount of this Agreement is:

\$500,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	HOME Program Terms and Conditions	36
Exhibit E	Special Conditions	2
TOTAL NUMBER OF PAGES ATTACHED		44

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Grass Valley

CONTRACTOR BUSINESS ADDRESS

125 East Main Street

CITY

Grass Valley

STATE

CA

ZIP

95945

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

11/30/2021

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the HOME Investment Partnerships Program (hereinafter "HOME") by the Department of Housing and Community Development (hereinafter "Department") pursuant to the provisions of the Cranston-Gonzalez National Affordable Housing Act (42 USC 12741 et seq.), the HOME Investment Partnerships Program (Title 24 Code of Federal Regulations Part 92), California Health and Safety Code Section 50896, and Title 25, Division 1, Chapter 7, Subchapter 17 of the California Code of Regulations (hereinafter "CCR"), Sections 8200 through 8220 ("State Regulations"), all in effect and as amended from time to time. The HOME Program is listed in the Catalog of Federal Domestic Assistance (CFDA) as 14.239 - HOME Investment Partnerships Program.

In accepting this conditional reservation of funds, the Contractor (sometimes referred to herein as the "HOME Recipient") agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the HOME Recipient applied, and which is further described in Exhibit E, the representations contained in the HOME Recipient's application for this funding allocation (the "Application"), and the requirements of the authorities cited above.

2. Scope of Work

HOME Recipient shall perform the Scope of Work (hereinafter "Work"), including deadlines thereto, as described in Exhibit E and the Application, which is on file at the Department, Division of Financial Assistance, 2020 West El Camino Ave., Sacramento, California, and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by a HOME Program Manager or higher Departmental official, as appropriate, are hereby incorporated as part of the Application. The Department reserves the right to require the HOME Recipient to modify any or all parts of the application to comply with HOME federal and/or state regulations. The Department reserves the right to review and approve all Work to be performed by the HOME Recipient in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department. Any approval shall not be presumed unless such approval is made by the Department in writing.

The Work in this Agreement is limited to one or more of the following HOME program activities as defined in California Code of Regulations Title 25, Section 8201: (1) First-Time Homebuyer Program; (2) Owner-Occupied Rehabilitation Program; and (3) Tenant-Based Rental Assistance Program.

HOME Investment Partnerships Program (HOME)
Program Activities
NOFA Date: 10/31/2019
Approval Date: 7/30/2021
Prep. Date: 08/27/2021

EXHIBIT A

The Work in this Agreement does not include any “First-time homebuyer project” as defined in California Code of Regulations Title 25, Section 8201.

3. **Contract Amount**

For the purposes of performing the Work, the Department agrees to provide the amount shown on Page 1, No. 3 of this Agreement (as identified in STD 213) and as further described in Exhibit E Section 2. In no instance shall the Department be liable for any costs for Work in excess of this amount, nor for any unauthorized or ineligible costs. The HOME Recipient agrees to administer this allocation in accordance with the provisions of 24 Code of Federal Regulations (hereinafter “CFR”) Part 92 and Title 25 of the CCR Section 8200 through Section 8220.f.

4. **Activity Delivery Costs**

HOME Recipients shall report the amount of Activity funds used for project-related soft costs, otherwise known as Activity Delivery Costs (hereinafter “ADC”), on all HOME Project Set-Up and Completion Reports (hereinafter “PCRs”). The HOME Recipient must request ADC in proportion to the amount of Activity funds being drawn down. The maximum amount of ADC that may be drawn for each specific activity is:

- A. Up to 24% of the HOME loan/grant amount for Owner-Occupied Rehabilitation (OOR). Activity delivery costs for rehabilitation projects may exceed the 24% limit if documentation of actual costs is provided to HCD with each PCR. Documentation must be of actual costs; consultant billings, without documentation of underlying actual costs, are not adequate;
- B. Up to 6.5% of the HOME loan/grant amount for First-Time Homebuyer (FTHB) activities;
- C. Up to 6.5% of the HOME construction loan amount for First-Time Homebuyer activities involving in-fill new construction; and,
- D. Up to 5% of the total household assistance amount, to reimburse the administrative cost of only unit inspections and household eligibility determinations for Tenant-Based Rental Assistance, in accordance with HOME Regulations at 24 CFR Part 92.209(a).

The total amount of ADC drawn down during the entire contract term must be for actual costs incurred according to 24 CFR Part 200, and have documentation in each project file to support ADCs claimed.

EXHIBIT A

5. Authority to Contract

Contractor has the capacity, financial resources, staff resources and authority to fulfill the obligations required of it hereunder, and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

6. Other Funding Sources

- A. Other Funding Sources - The HOME Recipient shall report on the value of other contributions included as leverage to the project activity with each Project Set-Up and Completion Report. The Project Set-Up and Completion Report is the report which conveys the information needed to establish a project-specific account in the Federal Integrated Disbursement and Information System (hereinafter "IDIS"). It is also the report that is used to convey any changes to the project-specific account or report the final project-specific information in IDIS established by U.S. Department of Housing and Urban Development (hereinafter "HUD").
- B. Match - All matching contributions for a specific activity required by 24 CFR Part 92.218-92.222 are waived. However, the HOME Recipient shall report all match-eligible funding in the PCR.
- C. Subsidy Limits - The amount of HOME funds that the HOME Recipient may contribute to HOME-assisted housing on a per-unit basis may not exceed the per-unit subsidy dollar limits established by HUD, as referenced in 24 CFR Part 92.250.

7. HOME Program Contract Coordinator

The HOME Recipient's contact for this Agreement may vary; therefore, you will be contacted directly by your assigned HCD program representative. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be sent by e-mail or First-Class mail as shown below:

Email: HOME@hcd.ca.gov

Address: Department of Housing and Community Development
Division of Federal Financial Assistance – HOME Program
P.O. Box 952054
Sacramento, CA 94252-2054

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Definitions

- A. "Activity Delivery Costs" (hereinafter "ADC") means a project's "related soft costs" as this term is defined at Title 24 of the Code of Federal Regulations (hereinafter "24 CFR") Part 92.206(d). ADCs are included in the "HOME Activity Funds". The HOME Recipient may expend up to the indicated ADC maximum as identified in Exhibit A, Section 4. HOME funds for Activity Delivery Eligible Project Costs and HOME Activity Funds shall be drawn down at the same time. If the activity is not completed, and a Project Completion Report for the full amount drawn down is not filed, all HOME funds, including ADC, must be repaid to the Department as identified in Exhibit D, Section 12c.
- B. "Project Set-Up" refers to the forms and process required to reserve HOME funds in the federal Integrated Disbursement and Information System (IDIS) for a specific HOME-assisted project.
- C. "Project Disbursement" refers to the forms and process required to request the drawdown of HOME funds from IDIS for a project's previously-reserved HOME funds.
- D. "Project Completion Report" refers to the form and process required to report a project "complete". The Project Completion Report must be submitted to HCD within 60 days of the final draw request. If the activity is not complete, and a Project Completion Report for the full amount drawn down is not filed, all HOME funds for the particular project must be repaid to the Department.
- E. "Administration" refers to eligible administrative and planning costs as provided in 24 CFR Part 92.207.

2. General Set-Up Requirements

The HOME Recipient shall submit the following for the Department's approval, prior to project set-up in IDIS:

- A. The "General Set-Up Conditions Checklist" on a form provided by the Department and any required supporting documentation, including a program administration budget, and Affirmative Fair Market Analyses with marketing plan.

EXHIBIT B

- B. For First-Time Homebuyer (hereinafter “FTHB”) Activities, the HOME Recipient shall submit a revised FTHB Feasibility Worksheet (Exhibit B7 of the HOME NOFA Program Activities application) as part of its General Set-up Conditions to confirm program feasibility.
- C. Any other documents, certifications, or evidence deemed necessary by the Department prior to Project Set-Up.

3. **Administrative Disbursement Requirements**

Prior to requesting administrative funds, the HOME Recipient shall submit the following:

- A. Payee Data Record (STD 204 or TIN Form as applicable);
- B. Completed HUD “Exempt or Categorically Excluded, Not Subject to 58.5” environmental form marked as “Exempt” for HOME General Administration at <https://www.hudexchange.info/resource/3141/part-58-environmental-review-exempt-or-censt-format/>

4. **Individual Project Set-Up Requirements**

The HOME Recipient shall submit the following documentation to the Department:

- A. HCD-required Project Set-Up Report; and,
- B. Any other documents, certifications, or evidence deemed necessary by the State prior to Project Set-Up.

5. **Project Disbursement Requirements**

The HOME Recipient shall submit the following documentation to the Department prior to the disbursement of funds:

- A. HCD-required Project Drawdown Request Form;
- B. STD 204, Payee Data Record form (if necessary);
- C. Designated Payee letter (if necessary);
- D. Evidence of sufficient and eligible HOME match, if necessary for funding;

EXHIBIT B

- E. Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of project funds; and,
- F. For the final drawdown, a HOME Project Completion Report, if any funding sources and/or amounts have changed since the most recently-submitted Project Set-Up Report.

6. Project Completion Requirements

The HOME Recipient shall submit the following documentation to the Department for project completion:

- A. HCD-required final Project Set-Up and Completion Report; and,
- B. Any other documents, certifications, or evidence deemed necessary by the Department prior to project completion.

7. General Conditions of Disbursement

- A. The HOME Recipient shall spend or commit to a HOME project, by the end of a state fiscal year, all HOME Program Income and Recaptured Funds that were in the local HOME account as of the beginning of that fiscal year, before requesting HOME funds from the Department, to comply with 24 CFR Part 92.503(d). In addition, the HOME Recipient shall not request disbursement (drawdown request) of HOME program grant funds under this Agreement until the funds are needed for the reimbursement of eligible costs only. The amount of each request shall be limited to the amount needed for reimbursement of actual expenses for Work that has been completed. Work completed means FTHB escrow has closed, Tenant-Based Rental Assistance rent subsidies were paid, and/or Owner-Occupied Rehabilitation construction/rehabilitation costs are paid for Work completed and inspected.
- B. No later than 60 days after any final project drawdown request, the HOME Recipient shall provide a Project Completion Report to the Department. In the event that a Project Completion Report is not received by the Department within the 60-day period, the Department shall suspend further Project Set-Ups for the Contractor until the Project Completion Report is received by the Department and is accepted in the federal Integrated Disbursement and Information System (IDIS).
- C. In the event the Department determines funds were used for ineligible expenses, further Project Set-Ups and all disbursements may be withheld until the issue of the ineligible expenses is resolved to the satisfaction of the Department.

EXHIBIT D

HOME PROGRAM TERMS AND CONDITIONS

1. Effective Date and Commencement of Work

- A. This Agreement is effective upon approval by the Department representative's signature on page one of the fully-executed Standard Agreement, STD 213 (the "Effective Date").
- B. The HOME Recipient agrees that Work shall not commence, nor shall any costs to be paid with HOME funds be incurred or obligated by any party, prior to the execution of this Agreement by the Department, completion of all required environmental clearances, and compliance with all applicable conditions of this Agreement.

There are two exceptions to this requirement:

- 1) First, administrative expenses for eligible National Environmental Policy Act (NEPA) compliance work may be incurred prior to the execution of this Agreement.
- 2) Secondly, with HOME Program Manager or Section Chief prior written approval, other costs may also be incurred prior to the execution of this Agreement. Such costs may consist of procurement of administrative subcontractors, development of program guidelines, architectural, engineering and other professional services required to prepare plans, drawings, specifications, or work write-ups that are incurred not more than twenty-four (24) months prior to the project being set up in IDIS.
- C. The HOME Recipient agrees that the Work shall be completed by the date specified in Exhibit E, under provision of Section 3.A.

2. Sufficiency of Funds

- A. This Agreement is valid and enforceable only if sufficient funds are made available to the Department by the United States Government for the purposes of the HOME Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or state Legislature, promulgated in state or federal regulations or any state or federal statute, as now in effect and as may be amended from time to time which may affect the provisions, terms, or funding of this Agreement in any manner.

EXHIBIT D

- B. The parties to this Agreement mutually agree that if the Congress does not appropriate sufficient funds for the HOME Program, the Department, at its sole discretion, either may amend the Agreement to reflect any reduction in funds, or it may unilaterally cancel the Agreement with fourteen (14) days' written notice to the HOME Recipient.
- C. The Department may terminate this Agreement at any time for cause by giving fourteen (14) days' written notice to the HOME Recipient. Cause shall consist of any violation of the HOME requirements; any terms and/or special conditions of this Agreement; upon the request of HUD; unreasonably low rate of expenditure or, upon a reduction in, restriction on, or elimination of the Department's expenditure authority by any governmental authority.
- D. Unless otherwise approved by the Department in writing, upon termination or cancellation of this Agreement, the HOME Recipient shall complete all Work in progress and terminate any other activities that were to be paid for with HOME funds. Any unexpended funds received by the HOME Recipient shall be returned to the Department within fourteen (14) days of the Notice of Termination or Notice of Cancellation.

3. **Affordability**

- A. The HOME Recipient shall ensure all assisted homebuyer housing meets the minimum affordability period requirements as specified in 24 Code of Federal Regulations (hereinafter "CFR") Part 92.254 and State HOME Regulation 8206.1(b)(3), as applicable as shown below. The HOME funds for activities that do not meet these affordability requirements are subject to recapture by the Department.

Homebuyer Activities:

Amount of HOME Assistance Per Unit	Federal Minimum Period of Affordability (in Years)	State Minimum Period of Affordability (in Years)
More than \$40,000	15	15
\$15,000 to \$40,000	10	10
Under \$15,000	5	5

EXHIBIT D

B. **Maximum Per Unit Subsidy Amount and Subsidy Layering, as applicable**

In accordance with 24 CFR Part 92.250 and Section 8207 of the State HOME Regulations, the HOME Recipient shall demonstrate to the Department, in a format identified by the Department, that the amount of HOME funds invested on a per-unit basis shall not exceed the limits established by HUD federal standard that apply to the area where the housing is located, and that the HOME funds, in combination with other financing and assistance, are not more than is necessary to provide quality affordable housing that is financially viable for the required federal period of affordability in 24 CFR Part 92.252, and will not provide a profit or return on the owner's or developer's investment that exceeds permitted developer fee for that project pursuant to Department requirements. In addition, projects will be evaluated by the Department pursuant to the applicable requirements of 24 CFR Part 92.250(b) and Sections 8211, 8212, and 8212.2 of the State HOME regulations. The rental property acquisition price shall be determined through an appraisal and any applicable Department underwriting standards.

The HOME Recipient shall provide a formal certification concerning the governmental assistance provided or to be provided to a project. If no such governmental assistance is to be provided at the time of the application or in the future, the HOME Recipient shall certify to that fact. The HOME Recipient shall also certify that should other governmental assistance be sought in the future; the Department shall be promptly notified. Activities assisted under this Agreement are subject to the underwriting and subsidy layering requirements established by the Department for each activity pursuant to the most recently amended requirements of 24 CFR Parts 92.250 and 92.254.

C. **Income Determination**

Households assisted under this Agreement must meet the income determination requirements of 24 CFR Part 92.203, including but not limited to the requirement to examine at least two months' source documentation evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) when determining household income. In meeting these requirements, the income determination rules under 24 CFR Part 5 shall be used, including the Part 5 definition of income.

EXHIBIT D

4. **Litigation**

The HOME Recipient shall notify the Department *immediately* of any claim or action undertaken by or against it, which affects or may affect this Agreement, the project, or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

5. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time performance by the HOME Recipient of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions. All waivers by the Department must be in writing and signed by an authorized official thereof in order to be effective.

6. **HOME Recipient's Application for Funds**

- A. HOME Recipient has submitted to the Department an Application for funding under the HOME Program. The Department is entering into this Agreement based on, and in substantial reliance upon, HOME Recipient's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the Department in writing. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. HOME Recipient warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct and complete to the best of HOME Recipient's knowledge, both when made and at the time of its execution of this Agreement. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the HOME loans and grants or activities governed by this Agreement, then the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof. All representations and warranties of the HOME Recipient shall indefinitely survive the expiration or earlier termination of this Agreement.

EXHIBIT D

7. **Federal and State Laws and Regulations**

The HOME Recipient agrees to comply with all federal laws and regulations applicable to the HOME Program, including any federal Uniform Administrative Requirements of 24 CFR Part 200 and all applicable HUD rules and regulations (including, without limitation, the HOME Grant-Based Accounting Interim Rule dated December 2, 2016, and any final rule related thereto).

8. **Property Standards**

The HOME Recipient shall ensure that all housing units meet the property standards in 24 CFR Part 92.251.

Manufactured Housing

- 1) Construction of all manufactured housing including manufactured housing that replaces an existing substandard unit under the definition of "reconstruction" at 24 CFR Part 92.2 must meet the Manufactured Home Construction and Safety Standards codified at 24 CFR Part 3280. These standards preempt state and local codes, which are not identical to the federal standards for the new construction of manufactured housing. In addition, HOME funds provided to assist manufactured housing units must comply with other applicable state and local laws or codes.
- 2) All new manufactured housing and all manufactured housing that replaces an existing substandard unit under the definition of "reconstruction" must be on a permanent foundation that meets the requirements for foundation systems as set forth in 24 CFR Part 203.43(c)(i). All new manufactured housing and all manufactured housing that replaces an existing substandard unit under the definition of "reconstruction", must, at the time of project completion, be connected to permanent utility hook-ups and be located on land that is owned by the manufactured housing unit owner or land for which the manufactured housing owner has a lease for a period at least equal to the applicable period of affordability.
- 3) In HOME-funded rehabilitation of existing manufactured housing, the foundation and anchoring must meet all applicable state and local codes, ordinances, and requirements or as in the absence of local or state codes, the Model Manufactured Home Installation Standards at 24 CFR Part 3285. Manufactured housing that is rehabilitated using HOME funds must meet the property standards requirements for rental rehabilitation projects, as applicable. The Department or another qualified third party shall document this compliance in accordance with inspection procedures established pursuant to 24 CFR Part 92.251, as applicable.

EXHIBIT D

9. **Financial Accountability Standards**

The HOME Recipient shall comply with the financial accountability standards set forth in 2 CFR Part 200. The HOME Recipient shall confirm compliance by submitting to the Department any one of the following:

- A. A notarized statement by the HOME Recipient's Executive Director or Chief Financial Officer; or
- B. A certification from a certified public accountant; or
- C. A HUD-approved audit summary.

10. **Procurement Standards**

The HOME Recipient shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services, including but not limited to, architectural, engineering, surveying, consulting firms, title companies, or general contractors, that are to be provided under, or a part of, this Agreement, the HOME Recipient shall comply at a minimum with the procurement standards at 2 CFR Parts 200.317-326. The awarding of contracts shall also comply with the conflict of interest provisions of 24 CFR Part 92.356. In keeping with the aforementioned requirements, subcontractors who are hired by a HOME Recipient to perform specific administrative tasks and/or administer the local HOME program cannot also be the developers and/or owners of a HOME-assisted program or project unless approved in writing in advance by HUD.

11. **Written Agreements**

The HOME recipient shall enter into a written agreement that complies with the provisions of 24 CFR Part 92.504 with any other entity or individual to which it disburses HOME funds. This Agreement must be executed prior to providing the HOME funds.

All agreements, instruments and documents executed by or entered into by the HOME Recipient or the borrower, if the HOME Recipient is not the borrower, which materially affect the construction, refinancing, acquisition, operation, ownership, or maintenance of the project shall be subject to the written approval of the Department.

EXHIBIT D

12. **Project Requirements**

The HOME Recipient shall comply with 24 CFR Part 92, Subpart F as applicable, in accordance with the type of project assisted.

A. **Fees, as applicable**

Pursuant to 24 CFR Part 92.214, fees such as processing fees, inspection fees, or other fees related to the cost of administering HOME funds cannot be charged to low-income beneficiaries except such reasonable and customary fees that are expressly authorized by the Department pursuant to the requirements of this section.

Pursuant to 24 CFR Part 92.206 other staff and overhead costs directly related to carrying out the project, such as work specifications preparation, loan processing inspections, lead-based paint evaluations (visual assessments, inspections and risk assessments), and other services related to assisting potential owners, tenants and homebuyers cannot be charged to individual households. These costs may be charged to the project as Activity Delivery Costs for projects assisted with HOME funds or they may be charged as administrative and planning costs under 24 CFR Part 92.207, not to exceed the applicable limits specified in the NOFA. Project-related soft costs incurred in assisting households who do not become HOME beneficiaries are eligible administrative and planning costs under this Part.

B. **Providing Additional HOME Funds to a Project**

Housing may be re-assisted by the HOME Program in accordance with any of the following: upon expiration of applicable federal affordability period, or within the exception detailed under 24 CFR Part 92.214 (a)(6), or 24 CFR Part 92.502. Housing may also be re-assisted as permitted by federal waiver.

C. **Repayment of Funds**

If the HOME Recipient either:

- 1) does not complete a project by the date in Exhibit E, Section 3.A; or
- 2) before the date in Exhibit E, Section 3.A fails to expend any portion of the funds the Department awarded to it, pursuant to the requirements applicable to the award of HOME funds granted herein, then the HOME Recipient shall:

EXHIBIT D

- (a) repay to the Department any HOME funds disbursed on an incomplete rehabilitation project,
- (b) forfeit and have no further rights or claim to any other remaining herein-granted HOME award funds, and
- (c) consent to and facilitate as necessary the Department's use of all the foregoing referenced funds for any purpose, including as may be necessary to satisfy any Department obligation regarding repayment of those funds to the state's HOME Investment Trust Fund in accordance with 24 CFR Part 92.503(b).

For example, if a HOME Recipient receives a HOME grant of \$1,000,000, but has disbursed only \$500,000 by the expenditure deadline referenced in this Standard Agreement (Exhibit E, Section 3.A), and has timely completed the finished projects in a manner that satisfies all applicable requirements for the granted award funds, then only the remaining unused \$500,000 portion of funds must be disencumbered and/or returned to the Department.

However, in the situation where a HOME Recipient receives a HOME grant and the HOME Recipient has not completed a project by the expenditure deadline as stated in the Standard Agreement (Exhibit E, Section 2.A) in a manner that satisfies all applicable requirements, the amounts previously disbursed under this agreement for that project must be repaid to the Department.

13. Equal Opportunity Requirements and Responsibilities

A. **Executive Order 11063 (1962)**

This Order prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

B. **Executive Order 12892 (1994), as amended**

This Order requires federal agencies to affirmatively further fair housing in their programs and activities.

C. **The Architectural Barriers Act of 1968, as amended at 42 United States Code (hereinafter "U.S.C.") § 4151, et seq.**

EXHIBIT D

This Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons.

D. **Executive Order 12898, Environmental Justice (1994)**

This Order requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.

E. **Affirmative Marketing**

For homebuyer projects and rental projects having five (5) or more HOME-assisted units, the HOME Recipient shall adopt and follow affirmative marketing procedures that provide information, through the implementation of an outreach-marketing program, to attract all eligible persons in the area to the HOME housing without regard to race, color, national origin, sex, religion, familial status or disability. This affirmative marketing includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR Part 92.351.

These affirmative marketing procedures shall be approved by the Department in accordance with the requirements of 24 CFR Part 92.351. If the Department has permitted the project owner to limit tenant eligibility or to have a tenant preference in accordance with 24 CFR Part 92.253(d)(3), the affirmative marketing procedures must apply in the context of the limited/preferred tenant eligibility for the project, and the project must market widely in an effort to reach all persons in the market area who may qualify for the limited/preferred tenant eligibility.

F. **Tenant Protections and Selection**

- 1) Pursuant to 24 CFR Part 92.253, there must be a written lease between the tenant and the owner of rental housing assisted with HOME funds that is for a period of not less than one year, unless by mutual agreement between the tenant and the owner, a shorter period is specified.
- 2) The lease must not contain any of the prohibited lease terms in 24 CFR Part 92.253(b).

EXHIBIT D

- 3) Tenant leases may be terminated only pursuant to the terms of 24 CFR Part 92.253(c).
- 4) Preferences for special needs populations in HOME-assisted housing must be approved by the Department in accordance with the terms of 24 CFR Part 92.253(d)(3).

G. **Section 504 of the Rehabilitation Act of 1973 and the "504 Coordinator"**

The HOME Recipient agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8. For HOME Recipients with fifteen (15) or more permanent, full-or part-time employees, this includes but is not limited to, the designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator".

H. **The Civil Rights and Age Discrimination Acts Assurances**

During the performance of this Agreement, the HOME Recipient assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. § 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

I. **Section 3 Compliance under 24 CFR Part 75**

The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Pursuant to 24 CFR Part 75.3(a)(2):

- (i) *Section 3 projects* means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970

EXHIBIT D

(12 U.S.C. § 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 *et seq.*); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851 *et seq.*). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

- (ii) The Secretary must update the thresholds provided in paragraph (a)(2)(i) of this section not less than once every 5 years based on a national construction cost inflation factor through Federal Register notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through Federal Register notice, subject to public comment.
- (iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

1) **Definitions:**

Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

EXHIBIT D

Public housing financial assistance means assistance as defined in § 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u).

Section 3 business concern means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
 - (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
- (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in § 75.3(a)(2).

Section 3 worker means:

- (1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

EXHIBIT D

- (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - (ii) The worker is employed by a Section 3 business concern.
 - (iii) The worker is a YouthBuild participant.
- (2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
 - (3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§ 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. § 3226).

EXHIBIT D

2) Benchmarks

The current benchmarks for all projects that meet the criteria to be considered a Section 3 project is to the greatest extent possible 25% of all labor hours worked shall be performed by Section 3 eligible workers and at least 5% of the 25% be targeted section 3 eligible workers.

3) Requirements

(a) Employment and training.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

(b) Contracting.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

4) Reporting

(a) Reporting of labor hours.

EXHIBIT D

(1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

- (i) The total number of labor hours worked;
- (ii) The total number of labor hours worked by Section 3 workers; and
- (iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

EXHIBIT D

- (b) Additional reporting if Section 3 benchmarks are not met. If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

If the benchmarks are not met for Section 3 compliance, the Contractor must document their efforts to attract and employ workers that meet section 3 eligibility requirements. Below is a sample list of some of the actions a contractor could take to demonstrate their attempts. Documentation is required to support the actions.

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.
- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

EXHIBIT D

- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- (14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

J. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more.

All solicitations for bids and all construction contracts and subcontracts of \$10,000 or more issued by the HOME Recipient are required to include the following:

- 1) The Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246) The HOME Recipient furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts as required by Executive Order 11246;
- 2) The Standard Equal Opportunity Clause (41 CFR Part 60 - 1.4); and,
- 3) The Standard Equal Employment Opportunity Construction Contract Specifications (41 CFR Part 60 - 4.3).

K. Assurance of Compliance with the “Violence Against Women Reauthorization Act of 2013” (hereinafter “VAWA”) (S.47 - 113th Congress (2013-2014)) (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 CFR Part 80724.

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

EXHIBIT D

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.

14. **Environmental Review**

The HOME Recipient shall comply with the National Environmental Policy Act (NEPA) contained in 42 U.S.C. § 4321-4347 and the implementing regulations at 24 CFR Parts 50 and 58 as they both may be amended from time to time. No actions by any party (including the HOME Recipient, the developer, owner, or sponsor) shall be undertaken for any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives under 24 CFR Part 58.22 until HUD or the Department has issued an environmental clearance.

EXHIBIT D

The HOME Recipient understands and agrees that this Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Department of an approval of the request for release of funds and certification from HUD or the Department under 24 CFR Part 58. The provision of any funds to the project is expressly conditioned on the Department's determination to proceed with, modify or cancel the project based on the results of the environmental review.

15. **Labor Standards**

Provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701, et seq. (with implementing regulations at 29 CFR Part 5 and 29 CFR Part 1926), and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The HOME Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. § 874, et seq. and 40 U.S.C. § 276(c) with implementing regulations at 29 CFR Part 3). The HOME Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

16. **Prevailing Wage**

A. **Federal Requirements**

The federal Davis Bacon prevailing wage law does not apply in the following three programs: 1) First-Time Homebuyer Program; (2) Owner-Occupied Rehabilitation Program; and (3) Tenant-Based Rental Assistance Program.

The Work in this Agreement does not include any "First-time homebuyer projects, as defined in California Code of Regulations Title 25, Section 8201.

Consequently, there will be no contracts for new construction or rehabilitation projects with 12 or more HOME-assisted units that would trigger the federal Davis Bacon prevailing wage law.

B. **State Requirements**

State Prevailing law Requirements are not applicable pursuant to State Labor Code §1720(c)(5)(C), because assistance is provided to a household as either mortgage assistance, down-payment assistance, or for the rehabilitation of a single-family home.

EXHIBIT D

17. **Displacement, Relocation, and Acquisition**

The HOME Recipient shall comply with the federal displacement, relocation, and real property acquisition rules governing the HOME Program, which are contained in the Uniform Relocation Act, with implementing regulations at 49 CFR Part 24; and Section 104 (d) of the Housing and Community Development Act of 1974, as amended, with implementing regulation at 24 CFR Part 92, and applicable State HOME Regulations.

18. **Lead-Based Paint Hazards**

Assistance provided under this Agreement is subject to the Lead-Based Paint Poisoning Prevention Act and subsequent amendments; and to HUD Lead-Based Paint Regulations found at 24 CFR Part 35, et seq.

19. **Conflicts of Interest**

The HOME Recipient shall comply with the conflict of interest provisions in 24 CFR Part 92.504(c)(3)(v)(E) and 24 CFR Part 92.356(f) for the award of rental units; 24 CFR Part 92.356(b)-(e) for the award of contracts; and 24 CFR Part 92.356(f) for the award of homebuyer units. Section 24 CFR Part 92.356 prohibits, in part, that any employees, agents, consultants, officers or elected or appointed officials, "who exercise or have 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 an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter."

20. **Interest of Certain Federal Officials**

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be a party to this Agreement or receive any benefit hereunder.

21. **Certification Regarding Lobbying (Byrd Amendment)**

- A. The HOME Recipient shall require that the language of the certification be contained in subpart C below, included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

EXHIBIT D

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.
- C. "The undersigned certifies, to the best of his or her knowledge and belief, that:
- 1) No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - 2) If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions."

22. **Bonus or Commission Prohibition**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining Department approval of the application for such assistance, or Department approval of the applications for additional assistance, or any other approval or concurrence of the Department required under this Agreement, Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, or state regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

23. **Leverage and Matching Funds**

The HOME Recipient shall provide leverage and matching funds, in an amount not less than that specified in Exhibit A, Paragraph 6.B of this Agreement, if any.

HOME Investment Partnerships Program (HOME)

Program Activities

NOFA Date: 10/31/2019

Approval Date: 7/30/2021

Prep. Date: 08/27/2021

EXHIBIT D

24. **Contractors and Subcontractors - Department Requirements**

The Department reserves the right to review and approve any contracts or agreements executed by the HOME Recipient related to any HOME-assisted projects.

25. **Contractors and Subcontractors - Federal Requirements**

- A. As a condition of receipt of federal funds under this Agreement, the HOME Recipient and all its contractors and their subcontractors are required to provide the certification set forth below in Paragraph D and include this certification in their contracts.
- B. This certification is required by the federal government and contains terms defined in Executive Order 12549, a copy of which is available from the Department. For purposes of this Agreement:
 - 1) “prospective lower tier participant” refers to the HOME Recipient and any other party or person that shall receive funds from this Agreement, such as general contractors and their subcontractors;
 - 2) “lower tier transaction” refers to contracts let by the HOME Recipient or HOME Recipient’s contractors utilizing funds provided through this Agreement; and
 - 3) “this proposal” refers to the HOME Recipient’s HOME application and any bid or application from a prospective lower tier participant.
- C. By signing this Agreement, the HOME Recipient is providing the certification set forth below. The HOME Recipient shall provide immediate written notice to the Department if at any time the HOME Recipient learns that its certification was erroneous when submitted or has become erroneous.
- D. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
 - 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

EXHIBIT D

- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- E. By signing this Agreement, the HOME Recipient agrees that it shall not knowingly enter into any lower tier transaction with a person or entity that is proposed for debarment under 48 CFR 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
- F. By signing this Agreement, the HOME Recipient agrees that it shall include the above certification in all lower tier transactions to which it is a part; and it shall require that each of its contractors include the certification in their subcontracts.

26. **Faith-Based Activities**

The HOME Recipient shall comply with the requirements of 24 CFR Part 92.257 and 24 CFR Part 5.109, which provide, in part, that "Organizations that are directly funded under the HOME Program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part." HOME funds and activities must be separate in time and location from explicitly religious activities.

27. **Insurance**

- A. The HOME Recipient shall have and maintain in full force and effect during the term of this Agreement:
 - 1) Comprehensive general liability insurance in the amount of not less than one million dollars (\$1,000,000);
 - 2) Worker's compensation insurance; and,
 - 3) Other forms of insurance, at such levels, as may be determined by the HOME Recipient and the Department to be necessary for specific components of the Work listed in Exhibit E.
- B. The HOME Recipient agrees to furnish satisfactory evidence of the above listed insurance coverage to the Department prior to the commencement of any work and thereafter from time to time upon the Department's request. Insurance coverage shall not be canceled or changed unless written notice is sent to the Department thirty (30) days prior to the effective date of the action. The Department reserves the right to waive or modify these insurance coverage

EXHIBIT D

requirements upon demonstration of cause satisfactory to the Department, and contingent upon the HOME Recipient providing evidence of an alternative to conventional insurance sufficient to provide equivalent protection.

28. Records

- A. The HOME Recipient shall maintain necessary and sufficient recordkeeping for the program, project, financial, program administration, and federal requirement records specified in 24 CFR Part 92.508, for review and inspection by the Department.
- B. All records specified in 24 CFR Part 92.508 shall be retained for the time periods specified in section 30 below. These records include, but are not limited to, the following:
 - 1) a full description of each project assisted with HOME funds, including the location (address of each unit), form of HOME assistance, and the units or tenants assisted with HOME funds;
 - 2) the source and application of funds for each project, including supporting documentation in accordance with 24 CFR Part 85.20; and records to document the eligibility and permissibility of the project costs;
 - 3) records demonstrating that each project meets the minimum per-unit subsidy amount of 24 CFR Part 92.205(c), the maximum per-unit subsidy amount of 24 CFR Part 92.250(a), and the subsidy layering, and underwriting evaluation adopted in accordance with 24 CFR Part 92.250(b);
 - 4) records (e.g., inspection reports) demonstrating that each project meets the property standards of 24 CFR Part 92.251 at project completion;
 - 5) records demonstrating that each tenant-based rental assistance project meets the written tenant selection policies and criteria of 92.209(c), including any targeting requirements, the rent reasonableness requirements of 24 CFR Part 92.209(c), including any targeting requirements, the rent reasonableness requirements of 24 CFR Part 92.209(f), the maximum subsidy provisions of 24 CFR Part 92.209(h), property inspection reports and calculation of the HOME subsidy, and
 - 6) records (written agreements) demonstrating compliance with the written agreement requirements in 24 CFR Part 92.504.

EXHIBIT D

- C. If so, directed by the Department upon termination of this Agreement, the HOME Recipient shall cause all records, accounts, documentation and all other materials relevant to the Work to be delivered to the Department as depository.

29. **Reporting**

- A. The HOME Recipient shall submit to the Department, quarterly, a HOME “Quarterly Performance Report” and a HOME “Quarterly Program Income Statement Report” on forms provided by the Department. Unless otherwise waived in writing by the Department, such reporting shall commence after the first quarter in which the executed Agreement has been in effect for at least 30 days. Each report must be submitted by the end of the month following the end of each quarter.
- B. Upon project completion, and annually thereafter during the required period of affordability, the HOME Recipient shall submit on an annual basis to the Department all HOME monitoring documentation necessary to ensure that HOME Recipients are in continued compliance with federal and state regulations. Such documentation requirements and the annual submission deadline shall be provided by the Department.
- C. Pursuant to 24 CFR Part 92.504, the HOME Recipient of rental housing must annually collect from the project owner information on rents and occupancy of HOME-assisted units to demonstrate compliance with 24 CFR Part 92.252. If the rental housing project has floating HOME units, the owner must provide the HOME Recipient with information regarding unit substitution and filling vacancies so that the project remains in compliance with HOME rental occupancy requirements.
- D. Upon acceptance of the Project Completion Report in IDIS and throughout the affordability period, the HOME Recipient shall submit on July 1, and no later than July 31, an Annual Performance Report on a form provided by the Department.

30. **Remedies for Noncompliance and Sanctions**

The Department is not limited to specified remedies listed for non-compliance and sanctions in the HOME Development Agreement and Regulatory Agreement.

31. **Inspections**

- A. Before completing a project in IDIS, the Department or a qualified third party shall perform an onsite inspection of HOME-assisted housing to determine that all

EXHIBIT D

contracted work has been completed and that the project complies with the property standards of 24 CFR Part 92.251. During the period of affordability, the Department or a qualified third party shall perform onsite inspections of HOME-assisted rental housing to determine compliance with the property standards of 24 CFR Part 92.251 and to verify the information submitted by the owners in accordance with the requirements of 24 CFR Part 92.252. The inspections must be in accordance with the inspection procedures that the Department shall establish to meet the inspection requirements of 24 CFR Part 92.251. The onsite inspections must occur within twelve (12) months after project completion and at least once every three (3) years thereafter during the period of affordability.

- 1) If there are observed deficiencies for any of the inspectable items in the property standards established by the Department, in accordance with the inspection requirements of 24 CFR Part 92.251, a follow-up onsite inspection to verify that deficiencies are corrected shall occur within twelve (12) months. The Department may establish a list of non-hazardous deficiencies for which correction can be verified by third-party documentation (e.g., paid invoice for work order) rather than re-inspection. Health and safety deficiencies must be corrected immediately, in accordance with 24 CFR Part 92.251. The Department shall adopt a more frequent inspection schedule for properties that have been found to have health and safety deficiencies.
 - 2) The property owner must annually certify to the Department that each building and all HOME-assisted units in the project are suitable for occupancy, taking into account state and local health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property standards established by the Department to meet the requirements of 24 CFR Part 92.251.
 - 3) Inspections must be based on a statistically-valid sample of units appropriate for the size of the HOME-assisted project, as set forth by HUD through notice.
- B. The Department reserves the right to inspect the property at any time during the period of construction and throughout the period of affordability.
- C. During the period of affordability, the Department shall examine at least annually the financial condition of HOME-assisted rental projects with ten units or more to determine the continued financial viability of the housing and must take actions to correct problems, to the extent feasible.

EXHIBIT D

32. Project Site

Notwithstanding any provision in this Agreement, the parties hereto further agree and acknowledge that this Agreement does not constitute a commitment of funds or approval of a project site, and that such a commitment of funds or an approval of a project site may occur only upon satisfactory completion of environmental review and receipt by the HOME Recipient of a signed Authority to Use Grant Funds .

33. Security Documents and Lien Agreements

Prior to the initial disbursement of any HOME funds encumbered by this Agreement, the documents described in this paragraph shall be entered into, executed and, where appropriate, acknowledged and recorded. The documents described in subsections "A" through "E" shall be provided by the Department.

The HOME Recipient shall comply with, and fulfill its obligations under, all the applicable documents called for in this Agreement. Any breach or violation by the HOME Recipient or HOME Recipient's successor in interest of any provision of any of the required documents shall constitute a breach or violation of this Agreement and shall be subject to the remedies provided herein.

- A. HOME funds shall be disbursed in the form of loans except for funds disbursed
- B. for the purposes set forth in the Department HOME Regulations Section 8205(b)(2)(D), which shall be provided in the form of a grant. The HOME Recipient shall ensure that all loans made by the HOME Recipient are evidenced by a promissory note, the repayment of which is secured by a deed of trust to be recorded on the property being assisted, or by other security approved by the Department in writing. The HOME Recipient agrees that all said documents shall be executed and where appropriate recorded, prior to disbursement of funds to the project and shall contain the applicable minimum affordability period set forth in 24 CFR Part 92.252 and Section 8208 of the State HOME Regulations for rental housing or 24 CFR Part 92.254 for homeownership, as applicable. If the HOME-assisted rental housing does not meet the minimum affordability period, repayment of HOME funds to the Department is required. HOME-assisted rental housing must continue to meet the affordability requirements as specified therein, regardless of whether HOME funds are repaid.
- C. For owner-occupied housing projects, if HOME funds are to be disbursed prior to acquisition of lots or units by individual homeowners, the promissory note shall be executed by the HOME Recipient in favor of the Department and secured by a blanket deed of trust executed by the fee owner(s) of all lots upon which the project will take place. Said deed shall be recorded in the office of the county

EXHIBIT D

- recorder for the county in which the project will be located and shall have priority over other liens, encumbrances and other matters of record except as may be approved by the Department. At the time individual lots or units are sold to individual buyers, each individual owner-occupant borrower shall enter into a loan agreement setting forth the terms and conditions under which the loan of HOME funds is being made, including those provisions necessary to ensure either that the property being assisted with HOME funds remains affordable, or that HOME funds are recaptured upon sale of the property, as required by 24 CFR Part 92.254.
- D. For rental housing project loans, the promissory note shall be secured by a deed of trust and assignment of rents with power of sale, executed by the owner of the fee estate of the real property upon which the project shall be located naming the Department as beneficiary. If the HOME Recipient has been approved by the Department to receive repayment by Section 8206.1 of Title 25 of the California Code of Regulations, the HOME Recipient shall be designated as the lender and the beneficiary. If the project shall be on a leasehold, the promissory note shall also be secured by a deed of trust and assignment of rents with power of sale recorded in the county in which the project is located and each shall have priority over other liens, encumbrances and other matters of record except as may be approved by the Department.
- The HOME Recipient and the borrower, if the HOME Recipient is not the borrower, shall enter into a regulatory agreement with the Department governing the ownership, occupancy, management, maintenance and operation of the project for a period not less than the minimum period of affordability as required by 24 CFR Part 92.252(e). The regulatory agreement, or memorandum thereof, shall be recorded against the borrower's estate in the real property upon which the project is located and, if the borrower's estate is a leasehold, shall also be recorded against the fee estate. The recording shall be in the office of the county recorder for the county in which the project is located and shall constitute a lien on the property upon which the project is located running with the land which shall be binding on all successors in interest, assignees and transferees of the borrower.
- E. Where proceeds of the HOME loan will be used as construction financing, the HOME Recipient and the borrower, if the HOME Recipient is not also the borrower, shall enter into a development agreement with the Department governing the Work to be performed and the use and disbursement of the proceeds of the HOME loan.

EXHIBIT D

- F. The HOME Recipient and/or the borrower, if the HOME Recipient is not also the borrower, shall execute and enter into those additional agreements and documents as the Department may deem reasonable and/or necessary to meet the program requirements and the terms and conditions (including the Special Terms and Conditions set forth in Exhibit E) of this Agreement. Said additional agreements and documents shall be subject to the approval of the Department in its discretion and shall include, but not be limited to:
- 1) A construction contract with the approved general building contractor for the approved work;
 - 2) A Department-approved construction contract addendum with the general building contractor;
 - 3) If applicable, an agreement with a California-licensed architect for approved work;
 - 4) For rental housing projects, a property Management Plan as required by the regulatory agreement; and,
 - 5) Any lender documents required as a result of third-party financing for the project.

34. **Audit/Retention and Inspection of Records**

- A. The HOME Recipient agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The HOME Recipient agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Government Code Section 8546.7. The HOME Recipient further agrees to maintain such records for a period of five (5) years after the Department closes its HUD grant. NOTE: Record retention is based on the Department's grant from HUD and the date it is closed by HUD. Therefore, the HOME Recipient shall contact the Department for the specific record retention date for this Agreement.

EXHIBIT D

- B. The HOME Recipient also agrees to include in any contract that it enters into, in an amount exceeding \$10,000, a provision establishing the Department's right to audit the contractor's records and interview their employees. If the HOME Recipient provides HOME funds to for-profit owners or developers or other entity approved by the Department, the HOME Recipient must have a written agreement that includes a provision for meeting the fiscal and audit requirements of this Section. The HOME Recipient shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in California Public Contract Code Section 10115.10.
- C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed, and funds must be returned to the Department within sixty (60) days of discovery by the HOME Recipient unless the Department approves in writing an alternate plan.
- D. The determination by the Department of the eligibility of any expenditure shall be final.
- E. If requested by the Department pursuant to HOME regulation at Section 8216 of Title 25 of the California Code of Regulations, the HOME Recipient shall cause to be performed a financial audit by an independent certified public accountant.
- 1) The HOME Recipient shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for audit shall allow access by the Department to the independent auditor's working papers.
 - 2) The HOME Recipient shall submit one copy of all required audit reports to the Department within the earlier of 30 days after receipt of the auditor's report or nine months after the close of the required audit period unless a longer period is agreed to in advance by the Department, to:

Department of Housing and Community Development
Division of Financial Assistance
P.O. Box 952054
Sacramento, CA 94252-2050
ATTN: HOME Long-Term Monitoring
- F. Pursuant to 2 CFR Part 200 Sub-Part F, a HOME recipient who received in excess of \$750,000 in federal funds annually, shall cause to be performed an annual single or program-specific audit conducted for that year by the close of each fiscal year in which this Agreement is in effect, of the following:

EXHIBIT D

- 1) The financial statements and a schedule of federal awards and the auditor's report on the statements and the schedule;
 - 2) A written report of the independent auditor's understanding of the internal control structure and the assessment of control risk;
 - 3) The auditor's report on compliance; and,
 - 4) Other items as stipulated in 2 CFR Part 200 Sub-Part F.
- G. The audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in 2 CFR Part 200.
- H. The HOME Recipient shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for audit shall allow access by the Department to the independent auditor's working papers.
- I. The HOME Recipient shall submit three copies of all required audit reports to the State Controller's Office within the earlier of 30 days after receipt of the auditor's report, nine months after the end of the required audit period, unless a longer period, is agreed to in advance, to:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
3301 C Street, Suite 700
Sacramento, CA 95816

In addition, the HOME Recipient shall submit one copy of the audit report within the same time frame described in this paragraph to:

Federal Audit Clearinghouse
Bureau of the Census
1201 East Tenth Street
Jeffersonville, IN 47132

- J. The performance of this Agreement by the HOME Recipient shall be subject to examination and audit by the State Auditor pursuant to California Government Code Section 8546.7.

EXHIBIT D

- K. The HOME Recipient is responsible for the completion of any required audits and all costs of preparing audits.
- L. If there are audit findings, the HOME Recipient shall submit a detailed response acceptable to the Department for each audit finding.
- M. The HOME Recipient shall retain all books and records relevant to this Agreement for a minimum of five (5) years after the project completion as evidenced by the certificate of occupancy or submittal of the HUD-required Project Completion Report whichever is later; except that:
- 1) records of individual tenant income verifications, project rents inspections shall be retained for the most recent five (5) year period, until five years after the affordability terminates; and,
 - 2) records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter. The state, the Bureau of State Audits, and the Department and/or their representatives shall have unrestricted reasonable access to all locations, books and records for the purpose of monitoring, auditing or otherwise examining said locations, books and records, with or without prior notice.

35. **Signs**

During the construction period of a project, the Department may place, or require to be placed, signs on the property stating that the HOME Program is providing financing. The signs shall indicate in a typeface and size commensurate with its funding that the Department is a source of financing for the project, through the HOME Program.

36. **Special Conditions**

The HOME Recipient agrees to comply with all conditions of this Agreement including the Special Terms and Conditions set forth in Exhibit E, if applicable. These conditions shall be met to the satisfaction of the Department prior to Project Set-Up or disbursement of funds, as appropriate. The HOME Recipient shall ensure that all contractors and/or subcontractors are made aware of and agree to comply with all of the conditions of this Agreement and the applicable federal and state requirements governing the use of HOME funds. Failure to comply with these conditions may result in cancellation of this Agreement pursuant to the terms hereof.

EXHIBIT D

37. **Conditional Reservation of Funds**

Notwithstanding any provision in this Agreement, the parties hereto agree and acknowledge that this Agreement constitutes a conditional reservation of funds.

38. **Federal Property Management Standards**

The HOME Recipient shall comply with the HUD property Management standards.

39. **HOME Recipient Predevelopment Loan Funds**

- A. If HOME funds are provided to the HOME Recipient to finance the costs of obtaining construction loan commitments, architectural plans and specifications, zoning approvals, engineering studies, and legal fees, the HOME Recipient shall demonstrate, to the satisfaction of the Department, that it has, with regard to the project concerned, site control (evidenced by a deed, a sales contract, or an option contract to buy the property), a preliminary financial commitment, and a capable development team or a plan to hire a capable development team.
- B. Repayment of the HOME Recipient predevelopment loan will be made to the Department, or a HOME Recipient as approved by the Department, from construction loan proceeds or another project income. Such repayment may be waived by the Department, in whole or in part, if, in its sole discretion, the Department determines that there are impediments to the project development which are reasonably beyond the control of the HOME Recipient. The HOME Recipient may be required to enter into a predevelopment loan agreement prior to the disbursement of funds. This agreement will detail the use and repayment of funds, and other terms and conditions of the loan.

40. **Assignment of Agreement, Assignment of Loan Commitment**

- A. This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors and other representatives. This Agreement is not assignable, either in whole or in part, without the prior written approval of the Department, except that the HOME Recipient may assign the conditional commitment of funds represented by this Agreement, without further approval of the Department, to a California limited partnership in which the HOME Recipient is the sole managing general partner. Notwithstanding any such assignment, the HOME Recipient shall remain liable for the performance of its obligations under this Agreement.

EXHIBIT D

- B. This Agreement represents a conditional commitment of funds for accomplishment of the Work. This conditional commitment of funds shall not be assigned, in whole or in part, by the HOME Recipient or any other entity which, pursuant to the Application or the description of the Work, anticipates receiving any funds encumbered by this Agreement without the prior express written consent of the Department.
- C. If the HOME Recipient will be the owner during construction of the affordable housing project to be constructed using funds provided pursuant to this Agreement (i.e., the HOME Recipient will be acting as either an “owner” or a “sponsor”), as those all or any portion of this Agreement or the completed Project shall, at a minimum, be conditioned on the following:
- 1) The HOME Recipient is in compliance with this Agreement;
 - 2) The successor in interest to the HOME Recipient agrees to assume all obligations of the HOME Recipient pursuant to this Agreement and the HOME Program;
 - 3) The successor in interest demonstrates to the Department’s satisfaction that it has the capability to own and operate the Project in full compliance with all Program requirements; and,
 - 4) Any terms of the sale, transfer, or conveyance will not threaten the Department’s security or the successor in interest’s ability to comply with all Program requirements.
- D. If the HOME Recipient has or will have a contractual obligation to a property owner, or a lessee under a long-term leasehold, to obtain financing, rehabilitate, or construct an affordable housing project using funds provided under this Agreement (i.e., the HOME Recipient will be acting in the capacity of a “developer” as the term is defined by HUD), Department approval of an assignment of all or any portion of this Agreement including the conditional commitment of funds represented by this Agreement shall, at a minimum, be conditioned on the following:
- 1) The HOME Recipient is in compliance with this Agreement;
 - 2) The property owner or lessee demonstrates to the Department’s satisfaction that it has the capability to own and operate the Project in full compliance with all Program requirements;

EXHIBIT D

- 3) The property owner or lessee agrees to assume all obligations of the HOME Recipient pursuant to this Agreement and the HOME Program which pertain to the ownership and operation of the project, including, but not limited to, execution of security documents and lien agreements; and,
- 4) Any terms of the sale, transfer, or conveyance will not threaten the Department's security or the property owner's or lessee's ability to comply with all applicable HOME Program requirements.

41. **Local Account**

Unless the Department approves that the HOME Recipient will be retaining funds in a HOME Recipient's local account, matching funds and income resulting from the use of HOME funds (Program Income and Recaptured Funds) shall be forwarded to the Department for deposit to the state's local account. The use of all funds maintained in a local account must comply with 24 CFR Part 92.

42. **State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03)):**

- A. All contracts, except for state construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30) day cancellation clause and the following provisions:
 - 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 - 1) This contract is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 - 2) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

EXHIBIT D

- 3) The department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.
- A. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the state agency can certify in writing that Federal funds are available for the term of the contract.

California Government Code Section 8546.4(e) provides that state agencies receiving Federal funds shall be primarily responsible for arranging for Federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain Federally required financial and compliance audits.

43. **Pet Friendly Housing Act of 2017**

Health and Safety Code SEC. 2. Section 50466 require each housing development that is financed on or after January 1, 2018, pursuant to this division, to authorize a resident of the housing development to own or otherwise maintain one or more common household pets within the resident's dwelling unit, subject to applicable state laws and local government ordinances related to public health, animal control, and animal anticruelty.

44. **Other Federal Requirements**

In accordance with 24 CFR Part 92.350, the following additional federal requirements apply:

- A. The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 2 CFR Part 2429 are applicable to this Agreement.
- B. Homebuyer housing counseling is required by 24 CFR Part 92.254(a)(3), and shall be provided by only organizations and counselors certified by the Secretary under 24 CFR Part 214 to provide housing counseling, consistent with 12 U.S.C. 1701x.

EXHIBIT E

SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS

Federal Grant Identification

HUD Grant No: M19-SG060100

CFDA Number: 14.239

Date HUD Grant Agreement Signed: 10/23/2019

The following are specific terms and conditions (referred to as enumerated provision(s) for ease of reference in prior exhibits) and shall inform the references made to specific information not contained in prior exhibits.

1. **Provision Ex. A – E.1** (Scope of Work – As referred in Exhibit A, Section 2)

The Work shall consist of:

Type of HOME Activity	Awarded Activity Amount	Total HOME Units
First-Time Homebuyer Program	\$487,500	6
General Administration	\$12,500	N/A

For the purposes of performing the Work, the Department agrees to provide the amount shown in Exhibit E, Section 2 of this Agreement. In no instance shall the Department be liable for any costs for Work in excess of this amount, nor for any unauthorized or ineligible costs. The HOME Recipient agrees to administer this allocation in accordance with the provisions of 24 Code of Federal Regulations (hereinafter “CFR”) Part 92, and § 8200 through 8220 of Title 25 of the California Code of Regulations.

2. **Provision Ex. A – E.2** (Contract Amount – As referred in Exhibit A, Section 3)

As referenced in Exhibit A, the Agreement amount shall be expended as follows:

First-Time Homebuyer Program \$487,500

State Recipient HOME Administration \$12,500

3. **Provision Ex. A – E.3** (Scope of Work – As referred in Exhibit A, Section 2)

- A. All Program funds shall be expended by October 31, 2024 (see Exhibit A, Section 2)

HOME Investment Partnerships Program (HOME)

Program Activities

NOFA Date: 10/31/2019

Approval Date: 7/30/2021

Prep. Date: 08/27/2021

EXHIBIT E

- B. All Drawdown Requests shall be submitted by December 31, 2024 (see Exhibit A, Section 2)
- C. This Agreement shall expire on October 31, 2039 (see Exhibit A, Section 2)

No payments shall be made for drawdown requests received more than sixty (60) days after the expenditure deadline. Any funds not drawn shall be disencumbered.

4. **Special Terms and Conditions**

The following Special Conditions, if any, are applicable to this Standard Agreement and shall control, notwithstanding anything to the contrary herein:

HOME First-Time Homebuyer Loan Agreement Approval Requirement

The HOME Recipient's First-Time Homebuyer Loan Agreement must be approved in writing by the Department, as an additional General Setup Condition, before the HOME Recipient will be approved to operate its First-Time Homebuyer Program under this grant.



City of Grass Valley City Council Agenda Action Sheet

Title: Slate Creek Lift Station Pump Replacement Project - Equipment Purchase Authorizations

CEQA: Categorically Exempt - Section 15301 "Existing Facilities"

Recommendation: That Council 1) authorize an amendment to the purchase agreement of standardized Flygt equipment to increase the amount to \$217,341.69 and 2) authorize the City Engineer to purchase additional electrical equipment in the amount of \$199,300.00 from Advanced Integration and Controls for the Slate Creek Lift Station Pump Replacement Project

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

Council Meeting Date: 11/12/2025

Date Prepared: 11/6/2025

Agenda: Consent

Background Information: The Slate Creek Lift Station Pump Replacement Project involves upgrades and modernization work to the existing wastewater lift station; specifically, the demolition and replacement of the wet well, installation of new pumps, piping and valves, and electrical system upgrades.

The construction project was awarded to LaFleur Engineering, Inc. at the October 28, 2025 meeting. As detailed in the project specifications, City Staff planned to purchase the submersible pumps and the associated electrical and wiring equipment separately, in order to maintain a direct manufacturer's warranty and avoid contractor markups on the required equipment.

Previously, at the September 9, 2025 meeting, Council authorized the City Engineer to execute a purchase order with Xylem Water Solutions, USA Inc. in the amount of \$200,596.69 for Flygt submersible pumps and associated equipment. Xylem Water Solutions has now provided a revised quote in the amount of \$217,341.69 to include some additional items that were removed from the contracted project scope of work.

Flygt pumps have been authorized by Council as standardized, sole source equipment for the City's treatment plant and lift stations and Xylem Water Solutions who provides the Flygt pumps works solely with Advanced Integration and Controls (AIC) for the electrical components needed for the Flygt equipment. As such, the City needs to authorize a purchase order with AIC for all of the electrical components needed for the lift station upgrades. AIC has provided a quote in the amount of \$199,300.00 for the required electrical components, which Staff has reviewed and deemed reasonable.

Staff requests that Council amend the authorized purchase agreement with Flygt to a revised amount of \$217,341.69. Staff also requests that Council authorize the City Engineer to execute a purchase order with Advanced Integration and Controls in the amount of \$199,300.00 for the lift station electrical equipment.

Council Goals/Objectives: The Slate Creek Lift Station Pump Replacement Project executes portions of work tasks towards achieving/maintaining Strategic Plan Goal - Water & Wastewater Systems & Underground Infrastructure.

Fiscal Impact: The Slate Creek Lift Station Pump Replacement Project is fully funded in the FY 2025/2026 CIP Budget with Sewer Rate Program funds.

Funds Available: Yes

Account #: 510-406-66940

Reviewed by: ____ City Manager

Attachments: N/A



City of Grass Valley City Council Agenda Action Sheet

Title: Prefabricated Restroom Site Improvements Project - Authorization to Bid

CEQA: Categorically Exempt - Section 15301 “Existing Facilities”

Recommendation: That Council 1) approve the findings that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA); and 2) authorize the advertisement for bids.

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

Council Meeting Date: 11/12/2025

Date Prepared: 11/6/2025

Agenda: Consent

Background Information: In September 2024, the City executed a Memorandum of Understanding with the Grass Valley Downtown Association (GVDA) to collaborate on the construction of new public restrooms at the South Church St municipal parking lot. Additionally, as approved in the 2025/26 Capital Improvement Project Budget, two of the outdated public restrooms at Condon Park are proposed to be replaced with modern, accessible, prefabricated units.

Staff has prepared site improvement plans for the installation of the prefabricated restrooms which include existing restroom demolition, grading, underground utility installations, concrete sidewalk construction, and asphalt concrete paving. The project also includes microsurfacing and striping of the access roads, trails, and parking lots in Condon Park, along with the South Church Parking lot.

The site improvements associated with this project are exempt from environmental review pursuant to Section 15301 “Existing Facilities” of the CEQA Guidelines.

Copies of the plans and specifications for the Prefabricated Restroom Site Improvements Project are available for review in the Engineering Division office at City Hall. The total project cost is estimated at \$650,000.

The award of a construction contract is anticipated to occur in December 2025, with construction to follow in January 2026. Staff requests that Council authorize the bidding process for construction of this project.

Council Goals/Objectives: The Prefabricated Restroom Site Improvements Project executes portions of work tasks towards achieving/maintaining Strategic Plan Goal - Recreation & Parks.

Fiscal Impact: The purchase and installation of two park restrooms was fully funded in the FY 24/25 Capital Improvement Program Budget with Measure E and Special Project Funds. The associated pavement maintenance and striping work was budgeted as a separate project, also funded with Measure E funds.

Funds Available: Yes

Account #: 200-406-64140

Reviewed by: City Manager

Attachments: N/A



City of Grass Valley City Council Agenda Action Sheet

Title: Approval of modifications of Police Chief, Fire Chief, and Deputy City Manager I/II Employment Agreements

CEQA: Not a project

Recommendation: That Council 1) approve the amended and restated updated Police Chief and Fire Chief Employment Agreements to include educational and longevity incentive pays, deferred compensation benefits, retiree health provisions, and other related revisions, subject to legal review; 2) approve Amendment No. 1 to the Deputy City Manager I/II Employment Agreement increasing the deferred compensation amount, subject to legal review; 3) authorize the City Manager to execute the Agreements and Amendment subject to legal review; and 4) authorize the Finance Director to make any necessary budget transfers, adjustments and/or amendments to complete this action.

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 11/12/2025

Date Prepared: 11/04/2025

Agenda: Consent

Background Information: In an effort to retain and appropriately compensate the City's key executive leadership team – including the Police Chief, Fire Chief, and Deputy City Manager I/II – staff is proposing replacing or amending their existing employment agreements to maintain parity with comparable jurisdictions and ensure long-term organizational stability.

The Police Chief's amended and restated agreement is proposed to be updated to include potential educational pay, longevity pay, increased deferred compensation, and retiree health benefits. Similarly, the Fire Chief's amended and restated agreement is recommended for revision to add longevity pay, adjust the salary range to align with that of the Police Chief, include enhanced deferred compensation benefits, and establish retiree health benefits. The Deputy City Manager's agreement is proposed to be amended to increase the City's deferred compensation contribution up to a maximum of \$5,000 annually. See the attached agreements for specific details.

These adjustments are essential to keeping the City of Grass Valley's top management positions competitive with other agencies of similar size and complexity. The City's ability to retain experienced, high-performing department heads directly impacts the effectiveness, continuity, and institutional knowledge of City operations. Stable leadership in these critical areas – public safety and administration – ensures consistent service delivery, efficient management of resources, and effective implementation of City Council priorities.

For the Fire Chief and Police Chief, the proposed retiree health benefits are structured to reward and encourage long-term commitment to the City. To be eligible, the employee must retire in good standing with more than 20 years of service with the City of Grass Valley. To mitigate future financial impacts, staff recommends increasing the City's medical reserves by one million dollars from unallocated reserves. The interest generated from this reserve will be used to fund the retiree health benefit obligations, thereby creating a sustainable approach to managing these long-term commitments.

These proposed updates demonstrate the City's continued investment in its leadership team and its proactive approach to recruitment and retention of essential executive personnel who guide the organization and deliver high-quality public service to the community.

Council Goals/Objectives: This proposed action executes portions of the work tasks towards achieving / maintaining the Strategic Plan goal to maintain a Productive and Efficient Workforce.

Fiscal Impact: The cost differential savings realized through the underfilling of various management positions will offset the cost of the proposed contract adjustments for the Police Chief, Fire Chief, and Deputy City Manager I/II. Additionally, the proposed retiree health benefits for the Police Chief and Fire Chief are anticipated to have minimal long-term fiscal impact. By increasing the City's medical reserve by one million dollars from unallocated General Fund reserves, the interest earnings from this reserve will be sufficient to offset the projected future cost of the retiree health benefits, thereby maintaining a fiscally responsible and sustainable approach.

Funds Available: Yes

Account #: General Fund Account 100

Reviewed by: City Manager

Attachments:

- Amended and Restated Agreement for Police Chief
- Amended and Restated Agreement for Fire Chief
- Amendment No. 1 for Deputy City Manager Position I/II

FIRST AMENDED EMPLOYMENT AGREEMENT BETWEEN CITY OF GRASS VALLEY AND TAYLOR WHITTINGSLOW

This Fourth Amended Employment Agreement (“Agreement”) is effective as of the 28th day of October 2025 by and between the City of Grass Valley (“City”) and Taylor Whittingslow (“Deputy City Manager I/II” or “Employee”) (collectively, the “Parties”).

RECITALS

WHEREAS, the City and Employee entered into an Employment Agreement (the “Original Agreement”) for their service in the position of Deputy City Manager I/II effective 4/20/2025; and

WHEREAS, the City Council desires to provide the Employee with Deferred Compensation benefits in recognition of exemplary service to the City, and provide benefits to retain long-serving employees by increasing the deferred compensation amount from \$4,000 maximum to \$5,000 yearly; and

WHEREAS, parties may modify the Agreement upon mutual written agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the adequacy of which is hereby acknowledged by the PARTIES to be sufficient, the PARTIES agree as follows:

TERMS AND CONDITIONS

1. Remove Item 10. of the Employment Agreement Between the City of Grass Valley and Taylor Whittingslow and replace with the following:

10. Deferred Compensation

City will deposit to the Deputy City Manager I/II’s deferred compensation account via bi-weekly payroll a performance bonus contribution of up to \$5,000 annually.

In the event this agreement terminates or is not renewed, Deputy City Manager I/II shall be entitled to retain the amount of deferred compensation accumulated as of the date of termination or non-renewal.

After such time as Deputy City Manager I/II resigns or is terminated, City shall transfer ownership of any deferred amount on deposit in a deferred compensation plan to succeeding employers upon Deputy City Manager I/II’s written request.

2. All other terms, conditions, and provisions of the Original Agreement, First Amendment, Second Amendment, and Third Amendment to the extent not modified by this Agreement, shall remain in full force and effect.

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

CITY
City of Grass Valley

EMPLOYEE

By: _____
Tim Kiser
City Manager

By: _____
Taylor Whittingslow

Date: _____

Date: _____

Approved as to form:

By: _____
David Ruderman,
City Attorney

Date: _____

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF GRASS VALLEY
AND ALEX GAMMELGARD
Police Chief**

RECITALS

WHEREAS, the City of Grass Valley (hereafter, the “City”) and Alex Gammelgard (hereafter, “Police Chief” or “Employee”) entered into an employment agreement on December 18, 2018 for services as Police Chief (the “2018 Agreement”); and

WHEREAS, the 2018 Agreement was amended four times, on June 27, 2021, June 26, 2022, June 25, 2023, and October 8, 2024; and

WHEREAS, the parties desire to enter into an amended and restated agreement (hereafter, this “Agreement”); and

WHEREAS, this Agreements shall supersede the 2018 Agreement and all amendments to the 2018 Agreement.

Accordingly, the parties agree as follows:

1. Effective Date

This Agreement shall become effective when it has been executed by Alex Gammelgard and the City Manager has executed it.

2. Term of Employment

Police Chief shall serve at the pleasure of the City Manager and on an “at will” basis during the term of this Agreement, subject to the terms and provisions of this Agreement as set forth below.

3. Duties; Hours of Work

A. Police Chief shall perform those functions and duties as specified in the Grass Valley Municipal Code, the Police Chief job classification, and by direction of the City Manager. Police Chief shall perform such duties in accordance with the highest professional and ethical standards of the Police Chief position. Police Chief shall not engage in any activity that is, or which may become, incompatible with the City of Grass Valley, as provided by federal, state, and local law. During the term of this Agreement, Police Chief shall be exclusively employed by the City, unless prior written authorization otherwise is received from the City Manager.

B. Police Chief shall maintain a regular work schedule consistent with that approved for other-Directors of the City. Police Chief’s duties may involve expenditures in time in excess of eight (8) hours per day and/or forty (40) hours per week and may also include time outside normal office hours such as attendance at City Council and Commission meetings. The

Police Chief position is FLSA-exempt and Police Chief shall not be entitled to overtime or any other additional compensation for this time.

4. Compensation

A. Police Chief shall receive an annual base salary of \$228,883.20 (“Base Salary Rate”), payable in equal bi-weekly payments to be made at the same time as other employees are paid.

B. Police Chief’s compensation shall be reviewed with the City Manager at least annually in connection with the annual review or at any other times as may be determined by the City Manager. Compensation may be increased as determined by the City Manager within the salary range (Compensation and Benefits - Appendix 1) for the Police Chief position.

C. Salary may be reduced in the event Police Chief receives an unsatisfactory evaluation, either at the annual evaluation or at any additional evaluation completed by the City Manager. Compensation may be reduced as determined by the City Manager within the salary range (Compensation and Benefits - Appendix I) for the Police Chief.

D. As consideration for the annual opportunity to be considered for increased compensation pursuant to paragraph 4.B above, Employee specifically waives any right to a 4/5 vote of the City Council prior to removal from his or her position, as may be provided under City Charter Article IX, Section 2. Employee acknowledges that the City Manager is the appointing authority and may remove Employee from the Police Chief position without action of the City Council.

E. Educational Incentives.

If Employee receives the Executive Certificate through the Peace Officer Standards and Training Commission (“POST”), the City will provide Employee with a three and one half percent (3.5%) increase over his Base Salary, as an educational incentive, the first pay period following the day Employee provides the POST Executive Certificate to the City.

If Employee receives the Management Certificate through POST, the City will provide Employee with a two and one half percent (2.5%) increase over his Base Salary, as an educational incentive, the first pay period following the day Employee provides the Management Certificate to the City.

If Employee receives both the Executive and Management Certificate, Employee shall be compensated for both certificates up to a total of a six percent (6%) increase over Base Salary.

F. Longevity

Employee shall receive longevity pay as follows:

Upon completion of ten (10) continuous years of service with City, Employee shall receive an additional two and one-half percent (2.5%) over their Base Salary.

Upon completion of twenty (20) continuous years of service with City, Employee shall receive an additional two and one-half percent (2.5%) over their Base Salary.

5. Health Insurance

The City shall pay the full premium for health insurance for the Police Chief, including his spouse and/or dependents, for health coverage (medical, dental, and vision) benefit options as provided to other employees.

Employee may elect not to receive health coverage from the City. Employees waiving medical insurance coverage shall receive two hundred fifty dollars (\$250) per month less the costs of any elected dental or vision insurance per month. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due Employees for waiving medical insurance coverage shall be paid in a lump sum once per month and shall be considered taxable compensation; however, such compensation is not PERSable.

6. Personal Leave

Police Chief shall receive Personal Leave benefits equal to those of Department Heads, as set forth in the "Compensation and Benefits - Appendix 1". Police Chief may convert up to 160 hours of accrued Personal Leave to salary compensation once each Calendar Year pursuant to "Compensation and Benefits - Appendix 1," upon City Manager's prior approval, and consistent with Internal Revenue Service rules governing constructive receipt. Vacation and/or Annual Leave time cashed out pursuant to this provision shall be subtracted from the accumulated Vacation and/or Annual Leave balances when paid

7. Other Leaves and Benefits

City shall afford Employee such other benefits as are provided to other management employees of the City on the same terms as provided to those employees except as otherwise expressly provided herein.

8. Professional Memberships & Meetings; Other Expenses

City recognizes that certain expenses of a non-personal and job-related nature may be incurred by Employee. City agrees to reimburse Employee for reasonable expenses which are authorized by the City budget, approved of in advance by the City Manager, and which are supported by expense receipts, statements, or personal affidavits, and audited in like manner as other demands against the City.

9. Retirement

Employees designated as local public safety (Police) "classic" employees by the City are currently provided retirement benefits under the Public Employee's Retirement System's Local Safety (Police) 3% at age 50 formula with a 9% employee contribution. Employees are also provided retirement benefits under Social Security.

"Classic" public safety (Police) designated employees will pay a pre-tax contribution for retirement for the employee share under CalPERS retirement plan of 9%. The employee shall pay the full amount of the employee's contribution rate to Social Security.

Employees designated as local public safety (Fire) “classic” employees by the City are provided retirement benefits under the Public Employees Retirement System’s (PERS) Local Public Safety (Fire) 3% at 55 formula. Employees are also provided retirement benefits under Social Security.

“Classic” public safety (Fire) designated employees will pay a pre-tax contribution for retirement for the employee share under CalPERS retirement plan of 9%. The employee shall pay the full amount of the employee’s contribution rate to Social Security.

New public safety employees hired after January 1, 2013 or “Non Classic” public safety (Fire or Police) designated employees, upon placement in a full-time employment status shall have the PERS 2.7% @ 57 formula, as provided by the terms of the contract in effect between the City and PERS. The employee contribution rate shall be 50 percent of the “normal cost” rounded to the nearest quarter of 1 percent, as determined by PERS.

Miscellaneous employees who are considered “classic” members by PERS will be responsible for paying the full employee contribution to the California Employees Retirement System, which is currently 8%. Miscellaneous employees who are considered “new” members by PERS will be responsible for paying 50 percent of the “normal cost” pursuant to the Pension Reform Act of 2013. The Employee shall pay the full amount of the Employee’s contribution rate to Social Security.

10. Deferred Compensation

The City will deposit to Police Chief’s deferred compensation account via bi-weekly payroll a contribution of \$10,000 annually.

In the event this agreement terminates or is not renewed, Police Chief shall be entitled to retain only the amount of deferred compensation accumulated as of the date of termination or non-renewal.

After such time as Police Chief resigns or is terminated, City shall transfer ownership of any deferred amount on deposit in a deferred compensation plan to succeeding employers upon Police Chief’s written request.

11. Annual Performance Evaluation

The City Manager and/or their designee shall evaluate Police Chief’s performance at least once annually. The City Manager and Police Chief shall annually develop mutually agreeable performance goals and criteria which the City Manager shall use in reviewing Police Chief’s performance in the following year. It shall be Police Chief’s responsibility to initiate this review each year.

12. Indemnification

City shall defend, hold harmless and indemnify Police Chief against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Police Chief’s employment to the extent required by Government Code Sections 825 and 995.

Notwithstanding anything to the contrary in this section, pursuant to Government Code Section 53243.1, if the City provides funds for the legal criminal defense of Employee, any funds provided for that purpose shall be fully reimbursed by Employee to the City if Employee is convicted of a crime involving an abuse of office or position. Employee recognizes that City shall have the right to compromise and settle all actions or proceedings in which City is providing Employee a defense, even if Employee objects to such compromise or settlement.

13. Other Terms and Conditions of Employment

A. The City Manager and City Council may from time to time fix other terms and conditions of employment relating to the performance of Police Chief, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Grass Valley Charter or Municipal Code, or other applicable law.

B. The provisions of the City's Civil Service Rules and Regulations ("Rules") shall apply to Police Chief to the extent they explicitly apply to the position of Police Chief, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, however, no provision of the Rules or this Agreement shall confer upon Police Chief a property right in his or her employment. Police Chief is not a member of the competitive/ classified service and is an "at will" employee serving at the pleasure of the City Manager and may be dismissed at any time, subject only to the provisions of this Agreement and California Government Code section 3304, subd. (c). The provisions of Article IX, Section 2, requiring a 4/5 vote of the City Council to remove a Department Head do not apply to this Agreement and are specifically waived by Employee as provided in Section 4(D) of this Agreement. Notwithstanding any other provision of this Agreement, Police Chief shall not violate any policy prohibiting discrimination, harassment, retaliation, workplace violence, or other similar misconduct as set forth in the Rules and in federal, state law, and local law.

C. Police Chief shall be exempt from paid overtime compensation.

14. Termination

A. Police Chief is not part of the competitive (classified) service and therefore is an "at will" employee.

B. If Police Chief is terminated by the City Manager without cause, or for the purpose of implementing the goals or policies, or both, of the City or City Manager, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, Police Chief after termination will be entitled to up to six months of severance pay at Police Chief's Base Salary Rate plus payment in a lump sum of the following: 1) 100% of any accrued, but unused Personal Leave and vacation leave, if any; and 2) 50% of the value of unused sick leave, if applicable, to the extent not used for PERS Service Credit, if any. Police Chief shall be entitled to severance pay under this subsection only upon execution of a claim waiver, release of liability, and waiver of his right to notice and appeal as set forth in Section 14.C. below and under California Government Code section 3304, subd. (c). Severance pay, if any, shall be paid monthly until Employee is gainfully

employed or the 6-month limit has been reached, whichever is less. Employee shall provide notification of gainful employment to City immediately upon commencing such employment if such employment commences within six months of Employee's termination from City. Notwithstanding anything to the contrary in this subsection, pursuant to Government Code Section 53243.2, if the Agreement is terminated, any cash settlement related to the termination that Employee may receive from City shall be fully reimbursed to City if Employee is convicted of a crime involving an abuse of his or her office or position.

C. If Police Chief is terminated by the City Manager for cause, Police Chief is not entitled to any severance pay whether or not advance notice of termination is provided; however, payment for accrued, unused Personal Leave, sick leave and/or vacation leave, if applicable, shall be paid as provided in sub-paragraph B above. In accordance with California Government Code section 3304, subd. (c), the City Manager may terminate this Agreement through written notice of the cause of termination and an opportunity for administrative appeal. For purposes of this Agreement, the term "for cause" shall include, but is not limited to, any of the following:

- (a) use of alcohol or drugs that impedes performance of duties;
- (b) conviction of a felony or misdemeanor involving moral turpitude (a plea or verdict of guilty or a conviction following a plea of nolo contendere is deemed a conviction for this purpose);
- (c) a proven claim of either sexual harassment or abuse of employees in violation of law or adopted City policy;
- (d) failure to maintain licenses and professional certifications required of the Police Chief by the job description;
- (e) willful and repeated failure to carry out the lawful directives or policy decisions of the City Manager or City Council; or
- (f) willful abandonment of the position or continued and unexcused absence from duty.

D. Police Chief may voluntarily terminate his employment, by resignation or retirement or some other similar manner, upon at least one-month notice, or a lesser amount of time agreed-to in writing by the City Manager. In this circumstance, City shall have no further obligation to provide payments and benefits, including Police Chief severance pay, upon the effective date of termination of employment, other than payment of accrued Personal Leave or other payments required by law.

E. In the event an Employee dies while employed by the City, his/her beneficiary or those entitled to his/her estate shall be paid for any earned salary and any in lieu payments for personal leave and any banked vacation or sick leave at the rates established in this Agreement to which the Employee is entitled as of the final day on City payroll. City may request appropriate documentation to ensure such persons are beneficiaries or otherwise entitled to participate in Employee's estate.

15. Compliance With Law

This Agreement is subject to all applicable provisions of federal, state, and local laws, including the Grass Valley Municipal Code, except for the application of specific provisions of the City Charter which are waived as set forth herein.

16. General Provisions

- A. This Agreement constitutes the entire agreement between the parties. City and Police Chief hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement.
- B. If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.
- C. Any notice to City pursuant to this Agreement shall be given in writing, either by personal service or by registered or certified mail, postage prepaid, addressed as follows:

Tim Kiser, City Manager
 City of Grass Valley
 125 East Main Street
 Grass Valley, CA 95945

With courtesy copy to:

David J. Ruderman, City Attorney
 Colantuono, Highsmith & Whatley, PC
 420 Sierra College Drive, Suite 140
 Grass Valley, CA 95945

Any notice to Police Chief shall be given in a like manner, and, if mailed, shall be addressed to Police Chief at the address shown in City's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given (a) on the date of delivery, if served personally, or (b) on the second (2nd) calendar day after mailing, if mailed.

- D. Venue for any disputes arising from or relating to this Agreement shall lie in the Superior Court for the County of Nevada, California. If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party in that action shall be entitled to reasonable and actual attorneys' fees and costs with respect to the prosecution or defense of the action.
- E. A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver and either party shall be free to enforce any term or condition of this Agreement with or without notice to the other notwithstanding any prior waiver of that term or condition.

17. Amendments

This represents the entire agreement between the parties. Amendments to this agreement may be made at such times as approved by the City Manager and Police Chief and shall be in writing.

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

Dated: _____

Tim Kiser, City Manager
“CITY”

Dated: _____

Alexander Gammelgard, Police Chief
“EMPLOYEE”

Approved as to form:

Dated: _____

David J. Ruderman, City Attorney

Appendix 1 - Compensation and Benefits

Life Insurance and Long-Term Disability, EAP, Retiree Health Plan, other Benefits, and Special Provisions

A. EMPLOYEE CONTRIBUTIONS

Employee contributions towards health benefits are on a pre-tax basis and subject to IRS rules.

B. LIFE INSURANCE

The City shall provide term Life insurance benefits for the Employee, without cost to the Employee, of 1.5 times their annual salary up to two hundred thousand dollars (\$200,000) for the Employee, five thousand dollars (\$5,000) for the Employee's spouse and fifteen hundred dollars (\$1,500) for eligible dependent children without cost to the employee.

C. SHORT TERM/LONG TERM DISABILITY INSURANCE

Short Term – There is no short-term disability coverage however employee may elect to pay into State Disability Insurance (SDI) at no cost to the City, or they may use any leave bank to cover short term disability exceeding 10 workdays and with a doctor's note.

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

D. EMPLOYEE ASSISTANCE PROGRAM

The City has an established Employee Assistance Program. This program provides confidential counseling help for employees and their families. The Employee Assistance program provides for up to 3 visits.

E. RETIREE HEALTH PLAN BENEFIT

Employees who become subject to this Plan, who retire from the City with less than 20 years of City of Grass Valley continuous service in good standing, who have at least ten years of Grass Valley continuous service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$500 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

Appendix 1 - Compensation and Benefits

If the Employee so desires, his/her spouse may be added at the additional cost difference of the Employee plus one and the Employee pays the difference. If the Employee retiree selects a health plan that costs less than the City's contribution, they will not be eligible to receive the cash difference. All premium contributions must be received one month in advance and it is the responsibility of the Employee retiree to ensure that the City receives payment. Failure to pay the retiree's contribution in a timely manner (i.e., within 30 days of due date) will result in the loss of the benefit.

Upon retirement from the City of Grass Valley with twenty (20) or more years of continuous service, the Employee shall be eligible to retain medical, dental, and vision benefits equivalent to those provided to active employees, up to the Employee or Employee plus one (Employee +1) level of coverage under the City's health plan. The City shall pay the statutory administrative fee required for CalPERS medical coverage and shall pay one hundred percent (100%) of the premium cost for the Employee or Employee +1, under either a CalPERS or non-CalPERS medical insurance plan, up to an amount not to exceed the cost of the highest CalPERS HMO plan offered by the City to active employees within Nevada County. Should the Employee elect coverage under a higher-cost plan, such as a CalPERS PPO or other plan, the Employee shall be responsible for any premium cost difference. The City's contribution shall not exceed the actual cost of a non-CalPERS plan or one hundred percent (100%) of the highest CalPERS HMO plan available to active employees, whichever is less. The Employee's spouse or domestic partner shall be eligible for continued coverage as a surviving dependent until becoming eligible for Medicare. Upon the Employee's eligibility for Medicare, the City shall reimburse the Employee for the cost of the highest CalPERS supplemental medical premium for employee-only coverage.

Employees waiving health care coverage shall receive two hundred fifty dollars (\$250) per month less the cost of any elected dental or vision insurance per month until eligible for Medicare or is hired and has healthcare coverage available from the new employment. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due Employees for waiving medical insurance coverage shall be paid in a lump sum per month.

Personal Leave

The purpose of Personal Leave is to provide Employees the ability to accrue time for vacation, sick leave and personal leave situations.

Employees shall accrue Personal Leave hours at a rate of no less than 256 hours and no more than 328 hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.

No Employee may carry a balance of more than 520 hours of their Personal Leave. Employees who have accumulated 520 hours of Personal Leave will accrue no further Personal Leave until they have used Personal Leave in an amount sufficient to bring their accumulated Personal Leave balance below 520 hours. Employees may convert up to 160 hours of accrued Personal Leave to salary compensation once each year. Personal Leave conversion of a maximum of 160 hours to salary must

Appendix 1 - Compensation and Benefits

be submitted by December 20th of each year. 100% of Personal Leave hours in excess of the maximum accrual amount may be converted to banked PERS service credit in accordance with CalPERS regulations.

Employees who become subject to this Plan after July 1, 2011, must convert all accumulated Vacation Leave, Sick Leave to "Personal Leave". Those hours of Sick Leave or Vacation Leave combined in excess of 520 hours will be placed in a Sick Leave and Vacation Leave bank account to be utilized by the Employee, or paid out upon separation from service as set forth herein, or converted to banked PERS service credit in accordance with CalPERS regulations. Upon separation from service, the City shall pay employee a one-time lump sum calculated on Fifty (50%) Percent of the employee's banked unused Sick Leave and one hundred (100%) percent of the employee's banked Vacation Leave. (For example, if an employee is compensated for 450 hours of sick leave at the 50% rate, the uncompensated 225 hours would go to PERS service credit as allowed by PERS.)

Employees will accrue Personal Leave time at the following rates:

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

After 2 plus years of city service, credit for prior public service may be included for purposes of calculating annual time subject to the City Manager approval. Prior public service shall be similar in nature to the duties being performed by the Employee for City to be eligible for this benefit.

Certifications

The City shall pay the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City of Grass Valley or any governmental agency to obtain and maintain as a condition of employment.

Holidays

Employees are entitled to 12 paid holidays as listed below.
 Recognized Holidays shall include:

New Year's Eve
 Presidents Day
 Martin Luther King Day
 Memorial Day
 July 4th
 Labor Day

New Year's Day
 Veterans Day
 Thanksgiving Day
 The Day After Thanksgiving
 Christmas Eve
 Christmas Day

Appendix 1 - Compensation and Benefits

A paid holiday is equivalent to eight hours, for a total of 96 hours per year. Holiday hours are accrued outside of Personal Leave, must be used within the calendar year accrued. Unused holiday hours may not be carried over into any subsequent calendar year or "cashed out."

Special Provisions

A. PUBLIC SAFETY ALLOWANCE

The Police Chief, and Fire Chief shall be provided a uniform and cleaning allowance. The amount of the benefit will be the same as established under Unit 6 for the Police Chief and under Unit 8 for the Fire Chief.

The Police Chief shall receive an annual stipend of \$1,000 for attending community events.

B. VEHICLE ALLOWANCE

The Police Chief, and Fire Chief shall be provided a vehicle. Other Employees may be granted a car allowance subject to the City Manager's approval and in accordance with City adopted policies. Employees will have access to City "Pool" vehicles for conducting City business or will be eligible for mileage reimbursement for personal vehicle use when conducting City business in accordance with City adopted policies.

C. TRAINING/MEMBERSHIPS

Employees shall be entitled to training, travel, workshops, and professional memberships, for the purpose of personal growth and enrichment subject to the annual amounts budgeted each year in the respective department for this purpose. City agrees to reimburse Employee for reasonable expenses for training, travel, workshops and professional memberships which have been authorized by the City Budget and approved in advance by the City Manager. Employee must submit expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

D. PUBLIC EMPLOYEES RETIREMENT SYSTEM

All Employees will be members of the California Public Employees Retirement System as provided by the terms of the contracts between the City of Grass Valley and the California Public Employees Retirement System.

Appendix 1 - Compensation and Benefits

Salary Schedule

<i>Position</i>	<i>Annual Salary</i>		
	<i>Min</i>	<i>Mid</i>	<i>Max</i>
Fire Chief	\$ 152,149.54	\$ 185,317.09	\$ 228,883.20
Police Chief	\$ 159,478.26	\$ 194,180.73	\$ 228,883.20

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF GRASS VALLEY
AND MARK BUTTRON
Fire Chief**

RECITALS

WHEREAS, the City of Grass Valley (hereafter, the “City”) and Mark Buttron (hereafter, “Fire Chief” or “Employee”) entered into an employment agreement on December 18, 2018 for services as Fire Chief (the “2018 Agreement”); and

WHEREAS, the 2018 Agreement was amended four times, on June 27, 2021, June 26, 2022, June 25, 2023, and October 8, 2024; and

WHEREAS, the parties desire to enter into an amended and restated agreement (hereafter, this “Agreement”); and

WHEREAS, this Agreements shall supersede the 2018 Agreement and all amendments to the 2018 Agreement.

Accordingly, the parties agree as follows:

1. Effective Date

This Agreement shall become effective when it has been executed by Mark Buttron and the City Manager has executed it.

2. Term of Employment

Fire Chief shall serve at the pleasure of the City Manager and on an “at will” basis during the term of this Agreement, subject to the terms and provisions of this Agreement as set forth below.

3. Duties; Hours of Work

A. Fire Chief shall perform those functions and duties as specified in the Grass Valley Municipal Code, the Fire Chief job classification, and by direction of the City Manager. Fire Chief shall perform such duties in accordance with the highest professional and ethical standards of the Fire Chief position. Fire Chief shall not engage in any activity that is, or which may become, incompatible with the City of Grass Valley, as provided by federal, state, and local law. During the term of this Agreement, Fire Chief shall be exclusively employed by the City, unless prior written authorization otherwise is received from the City Manager.

B. Fire Chief shall maintain a regular work schedule consistent with that approved for other-Directors of the City. Fire Chief’s duties may involve expenditures in time in excess of eight (8) hours per day and/or forty (40) hours per week and may also include time outside normal office hours such as attendance at City Council and Commission meetings. The Fire

Chief position is FLSA-exempt and Fire Chief shall not be entitled to overtime or any other additional compensation for this time.

4. Compensation

A. Fire Chief shall receive an annual base salary of \$218,483.20 (“Base Salary Rate”), payable in equal bi-weekly payments to be made at the same time as other employees are paid.

B. Fire Chief’s compensation shall be reviewed with the City Manager at least annually in connection with the annual review or at any other times as may be determined by the City Manager. Compensation may be increased as determined by the City Manager within the salary range (Compensation and Benefits - Appendix 1) for the Fire Chief position.

C. Salary may be reduced in the event Fire Chief receives an unsatisfactory evaluation, either at the annual evaluation or at any additional evaluation completed by the City Manager. Compensation may be reduced as determined by the City Manager within the salary range (Compensation and Benefits - Appendix I) for the Fire Chief.

D. As consideration for the annual opportunity to be considered for increased compensation pursuant to paragraph 4.B above, Employee specifically waives any right to a 4/5 vote of the City Council prior to removal from his or her position, as may be provided under City Charter Article IX, Section 2. Employee acknowledges that the City Manager is the appointing authority and may remove Employee from the Fire Chief position without action of the City Council.

E. Longevity

Employee shall receive longevity pay as follows:

Upon completion of ten (10) years of service with City, Employee shall receive an additional two and one-half percent (2.5%) over their Base Salary.

Upon completion of twenty (20) years of service with City, Employee shall receive an additional two and one-half percent (2.5%) over their Base Salary.

5. Health Insurance

The City shall pay the full premium for health insurance for the Fire Chief, including his spouse and/or dependents, for health coverage (medical, dental, and vision) benefit options as provided to other employees.

Employee may elect not to receive health coverage from the City. Employees waiving medical insurance coverage shall receive two hundred fifty dollars (\$250) per month less the costs of any elected dental or vision insurance per month. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due Employees for waiving medical insurance coverage shall be paid in a lump sum once per month and shall be considered taxable compensation; however, such compensation is not PERSable.

6. Personal Leave

Fire Chief shall receive Personal Leave benefits equal to those of Department Heads, as set forth in the “Compensation and Benefits - Appendix 1”. Fire Chief may convert up to 160 hours of accrued Personal Leave to salary compensation once each Calendar Year pursuant to “Compensation and Benefits - Appendix 1,” upon City Manager’s prior approval, and consistent with Internal Revenue Service rules governing constructive receipt. Vacation and/or Annual Leave time cashed out pursuant to this provision shall be subtracted from the accumulated Vacation and/or Annual Leave balances when paid

7. Other Leaves and Benefits

City shall afford Employee such other benefits as are provided to other management employees of the City on the same terms as provided to those employees except as otherwise expressly provided herein.

8. Professional Memberships & Meetings; Other Expenses

City recognizes that certain expenses of a non-personal and job-related nature may be incurred by Employee. City agrees to reimburse Employee for reasonable expenses which are authorized by the City budget, approved of in advance by the City Manager, and which are supported by expense receipts, statements, or personal affidavits, and audited in like manner as other demands against the City.

9. Retirement

Employees designated as local public safety (Fire) “classic” employees by the City are currently provided retirement benefits under the Public Employee’s Retirement System’s Local Safety (Fire) 3% at age 50 formula with a 9% employee contribution. Employees are also provided retirement benefits under Social Security.

“Classic” public safety (Fire) designated employees will pay a pre-tax contribution for retirement for the employee share under CalPERS retirement plan of 9%. The employee shall pay the full amount of the employee’s contribution rate to Social Security.

Employees designated as local public safety (Fire) “classic” employees by the City are provided retirement benefits under the Public Employees Retirement System’s (PERS) Local Public Safety (Fire) 3% at 55 formula. Employees are also provided retirement benefits under Social Security.

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New public safety employees hired after January 1, 2013 or “Non Classic” public safety (Fire or Fire) designated employees, upon placement in a full-time employment status shall have the PERS 2.7% @ 57 formula, as provided by the terms of the contract in effect between the City and PERS. The employee contribution rate shall be 50 percent of the “normal cost” rounded to the nearest quarter of 1 percent, as determined by PERS.

Miscellaneous employees who are considered “classic” members by PERS will be responsible for paying the full employee contribution to the California Employees Retirement System, which is currently 8%. Miscellaneous employees who are considered “new” members by PERS will be responsible for paying 50 percent of the “normal cost” pursuant to the Pension Reform Act of 2013. The Employee shall pay the full amount of the Employee’s contribution rate to Social Security.

10. Deferred Compensation

The City will deposit to Fire Chief’s deferred compensation account via bi-weekly payroll a contribution of \$5,000 annually.

In the event this agreement terminates or is not renewed, Fire Chief shall be entitled to retain only the amount of deferred compensation accumulated as of the date of termination or non-renewal.

After such time as Fire Chief resigns or is terminated, City shall transfer ownership of any deferred amount on deposit in a deferred compensation plan to succeeding employers upon Fire Chief’s written request.

11. Annual Performance Evaluation

The City Manager and/or their designee shall evaluate Fire Chief’s performance at least once annually. The City Manager and Fire Chief shall annually develop mutually agreeable performance goals and criteria which the City Manager shall use in reviewing Fire Chief’s performance in the following year. It shall be Fire Chief’s responsibility to initiate this review each year.

12. Indemnification

City shall defend, hold harmless and indemnify Fire Chief against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Fire Chief’s employment to the extent required by Government Code Sections 825 and 995. Notwithstanding anything to the contrary in this section, pursuant to Government Code Section 53243.1, if the City provides funds for the legal criminal defense of Employee, any funds provided for that purpose shall be fully reimbursed by Employee to the City if Employee is convicted of a crime involving an abuse of office or position. Employee recognizes that City shall have the right to compromise and settle all actions or proceedings in which City is providing Employee a defense, even if Employee objects to such compromise or settlement.

13. Other Terms and Conditions of Employment

A. The City Manager and City Council may from time to time fix other terms and conditions of employment relating to the performance of Fire Chief, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Grass Valley Charter or Municipal Code, or other applicable law.

B. The provisions of the City's Civil Service Rules and Regulations ("Rules") shall apply to Fire Chief to the extent they explicitly apply to the position of Fire Chief, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, however, no provision of the Rules or this Agreement shall confer upon Fire Chief a property right in his or her employment. Fire Chief is not a member of the competitive/ classified service and is an "at will" employee serving at the pleasure of the City Manager and may be dismissed at any time, subject only to the provisions of this Agreement and California Government Code section 3304, subd. (c). The provisions of Article IX, Section 2, requiring a 4/5 vote of the City Council to remove a Department Head do not apply to this Agreement and are specifically waived by Employee as provided in Section 4(D) of this Agreement. Notwithstanding any other provision of this Agreement, Fire Chief shall not violate any policy prohibiting discrimination, harassment, retaliation, workplace violence, or other similar misconduct as set forth in the Rules and in federal, state law, and local law.

C. Fire Chief shall be exempt from paid overtime compensation.

14. Termination

A. Fire Chief is not part of the competitive (classified) service and therefore is an "at will" employee.

B. If Fire Chief is terminated by the City Manager without cause, or for the purpose of implementing the goals or policies, or both, of the City or City Manager, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, Fire Chief after termination will be entitled to up to six months of severance pay at Fire Chief's Base Salary Rate plus payment in a lump sum of the following: 1) 100% of any accrued, but unused Personal Leave and vacation leave, if any; and 2) 50% of the value of unused sick leave, if applicable, to the extent not used for PERS Service Credit, if any. Fire Chief shall be entitled to severance pay under this subsection only upon execution of a claim waiver, release of liability, and waiver of his right to notice and appeal as set forth in Section 14.C. below and under California Government Code section 3254, subd. (c). Severance pay, if any, shall be paid monthly until Employee is gainfully employed or the 6-month limit has been reached, whichever is less. Employee shall provide notification of gainful employment to City immediately upon commencing such employment if such employment commences within six months of Employee's termination from City. Notwithstanding anything to the contrary in this subsection, pursuant to Government Code Section 53243.2, if the Agreement is terminated, any cash settlement related to the termination that Employee may receive from City shall be fully reimbursed to City if Employee is convicted of a crime involving an abuse of his or her office or position.

C. If Fire Chief is terminated by the City Manager for cause, Fire Chief is not entitled to any severance pay whether or not advance notice of termination is provided; however, payment for accrued, unused Personal Leave, sick leave and/or vacation leave, if applicable, shall be paid as provided in sub-paragraph B above. In accordance with California Government Code section 3254, subd. (c), the City Manager may terminate this Agreement through written notice of the cause of termination and an opportunity for administrative

appeal. For purposes of this Agreement, the term “for cause” shall include, but is not limited to, any of the following:

- (a) use of alcohol or drugs that impedes performance of duties;
- (b) conviction of a felony or misdemeanor involving moral turpitude (a plea or verdict of guilty or a conviction following a plea of nolo contendere is deemed a conviction for this purpose);
- (c) a proven claim of either sexual harassment or abuse of employees in violation of law or adopted City policy;
- (d) failure to maintain licenses and professional certifications required of the Fire Chief by the job description;
- (e) willful and repeated failure to carry out the lawful directives or policy decisions of the City Manager or City Council; or
- (f) willful abandonment of the position or continued and unexcused absence from duty.

D. Fire Chief may voluntarily terminate his employment, by resignation or retirement or some other similar manner, upon at least one-month notice, or a lesser amount of time agreed-to in writing by the City Manager. In this circumstance, City shall have no further obligation to provide payments and benefits, including Fire Chief severance pay, upon the effective date of termination of employment, other than payment of accrued Personal Leave or other payments required by law.

E. In the event an Employee dies while employed by the City, his/her beneficiary or those entitled to his/her estate shall be paid for any earned salary and any in lieu payments for personal leave and any banked vacation or sick leave at the rates established in this Agreement to which the Employee is entitled as of the final day on City payroll. City may request appropriate documentation to ensure such persons are beneficiaries or otherwise entitled to participate in Employee’s estate.

15. Compliance With Law

This Agreement is subject to all applicable provisions of federal, state, and local laws, including the Grass Valley Municipal Code, except for the application of specific provisions of the City Charter which are waived as set forth herein.

16. General Provisions

- A. This Agreement constitutes the entire agreement between the parties. City and Fire Chief hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement.
- B. If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

- C. Any notice to City pursuant to this Agreement shall be given in writing, either by personal service or by registered or certified mail, postage prepaid, addressed as follows:

Tim Kiser, City Manager
 City of Grass Valley
 125 East Main Street
 Grass Valley, CA 95945

With courtesy copy to:

David J. Ruderman, City Attorney
 Colantuono, Highsmith & Whatley, PC
 420 Sierra College Drive, Suite 140
 Grass Valley, CA 95945

Any notice to Fire Chief shall be given in a like manner, and, if mailed, shall be addressed to Fire Chief at the address shown in City's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given (a) on the date of delivery, if served personally, or (b) on the second (2nd) calendar day after mailing, if mailed.

- D. Venue for any disputes arising from or relating to this Agreement shall lie in the Superior Court for the County of Nevada, California. If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party in that action shall be entitled to reasonable and actual attorneys' fees and costs with respect to the prosecution or defense of the action.
- E. A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver and either party shall be free to enforce any term or condition of this Agreement with or without notice to the other notwithstanding any prior waiver of that term or condition.

17. Amendments

This represents the entire agreement between the parties. Amendments to this agreement may be made at such times as approved by the City Manager and Fire Chief and shall be in writing.

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

Dated: _____

Tim Kiser, City Manager
“CITY”

Dated: _____

Mark Buttron, Fire Chief
“EMPLOYEE”

Approved as to form:

Dated: _____

David J. Ruderman, City Attorney

Appendix 1 - Compensation and Benefits

Life Insurance and Long-Term Disability, EAP, Retiree Health Plan, other Benefits, and Special Provisions

A. EMPLOYEE CONTRIBUTIONS

Employee contributions towards health benefits are on a pre-tax basis and subject to IRS rules.

B. LIFE INSURANCE

The City shall provide term Life insurance benefits for the Employee, without cost to the Employee, of 1.5 times their annual salary up to two hundred thousand dollars (\$200,000) for the Employee, five thousand dollars (\$5,000) for the Employee's spouse and fifteen hundred dollars (\$1,500) for eligible dependent children without cost to the employee.

C. SHORT TERM/LONG TERM DISABILITY INSURANCE

Short Term – There is no short-term disability coverage however employee may elect to pay into State Disability Insurance (SDI) at no cost to the City, or they may use any leave bank to cover short term disability exceeding 10 workdays and with a doctor's note.

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

D. EMPLOYEE ASSISTANCE PROGRAM

The City has an established Employee Assistance Program. This program provides confidential counseling help for employees and their families. The Employee Assistance program provides for up to 3 visits.

E. RETIREE HEALTH PLAN BENEFIT

Employees who become subject to this Plan, who retire from the City with less than 20 years of City of Grass Valley service in good standing, who have at least ten years of Grass Valley continuous service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$500 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

Appendix 1 - Compensation and Benefits

If the Employee so desires, his/her spouse may be added at the additional cost difference of the Employee plus one and the Employee pays the difference. If the Employee retiree selects a health plan that costs less than the City's contribution, they will not be eligible to receive the cash difference. All premium contributions must be received one month in advance and it is the responsibility of the Employee retiree to ensure that the City receives payment. Failure to pay the retiree's contribution in a timely manner (i.e., within 30 days of due date) will result in the loss of the benefit.

Upon retirement from the City of Grass Valley with twenty (20) or more years of service, the Employee shall be eligible to retain medical, dental, and vision benefits equivalent to those provided to active employees, up to the Employee or Employee plus one (Employee +1) level of coverage under the City's health plan. The City shall pay the statutory administrative fee required for CalPERS medical coverage and shall pay one hundred percent (100%) of the premium cost for the Employee or Employee +1, under either a CalPERS or non-CalPERS medical insurance plan, up to an amount not to exceed the cost of the highest CalPERS HMO plan offered by the City to active employees within Nevada County. Should the Employee elect coverage under a higher-cost plan, such as a CalPERS PPO or other plan, the Employee shall be responsible for any premium cost difference. The City's contribution shall not exceed the actual cost of a non-CalPERS plan or one hundred percent (100%) of the highest CalPERS HMO plan available to active employees, whichever is less. The Employee's spouse or domestic partner shall be eligible for continued coverage as a surviving dependent until becoming eligible for Medicare. Upon the Employee's eligibility for Medicare, the City shall reimburse the Employee for the cost of the highest CalPERS supplemental medical premium for employee-only coverage.

Employees waiving health care coverage shall receive two hundred fifty dollars (\$250) per month less the cost of any elected dental or vision insurance per month until eligible for Medicare or is hired and has healthcare coverage available from the new employment. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due Employees for waiving medical insurance coverage shall be paid in a lump sum per month.

Personal Leave

The purpose of Personal Leave is to provide Employees the ability to accrue time for vacation, sick leave and personal leave situations.

Employees shall accrue Personal Leave hours at a rate of no less than 256 hours and no more than 328 hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.

No Employee may carry a balance of more than 520 hours of their Personal Leave. Employees who have accumulated 520 hours of Personal Leave will accrue no further Personal Leave until they have used Personal Leave in an amount sufficient to bring their accumulated Personal Leave balance

Appendix 1 - Compensation and Benefits

below 520 hours. Employees may convert up to 160 hours of accrued Personal Leave to salary compensation once each year. Personal Leave conversion of a maximum of 160 hours to salary must be submitted by December 20th of each year. 100% of Personal Leave hours in excess of the maximum accrual amount may be converted to banked PERS service credit in accordance with CalPERS regulations.

Employees who become subject to this Plan after July 1, 2011, must convert all accumulated Vacation Leave, Sick Leave to "Personal Leave". Those hours of Sick Leave or Vacation Leave combined in excess of 520 hours will be placed in a Sick Leave and Vacation Leave bank account to be utilized by the Employee, or paid out upon separation from service as set forth herein, or converted to banked PERS service credit in accordance with CalPERS regulations. Upon separation from service, the City shall pay employee a one-time lump sum calculated on Fifty (50%) Percent of the employee's banked unused Sick Leave and one hundred (100%) percent of the employee's banked Vacation Leave. (For example, if an employee is compensated for 450 hours of sick leave at the 50% rate, the uncompensated 225 hours would go to PERS service credit as allowed by PERS.)

Employees will accrue Personal Leave time at the following rates:

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

After 2 plus years of city service, credit for prior public service may be included for purposes of calculating annual time subject to the City Manager approval. Prior public service shall be similar in nature to the duties being performed by the Employee for City to be eligible for this benefit.

Certifications

The City shall pay the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City of Grass Valley or any governmental agency to obtain and maintain as a condition of employment.

Holidays

Employees are entitled to 12 paid holidays as listed below.

Recognized Holidays shall include:

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

Appendix 1 - Compensation and Benefits

A paid holiday is equivalent to eight hours, for a total of 96 hours per year. Holiday hours are accrued outside of Personal Leave, must be used within the calendar year accrued. Unused holiday hours may not be carried over into any subsequent calendar year or "cashed out."

Special Provisions

A. PUBLIC SAFETY ALLOWANCE

The Police Chief, and Fire Chief shall be provided a uniform and cleaning allowance. The amount of the benefit will be the same as established under Unit 6 for the Police Chief and under Unit 8 for the Fire Chief.

The Police Chief shall receive an annual stipend of \$1,000 for attending community events.

B. VEHICLE ALLOWANCE

The Police Chief, and Fire Chief shall be provided a vehicle. Other Employees may be granted a car allowance subject to the City Manager's approval and in accordance with City adopted policies. Employees will have access to City "Pool" vehicles for conducting City business or will be eligible for mileage reimbursement for personal vehicle use when conducting City business in accordance with City adopted policies.

C. TRAINING/MEMBERSHIPS

Employees shall be entitled to training, travel, workshops, and professional memberships, for the purpose of personal growth and enrichment subject to the annual amounts budgeted each year in the respective department for this purpose. City agrees to reimburse Employee for reasonable expenses for training, travel, workshops and professional memberships which have been authorized by the City Budget and approved in advance by the City Manager. Employee must submit expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

D. PUBLIC EMPLOYEES RETIREMENT SYSTEM

All Employees will be members of the California Public Employees Retirement System as provided by the terms of the contracts between the City of Grass Valley and the California Public Employees Retirement System.

Salary Schedule

<i>Position</i>	<i>Annual Salary</i>		
	<i>Min</i>	<i>Mid</i>	<i>Max</i>
Fire Chief	\$ 152,149.54	\$ 185,317.09	\$ 228,883.20
Police Chief	\$ 159,478.26	\$ 194,180.73	\$ 228,883.20



City of Grass Valley City Council Agenda Action Sheet

Title: Introduction of Ordinance to adopt the 2025 California Building Standards Code and amend the City of Grass Valley Municipal Code, Title 15, Chapters 15.02 to 15.06.

CEQA: Not a project

Recommendation: That Council; 1) hold the public hearing, 2) waive the reading of the ordinance in its entirety and read by title only, and introduce ordinance 838 to amend Municipal Code Chapters 15.02 to 15.06 that incorporates the 2022 California Building Standards Code.

Prepared by: Jon May, Building Official

Council Meeting Date: November 12, 2025

Date Prepared: November 3, 2025

Agenda: Public Hearing

Background Information: The City currently relies on the 2022 California Building Standards Code (CBSC) and local amendments to these codes to operate its building and fire related construction programs. The State of California typically updates the CBSC every three (3) years as the building industry adjusts to address building safety, new materials, construction methods, and state legislative mandates. In July of 2025, the California Building Standards Commission adopted the 2025 CBSC, or Title 24. This approval requires all municipalities in the State to repeal the 2022 codes and adopt the 2025 version. The codes being recommended for adoption include the 2025 Building Standards Code, Title 24 Parts 1 through 12; 2024 International Swimming Pool and Spa Code; 2024 International Property Maintenance Code, and the City's local amendments. If the 2025 codes are not approved by a municipality, they become automatically adopted for that community without the benefit of local amendments.

As with most communities, the City of Grass Valley approves each updated version of the California Building Code with certain amendments. The 2025 CBSC includes changes compared to past cycles. The 2025 CBSC includes a new Wildland-Urban Interface Code, whose purpose is to establish minimum standards to mitigate risk to life and structures from wildfire exposure. The Code requirements in the Wildland-Urban Interface Codes are similar to the requirements previously found elsewhere in several chapters of the California Residential Building Code and the California Building Code. Staff continues to support the local amendments as they were adopted in past code updates. The local amendments proposed for both the Building and Fire codes continue with the same amendments as in past years.

Council Goals/Objectives: Goal 6: Provide a safe place to live, work, and play.

Fiscal Impact: No fiscal impact to the City.

Funds Available: N/A

Account #: N/A

Reviewed by: _____ City Manager

ATTACHMENTS:

Attachment 1 Ordinance No: 838

ORDINANCE 838

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY CALIFORNIA REPEALING CHAPTERS 15.02 to 15.06 OF TITLE 15 – BUILDINGS AND CONSTRUCTION OF THE CITY OF GRASS VALLEY CALIFORNIA MUNICIPAL CODE, AND ADOPTING CHAPTERS 15.02 TO 15.06 “BUILDINGS AND CONSTRUCTION” WHICH ADOPTS BY REFERENCE THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2025 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE INCLUDING THE FOLLOWING PARTS:

- PART 1 - California Administrative Code
- PART 2 - California Building Code including listed Appendix Chapters
- Part 2.5 – California Residential Code and listed Appendix Chapters
- PART 3 - California Electrical Code
- PART 4 - California Mechanical Code including listed Appendix Chapters
- PART 5 - California Plumbing Code including the listed Appendix Chapters
- PART 6 - California Energy Code
- **PART 7 – California Wildland-Urban Interface Code**
- PART 8 - California Historical Code
- PART 9 - California Fire Code including the listed Appendix Chapters
- PART 10 - California Existing Building Code
- PART 11 – California Green Building Standards Code
- PART 12 - California Referenced Standards Code
- International Property Maintenance Code, 2024 Edition
- International Swimming Pool and Spa Code, 2024 Edition

AND AMENDING THOSE PORTIONS OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24 AS IDENTIFIED HEREIN.

The City Council of the City of Grass Valley does ordain as follows:

SECTION 1: Repeal - Chapters 15.02 thru 15.06 of Title 15 of the City of Grass Valley Municipal Code are hereby repealed in their entirety.

SECTION 2: Purpose and Authority - The purpose of this Ordinance is to adopt by reference the 2025 edition of the California Building Standards Code, Title 24 – Parts 1; 2; 2.5; 3; 4; 5; 6; 7; 8; 9; 10; 11 and 12 of the California Code of Regulations, the 2024 International Property Maintenance Code, and the 2024 International Swimming Pool and Spa Code subject to the definitions, clarifications, and the amendments set forth in this Ordinance. The purpose of this Ordinance is also to provide minimum requirements and standards for the protection of the public safety, health, property, and welfare of the City of Grass Valley. This Ordinance is adopted under the authority of Government Code Subsection 50022.2 and Health and Safety Code Section 18941.5.

SECTION 3: Findings of Fact and Need for Modifications to California Building Standards Code - Pursuant to California Health and Safety Code sections 18941.5 and 17958, the City Council of the City of Grass Valley hereby finds that the amendments adopted herein are reasonably necessary because the city has unique local climatic and topographic conditions. These local conditions have an adverse effect on the prevention of (1) major loss fires and (2) the potential for life and property loss, making the changes or modifications in the California Building Standards Code necessary in order to provide a reasonable degree of property security, and fire and life safety in the City. Below are adverse local climatic, geological and topographic conditions that necessitate the modifications to the California Building Standards Code.

A. Climatic Findings of Fact.

1. The City of Grass Valley weather is mild during the summer when daytime temperatures tend to range in the 70-90-degree Fahrenheit range, and cold during the winter, which daytime temperatures tend to be

in the 40-degree Fahrenheit range. The City experiences large temperature variations between night and day during the summer; the difference can be up to 40 degrees Fahrenheit.

2. The City has a mix of urban population growth interspersed with areas of vegetation growth. Intensive use of land in urban areas means bigger buildings, which can also create complex problems for fire safety.

3. Average yearly rainfall for the City is approximately 55 inches. This rainfall normally occurs from November to May. Precipitation creates a condition where emergency responders need to drive more cautiously. Snow and ice can be present during winter months, contributing to freezing and slick roadways and resulting in numerous vehicle collisions.

4. The City of Grass Valley also has a Mediterranean Climate characterized by warm, dry summers that cause an increase in fire risk during the summer and fall months. A significant portion of the City resides in a Very High Fire Hazard Severity Zone, as classified by the California Department of Forestry and Fire Protection (CAL FIRE).

B. Topographical Findings of Fact.

1. The City is bisected by numerous topographical features including creeks, natural parkways, open space, bridges/overpasses, freeways, drainage canals, wildland and hillside areas. These topographical features significantly impact the ability of emergency responders to extinguish or control wildland or structure fires. The City resides at an elevation varying between 2200 to 2800 feet.

2. Moderate traffic congestion on the City's major streets and intersections at peak times acts as a constraint to timely response for fire and emergency vehicles. As a result of increased development both within the City and in the unincorporated area of the County, some roadways and intersections in the City are expected to have significantly increased traffic flow rates in the future. In the event of an accident or other emergency sections of the City could be isolated or response time could be sufficiently slowed so as to increase the risk of injury or damage.

3. Extended response times for a full fire fighting force to a known fire have the strong potential for increased risk to life and increased property damage and built in fire protection systems such as automatic fire alarm and automatic fire sprinkler systems are necessary, where they are otherwise not required by this code, to limit the threat to life and increased property loss.

C. Summary. The local climatic and topographical conditions affect the acceleration, intensity and size of fires in the community. Times of little or no rainfall, or low humidity and high temperature create extremely hazardous conditions, particularly as they relate to wood shake and shingle roof fires. Grass Valley's downtown and surrounding areas contain numerous historic and older buildings that are located close together, which can exacerbate the fire condition from dry conditions, wind, and shake shingle roofs. Additionally, the City's development pattern contributes to its unique fire protection needs as the City is intersected by natural features and is also subject to traffic conditions. Local vegetation contributes to the fire dangers in the City, as the vegetation provides ready fuel for fast-spreading wildfires. These structures and the flammable material are susceptible to ignition by embers from a wild land fire, furthering the spread of fire to adjacent buildings.

SECTION 4: Chapter 15.02 "Building Standards Codes" of City of Grass Valley Municipal Code is hereby added to read as follows:

15.02.010 Title. This Chapter shall be known as the City of Grass Valley Building Standards Code, and may be cited as such, and will be referred to herein as "this Code."

15.02.020 Application. This Code shall be the exclusive source of regulations for all new construction and any alterations, repairs, relocations, or reconstruction of any building or any portion thereof including any electrical, mechanical, gas, plumbing, or fire protection equipment installed on any property or used on or within any building.

15.02.030 Conflicts with other laws, rules, etc. In the event of any conflict between this Code and any law, rule or regulation of the State of California, that requirement which establishes the higher standard of safety shall govern. Failure to comply with such standard of safety shall be a violation of this Code.

SECTION 5: Chapter 15.04 "Adoption of Building Standards Codes" of City of Grass Valley Municipal Code is hereby added to read as follows:

15.04.010 Copy of Building Standards Code and Appendix Chapters.

- A. One copy of the California Building Standards Code is on file with the Community Development Department for use and examination by the public, along with changes, additions and deletions related to the California Building Standards Code as set forth in this chapter. In addition, all subsequent supplements to the California Building Standards and related publications are adopted by reference.
- B. When reference in the California Building Standards Code is made to an appendix chapter, the provisions of the said appendix shall not apply unless specifically adopted by this Code.

15.04.020 California Administrative Code Part 1, 2025 Edition. Pursuant to Sections 50022.1 through 50022.10, inclusive, of the Government Code, the city council adopts and enacts the 2022 California Administrative Code (California Code of Regulations, Title 24, Part 1) specific to administrative regulations of/for California Building Standards Commission (BSC), Department of Housing and Community Development (HCD-2), Office of the State Fire Marshal (SFM), Division of the State Architect (DSA), Office of Statewide Planning and Development (OSHPD), Department of Health Services (DHS), Occupational Safety and Health Standards Board (OSHA), California Energy Commission (CEC), Department of Food and Agriculture (AGR), Department of Youth Authority (AU), et al as adopted by the California Building Standards Commission.

15.04.030 California Fire Code Part 9, 2025 Edition. Pursuant to Sections 50022.1 through 50022.10, inclusive, of the Government Code, the city council adopts and enacts the 2025 California Fire Code (California Code of Regulations, Title 24, Part 9 and Appendix Chapters B, BB, C, CC, D, F, H, I, K, & N based on the 2024 International Fire Code (IFC) as published by the International Code Council (ICC) and as adopted and amended by the California Building Standards Commission.

15.04.040 California Building Code Part 2, 2025 Edition. Pursuant to Sections 50022.1 through 50022.10, inclusive, of the Government Code, the city council adopts and enacts the 2025 California Building Code (California Code of Regulations, Title 24, Part 2 and Appendix Chapters C,G,H,I,J and P based on the 2024 International Building Code as published by the International Code Council (ICC) and as adopted and amended by the California Building Standards Commission.

15.04.050 California Residential Code Part 2.5 2025 Edition. Pursuant to Sections 50022.1 through 50022.10, inclusive, of the Government Code, the city council adopts and enacts the 2025 California Residential Code (California Code of Regulations, Title 24, Part 2.5 and Appendix Chapters BO and CI, based on the 2024 International Residential Code as published by the International Code Council (ICC) and as adopted and amended by the California Building Standards Commission.

15.04.060 California Electrical Code Part 3, 2025 Edition. Pursuant to Sections 50022.1 through 50022.10, inclusive, of the Government Code, the city council adopts and enacts the 2025 California Electrical Code (California Code of Regulations, Title 24, Part 3) based on the 2023 National Electrical Code as adopted by the California Building Standards Commission.

15.04.070 California Mechanical Code Part 4, 2025 Edition. Pursuant to Sections 50022.1 through 50022.10, inclusive, of the Government Code, the city council adopts and enacts the 2025 California Mechanical Code (California Code of Regulations, Title 24, Part 4) based on the 2024 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials (IAPMO) and as adopted by the California Building Standards Commission.

15.04.080 California Plumbing Code Part 5, 2025 Edition. Pursuant to Sections 50022.1 through 50022.10, inclusive, of the Government Code, the city council adopts and enacts the 2025 California Plumbing Code (California Code of Regulations, Title 24, Part 5 and Appendix Chapters A, B, D, G, I, and K) based on the 2024 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials (IAPMO) as adopted by the California Building Standards Commission.

15.04.090 California Energy Code Part 6, 2025 Edition. Pursuant to Sections 50022.1 through 50022.10, inclusive, of the Government Code, the city council adopts and enacts the 2025 California Energy Code (California Code of Regulations, Title 24, Part 6) as published by the International Code Council (ICC) and as adopted by the California Building Standards Commission.

15.04.100 Wildland-Urban Interface Code Part 7, 2025 Edition. Pursuant to Sections 50022.1 through 50022.10, inclusive, of the Government Code, the city council adopts and enacts the 2025 California Wildland-Urban Interface Code (California Code of Regulations, Title 24, Part 7) as published by the International Code Council (ICC) and as adopted by the California Building Standards Commission.

15.04.110 California Historical Building Code Part 8, 2025 Edition. Pursuant to Sections 50022.1 through 50022.10, inclusive, of the Government Code, the city council adopts and enacts the 2025 California Historical Building Code (California Code of Regulations, Title 24, Part 8) as published by the International Code Council (ICC) and as adopted by the California Building Standards Commission.

15.04.120 California Existing Building Code Part 10, 2025 Edition. Pursuant to Sections 50022.1 through 50022.10, inclusive, of the Government Code, the city council adopts and enacts the 2025 California Existing Building Code (California Code of Regulations, Title 24, Part 10) based on 2024 International Existing Building Code as published by the International Code Council (ICC) and as adopted and amended by the California Building Standards Commission.

15.04.130 California Green Building Standards Code Part 11, 2025 Edition. Pursuant to Sections 50022.1 through 50022.10, inclusive, of the Government Code, the city council adopts and enacts the 2025 California Green Building Code (California Code of Regulations, Title 24, Part 11) as published by the International Code Council (ICC) and as adopted by the California Building Standards Commission.

15.04.140 California Referenced Standards Code Part 12, 2025 Edition. Pursuant to Sections 50022.1 through 50022.10, inclusive, of the Government Code, the city council adopts and enacts the 2025 California Referenced Standards Code (California Code of Regulations, Title 24, Part 12) as published by the International Code Council (ICC) and as adopted by the California Building Standards Commission.

15.04.150 International Property Maintenance Code 2024 Edition. Pursuant to Sections 50022.1 through 50022.10, inclusive, of the Government Code, the city council adopts and enacts the 2024 International Property Maintenance Code as published by the International Code Council (ICC).

15.04.160 International Swimming Pool and Spa Code 2024 Edition. Pursuant to Sections 50022.1 through 50022.10, inclusive, of the Government Code, the city council adopts and enacts the 2024 International Swimming Pool and Spa Code as published by the International Code Council (ICC).

15.04.170. Penalties for Violations of this Chapter. A violation of any provision of this Chapter, including the codes adopted herein, is punishable as a misdemeanor and upon conviction may be punished by a fine of not more than one thousand dollars (\$1,000) or by imprisonment in the County jail for not more than six (6) months, or both.

SECTION 6. Chapter 15.06 “Amendments to the California Building Standards Code” of the City of Grass Valley Municipal Code is hereby added and shall read as follows:

15.06.010 - Amendments to the 2025 California Fire Code. Set forth below are the local amendments, additions and deletions to the 2025 California Fire Code. Chapter and Section numbers used herein are those listed in the 2025 California Fire Code.

Subsection 1.11.2.1.1, “Item 1” is amended to read as follows:

Subsection 1.11.2.1.1. The responsibility for enforcement of building standards adopted by the State Fire Marshal and published in the Building Standards Code relating to the fire and panic safety and other regulations of the State Fire Marshal shall be, except as provided in Section 1.11.2.1.2, as follows:

1. The city, county or city and county with jurisdiction in the area affected by the standard or regulation shall delegate the enforcement of the building standards relating to fire and panic safety and other regulations of the State Fire Marshal as they relate to Group R-3 occupancies, as described in Section 310.1 of Part 2 of the California Building Standards Code, to the following:
 - 1.1. The Chief of the Fire Department of the City of Grass Valley or an authorized representative.
 - 1.2. The Building Official of the City of Grass Valley or an authorized representative.

Subsection [A] 105.3.1 “Expiration” is amended to read as follows:

Subsection [A] 105.3.1 Expiration. Operational Permits – An operational permit shall remain in effect until reissued, renewed or revoked, or for such a period as specified in the permit, is not transferable and any change in occupancy, operation, tenancy and/or ownership shall require that a new permit be issued. **Construction Permits** - The maximum allowable length for all construction permits, as required by Section 105.6 - Required Construction Permits, is 2-years, unless otherwise noted.

Subsection [A] 105.3.2 “Extensions” is amended to read as follows:

Subsection [A] 105.3.2 Extensions. A permittee holding an unexpired construction permit shall have the right to request an extension. Such requests are required to be made to the Building Official of the City of Grass Valley or an authorized representative.

Subsection 105.8 “New Materials, Processes or Occupancies Which May Require Permits” is added to read:

Subsection 105.8 New Materials, Processes or Occupancies Which May Require Permits. The Chief of the Fire Department of the City of Grass Valley or an authorized representative shall determine and specify, after giving affected persons the opportunity to be heard, any new materials, processes or occupancies which shall require permits, in addition to those enumerated in said code.

Subsection 108.2 “Schedule of Permit Fees” is amended to read as follows:

Subsection 108.2 Schedule of Fees. All Operational Permit, Inspection, Special Inspection, Special Operations and Plan Review fees shall be in accordance with the current schedule of fees adopted by resolution of the City Council of the City of Grass Valley. Certain costs for inspections mandated by the State of California and the State Fire Marshall may be reimbursable to school districts pursuant to HSC 13146.4 Sec. 2. (SB1205.)

Subsection 112.1 “Board of Appeals Established” is amended to read as follows:

Subsection 112.1 General. Appeals shall be handled in accordance with 2025 California Building Standards Code, Part 2, Section 113 as amended by the City of Grass Valley.

Subsection 506.1 “Where Required” is amended to read as follows:

Subsection 506.1 Where Required. Where access to or within a structure and/or an area is restricted because of secured openings, immediate access is necessary for life-saving and/or fire-fighting purposes, or the structure is equipped with automatic fire sprinkler and/or fire alarm system(s) a key box shall be installed in an approved location. The key box shall be a KNOX BOX and shall contain keys to gain access as required by the fire code official.

Subsection 509.1.1 “Utility Identification” is amended to read as follows:

Subsection 509.1.1 Utility Identification. Gas meters, shutoff valves and services, electric meters, service switches, shutoff switches, services, and other utility equipment in multi-unit commercial and multi-unit residential buildings shall be clearly and legibly marked to identify the unit and/or space that it serves. Identification shall be made in an approved manner, readily visible and shall be maintained.

Subsection 907.11 “False Alarms” is added to read the following:

Subsection 907.11 False Alarms. When any fire alarm system sounds an audible alarm or transmits an alarm to a remote location causing an emergency response by the fire department, when no emergency exists, the owner, tenant, or lessee of the premises will be charged for fire department response upon the third and all subsequent alarm activation(s) within a one-year period. The cost of the response will be in accordance with the current schedule of fees adopted by resolution of the City Council of the City of Grass Valley.

Subsection 5706.2 Storage and Dispensing of Flammable and Combustible Liquids on Farms and Construction Sites, “Exception” is amended to read as follows:**Subsection 5706.2 Exceptions:**

1. Storage in conjunction with construction projects complying with Subsection 5706.2 for which the Chief of the Fire Department of the City of Grass Valley or an authorized representative has issued a permit.
2. Tanks used for agricultural purposes complying with Subsection 5706.2 where the need for on-site fuel is necessary for continued operations, and for which the Chief of the Fire Department of the City of Grass Valley or an authorized representative has issued a permit.

3. Existing installations where the Chief of the Fire Department of the City of Grass Valley or an authorized representative has issued a permit for continued use.
4. Service stations, repair garages, oil change facilities and commercial operations which accept the return of used crankcase oil, may be permitted to have one (1) aboveground storage tank of up to a 500-gallon capacity for the storing used crankcase oil. Storage and tank shall be in accordance with Chapter 23 and Chapter 57.

Appendix B, Subsection B107 “Automatic Fire Alarm System” is added to read as follows:

Subsection B107 Automatic Fire Alarm System. Any structure with a required fire flow of 1,500 to 1,749 gallons per minute shall have an approved fully-supervised automatic smoke and/or heat detection fire alarm system installed throughout the structure in accordance with Section 907, NFPA-72 and the City of Grass Valley in the following categories:

1. New Structures.
2. Existing Structures with new construction exceeding 20% of the gross floor area.
3. Existing Structures as required by Chapter 11.

Exceptions:

1. Structures that have an automatic fire sprinkler system installed throughout the structure in accordance with Section 903, NFPA-13 and the City of Grass Valley.
2. One and Two-family dwellings and related accessory outbuildings.

Appendix B, Subsection B108 “Automatic Fire Sprinkler System” is added to read as follows:

Subsection B108 Automatic Fire Sprinkler System. Any structure with a required fire flow of 1,750 gallons a minute or greater shall have an approved fully-supervised automatic fire sprinkler system installed throughout the structure in accordance with Section 903, NFPA-13 and the City of Grass Valley in the following categories:

1. New Structures.
2. Existing Structures with new construction exceeding 20% of the gross floor area.
3. Existing Structures as required by Chapter 11.
4. Change of occupancy classification.

15.06.020 Amendments to the 2025 California Building Code. Set forth below are the local amendments, additions and deletions to the 2025 California Building Code. Chapter and Section numbers used herein are those listed in the 2025 Building Code.

Section 105.5 “Expiration” is amended to read as follows:

Section 105.5 Expiration. Every Grading, Building, Plumbing, Mechanical, and Electrical permit issued by the city under this code shall expire by limitation and become null and void two (2) years after the date of issuance or if the building or work authorized by such permit is not commenced within 180 days from the date of issuance, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced. Suspension and/or abandonment shall be determined by a lack of progress inspections for a period of more than 180 days since a previous passing inspection. The maximum allowable length for all permits is 2 years, unless otherwise noted. Extensions will not normally be considered. Applicants with extenuating circumstances may submit written request and a filing fee prior to the expiration of the permit to the Building Official. Such requests are required to outline extenuating circumstances that did not allow for the completion of the work as permitted.

If a permit has expired, no work can recommence until a new permit is obtained.

105.5.2 - The cost of a new permit, the purpose of which is to facilitate completion of work for which a permit has expired, will be based on a quantitative estimation of inspections deemed necessary for completion. If costs for providing services to the project exceed the estimated fees collected at permit issuance, additional fees will apply. Said fees will be in accordance with the City’s Building Division Fee Schedule established by resolution of the City Council. It is the responsibility of the permittee to schedule all inspections necessary for a permit to remain current and valid. All inspections for this purpose must verify progress.

105.5.3 - Permits may be issued for a limited period when deemed necessary by the Building Official to abate dangerous, substandard, and/or illegal conditions. In such cases, the Building Official will establish the expiration at 30, 60, 90, or 180 days depending on the health and/or safety hazards.

Such permit term limitations may be shorter if deemed appropriate and/or necessary by the Building Official.

Section 109.2 “Schedule of Permit Fees” is amended to read as follows:

Section 109.2 Schedule of Permit Fees. All permit fees to include Building, Electrical, Mechanical, Plumbing, and Grading permit fees shall be in accordance with the schedule of fees adopted by resolution of the City Council of the City of Grass Valley from time to time. When a plan or other data are required to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. Plan review fees will be in addition to building permit fees for building, electrical, mechanical, and plumbing work and shall be established by the City’s Building Division Fee Schedule established by resolution of the City Council. Where plans are incomplete or changed to require additional plan review, an additional plan review fee shall be charged in accordance with the schedule established by the City Council for such fee.

Section 109.2.1 “Reinspections” is hereby added to read as follows:

Section 109.2.1 Reinspections. A reinspection fee will be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. With regard to reinspection, if the work is not complete and correct at the first reinspection, a minimum reinspection fee which shall be established by resolution of the City Council from time to time, shall be charged for any and all subsequent re-inspections for the same work. To obtain a reinspection the applicant shall first pay the reinspection fee(s) which are established by resolution of the City Council. In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fee(s) have been paid.

Section 109.2.2 “Investigation Fee” is hereby added to read as follows:

Section 109.2.2 Investigation Fee. An investigation fee, in addition to the permit fee, shall be collected whether a permit is subsequently issued. The investigation fee shall be equal to one (1) times the amount of the permit(s) fees required by this code for a first violation and two (2) times the amount of the permit(s) fee(s) required by this code for any subsequent violation. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of either this code or the technical codes nor from any penalty prescribed by law.

Section 109.4 “Work Commencing Before Permit Issuance” is hereby amended to read as follows:

Section 109.4 Work Commencing Before Permit Issuance. Whenever any work for which a permit is required by this code has been commenced without first obtaining such permit, a special investigation shall be made before a permit may be issued for such work.

Section 113 “Means of Appeals” is amended, in its entirety, to read as follows:

Section 113 Means of Appeals

Section 113.1 General. The Construction Board of Appeals shall hear and decide appeals of orders, decisions or determinations made by the Building Official or the Chief of the Fire Department of the City of Grass Valley or an authorized representative relative to the application and interpretation of this Code and shall provide reasonable determinations of decisions rendered by the officials charged with the responsibility of enforcing the Building and Fire Codes adopted by the City of Grass Valley, as amended from time to time including, but not limited to those adopted pursuant to Chapter 15.02 of the Grass Valley Municipal Code. The Construction Board of Appeals may be appointed in accordance with section 113, or the City may utilize the Nevada County Building and Accessibility Standards Board of Appeals (County Board) to address appeals of this Code. Should the County Board be utilized to conduct an appeal hearing, the County’s adopted appeal process shall be utilized.

Section 113.2 Limitations on Authority. An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction has been proposed. The Construction Board of Appeals shall have no authority relative to interpretation of the administrative provisions of these codes nor shall the Board be empowered to waive requirements of these codes. Any cost for tests or research required by the Board to substantiate the claim of the appellant shall be the sole responsibility of the appellant.

Section 113.3 Qualifications. The Construction Board of Appeals shall consist of five (5) members, all of whom must be residents of Nevada County. The five (5) members shall consist of one (1) civil engineer (in the case of an appeal of an interpretation of the California Fire Code, the engineer shall be a fire protection engineer), one (1) architect and one (1) contractor, and two (2) persons representing the general public. All members shall be appointed by the city council. No city officer or employee shall serve on the Construction Board of Appeals. Three (3) appointees shall serve for four (4) years. Two (2) appointees shall serve for two (2) years. Thereafter, all appointees shall serve for four (4) years.

Section 113.4 Building Official Ex-Officio member. The Building Official for the City of Grass Valley shall be an ex-officio member of the Board, and shall act as secretary of said Board, but shall have no vote.

Section 113.5 Rules, Decisions, Legislative Recommendations. The Board shall adopt reasonable rules and regulations for conducting its investigations and render all decisions and findings in writing to the department head with a duplicate copy to the appellant.

Section 113.6 Appeals to Board. Any person aggrieved by a decision of the official charged with the responsibility of enforcing the respective codes may, within ten (10) working days of the decision, appeal to the Board of Appeals for a hearing. The appeal must be in writing and accompanied by a filing fee which shall be established by resolution of the City Council from time to time. The appeal shall be filed with the City Clerk and respective official. A form will be provided at the City Clerk's office. No other form shall be used. All supporting documents shall be submitted with the form at the time of filing the appeal.

Section 113.7 Hearing. The City Clerk shall schedule a hearing within fifteen (15) days of receiving the request for hearing and give notice of the time, place, and subject matter of the hearing on the appeal to the person filing the appeal, subject official whose decision is involved and each member of the Board. The hearing shall be informal. The Board shall announce its decision within five (5) days after the hearing has concluded.

Section 113.8 Finality of Decision. The decision of the Construction Board of Appeals hereunder shall be the final administrative decision, and no provision of any ordinance of the City shall be interpreted as permitting a further administrative appeal to the city council or any other city board or commission. Nothing in this section shall be interpreted as providing a request to the city council to amend any ordinance, a change in zoning classification, or an application for relief from a court.

Section 114 "Violations" is amended, in its entirety, to read as follows:

Section 114.1 Unlawful Acts. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building, structure, or building service equipment or cause or permit the same to be done in violation of this code and the technical codes as amended and adopted by the city. The use or occupancy of any building in violation of any of the provisions of this code or the technical codes as adopted by the city is declared to be a public nuisance and may be abated in the manner provided by law.

Section 114.2 Notice of Violation. The Building Official and his or her deputy inspectors shall be vested with the necessary powers and duties for the exclusive purpose of enforcing provisions of this Code and it shall be their duty to issue any warnings or citations for violations to serve a notice of violation or order on the person responsible for the erection, construction, alteration, expansion, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation. Any citation issued by the Building Official or deputy inspector shall state the time, date and place the person cited shall appear in court. The appearance date shall be at least ten (10) days after the date of the citation.

Section 114.3 Prosecution of Violation. If a notice of violation is not complied with as directed, the Building Official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code

or of the order or direction made pursuant thereto. The Building Official or the deputy inspectors in issuing any citation shall comply with the applicable provisions of the Penal Code Section 853.6 excepting that provision which requires arrest whenever a person has refused to sign the citation in which event neither the Building Official nor any deputy inspector shall take or attempt to take into custody any such person refusing to sign the citation.

Section 114.4 Violation Penalties. Any person who violates any of the provisions of this chapter is guilty of a misdemeanor punishable by a fine not to exceed one thousand (\$1,000.00) dollars or by imprisonment not to exceed one hundred eighty (180) days, or both fine and imprisonment. Each separate day or any portion thereof during which any violation occurs or continues is a separate offense. The application of the aforementioned penalty shall not be held to prevent the enforced removal of the prohibited conditions.

Section 1.11.2.1.1 of the General Code Provisions is amended to read as follows:

Section 1.11.2.1.1 The responsibility for enforcement of building standards adopted by the State Fire Marshal and published in the California Building Standards Code relating to fire and panic safety and other regulations of the Office of the State Fire Marshal shall be, except as provided in Section 1.11.2.1.2, as follows:

1. The City with jurisdiction in the area affected by the standard or regulation shall delegate the joint enforcement of the building standards relating to fire and panic safety and other regulations of the State Fire Marshal as they relate to Group R-3 occupancies, as described in Section 310.1 of Part 2 of the California Building Standards Code, to the following:
 - 1.1. The Chief of the Fire Department of the City of Grass Valley or an authorized representative.
 - 1.2. The Building Official of the City of Grass Valley or an authorized representative.

Section 1608 “Snow Loads” in Chapter 16 Volume II Structural Design is amended to read as follows:

Section 1608.2 Ground snow loads. The incorporated limits of the City of Grass Valley are declared a snow area. Buildings, other structures, and all portions thereof that are subject to snow loading shall be designed to resist snow loads. Except as provided in this section, snow load requirements shall be pursuant to California Building Code Section 1608. In no case may the roof snow load be less than 34.2 psf. (Based on 49 psf. Ground Snow Load).

Section J103 “Permits Required” of Appendix J is hereby amended to read as follows:

Section J103.1 Permits required. Except as exempted in Section J103.2, no grading shall be performed without first having obtained a permit therefor from the City of Grass Valley City Engineer or authorized representative. All approved grading plan submittals shall be included as part building permit plan submittals prior to the issuance of the building permit by the Building Official. A grading permit does not include the construction of retaining walls or other structures.

1. Joint enforcement of the building standards relating to Grading Appendix J, Volume II of the 2025 California Building Code of Part 2 of the California Building Standards Code and the City of Grass Valley Development Code, Title 17, Article 6, “Site Development Regulations”.
 - 1.1. The City Engineer of the City of Grass Valley or an authorized representative.
 - 1.2. The Building Official of the City of Grass Valley or an authorized representative.

15.06.030 Amendments to the 2025 California Residential Code. Set forth below are the local amendments, additions and deletions to the 2025 California Residential Code. Chapter and Section numbers used herein are those listed in the 2025 California Residential Code.

Section R309.3.1.3 “Alarm Required” is hereby added and shall read as follows:

Section R313.3.1.3 Alarm required. Local water flow alarms shall be provided on all fire sprinkler systems required by this code and must be in accordance with *NFPA 72, “National Fire Alarm and Signaling Code”*

15.06.040 Amendments to the 2025 California Electrical Code. Set forth below are the local amendments, additions and deletions to the 2025 California Electrical Code. Chapter and Section numbers used herein are those listed in the 2025 Electrical Code.

Section 89.108.4.2 “Fees” is hereby amended to read as follows:

Section 89.108.4.2 Fees. Subject to other provisions of law, the governing body of any city, county or city and county may prescribe fees to defray the cost of enforcement of rules and regulations promulgated by the Department of Housing and Community Development. The amount of the fees shall not exceed the amount reasonably necessary to administer or process permits, certificates, forms, or other documents, or to defray the costs of enforcement. For additional information, see State Housing Law, Health and Safety Code, Division 13, Part 1.5, Section 17951 and California Code of Regulations, Title 25, Division 1, Chapter 1, Subchapter 1, Article 3, commencing with Section 6.

Section 89.108.4.2 “Fees” is hereby amended to read as follows:

Section 89.108.4.2 Permit Fees. All permit fees to include Building, Electrical, Mechanical, Plumbing, and Grading permit fees shall be in accordance with the schedule of fees adopted by resolution of the City Council of the City of Grass Valley.

Section 89.108.4.3 “Plan Review Fee” is hereby added to read as follows:

Section 89.108.4.3 Plan Review Fee. When a plan or other data are required to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. Plan review fees will be in addition to building permit fees for building, electrical, mechanical and plumbing work and shall be established by the City’s Building Division Fee Schedule established by resolution of the City Council. The plan review fee for grading shall be in accordance with the schedule established by the City Council. Where plans are incomplete or changed to require additional plan review, an additional plan review fee shall be charged in accordance with the schedule established by the City Council for such fee.

15.06.050 Amendments to the 2025 California Mechanical Code. Set forth below are the local amendments, additions and deletions to the 2025 California Mechanical Code. Chapter and Section numbers used herein are those listed in the 2025 Mechanical Code.

Section 104.5 “Fees” is hereby amended to read as follows:

Section 104.5 Fees. All permit fees to include Building, Electrical, Mechanical, Plumbing, and Grading permit fees shall be in accordance with the schedule of fees adopted by resolution of the City Council of the City of Grass Valley.

Section 104.3.2 “Plan Review Fee” is hereby amended to read as follows:

Section 104.3.2 Plan Review Fee. When a plan or other data are required to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. Plan review fees will be in addition to building permit fees for building, electrical, mechanical and plumbing work and shall be established by the City’s Building Division Fee Schedule established by resolution of the City Council. The plan review fee for grading shall be in accordance with the schedule established by the City Council. Where plans are incomplete or changed to require additional plan review, an additional plan review fee shall be charged in accordance with the schedule established by the City Council for such fee.

Section 107.0 “Board of Appeals” is hereby amended to read as follows:

Section 107.0 Board of Appeals. Refer to Title 15, Section 15.06.020 of the City of Grass Valley Municipal Code.

15.06.060 Amendments to the 2025 California Plumbing Code. Set forth below are the local amendments, additions and deletions to the 2025 California Plumbing Code. Chapter and Section numbers used herein are those listed in the 2025 Plumbing Code. The listed sections and subsections are hereby amended as follows:

Section 104.5 “Fees” is hereby amended to read as follows:

Section 104.5 Fees. All permit fees to include Building, Electrical, Mechanical, Plumbing, and Grading permit fees shall be in accordance with the schedule of fees adopted by resolution of the City Council of the City of Grass Valley.

Section 104.3.2 “Plan Review Fee” is hereby amended to read as follows:

Section 104.3.2 Plan Review Fee. When a plan or other data are required to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. Plan review fees will be in addition to building permit fees for building, electrical, mechanical, and plumbing work and shall be established by the City’s Building Division Fee Schedule established by resolution of the City Council. The plan review fee for grading shall be in accordance with the schedule established by the City Council. Where plans are incomplete or changed to require additional plan review, an additional plan review fee shall be charged in accordance with the schedule established by the City Council for such fee.

Section 107.0 “Board of Appeals” is hereby amended to read as follows:

Section 107.0 Board of Appeals. Refer to Title 15, Section 15.06.020 of the City of Grass Valley Municipal Code.

15.06.070 Amendments to the 2024 International Swimming Pool Code. Set forth below are the local amendments, additions and deletions to the 2024 International Swimming Pool Code. Chapter and Section numbers used herein are those listed in the 2024 International Swimming Pool Code. The listed sections and subsections are hereby amended as follows:

1. Where the term *International Building Code* is used it shall be replaced with the term *California Building Code*.
2. Where the term *International Residential Code* is used it shall be replaced with the term *California Residential Code*.
3. Where the term *International Plumbing Code* is used it shall be replaced with the term *California Plumbing Code*.
4. Where the term *International Energy Conservation Code* is used it shall be replaced with the term *California Energy Code*.
5. Where the term *International Fire Code* is used it shall be replaced with the term *California Fire Code*.
6. Where the term *International Fuel Gas Code* is used it shall be replaced with the term *California Plumbing Code*.
7. Where the term *International Mechanical Code* is used it shall be replaced with the term *California Mechanical Code*.
8. Where the term *NFPA 70* is used it shall be replaced with the term *California Electrical Code*.

Section 101.1 “Title” is hereby amended to read as follows:

Section 101.1 Title. These regulations shall be known as the International Swimming Pool and Spa Code of the City of Grass Valley hereinafter referred to as “this code.”

Section 109.1 “Fees” is hereby amended to read as follows:

Section 109.1 Fees. All permit fees to include Building, Electrical, Mechanical, Plumbing, and Grading permit fees shall be in accordance with the schedule of fees adopted by resolution of the City Council of the City of Grass Valley.

Section 109.1.1 “Plan Review Fee” is hereby added to read as follows:

Section 109.1.1 Plan Review Fee. When a plan or other data are required to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. Plan review fees will be in addition to building permit fees for Building, Electrical, Mechanical, Plumbing, and Grading permit fees and shall be in accordance with the schedule of fees adopted by resolution of the City Council of the City of Grass Valley.

Section 112.1 “Means of Appeal” is hereby amended to read as follows:

Section 112.1 Means of Appeal. Refer to Title 15, Section 15.06.020 of the City of Grass Valley Municipal Code.

SECTION 7. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 8. Effective Date. This Ordinance shall be in full force and effect after its passage, but no sooner than January 12, 2023.

SECTION 9. Publication. The City Clerk is hereby ordered and directed to cause this Ordinance to be published in the manner and time required by law.

INTRODUCED and first read on this 7th day of December 2022

PASSED AND ADOPTED this 13th day of January 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

/s/ _____
Hilary Hodge, Mayor

ATTEST:

/s/ _____
Taylor Whittingslow, Deputy City Clerk

APPROVED AS TO FORM:

/s/ _____
Michael Colantuono, City Attorney

PUBLISH DATE: _____



City of Grass Valley City Council Agenda Action Sheet

Title: Downtown Parking

CEQA: Exempt - existing facilities

Recommendation: That Council hear a presentation from staff and stakeholders and direct the City Manager to: (1) implement paid parking at the Pioneer Village Parking Lot (Neal and South Auburn Streets), South Church Street Parking Lot (Neal and South Church Streets) and the South Auburn Street Parking Lot (100 South Auburn Street, also known as the 'Union Square' Parking Lot); (2) adopt resolution R2025-46 setting the cost of parking to one dollar (\$1.00) for the first two hours and two dollars (\$2.00) for each hour thereafter, setting the days of the week for paid parking to be Monday-Saturday, and setting the time of day for paid parking to be from 8AM to 6PM; (3) authorize the police department to hire one additional police officer I/II position to administer the program; and (4) direct staff to make necessary budget adjustments to account for anticipated revenues and expenses to implement the program

Prepared by: Alexander K. Gammelgard, Chief of Police

Council Meeting Date: 11/12/2025

Date Prepared: 10/30/2025

Agenda: Administrative

Background Information: Parking convenience, availability, and turnover has long been an issue in the downtown business improvement district, namely on the streets and in off-street parking lots adjacent to the 100 block of Mill Street. Merchants and visitors alike have expressed concerns with parking availability. As evidenced during large-scale downtown events, there is ample parking in the general area, but convenient parking remains a challenge. The availability of convenient parking adds benefit to merchants and visitors.

Some businesses in the downtown area have private parking available either as part of the parcel on which they operate, or through shared agreements with other businesses. However, a large number of merchants and employees utilize on and off-street parking, often in close proximity to the downtown core, restricting available convenient spaces for visitors. Nearly all parking in the downtown area is restricted with similar time-based restrictions of 3-hour parking limits or by use of permit parking in designated lots. This includes parking options closest to the downtown core. Some of the most convenient off-street parking is in the South Church Street Parking Lot as well as the South Auburn Street (Union Square) Parking Lot. Combined, those two lots consist of 154 spaces, of which 7 are ADA designated. The Pioneer Village Lot, which has been a paid/permit lot for a few years, consists of 20 regular spaces, 12 permit spaces, and 2 ADA designated spaces.

Recently, the Grass Valley Downtown Association (GVDA) conducted surveys of

downtown merchants to gather input related to parking. The purpose of this outreach was to provide the City Council with a clear understanding of merchant perspectives and priorities as the City considers future parking options.

The GVDA's intent was to help shape a parking strategy that is simple, consistent, and easy to understand — one that:

- Increases the availability of premium parking spaces through higher turnover
- Encourages employees to park in longer-term areas farther from the downtown core
- Enhances safety and wayfinding for all users of the downtown area

Feedback from merchants reflected a range of ideas and opinions about how to improve parking management and enforcement downtown. Options discussed included exploring limited paid parking in high-demand lots such as the South Church Street and South Auburn Street (Union Square) lots, as well as strengthening parking enforcement and potentially re-establishing a downtown police liaison.

The GVDA believes a more consistent and visible parking presence downtown would not only improve compliance but could also enhance community engagement and safety through regular patrols and direct interaction with businesses and visitors.

In a recent [Operational Needs Assessment](#) completed by Dixon Resources Unlimited for the City, and presented to Council on 03/11/2025, the need for consistent enforcement as well as parking space pricing to force turnover was identified. The report read, "The City has low compliance with downtown time limits and permit parking regulations. While the City has elements in place to improve compliance, including technology for license plate-based enforcement and an escalating fine schedule, it lacks dedicated parking enforcement resources." The report continued, saying that "parking supply in downtown Grass Valley is generally sufficient to meet the observed demand. Turnover concerns can be addressed by balancing utilization, ensuring that premium spaces experience the most turnover while longer stays are directed to spaces farther from key destinations." A pay-to-park model, coupled with enforcement, will enhance compliance and turnover.

The goal of this program is to create parking turnover in premium parking lots by way of the most efficient method(s) possible. Adding affordable and convenient paid parking in two of the most central and largest parking facilities will drive turnover and provide the opportunity for centralized kiosk-based pay options. In addition, technology will be leveraged through the availability of an integrated mobile phone-based payment app. The revenue generated from paid parking lots will be utilized for program expenses. Any excess revenue will be utilized for future staff, program, or parking improvement projects.

It should also be noted that this approach seeks to enhance parking availability for individuals with disabilities. Under state law, vehicles displaying a disabled person placard or plate may park in any space for free. The increased turnover in the premium parking lots, particularly at S. Church Street, aims to increase disabled persons access to Mill Street and the downtown core.

Council Goals/Objectives: The execution of this action attempts to achieve Strategic Goal #2 - Transportation; # 4 Economic Development and Vitality; and, #6 - Exceptional Public Safety

Fiscal Impact: Revenue from paid parking is expected, on an annual basis, to offset the expenses of program administration (equipment, software, supplies, etc.) as well as pay for the addition of 1 FTE police officer I/II position. Any excess revenues will be allocated to program staff, program expenses and/or parking improvements.

Attachments:

- R2025-46 setting paid parking fees
- Overhead image of parking lots in the downtown area

Funds Available: Yes.

Account #: 100-44400 Revenue & 100-201 Expense

Reviewed by: City Manager

RESOLUTION NO. 2025-46**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY SETTING PARKING FEES IN DESIGNATED MUNICIPAL OFF-STREET PARKING LOTS**

WHEREAS, Article XI, section 5, of the California Constitution authorizes the City to make and enforce all ordinances and regulations regarding municipal affairs;

WHEREAS, Article XI, section 7, of the California Constitution authorizes the City to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws;

WHEREAS, Article III of the City Charter authorizes the City to make and enforce all laws and regulations regarding municipal affairs, and to exercise any and all rights, powers and privileges established, granted or prescribed by any law of the state, by the City Charter, or by other lawful authority, or which a municipal corporation might or could exercise under the California Constitution; and

WHEREAS, the City Council adopted Ordinance 836 on September 9, 2025, an amendment to Chapter 10.48 of the Grass Valley Municipal Code ("GVMC") regulating the use of off-street parking lots;

WHEREAS, Chapter 10.48 of the GVMC establishes the method of regulation and control of use of off-street parking lots, including the use of paid parking devices in section 10.48.030, as amended by Ordinance 836;

WHEREAS, the City Council hereby establishes the use of paid parking devices to regulate parking time in the Pioneer Village Parking Lot (Neal and South Auburn Streets), South Church Street Parking Lot (Neal and South Church Streets) and the South Auburn Street Parking Lot (100 South Auburn Street, also known as the 'Union Square' Parking Lot);

WHEREAS, Article XIII C, section 1, subdivision (e), of the California Constitution provides that a "tax" does not include: (1) a charge imposed for a specific government service provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service, and (2) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations,

inspections, and audits, and the administrative enforcement and adjudication thereof; and

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

SECTION 1. The foregoing recitals are each true and correct and incorporated herein by this reference.

SECTION 2. The City Council hereby sets the cost of parking in the Pioneer Village Parking Lot (Neal and South Auburn Streets), South Church Street Parking Lot (Neal and South Church Streets) and the South Auburn Street Parking Lot (100 South Auburn Street, also known as the 'Union Square' Parking Lot) at the following rates, effective January 1, 2026 or anytime thereafter upon installation of paid parking devices:

0-2 hours:	One dollar (\$1.00) per hour
Each hour thereafter	Two dollars (\$2.00) per hour

SECTION 3. The City Council hereby sets the day of the week for paid parking in the Pioneer Village Parking Lot (Neal and South Auburn Streets), South Church Street Parking Lot (Neal and South Church Streets) and the South Auburn Street Parking Lot (100 South Auburn Street, also known as the 'Union Square' Parking Lot) to be Monday – Saturday.

SECTION 4. The City Council hereby sets the time of day for paid parking in the Pioneer Village Parking Lot (Neal and South Auburn Streets), South Church Street Parking Lot (Neal and South Church Streets) and the South Auburn Street Parking Lot (100 South Auburn Street, also known as the 'Union Square' Parking Lot) to be from 8AM to 6PM.

SECTION 5. The adoption of this Resolution is not a project within the meaning of Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly. The adoption of this Resolution is also exempt from CEQA by CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that prohibiting certain use of wheeled devices in the downtown core may have a significant effect on the environment.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Resolution and shall cause the same to be published or posted according to law.

ADOPTED as a Resolution of the Council of the City of Grass Valley at a meeting thereof held on the 12th day of November 2025 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Hilary Hodge, Mayor

ATTEST:

Taylor Whittingslow, City Clerk

APPROVED TO FORM:

David Runderman, City Attorney

