



GRASS VALLEY

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

Tuesday, November 12, 2024 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 Jan Arbuckle, Vice Mayor Hilary Hodge, Councilmember Bob Branstrom,
Councilmember Haven Caravelli, 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 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. 2024 Nevada County Toy Run Proclamation
2. November 2024 National Hospice and Palliative Care Month Proclamation
3. Selected for awarding of an Active Transportation Program Grant for Wolf Creek Trail.

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

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

4. Approval of the Regular Meeting Minutes of October 22, 2024

Recommendation: Council approve minutes as submitted.

5. Contract with California Consulting for Grant Writing Services

CEQA: Not a project

Recommendation: The Council authorizes the City Manager to enter into an agreement with California Consulting for grant writing services in the amount of \$52,800, subject to legal review.

6. Consent to Transfer of Ownership in Springhill Gardens Apartments pursuant to the Loan Agreement with Springhill Gardens Associates, L.P.

CEQA: Not a project

Recommendation: That the Council approve in its capacity as the legislative body of the Successor Agency to the Grass Valley Redevelopment Agency the requested transfer of ownership interest in the Springhill Gardens Apartments Complex pursuant to the Loan Agreement by and between the City of Grass Valley Redevelopment Agency and Springhill Gardens Associates, L.P., dated October 1, 2008.

7. Nevada County Multi-Jurisdictional All Hazard Pre-Disaster Mitigation Plan

CEQA: Not a project as defined by the Public Resources Code section 21065 and CEQA Guidelines sections 15060 and 15378.

Recommendation: That Council adopt Resolution 2024-78 to adopt and approve the Nevada County Multi-Jurisdictional All Hazard Pre-Disaster Mitigation Plan

8. Loma Rica Ranch Subdivision - Approve Final Maps

CEQA: N/A - Not A Project/ Administrative Action

Recommendation: That Council 1) approve the Final Maps 18PLN-45 for the Loma Rica Ranch Subdivision, Phase 1, Phase 2, and Phase 3; 2) approve Resolution 2024-77, accepting all the dedications of real property for public purposes and public utility easements; and 3) authorize the Mayor to execute a Subdivision Improvement Agreement, subject to legal review.

9. Loma Rica Ranch - Accept Open Space Dedication

CEQA: Exempt - Not a Project

Recommendation: That Council 1) accept a Grant Of Open Space Land (“Agreement”) across portions of the Loma Rica Ranch property, 2) authorize the City Manager to execute the Agreement, subject to legal review, and 3) authorize the City Clerk to sign the Certificate of Acceptance for the grant deed.

10. Administrative EMS Coordinator

CEQA: Not a project

Recommendation: That Council approve an updated job description for Administrative EMS Coordinator

11. 2025 Annual Measure E Street Rehabilitation 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.

12. Community Risk Reduction Manager

CEQA: Not a Project

Recommendation: That Council 1) review and approve the job description and associated salary schedule for the Community Risk Reduction Manager, subject to legal review; 2) approve adding the Community Risk Reduction Manager to the allotted/authorized City positions; 3) review the proposed agreements (including Appendix A) for the Community Risk Reduction Manager position; 4) authorize the City Manager to execute the Community Risk Reduction Manager agreement subject to legal review; and 5) authorize the Administrative Services Director to make any necessary budget adjustments and/or amendments to complete these actions.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

13. Loma Rica Landscaping and Lighting District - Annexation 2024-1

CEQA: N/A - Not A Project/ Administrative Action

Recommendation: That Council 1) conduct a public hearing regarding annexation of the Zone VI Loma Rica Ranch Annexation No 2024-1 into the Residential Landscaping and Lighting District No. 1988-2; and 2) order the City Clerk to tabulate the ballot and provided there is not a majority protest, adopt Resolution 2024-76 ordering annexation of property to Residential Landscaping and Lighting District No. 1988-2, levying assessments for fiscal year 2025-2026 and ordering maintenance services.

14. PG&E Rule 20A Project - Utility District Formation and Intra County Donation

CEQA: N/A - Not A Project/ Administrative Action

Recommendation: That Council 1) hold a public hearing and consider public feedback on the formation of a new Underground Utility District on La Barr Meadows Road; 2) adopt Resolution 2024-75 establishing the La Barr Meadows Road Underground Utility District; 3) accept an Intra-County donation of \$1.5million in PG&E Rule 20A funds from Nevada County; and 4) authorize the City Manager to sign a Memorandum of Understanding with Nevada County regarding the transfer of Rule 20A funds.

15. Update Municipal Code Section 8.16 Fire Control Regulations

CEQA: Not a project

Recommendation: That Council: 1) introduce and adopt urgency ordinance 831 repealing Municipal Code Chapter - 8.16 Fire Control Regulations and replacing with new Municipal Code Chapter 8.16 Fire Control Regulations, waive the full reading and read by title only, 2) introduce ordinance 832 repealing Municipal Code Chapter - 8.16 Fire Control Regulations and replacing with new Municipal Code Chapter 8.16 Fire Control Regulations, waive the full reading and read by title only

ADMINISTRATIVE

16. Highway 49 Overpass Transportation Art Project

CEQA: Not a project

Recommendation: That Council 1) direct staff to proceed with the process of a transportation art project application at the proposed site; 2) give feedback on the proposed renders as submitted; 3) solicit public comment on this item as required by the Caltrans Transportation Art process; 4) direct staff to put the renderings and application through the City's mural process.

17. Downtown Parking

CEQA: Not a Project

Recommendation: That Council 1) authorize a contract with Dixon Resources Unlimited for \$22,940.00 for parking consultant services; 2) authorize the City Manager to execute the agreement, subject to legal review; and 3) authorize the Administrative Services Director to transfer funds from the FY 2024/25 contingency to fund the proposed agreement.

BRIEF REPORTS BY COUNCIL MEMBERS

CONTINUATION OF PUBLIC COMMENT

ADJOURN

POSTING NOTICE

This is to certify that the above notice of a meeting of The City Council, scheduled for Tuesday, November 12, 2024 at 6:00 PM was posted at city hall, easily accessible to the public, as of 5:00 p.m. Thursday, November 7, 2024.

Taylor Whittingslow, City Clerk



PROCLAMATION

HONORING THE NEVADA COUNTY 33rd ANNUAL FOOD AND TOY RUN

Whereas, the Nevada County Food and Toy Run this year celebrates its 33rd anniversary of bringing motorcyclists to the Gold Country on Saturday December 14th, 2024

Whereas, since its inception in 1991, the Nevada County food and Toy Run has gained the reputation as the safest Toy Run in Northern California, and one that has never changed its date or been canceled; and

Whereas, over the last 33 years, the Nevada County Food and Toy Run has gained the trust and support of the cities of Grass Valley and Nevada City the Nevada County Board of Supervisors and all branches of local law enforcement; and

Whereas, The Nevada County food and Toy Run is both the Head Start single biggest event of making sure their families have a Christmas with food and toys, as well as many local community families, for all; and

Whereas, the Nevada County Food and Toy Run was the first Toy Run to have the families there, so the motorcyclists could watch their toys being picked up by the kids which has become the highlight for most of the riders; and

Whereas, the Thirty-second annual Nevada County Food & Toy Run will be held December 14, 2024. 1,500 motorcyclist will be escorted from the Eric Rood Center, through Nevada City and Grass Valley, and end up at the Nevada County Fairgrounds to celebrate the event. The toy run is expecting six to seven hundred families to receive a holiday meal, gifts and extra food.

Whereas, the Nevada County Food and Toy Run Board of Directors thank the City of Grass Valley for helping to restore the traditional route of the Toy Run, and thank the partnerships with Interfaith Food Ministries, The Nevada County Food Bank and several local grocery stores and businesses, as well as the community for their donations and support,

Now, Therefore, by the Mayor and Council of the City of Grass Valley, that the individuals involved with the Toy Run to be recognized for their efforts in providing food and toys to needy families during the Holiday Season. Dated this 12th day of November 2024

Dated this 12th day of November 2024

Jan Arbuckle, Mayor

Hilary Hodge, Vice Mayor

Bob Branstrom, Council Member

Haven Caravelli, Council Member

Thomas Ivy, Council Member



PROCLAMATION

National Hospice and Palliative Care Month – November 2024

WHEREAS, for more than 40 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, the hospice model involves an interdisciplinary, team-oriented approach to treatment, including expert medical care, quality symptom control, and comprehensive pain management as a foundation of care;

WHEREAS, beyond providing physical treatment, hospice attends to the patient’s emotional, spiritual and family needs, and provides family services such as respite care and bereavement counseling;

WHEREAS, since its conception, the hospice benefit’s holistic approach has helped patients prepare for and face death, and their loved ones carry on supported in the wake of it;

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

WHEREAS, in an increasingly fragmented and broken healthcare system, 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 2020;

WHEREAS, 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 2024 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 2024

Jan Arbuckle, Mayor

Hilary Hodge, Vice Mayor

Bob Branstrom, Council Member

Haven Caravelli, Council Member

Thomas Ivy, Council Member



GRASS VALLEY

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

Tuesday, October 22, 2024 at 6:00 PM

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

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

E-Mail: info@cityofgrassvalley.com

Web Site: www.cityofgrassvalley.com

MINUTES

CALL TO ORDER

Meeting called to order at 6:02 pm.

PLEDGE OF ALLEGIANCE

Mayor Arbuckle led the pledge of allegiance.

ROLL CALL

PRESENT

- Councilmember Bob Branstrom
- Councilmember Haven Caravelli
- Councilmember Tom Ivy
- Vice Mayor Hilary Hodge
- Mayor Jan Arbuckle

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

Motion made to approve agenda as submitted by Councilmember Ivy, Seconded by Vice Mayor Hodge.

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

REPORT OUT OF CLOSED SESSION

No closed session.

INTRODUCTIONS AND PRESENTATIONS

1. Presentation from Gold Country Senior Services

PUBLIC COMMENT -

Virtual Public Comment attached.

In-person public comment: Speakers 1 through 10.

CONSENT ITEMS -

Assistant City Attorney David Ruderman clarified the minutes and how they reflected that Resolution 2024-73 supporting Prop 64 did pass by a 2-1-1 vote per Robert's Rule of Order.

Staff requested that item # 3 be pulled from the agenda for discussion.

Motion made to approve consent with the noted changes by Councilmember Branstrom, Seconded by Councilmember Caravelli.

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

2. Approval of the Regular Meeting Minutes of October 8th, 2024.

Recommendation: Council approve minutes as submitted.

3. Inspection of Multiple Unit Buildings intended for Human Occupancy Policy

CEQA: Not a project

Recommendation: That the City Council approve the Policy for Inspection of Multiple-Unit Buildings Intended for Human Occupancy, establishing procedures for the inspection and enforcement of health and safety standards in multi-unit buildings, in compliance with applicable California Health & Safety Code sections.

4. Ticket and Pass Distribution Policy

CEQA: Not a project.

Recommendation: That the City Council approve the Ticket and Pass Distribution Policy, ensuring that all tickets and passes distributed by the City are used in furtherance of public purposes, in compliance with the Fair Political Practices Commission (FPPC) regulations under Section 18944.1.

5. Finance Department Restructuring

CEQA: Not a Project

Recommendation: That Council 1) review and approve the proposed reorganization of the Finance Departments; 2) approve the job description and associated salary schedule for the Finance Director and Deputy Finance Director, subject to legal review; 3) approve adding the Finance Director and Deputy Finance Director to the allotted/authorized City positions; 4) review the proposed agreements (including Appendix A) for the Finance Director and Deputy Finance Director positions; 5) authorize the City Manager to execute the Finance Director and/or Deputy Finance Director agreement(s) subject to legal review; and 6) authorize the Administrative Services Director to make any necessary budget adjustments and/or amendments to complete these actions.

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

6. .Second reading of an ordinance amending 10.64.010, 10.64.020, and 10.64.030 of Chapter 10.64 of Title 10 and adding section 12.16.040 to Chapter 12.16 of Title 12 of the Grass Valley Municipal Code regulating the use of wheeled devices

CEQA: Not a project

Recommendation: That council 1) hold second reading and adopt Ordinance 830, and 2) adopt Resolution 2024-74 directing the posting of signs prohibiting wheeled device in the downtown area.

Alex Gammelgard, Police Chief, gave an overview and clarification to the council of the proposed Ordinance.

Motion to 1) hold a second reading and adopt Ordinance 830, and 2) adopt Resolution 2024-74 directing the posting of signs prohibiting wheeled devices in the downtown area by Councilmember Branstrom, Seconded by Vice Mayor Hodge.
Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge, Mayor Arbuckle

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

7. Historical Commission Quarterly Update and Request

CEQA: Not a project

Recommendation: That Council 1) Accepts Plaque Language for the Firehouse on Main Street and Mill Street Parking Lot, 2) Directs staff to move forward with landmark submission for the Firehouse on Main Street and Mill Street Parking Lot, and 3) Receives update from Historical Commission.

Terry McAteer, Historical Commissioner, gave the update to the council.

Tom Ivy recused himself from the discussion of the Mill Street Parking Lot Landmark Submission.

A motion was made to 1) Accept Plaque Language for the Mill Street Parking Lot, 2) Direct staff to move forward with landmark submission for the Mill Street Parking Lot by Vice Mayor Hodge, Seconded by Councilmember Branstrom.

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

Voting Abstaining: Councilmember Ivy

Tom Ivy rejoined the Council.

Motion made to 1) Accept Plaque Language for the Firehouse on Main Street, 2) Direct staff to move forward with landmark submission for the Firehouse on Main Street by Vice Mayor Hodge, Seconded by Councilmember Branstrom.

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

BRIEF REPORTS BY COUNCIL MEMBERS

Councilmember Ivy participated in monitoring the watershed at Wolf Creek and remediating salmon in South Fork. Councilmember Branstrom attended the Contractor Associations Career Day, The Arts Events, and the Cal Cities Conference. Councilmember Caravelli attended the Trades Day event, Sierra Harvest Lunch-in, meeting with Jada Windows, ERC executive board meeting, Castles Company, and welcoming Roque Barrera to the city staff

as the Fire Marshal. Vice Mayor Hodge attended the League of California Cities Conference. Mayor Arbuckle attended the Cal Cities Conference and announced the upcoming safe trick or Treat, Dog Mob, and Family fun day at the Center for the Arts.

CONTINUATION OF PUBLIC COMMENT

ADJOURN

The meeting adjourned at 7:30 pm

Jan Arbuckle, Mayor

Taylor Whittingslow, City Clerk

Adopted on: _____

Taylor Whittingslow

From: YAH00 [REDACTED]
Sent: Friday, October 4, 2024 12:50 PM
To: Public Comments
Subject: Dee Mautino Park

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

I am writing to protest the development of Dee Mautino Park. As residents of Alta Vista Ave for many years we utilize the park on almost a daily basis for walking and enjoying. There would not be much enjoyment of the park if the trees are cut down. When this park was built we had reservations about it but have grown to enjoy the park. This was proposed to the residence as a park not as a site for Non profit development.

Please do not ruin this park by allowing this development and cutting down the trees.

Sincerely
Gary and Juanice Plunkett
13821 Alta Vista Ave
Grass Valley CA 95945

Taylor Whittingslow

From: Nevada County Sunrise [REDACTED]
Sent: Tuesday, October 8, 2024 4:11 PM
To: Public Comments
Subject: Sunrise Movements Opposition to Agenda Item 7

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

Nevada County Sunrise Movement is a youth led climate organization focusing on mobilizing the youth to defend the planet. As climate conscious youth we want to express extreme opposition to agenda item 7. The resolution which is being proposed included the language “No person shall ride, use or operate a bicycle, skateboard, scooter (with or without an electric motor), rollerblades, roller skates, or similar wheeled device not necessary for mobility upon any street, sidewalk, or public right of way within the downtown core boundaries” this language states a proposed ban on riding a bike within downtown Grass Valley. As climate advocates this is incredibly concerning as cars are one of the most destructive things for the environment, and forcing the usage of cars by way of criminalizing alternatives is extremely concerning.

Instead of criminalizing alternatives to cars, we should be encouraging them. Public funds should be used to construct more bike lines, bike racks, and other bike infrastructure that is necessary to remove city residents reliance on person automobiles.

Please do not support this resolution, and instead support climate positive actions.

Taylor Whittingslow

From: Kathleen Smith <info@cityofgrassvalley.com>
Sent: Thursday, October 17, 2024 3:18 PM
To: COGV General Voicemail
Subject: Form submission from: Contact us



10/17/2024 - 3:17pm

City of Grass Valley »

WEBFORM SUBMISSION

Submitted by anonymous user: [75.26.160.88]

Your name:
Kathleen Smith

Your e-mail:

[REDACTED]

[REDACTED]

Message:

Please install a lit crosswalk and a light pole in front of the Veteran's Hall, especially when there is a event there. I drove by, it was very dark, people were trying to cross the street. No one, but myself stopped for them. They had dark clothing. Please, my 2 dear friends were killed on the corner of Race St. And So. Auburn St. You put a speed hump. This needs to be addressed before we have more people killed or injured.

Attachment(s) (if applicable):

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

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City of Grass Valley City Council Agenda Action Sheet

Title: Contract with California Consulting for Grant Writing Services

CEQA: Not a project

Recommendation: The Council authorizes the City Manager to enter into an agreement with California Consulting for grant writing services in the amount of \$52,800, subject to legal review.

Prepared by: Taylor Whittingslow, Deputy City Manager

Council Meeting Date: 11/12/2024

Date Prepared: 11/7/2024

Agenda: Consent

Background Information:

The City of Grass Valley issued a Request for Proposal (RFP) on August 22, 2024, seeking a qualified professional entity that could provide comprehensive grant writing services. The city's goal was to secure additional funding through grants for various projects that align with Council's priorities. The RFP outlined requirements, including funding needs assessment, grant research, grant proposal development, and ongoing reporting.

Following the closing date, City staff evaluated proposals and interviewed the top three candidates, ultimately recommending California Consulting as the most qualified vendor.

California Consulting has a demonstrated history of success in grant writing services, securing over \$1.6 billion in grants for its clients since its establishment in 2004. The company has extensive experience with municipal clients across California and has successfully facilitated grant acquisition across multiple sectors, including economic development, public safety, infrastructure, and parks.

California Consulting's proposal includes:

- **Funding Needs Assessment and Strategy:** Initial and ongoing meetings with City departments to align funding priorities and identify applicable grant opportunities.
- **Grant Research and Monitoring:** Continuous tracking of federal, state, and private grant opportunities that fit the City's projects and priorities.
- **Grant Proposal Development:** Comprehensive grant writing services, including gathering information, preparing narratives, managing timelines, and ensuring timely submission.
- **Grant Administration:** Post-award support, including progress reporting and compliance with grant requirements.

- **Monthly Reporting:** Detailed monthly reports summarizing grant activities, time expended, and project statuses, ensuring transparency and accountability.

California Consulting's qualifications, experience, and proactive approach align well with the City's funding goals. Staff recommends entering into an agreement with California Consulting to support the City's funding needs through expert grant writing and management services.

1. Proposal from California Consulting
2. RFP Document

Council Goals/Objectives: This works towards achieving/maintaining Strategic Plan goals - Community & Sense of Place, and Economic Development and Vitality.

Fiscal Impact: The proposed contract with California Consulting includes a fixed monthly rate of \$4,400, which aligns with the budget for grant writing services.

Funds Available: Yes

Account #: 100-102-51110

Reviewed by: City Manager

Attachments:

1. Proposal from California Consulting
2. RFP Document

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of Grass Valley / California Consulting, INC.)

1. IDENTIFICATION

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

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Grant writing.**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant risk of the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s September 13, 2024 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Taylor Whittingslow, Deputy City Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.
- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Fifty-Two thousand and eight hundred dollars (\$52,800.00)
- 3.5. “Commencement Date”: 12/1/2024
- 3.6. “Termination Date”: 11/30/2024

4. CAMPAIGN CONTRIBUTIONS

This Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires Consultant to disclose any campaign contribution by the Consultant or the Consultant’s agent to City Councilmembers or other City officials of more than \$250 in the aggregate in the preceding 12 months. If such contributions have been made, Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form with Consultant’s execution of this Agreement. If not, the Campaign Disclosure Form need not be completed and returned to the City.

5. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 17 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

6. CONSULTANT’S DUTIES

- 6.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 6.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 6.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 6.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 6.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in

any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

- 6.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 6.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Taylor Whittingslow shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 6.8. **Substitution of Personnel.** Naming any persons in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 6.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits, and building and safety permits and inspections.
- 6.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 6.11. **Records.** Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code § 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

7. SUBCONTRACTING

- 7.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed other than by an amendment to this Agreement.
- 7.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 7.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed, and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing.
- 7.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes to or for any subcontractors.

8. COMPENSATION

- 8.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by the Agreement Administrator in advance.
- 8.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 8.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 8.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts in an invoice submitted by Consultant.
- 8.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment to this Agreement. Consultant shall not undertake any such work without prior written approval of the Project Administrator.

- 8.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 8.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 12, City shall have the right to withhold payments under this Agreement to offset that amount.

9. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

10. OWNERSHIP OF WRITTEN PRODUCTS

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

11. RELATIONSHIP OF PARTIES

- 11.1. **General.** Consultant shall be a wholly independent contractor to the City under this Agreement.
- 11.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or to otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent in any manner that it is, or that any of its agents or employees are, employees of City.
- 11.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.

- 11.4. **Indemnification of CalPERS Determination.** If Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

12. INDEMNIFICATION

- 12.1. **Definitions.** For purposes of this Section, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.
- 12.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 12.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 12.4. **Attorney Fees.** Such costs and expenses shall include reasonable attorney’ fees for counsel of City’s choice, expert fees, and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorney’ fees, defense costs, or expenses if it is adjudicated to have been non-negligent.
- 12.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 12.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section are not limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 12.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant’s behalf.
- 12.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant’s

indemnification obligations apply whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

13. INSURANCE

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

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

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

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

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

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured.

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

- 13.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 13.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California. If Consultant is an individual and has no employees, the Project Administrator may accept an affirmation of that fact in lieu of proof of workers compensation insurance.
- 13.6. **Automobile Liability Insurance.** Covered vehicles shall include owned, if any, non-owned, and hired automobiles and trucks.
- 13.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

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

Initials: _____

Name: _____

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

policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

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

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies.

- 13.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement or its early termination.

14. MUTUAL COOPERATION

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

15. NOTICES

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

If to City:

Taylor Whittingslow
City of Grass Valley
125 E Main Street
Grass Valley, CA 95945
Telephone: (530) 274-4716
Facsimile: (530) 274-4399

If to Consultant:

[Name]
[Address]
[Address]
Telephone:
Facsimile:

With courtesy copy to:

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

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 6.11 (Records), Section 11.4 (Indemnification of CalPERS Determination), Section 12 (Indemnification), Section 13.8 (Claims-Made PSA – Consultant Services (No Federal Funding))

Policies), Section 14.2 (Consultant Cooperation in Defense of Claims), and Section 19.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

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

18. INTERPRETATION OF AGREEMENT

- 18.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations from this Agreement shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience of reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall govern in the construction of this Agreement.
- 18.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or

provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

19. GENERAL PROVISIONS

- 19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose them without prior written consent by the Project Administrator. City shall grant such consent if disclosure is legally required. Consultant shall return all City data to City upon the termination or expiration of this Agreement.
- 19.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest under the Political Reform Act with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. No City Councilmember, officer, or employee of City, during the term of his or her service to City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising from it.
- 19.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.4. **Binding on Successors.** This Agreement shall be binding on the successors and permitted assigns of the parties.
- 19.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties under this Agreement.
- 19.6. **Time of the Essence.** Time is of the essence for every provision of this Agreement.
- 19.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status,

Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation or any other unlawful basis. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant shall post this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.

- 19.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 19.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by either party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all such other rights, powers or remedies.
- 19.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable and actual attorneys' fees and costs expended in the action.
- 19.12. **Venue.** The venue for any litigation shall be Nevada County, California and Consultant hereby consents to jurisdiction there for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signature Page Follows]

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

[Two signatures are required to bind a corporation]

“City”
City of Grass Valley

“Consultant”
[Name of Company or Individual]

By: _____
Signature

By: _____
Signature

Printed: Tim Kiser

Printed: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

By: _____
Signature

Printed: _____

Title: _____

Date: _____

Attest:

By: _____
Taylor Whittingslow, City Clerk

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono, City Attorney

Date: _____

EXHIBIT A
SCOPE OF SERVICES

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 02/13/2023
292553.v4

EXHIBIT B
FEE SCHEDULE

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 02/13/2023
292553.v4

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

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

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

No City Councilmember or other City official shall accept, solicit, or direct a campaign contribution of more than \$250 from any party¹ or agent² for 12 months after the City approves a contract. This prohibition commences when an application is filed, or a proceeding is otherwise initiated.

A party to a City proceeding shall disclose on the record of the proceeding any campaign contribution of more than \$250 by a party or agent to any City Councilmember or other City official during the preceding 12 months. No party to a City proceeding, or agent, shall make a campaign contribution to a City Councilmember or other City official during a proceeding and for 12 months after the City approves a contract.

A City Councilmember or other City official who received a campaign contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall abstain from participating in the proceeding. However, if he or she returns the portion of a campaign contribution in excess of \$250 within 30 days of knowing about the contribution and the relevant proceeding, he or she may participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

² "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether you or your agent made a campaign contribution of more than \$250 to a City Councilmember or other City official within the preceding 12 months, you must aggregate all such contributions.

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

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

Name and address of any party, or agent, who has contributed more than \$250 to any City Councilmember or other City official within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of City Councilmember or other City official to whom contribution was made:

1. _____
2. _____
3. _____

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

Printed Name _____

Signature _____

Date _____ Phone _____



REQUEST FOR PROPOSAL

Professional Grant Writing Services

Due Date: September 13, 2024:

**California Consulting
214 Main Street, Suite 102
El Segundo, CA 90245
(323) 728-9002**

www.californiaconsulting.org

Cover Page

September 13, 2024

City of Grass Valley
Attn: Kelsey LaSalle, Community Services Analyst
125 East Main St.
Grass Valley, CA 95945

Dear Ms. LaSalle,

California Consulting, Inc. is pleased to provide this response to the Request for Proposal for Grant Research, Writing, and Administration Services for the listed Scope of Services and to introduce the California Consulting Project Management Team to the City of Grass Valley Team.

Founded in 2004, California Consulting, Inc., is the largest grant writing firm in California and has developed expertise in representing municipalities and has extensive experience with federal, state, and local grant opportunities. California Consulting grant team of more than 50 team members have expert skills in effective and persuasive grant writing for Clients. Our team has written over 1,560 competitive successful federal, state, and private foundation grant applications that have been awarded to our clients. We are honored to provide grant writing services to the San Bernardino Fire Protection District, San Bernardino County- Office of Emergency Services, San Bernardino County - Finance and Administration, San Benito County, County of Sutter, Nevada County, Yolo County, and the cities of Carson, Hawthorne, El Segundo, Lomita, Glendale, Burbank, Norwalk, Artesia, Wildomar, San Gabriel, Riverside, Industry, Vallejo, Davis, Vacaville, St. Helena, Yucaipa, Irwindale, Bell, Maywood, Baldwin Park, Santa Cruz, Berkeley, Sausalito, Monterey, Albany, Newman, Waterford, and Patterson among many others.

California Consulting has secured over \$1.6 billion through the company's combined efforts as noted on our website www.californiaconsulting.org. Our aggressive, hard-working, and results-oriented style has translated into success for our clients. Our grant writers have developed municipal subject matter expertise in writing federal and state competitive applications.

California Consulting's main office is located at 214 Main Street, Suite 102, El Segundo CA 90245. The Contact Person authorized to sign and bind the firm in the contract is Steve Samuelian, CEO. He may be reached at (323) 728-9002 or via email at steve@californiaconsulting.org. or, the contact person regarding this RFP is Dan Rodriguez, Director of Operations. He may be reached at (323) 728- 9002 or dan@californiaconsulting.org.

We look forward to assisting the City of Grass Valley to achieve its grant funding goals.

Warmest Regards,



Steve Samuelian, CEO

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Key Personnel

At California Consulting, we operate using a collaborative team approach to grant writing and management projects. All individuals listed below are highly successful grant writers with an excellent track record.

Steve Samuelian, CEO has held various leadership posts during a career spanning over 37 years. Steve was born and raised in the L.A. area and began his political and civic involvement in Los Angeles in 1982. In January 1995, Steve was appointed as Field Director for Congressional District 19. He was later promoted to District Director overseeing the 19th Congressional District Office staff and District operations for the Congressional office, where he served in this capacity for 8 years. In 2002, Steve was elected to the California State Assembly representing the 29th Assembly District. He was appointed to the Assembly Appropriations Committee by the Speaker and served as the Vice-Chairman of the Assembly Elections and Redistricting Committee. Currently, Steve was elected to the Board of Directors of the L.A. County Business Federation (BizFed) where he was an elected Executive Committee Member serving as an Officer for one of the largest business organizations in the U.S. Additionally, Steve has been the recipient of several different awards from the L.A. County Business Federation (BizFed) including the “Ambassador of the Year” award in 2018. In January 2020 Steve was appointed as Vice-Chairman of the Athenian Leadership Council, the primary fundraising organization for the USC Sol Price School of Public Policy. In January 2019, Steve served as the Host Committee Chairman for the USC Sol Price School of Public Policy 90th Anniversary Gala at L.A. District Hall. The Price event was attended by hundreds of USC alumni, supporters, and several prominent elected officials. He has been a guest speaker for many associations (partial list) including League of California Cities, Independent Cities Association, Contract Cities Association, California School Board Association (CSBA) and Municipal Management Association of Southern California (MSANC) and others. Steve Samuelian founded California Consulting in 2004 the state’s largest grant writing company and the firm quickly established a reputation for hard work and a commitment to success for its clients.

Management Team

Danielle Sotello, Senior Grant Writer is a San Joaquin Valley native and brings over 10 years of experience in grant writing, grant administration and program development for public and private entities. Danielle is California Consulting’s Senior Project Manager and a San Joaquin Valley native with over 12 years of experience in grant writing, grant administration and program development for public and private entities. She has worked with California Consulting since 2008, and during this time she has helped to secure over \$20M in funding for California Consulting clients. Danielle has drafted and submitted many successful grant applications for different sectors, but she most enjoys writing in the areas of public safety, motorized and non-motorized transportation, urban greening, alternative fuels infrastructure, and education. She prides herself in paying close attention to detail and has logged 100’s of hours in project management. Danielle is committed to securing federal, state and local funding to spur environmentally and socially conscious community development both domestically and internationally. She holds a Bachelor of Arts in International Studies with an emphasis in Political Science and a certificate in Dispute Resolution from Pepperdine University.

Ashley Ramsey, Senior Grant Writer has a Bachelor's of Science in Planning with an emphasis in Regional and Environmental Policy and Planning from the Massachusetts Institute of Technology. She has professional experience in health care administration, quality control and regulatory compliance for biologics, and early childhood education. Ashley also has experience in starting and operating an educational community service organization and a biotech firm. She uses her science and mathematics heavy background to bring quantifications and logic to her grant proposals yielding incredible success. Ashley loves learning the intricacies of projects and programs to form the basis of her persuasive narratives.

David Marquez, Senior Grant Writer has been with California Consulting for over 12 years. He is focused on developing capacity building and community development- related services on behalf of nonprofit agencies, local government, and the private sector to serve the diverse communities of Los Angeles. He has extensive experience and familiarity in the area of community and economic development, social and health services, and planning and land use issues. He has combined his knowledge of varied issues with his experience in policy development, coalition building, grant management, fund development, and local government to develop both strategies for issue-oriented advocacy and program sustainability for his clients. David served as Chief Deputy of Legislation and Policy for former Los Angeles Council Member Mike Hernandez, where he managed the legislative and planning staff. He began his career as a community organizer, over twenty years ago in East Los Angeles. He graduated from the University of La Verne with a Bachelor of Arts and Master's Degree.

Grant Writing Team

At California Consulting, we operate using a collaborative team approach to grant writing and management project and David Marquez, Senior Grant writer, manages all grant writing efforts and will assist the team whenever necessary.

Cecily Harris, Senior Grant Writer has over 35 years of experience and has worked for numerous nonprofit organizations and municipalities as staff, consultant, or volunteer. Her niche has always been on the business side – fund development, government relations, marketing communications, program development, and implementation, community engagement, and education. Her passion is grantsmanship – the research, writing, and managing of foundation and government grants. Working in California between 1983 and 2018, Cecily served on numerous nonprofit organization Boards of Directors, was appointed to several cities, regional, and State of California committees and commissions. She served for ten years as a Mid-Peninsula Regional Open Space District Board Member. She has recent community service placements including Board Member on the San Francisco Bay Trail Project, Advisory Board Member on the San Francisco Bay Area Water Trail, and Commissioner on the State Boating and Waterways Commission. Since moving to Minnesota in October 2018, she now serves on the Metropolitan Council Parks and Open Space Commission, Park and Trails Legacy Advisory Committee as well as serving on the Boards of ArtReach St. Croix, and Gateway Browns Creek Trail Association. She earned a Bachelor of Science degree in Renewable Natural Resources, and Wildlife Sciences from the University of Arizona and a Master of Business Administration.

Sonia Hall, Senior Grant Writer is a seasoned professional with over 20 years of expertise in public and private sector management, specializing in economic development, grant writing, urban planning, and growth initiatives. She has successfully authored over 500 grant proposals, securing over \$680 million in funding. With a solid foundation in government accounting and loan underwriting, Sonia excels in financial management services. Her career highlights include roles as City Manager and Community Development Director, where she led budget management, streamlined permitting processes, and spearheaded community development projects. Currently, Sonia is a consultant focusing on grant strategies and governmental relations and is pursuing a Public Leadership Credential and a Master of Public Administration degree from the Harvard Kennedy School. Committed to community betterment, she aims to use her diverse skills to foster sustainable growth and enhance community well-being.

Nicolette Genovese, Senior Grant Writer for California Consulting. She is an experienced grant writer who has secured millions of dollars in funding for municipal clients and has worked across a wide range of issue areas including parks and recreation, public safety, and transportation. The driving force behind her work is the desire to support the development of vibrant and equitable communities. Through her previous project management experiences in the humanitarian aid sector, Nicolette has worked on every step of the grant lifecycle from writing proposals, implementing projects, monitoring and evaluating projects, and complying with reporting requirements. Drawing on her wide range of professional experiences, Nicolette is a talented writer, researcher, editor, and project manager. She streamlines the grant writing process for clients by identifying upcoming opportunities, helping to tailor priority projects to program guidelines, and writing clear and compelling narratives. A native Californian, Nicolette traveled abroad to earn her bachelor's degree from the University of Manchester and her master's degree from King's College London. She also holds a professional copyediting certification from UC San Diego, which has further sharpened her editorial eye. Nicolette is committed to continuous learning; in her free time, she can be found doing deep dives into urban planning, international relations, and foreign languages. She lives in Sacramento, CA.

Karen Simpson, Senior Grant Writer has been with California Consulting for over 9 years and has over 30 years of grant writing experience. She has served in municipal government for almost 30 years in the Cities of Los Angeles and Pomona. Ms. Simpson has garnered her grant-writing skills for federal and state funding opportunities from multiple communities and economic development programs. She has extensive knowledge and training in grant program management, grant research, grant writing, and post award program compliance. Ms. Simpson is skilled in building collaboration between community-based organizations, faith-based entities, educational entities, and social institutions, which resulted in Federal grant awards totaling \$10.4 million in less than seven years. She has written grants addressing economic development, housing improvement, and lead-hazard control. Ms. Simpson is also a grant consultant for non-profit organizations providing grant writing services, capacity building, and funding strategies to help meet needs in underserved neighborhoods.

Maghan Barber, Senior Grant Writer has been a grant and funding specialist with over 15 years in the finance industry and 7 years as a grant writer. She specializes in securing government infrastructure funding, leveraging her expertise to navigate complex application processes and maximize funding opportunities for various projects. Maghan's financial acumen is built on over

15 years of experience, where she has held pivotal roles ranging from bank manager to budget analyst. In these capacities, she has demonstrated exceptional skills in financial management, strategic planning, and analytical evaluation, driving organizational growth and ensuring fiscal responsibility. Her comprehensive understanding of both grant writing and financial management uniquely positions her to contribute to and lead initiatives that require a blend of funding acquisition and financial strategy.

Karen Leventhal, Senior Grant Writer has over 10 years of experience. She has grant writing specialties are community and economic development, human rights, substance abuse prevention, developmental disability, emergency preparedness, gender-based sexual violence, diversity and inclusion, national service and volunteerism, community organizing, job placement, and workforce development, emergency preparedness, COVID-19, starts ups, technology, entrepreneurship, social enterprise, sustainability (green), faith-based initiatives, farming and agriculture, housing and homelessness, food insecurity, supply chain, social responsibility, biotech, information and communications technology, youth leadership and development, health and much more. With intimate knowledge of how Grantmakers think, Karen has built programs from the ground up, so she has hands-on experience with nearly every aspect that a grant is expected to cover, including program design, staffing, metrics and evaluation, and partnership development.

Tereza Sarkisyan, Grant Writer with California Consulting. She brings with her a background in economic development, philosophy, and public service. She has worked for the Appalachian Regional Commission which is an economic development agency focusing on revitalizing Appalachia through federally funded grants. She also has experience working in the City of Glendale's Management Services Department and Community Development Department. Sarkisyan attended Florida Atlantic University where she double majored in Political Science and Philosophy. She then attended American University in Washington, D.C. where she received her Master's degree in Philosophy and currently serves as an adjunct Philosophy instructor.

Wil Flores, Grant Writer, brings over 10 years of experience to California Consulting. Wil was raised in South Los Angeles and attended California State University Fullerton where he received his Bachelor's Degree in Political Science and Master's Degree in Public Administration. Wil has extensive experience in securing workforce development grants for schools (Perkins, StrongWorkforce). Wil also has experience with workforce development programming including designing a workforce program funded through The Hire Youth LA initiative and developing an advisory committee to place high school aged youth in paid internships. Wil currently serves as the Grant Manager for The Catalina Island Conservancy where he works closely with The Conservation Corps of Long Beach to provide workforce development opportunities for Corps members on Catalina Island. Wil has also worked closely with multiple municipalities to submit housing and homeless grants at the state and federal levels.

Qualification of Firm

Founded in 2004, California Consulting has offices in Northern, Central and Southern California and is a proud sponsor of Municipal Management Association of Southern California (MMASC), California City Management Foundation (CCMF), and League of California Cities. Steve Samuelian is the owner/founder of California Consulting. We currently have over 130 clients statewide consisting of 60 cities, over 40 school districts, special districts, non-profit, and private sector clients. We have over 50 team members from Chico in the North to San Diego in the South. California Consulting continues to grow and the majority of our new clients come from referrals from existing clients. We have built a solid reputation by effectively communicating with our clients and working hard for them. California Consulting is the largest grant writing firm in California. We have secured over \$1.6 billion for our clients since inception through grant writing and governmental affairs efforts combined. California Consulting is a full-service grant writing and management firm. We are experts in the fields of grant research and identification, preparing comprehensive and concise grant application packages, submitting grants in a timely fashion, and following through after the grant has been submitted. California Consulting subscribes to a wide range of grant sites that allow us to track current and upcoming grants.

Through years of experience, our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. Our aggressive, hard-working, and results-oriented style has translated into millions of dollars for our clients. Our grant writers are diligent and stay current on every Federal, State, and private grant available on a myriad of different topics and public policy areas. We have written over 1,560 competitive successful grant applications that have been awarded.

California Consulting is the leader in the grant writing industry. We have set the standard for the following:

1. Thorough knowledge of policy and subject matter grant writing expertise
2. Collaborative team approach to grant writing for every client
3. Grant advocacy for each client
4. Extensive grant administration, grant management, and grant reporting/compliance experience.

California Consulting staff is experienced in all facets of grant research, grant writing, and grant management. We thoroughly understand our client's needs through open and continual communication. Our grant writers have almost 200 years of grant writing experience combined. California Consulting works collaboratively with our clients to create a strategy to identify funding opportunities that align with the client's needs, whether at the Federal, State, or Private level. California Consulting works collaboratively with our clients to create a strategy to identify funding opportunities that align with the client's needs, whether at the Federal, State, or Private Foundation level. California Consulting is committed to the following:

- Identifying client projects and pairing those projects with funding opportunities
- Recommend grantors and grant programs to which the City should submit applications
- Developing quality grant applications

- Advocating for your grant application during the selection process
- Conducting professional grant reporting, administration, and post-award compliance.

California Consulting Staff meets via Zoom or Conference call with clients to conduct a needs assessment at the outset of the contract in order to identify the client's goals. We are highly experienced and capable of arranging and attending any meetings on behalf of the City. The California Consulting grant writer assigned to the City will be the main point of contact. Our team will meet with the Staff immediately and continue to meet with City Staff monthly to ensure an accurate and quality work product. As well, California Consulting will submit a written monthly report on the first week of each month to the City to outline all activities conducted during the prior month.

Municipal Grant Awarded List (partial list)

Below is a partial list of successful city grants California Consulting Grant Writing Team has written and been awarded for our clients:

Grant Name	Client Name	Award Amount
Strategic Growth Council - Community Resilience Centers (CRC) - Implementation Grant	County of Nevada	\$10,000,000
FEMA - Assistance to Firefighters Grant FY 2022 (AFG)	San Bernardino County Fire Protection District	\$1,026,852
FEMA - Assistance to Firefighters (AFG)	San Bernardino County Fire Protection District	\$220,522
FEMA - Assistance to Firefighters (AFG)	San Bernardino County Fire Protection District	\$220,522
FEMA - Assistance to Firefighters (AFG)	City of Albany	\$82,373
Board of State and Community Corrections - Prop 64 Public Health and Safety Program	City of Vallejo	\$1,400,000
Prop 68 - Statewide Park Development and Community Revitalization Program	City of Vacaville	\$6,700,000
CA State Parks - California Habitat Conservation Fund Grant Program	City of Vacaville	\$200,000
BSCC: Byrne SCIP	County of Yolo	\$1,000,000
California Public Utilities Commission - Local Agency Technical Assistance (LATA) Grant	City of Vacaville	\$493,936
FEMA - Assistance to Firefighters (AFG)	City of Vacaville	\$491,705

Prop 68 - Statewide Park Development and Community Revitalization Program	City of Berkeley	\$5,000,000
SBA - Shuttered Venue Operations Grant	City of Vacaville	\$216,146
Public Works Economic Assistance	City of Vacaville	\$187,500
FEMA Assistance to Firefighters Grant (AFG)	City of Vacaville	\$93,300
PDA Planning Grant	City of Vacaville	\$350,000
Caltrans - Clean California Local Grant Program (CCLGP) Cycle 2	City of Vallejo	\$352,000
National Park Service - Save America's Treasures	City of Vallejo	\$750,000
MTC Local Parking Management Program	City of Vallejo	\$150,000
IIG - Infill Infrastructure Grant	City of Vallejo	\$2,500,000
HHAP- Homeless Housing, Assistance & Prevention	City of Vallejo	\$1,082,582
HCD - Homekey	City of Vallejo	\$12,100,000
CalFire - Southern Region's Community Wildfire Prevention and Mitigation Program Direct Award Grant (CSR Direct Grant)	San Bernardino County Fire Protection District	\$500,000
CalFire - Fire Prevention Grant	San Bernardino County Fire Protection District	\$701,800
FEMA - San Francisco Bay Water Quality Improvement Fund	City of Berkeley	\$1,500,000
USDA - Urban and Community Forestry Grant	City of Vallejo	\$1,734,070
USDA - Urban and Community Forestry Grant	City of Pittsburg	\$2,000,000
FEMA - Assistance to Firefighters (AFG)	City of Patterson	\$78,436
USDA - Urban and Community Forestry Grant	City of Carson	\$1,000,000
CAL FIRE Wildfire Prevention Grant	City of Monterey	\$800,000
FEMA Staffing for Adequate Fire & Emergency Response (SAFER)	Cosumnes Community Services District (Fire Department)	\$1,947,191
FEMA Staffing for Adequate Fire & Emergency Response (SAFER) Grant	City of Upland	\$2,499,627
Economic Development Administration - FY2023 Disaster Supplemental	City of Sausalito	\$614,400

FEMA - Building Resilient Infrastructure and Communities (BRIC) Grant	City of Moreno Valley	\$125,799
AMBAG - Association of Monterey Bay Area Governments: Carbon Reduction Program	City of Sand City	\$1,960,000
State Water Resources Control Board - Clean Water State Revolving Fund Construction Grant	City of Arvin	\$4,992,209
LA Metro-710 Task Force (Regional) - Pre-Investment Opportunity Application, Active Transportation: Randolph Street Bike and Pedestrian Facilities Improvement Project	City of Maywood	\$1,375,475
CalOES - HMGP Generator NOI for Hazardous Fuel Reduction Project	Town of Mammoth Lakes	\$250,000
Caltrans - FTA 5310 Grant (Traditional and Expanded Apps)	City of Moreno Valley	\$375,000
Recreational Park and Open Space District (RPOSD) - Measure A Grant for Recreation Access	City of Irwindale	\$1,200,000
Building Forward Library Infrastructure Program	City of Vallejo	\$4,300,000
Department of Housing and Urban Development - Appropriation Request for Carson's Community Projects, including Environmental Enhancement and Energy Resilience at Veterans Park & Sports Complex	City of Carson	\$3,500,000
BSCC - Organized Retail Theft Grant Prevention	City of Hemet	\$2,500,065
Caltrans - Sustainable Transportation Planning Grant Program-Climate Adaptation	City of Maywood	\$177,060
Caltrans - Sustainable Transportation Planning Grant Program	City of Lomita	\$289,500
MTC Bay Area 2050 - Priority Development Area Grant	City of Vallejo	\$2,400,000
Assemblywoman Blanca Rubio-State Budget Request - State Budget Request for Community Projects	City of Baldwin Park	\$2,000,000
DOJ - COPS Hiring Sausalito Grant Project 2022-2027	City of Sausalito	\$497,561
CalTrans - Highway Safety Improvement Program (HSIP)	City of Maywood	\$1,418,490
CalTrans - Highway Safety Improvement Program (HSIP)	City of Wildomar	\$158,490
U.S. Department of Transportation - Safe Streets for All (SS4A)	Town of Mammoth Lakes	\$100,000
StanCOG MPO ATP Cycle 6 Tim Bell Road	City of Waterford	\$1,993,000

CalFire Urban and Community Forestry Grants Program - Urban Forestry Management Plan	City of Maywood	\$590,340
Metropolitan Transportation Commission, One Bay Area Grant (OBAG 3) - Safer Routes to School	City of Pacifica	\$900,000
CalTrans - Active Transportation Program (ATP) Cycle 6	City of Carson	\$897,000
California Fire Safe Council - CalFire County Coordinator Grant	San Bernardino County Fire Protection District	\$175,000
US DOJ COPS Office - School Violence Prevention Program (SVPP)	ENGIE	\$500,000
US DOJ COPS Office - School Violence Prevention Program (SVPP)	South Whittier School District	\$473,019
US DOJ COPS Office - COPS Hiring	City of Parlier	\$575,844
Active Transportation Program Cycle 5	City of Waterford	\$945,631
Active Transportation Program Cycle 5	City of Waterford	\$945,631
Highway Safety Improvement Program Cycle 10	City of Stockton	\$320,000
Highway Safety Improvement Program Cycle 10	City of Stockton	\$250,000
Highway Safety Improvement Program Cycle 10	City of Glendale	\$249,975
Active Transportation Program Cycle 5	City of Maywood	\$263,000
Active Transportation Program Cycle 5	City of Maywood	\$263,000
FEMA Staffing for Adequate Fire & Emergency Response (SAFER)	Cosumnes Community Services District	\$7,126,891
EDA: Public Works and Economic Adjustment Assistance	San Bernardino Community College District	\$3,000,000
Sustainable Communities Program	City of Glendale	\$500,000
Sustainable Communities Program	City of Baldwin Park	\$150,000
Highway Safety Improvement Program (HSIP)	City of Lynwood	\$1,011,600
Highway Safety Improvement Program (HSIP)	City of Glendale	\$996,000
Highway Safety Improvement Program (HSIP)	City of Glendale	\$247,500
Active Transportation Program Grant (ATP) Cycle 4	City of Stockton	\$4,390,000
Highway Safety Improvement Program (HSIP) Cycle 9	City of Murrieta	\$3,113,465
Body Worn Camera Policy and Implementation Program	City of Bell	\$255,878

WaterSMART Water and Energy Efficiency Grants	City of Bakersfield	\$743,300
Body Worn Camera Policy and Implementation Program	City of Bell	\$336,718
Caltrans Active Transportation Program (ATP) Cycle 3 Grant	City of Patterson	\$907,000
CalTrans Active Transportation Program (ATP) Cycle 2	City of Rosemead	\$702,000
Caltrans Highway Safety Improvement Program (HSIP) Cycle 7	City of Monterey Park	\$312,160
Caltrans Highway Safety Improvement Program (HSIP) Cycle 7	City of Montebello	\$860,000
Caltrans Highway Safety Improvement Program (HSIP) Cycle 7	City of Pismo Beach	\$163,260
CalTrans Active Transportation Program (ATP) Cycle 2 - StanCOG Local Solicitation	City of Patterson	\$594,000
Active Transportation Program Grant (ATP) Cycle 2	City of Downey	\$180,000
CalTrans Active Transportation Program (ATP) Grant Cycle 1	City of Chowchilla	\$550,000
Caltrans Highway Safety Improvement Program (HSIP) Cycle 5	City of Lynwood	\$376,100
Caltrans Highway Safety Improvement Program (HSIP) Cycle 5	Yuba City	\$115,700
DOL/EDA Public Works & Economic Development Adjustment Assistance Grant - Parlier Industrial Park Infrastructure Improvements	City of Parlier	\$2,680,000

Grant Writing Process and Methodology

California Consulting is a full-service grant writing and management firm. Our team members are experts in the fields of grant research and identification, preparing comprehensive and concise grant application packages, submitting grants in a timely fashion, and following through after the grant has been submitted to determine the status of the application.

California Consulting has a fundamental business philosophy founded on open communication and customizing each application.

1. Funding Needs Assessment and Strategy: (Meeting with Department Heads to review priorities and funding needs). Your assigned grant writer and other members of our team learn about the client at the outset of the contract by conducting an in-depth Needs Assessment on a Zoom call with City Staff. The Grant writer meets with the client regularly based on an agreed upon schedule on an ongoing basis.

2. Grant Monitoring and Research: Our Grant Writer and project management team are experts in grant identification. They conduct thorough research on an ongoing basis. We have several grant-related search engines and List Service websites we subscribe to in order to research all current and upcoming Federal, State, and Private Grants. We track current and upcoming grants in order to let our clients know what is available and what we recommend would fit their situation. The Grant writer will assist the Client in deciding which grants fit best with the Client's projects that were identified at the Needs Assessment. The Grant writer will be able to advise the Client on the strength of the Client's project when competing for the grant and will make recommendations based on the Client's budget and ability to meet the grant requirements, as well as any other factors regarding grant city guidelines. Our team's grant funding research will include no/no go analysis and conduct research to identify grant resources including, but not limited to, federal, state, foundation, agencies, and organizations that support the City's funding needs and priorities in the following areas by way of illustration but not limited to:

- Economic Development
- USDA Urban and Community Forestry Programs
- Federal Emergency Management Agency (FEMA)
- Public Safety
- Criminal Justice Technology Programs
- Housing and Housing Programs
- Street & Transportation Infrastructure & Maintenance
- City Infrastructure Maintenance/Improvements
- Technology
- Parks and Recreation Open Space Parks & Programs
- Multimodal Transportation
- Workforce Development
- Records Management
- Senior, Family, and Youth Programs
- Energy, Efficiency and Sustainability

In addition to the areas defined above, other areas may also be identified through the funding needs analysis process including researching grant opportunities identified by the City and participating in funding city Zoom meetings, webinars, and/or workshops.

3. Grant Proposal Development: Your assigned grant writer will write all sections of the grant application. Once a grant has been identified, we work with staff to interpret guidelines and gather information necessary for a strong proposal and application. By learning about the Client's history, needs, and how the award will positively impact the Client's project, we are able to communicate that information with a clear and concise grant package to get the city's attention. When your staff and California Consulting agree to develop a grant proposal, we will develop a checklist and schedule. The checklist and schedule will include what items the Client will be responsible for and a timeline as to when we will need them submitted to our office.

California Consulting retains copies of all grants we have submitted. If a similar grant application was previously approved, we will use this application as a guide when creating the Client's application.

Below is a list of general tasks for our grant process:

- Review similar successful grant applications and apply where possible
- Collect information on the project

- Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
- Attend pre-proposal conferences, and webinars, as necessary
- Coordinate with local agencies and organizations as needed when applying for collaborative grants. Obtain letters of support, when necessary
- Work with staff to determine if city approval is required for submission and work with staff to prepare staff reports for the Team.
- Draft proposals and send them to staff for review
- Incorporate staff edits in final drafts
- Ensure the grant application is in the appropriate format with the required number of copies and that all other grant requirements are met
- Submit completed application in a timely manner and monitor award status

4. Grant Administration – In coordination with city staff, we plan and implement grant programs, prepare budgets, monitor expenditures, track results, analyze financial data, prepare and submit progress reports, and close out grant program/project files. As part of our grant administration services, we serve as the City liaison on project and program-related activities, assist in the preparation of agreements and miscellaneous project-related documents, and coordinate with funding agencies on project delivery and funding requests. We work closely with the City Attorney’s Office for agreement preparations, prepare agenda reports and presentations for City Council meetings, and coordinate the programming and preparation of funding requests. Our team ensures the timely preparation of all required quarterly, annual, and progress reports (e.g., MTA, Caltrans) and collaborates with the City’s engineering and technical services teams. We actively participate in scheduled project development team meetings, support community relations, and prepare informational materials. Additionally, we prepare miscellaneous reports and provide ongoing assistance to City staff as needed. This comprehensive approach aligns with the City’s mission of providing exemplary public services with integrity, transparency, and a commitment to the community’s future.

5. Legislative Grant Advocacy: California Consulting would be pleased to contact any and all federal and state agencies to discuss your grant application and make presentations to city boards as needed based on our longstanding relationships with the following:

- CalTrans Department of Transportation
- U.S. Federal Highway Administration
- U.S. Environmental Protection Agency
- California Environmental Protection Agency
- California Department of Parks and Recreation
- U.S. Bureau of Reclamation
- California State Water Resources Control Board
- California Department of Water Resources
- California Energy Commission
- Employment Training Panel
- California Department of Education
- State Allocation Board California
- Air Resources Board
- U.S. Department of Energy
- U.S. Department of Justice
- U.S. Department of Education

- Office of Juvenile Justice and Delinquency
- U.S. Department of Housing and Urban Development-HUD
- U.S. Economic Development Administration-EDA
- California Housing and Community Development Department
(partial list)

6. Project Controls: California Consulting has measures in place to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedules and review times. Our firm's QA/QC process/procedures ensure quality work and an on-time work product delivery. Our team's quality assurance activities include process checklists, process standards, process documentation and project audit, draft grant application review by Senior grant writers and peer reviews as needed.

7. Preparation of Grant Application Documentation: The assigned Grant Writer will be responsible for preparing any associated exhibits and presentations related to the grant application being prepared. The Grant Writer will prepare any studies required for the grant application. If the study requires the services of a sub-consultant, the Grant writer will assist the Client in developing an RFP/Q in an effort to obtain a qualified sub-consultant for these services. The Grant Writer will review and assist the Client in the preparation of plans, specifications, bid documents, and other documents prepared by the Client or other consultants to ensure grant requirements are in compliance.

8. Grant Review and Approval Process: We take pride in our impeccable grant applications. We have been successful in this area due to our thorough quality assurance measures. Our Grant Managers conduct group meetings with all Grant Writers twice each month. In addition, our Grant Managers meet individually with each Grant Writer regularly to review each client and their work product.

9. Grant Project Schedule: We create a precise project timeline to ensure the grant is submitted on time. This time captures the submission deadline and establishes internal deadlines/checklists to obtain the information needed for quality submissions.

10. Written Monthly Reports: We will prepare a monthly report for the Client reflecting grants in progress, grants submitted, and grants awarded. This will provide the Client with a clear return on investment. Our staff can present this information to the City as requested by the Client. Our grant writers, along with the Senior Grant Writer, will participate in and attend monthly meetings to report on work and provide updates as required by the Client. Additionally, we will communicate regularly with designated City staff regarding ongoing work and upcoming grant opportunities. Each monthly report will also summarize the amount of time expended and describe the activities undertaken during the previous month, ensuring transparent and detailed updates.

11. Workshops and Community Training Webinars: California Consulting is proud to provide regular grant writing municipal workshops/Zoom webinars, hosted by local elected officials throughout the state of California. These webinars are designed to equip participants with the latest strategies and tools for effective grant writing (links below). We also distribute a Monthly Newsletter (links below), and conduct regular grant writing training workshops and podcast for our clients on YouTube and Spotify.

Newsletters:

August 2024: <https://conta.cc/3Ahwd0M>

July 2024: <https://conta.cc/4cZofY6>

June 2024: <https://conta.cc/3VBJb1m>

May 2024: <https://conta.cc/3QzD4rG>



Cost Proposal

California Consulting can offer services as detailed in this Request for Proposal for the City of Grass Valley at the monthly retainer rate, for the hourly rate of \$150 plus reimbursement of out-of-pocket expenses or at a per grant contract.

Cost Option 1: Hourly Rate

Staff Name/Position	Hourly Rate
Danielle Sotelo, Ashley Ramsey, David Marquez, Karen Simpson, Cecily Harris, Nicolette Genovese, Sonia Hall, Karen Leventhal, Maghan Barber, Wil Flores – Grant Writers	*\$150.00 per hour
Reimbursable Expenses	R a t e
Mileage	Current IRS rate
Travel Expenses (Tolls, Lodging)	Cost
Copies	\$0.20 per page (Black/White) \$0.40 per page (Color)
Courier Service	Cost
Postage, Binding, Conference Calls, Overnight Courier	Cost

** Hourly rate can be used for grant writing, grant research, and post award compliance (a not to exceed figure will be quoted)*

***Costs incurred for copies, binding, and overnight courier are only incurred if the granting agency requires the application to be submitted as a hard copy rather than submitted online.*

Municipal Client References

California Consulting is privileged to be provided references by our current clients.

City of Berkeley

Contact Name: Scott Ferris, Director of Parks, Recreation and Waterfront Department

Phone: (510) 981-6700

Email: sferris@berkeleyca.gov

Project Description: FEMA - San Francisco Bay Water Quality Improvement Fund

Project Date: December 2023

Award: \$1,500,000

City of Baldwin Park

Contact Name: Manny Carrillo, Community Development Director

Phone: (626) 813-5245 x 314

Email: mcarrillo@baldwinpark.com

Project Description: Measure W-Safe Clean Water Program Regional Grant

Project Date: December 2020

Award: \$14,735,690

City of Carson

Contact Name: Robert Lennox, Assistant City Manager

Phone: (310) 830-7600

Email: rlennox@carsonca.gov

Project Description: CalTrans Active Transportation (ATP)

Project Date: January 2023

Award: \$897,000

City of Sausalito

Contact Name: Chris Zapata, City Manager

Phone: (415) 289-4166

Email: czapata@sausalito.gov

Project Description: DOJ- Cops Hiring Grant Project 2022-2027

Project Date: April 2023

Award: \$497,561



and

City of Berkeley

By the Numbers

Total Grant Awards	\$6,500,000
Total Paid to CC	\$12,300
Return on Investment	52846%
Total Earned for Client	\$6,487,700
Number of Contract Years	3 Years (on needed basis)

Grant Awards

FEMA - San Francisco Bay Water Quality Improvement Fund	\$1,500,000
Prop 68 - Statewide Park Development and Community Revitalization Program	\$5,000,000



And

City of Vacaville

By the Numbers

Total Grant Awards	\$8,770,162
Total Paid to CC	\$372,542
Return on Investment	2354%
Total Earned for the City	\$8,397,622
Number of Contract Years	6 years and 10 months

Grant Awards

CA State Parks - California Habitat Conservation Fund Grant Program	\$200,000
CA Public Utilities Commission - Local Agency Technical Assistance (LATA)	\$493,936
FEMA - Assistance to Firefighters (AFG)	\$491,705
Cal OTS/Berkely Walks - California Pedestrian and Bicycle Safety Training	In-Kind Funds
Statewide Park Development and Community Revitalization Program	\$6,700,000
Shuttered Venue Operations Grant	\$216,146
Public Works Economic Assistance	\$187,500
FEMA Assistance to Firefighters Grant (AFG)	\$93,300
National Endowment for the Arts - Challenge America	\$10,000
PDA Planning Grant	\$350,000
Home Depot Foundation	\$2,769
Firesubs Public Safety Grant	\$24,806



and

City of Vallejo

By the Numbers

Total Grant Awards	\$22,234,140
Total Paid to CC	\$95,500
Return on Investment	23,282%
Total Earned for Client	\$22,138,640
Number of Contract Years	1 Year 9 Months

Grant Awards

USDA - Urban and Community Forestry Grant	\$1,734,070
National Park Service - Save America's Treasures	\$750,000
MTC Local Parking Management Program	\$150,000
MTC Bay Area 2050 - Priority Development Area Grant	\$2,400,000
IIG - Infill Infrastructure Grant	\$2,500,000
HHAP- Homeless Housing, Assistance & Prevention	\$1,082,582
Board of State and Community Corrections – Prop 64 Public Health and Safety Program	\$1,400,000
HUD - Family Self Sufficiency	\$117,488
HCD - Homekey	\$12,100,000

Exhibit 3 – Webinar and Workshop Fliers

**\$\$FIST FULL OF DOLLARS FOR CITIES\$\$:
Grants and Economic Incentives**

WEBINAR
Register Here

MARCH 30, 2022
11:30 A.M. – 12:30 P.M.

JOIN US for an informative webinar on the new world of economic development focused on *creating currency for cities and capturing value through zoning and special financing districts...* and the grants available to cities to make that happen!

PRESENTED BY:

SPEAKERS


Larry J. Kosmont, CRE®
Chairman and CEO
Kosmont Companies

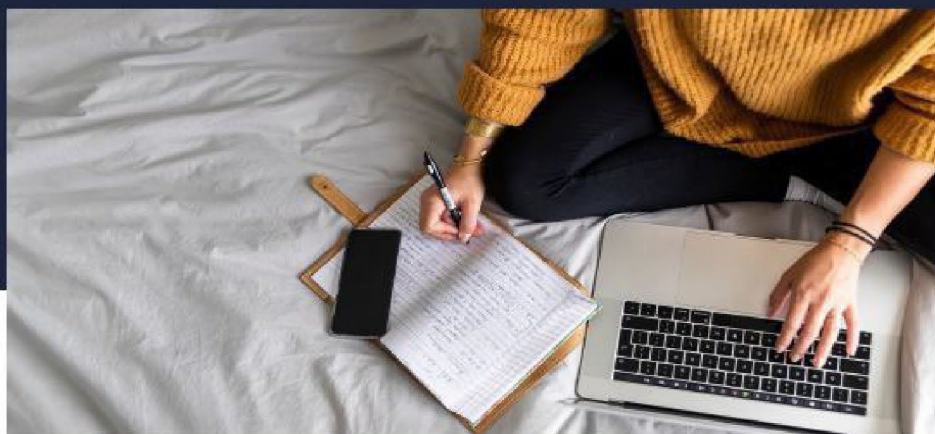

Steve Samuelian
CEO
California Consulting

HOSTED BY:
CaliforniaCityNews.org

REGION 5 WEBINAR

Grant Reporting to Funders and Decision Makers

TRANSLATING THIS INFORMATION INTO COMMUNITY BENEFITS



June 28, 2022 @ 12:00 - 1:00 pm

Free for members.
\$10 for non-members.

The event will be held virtually via Zoom and you will receive the Zoom link once registered.



SENATOR CATHERINE BLAKESPEAR

REPRESENTING SENATE DISTRICT 38

Presents

A FREE

Grant Writing 101 Webinar

Presented by

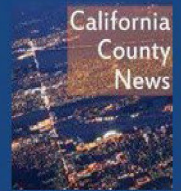


October 26, 2023 @ 1:30pm

Please register here - bit.ly/grantwriting-oct26



Special Thanks to Our Partners





County of San Diego
Supervisor Joel Anderson
 San Diego County, Supervisorial District 2
 And the
Office of Jordan Z Marks
 Assessor / Recorder / County Clerk



Co-Host a

Free Grant Webinar



June 21, 2023 @ 11:00am

Reserve Your Spot Today

https://us02web.zoom.us/meeting/register/tZYqduypqTosGNfdX_ojIws7iP2IvmOnfkyR

Learn Grant Writing Best Practices and a Grants 101
 Session Discussing Federal and State Grants for K-14,
 Cities, Counties, and Special Districts.

Event Partners:

CalSchoolNews.org



CaliforniaCityNews.org

www.californiaconsulting.org



A Proposal for the City of Grass Valley

History

Founded in 2004, California Consulting has an excellent reputation for hard work and a commitment to success for our clients. California Consulting is the largest grant writing firm in California. With offices in Southern California, Northern California and Central California, we have almost 135 clients statewide. We have 55 members of our team from Chico in the North, to San Diego in the South. California Consulting has developed an expertise in representing public agencies, and non-profit organizations. We have secured over \$1.6 billion for our clients since inception. The California Consulting team boasts over 30 grant writers. Through years of experience our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. California Consulting grant writers have written nearly 1,600 competitive grant applications that have been funded. Our aggressive, hard-working, and results-oriented style has translated into success for our clients. Our professional grant writers are diligent and stay current on every Federal and State grant available on a myriad of different topics and public policy areas. Whether it is recreation, education, parks money, or public safety our grants team knows where to locate grant funds and how to successfully write the applications.

Grant Funding Services

California Consulting is a full-service grant writing firm. We are experts in the fields of grant research and identification. We prepare comprehensive and concise grant application packages. We submit grants in a timely fashion and follow through after the grant has been submitted to determine the status of the grant. We also conduct post award compliance and administration. California Consulting has a fundamental business philosophy founded on open communication and tailoring the grants we pursue to fit our client's needs.

1. Needs Assessment (Meetings with Department Heads to review priorities and funding needs):

We learn about the client at the outset of the contract by conducting an in-depth Needs Assessment. Each client is assigned a lead Project Manager. The Project Manager communicates regularly with the client and on an ongoing basis. This relationship building is the key to keeping the grants pursued on target with the client's overall goals.

Sample questions asked during the Needs Assessment:

- a) List and describe any program initiatives or priority projects.
 - b) What needs, projects, or content areas would you like to target for funding? You can list specific projects or general areas in which you have funding needs.
 - c) List any grants for which you are considering applying or have decided to apply. In addition, please list what kind of grant-writing support would be helpful for each grant.
 - d) List past grants that your agency has received.
 - e) List past grant applications you would like to revise and submit again.
- 2. Facilitation of Department Decision Making Processes:** Our Project Managers are experts on grant identification. With years of experience, your Project Manager will be

able to assist your Staff in deciding which grants make the most sense to meet the funding needs identified.

3. **Grant Research and Identification:** Our Project Manager's conduct thorough research on an ongoing basis. We track current and upcoming grants in order to let our clients know what is available and what we recommend would fit their situation. By regularly tracking grant announcements we are able to present these grant opportunities to our clients as soon as they are released. California Consulting will provide you with a Grant Activity Report monthly detailing the grants available, grants in progress and grants submitted. You will also be provided with available grant opportunities on an ongoing basis.
4. **Client Commitment:** When identifying grants that meet your needs and funding priorities, your Project Manager will advise you of the estimated time commitment required from your staff.
5. **Grant Preparation Process:** When your staff and California Consulting agree to pursue a grant, we will develop a checklist and schedule. The checklist and schedule will include what things you will be responsible for and when we will need them submitted. We need your staff involved in the grant preparation process to provide required information we don't have access to. The Project Manager will provide you with grant portions along the way to review for content accuracy. The more engaged you are able to be in this process, the higher quality the application will be. California Consulting retains copies of all grants we've submitted. If the application was successful, we use it as a guide for future grants. Below is a list of general tasks for our grant process:
 - a. Create a task timeline with due dates
 - b. Ensure the proposed project meets the grant agency's requirements
 - c. Review similar successful grant applications and apply where possible
 - d. Collect information on the project
 - e. Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
 - f. Obtain letters of support when necessary
 - g. Draft proposals and send to staff for review
 - h. Incorporate staff edits in final drafts
 - i. Submit completed application timely
 - j. Monitor funding agency until grant awards are announced.
6. **Quality Assurance:** California Consulting takes pride in our impeccable grant applications. We are successful in this area due to our thorough quality assurance measures. Our Grant Managers conduct group meetings with all Project Managers regularly. In addition, our Grant Managers meet individually with each Project Manager to review each client. These meetings thoroughly discuss each client's needs, what grants are being worked on and what additional grants may be a good fit. We ensure the best quality product before the grant application is submitted.
7. **Facilitation of Partnership Meetings:** Our Project Managers will arrange and schedule meetings with key personnel to review all grants prior to submission to ensure application accuracy.
8. **Timely Submission:** We create a precise timeline to ensure the grant is submitted on time. This timeline not only captures the submission deadline, but we create other deadlines in order to obtain the information needed for a quality submission. We believe if everyone is on the same page and is aware of what needs to be done, we can limit scrambling at the last minute.
9. **Funding Agency Monitoring:** California Consulting will monitor the Funding Agency until grant awards are announced.

- 10. **Grant Administration:** Some grants require post award compliance, reporting and administration. California Consulting will prepare required agency reports and submit them by the required due date. We propose that to the extent legally allowed the Client hire California Consulting as grant administrators when dollars are available from within the grant (at no additional cost to you). When grant dollars from the grant are not available for administration, reporting and evaluation purposes we will provide these services to the Client for a monthly fee, or a one-time fee based on the Client’s preference. If the Client chooses the monthly retainer option, grant administration services are included.
- 11. **Monthly Progress Reporting:** California Consulting will prepare a monthly report reflecting grants in progress, grants submitted and grants awarded. This will provide you and your Board with a clear report on our work.

References

California Consulting references include key leaders from around the State. All of our current clients are references. California Consulting currently has contracts with over 60 cities across California, and over 40 School Districts, Non-Profits and others. A full client list can be obtained at www.californiaconsulting.org.

Pricing

California Consulting offers two different pricing options for Grant Writing Services.

Pricing Option 1: Monthly Retainer

California Consulting’s monthly retainer services include all grant research, grant identification, grant writing, and post award administration as needed. Items 1 – 11 under Grant Writing is included in the Monthly Retainer Services. Below is a more detailed scope of work:

Task	Included in Price
Meet with Client Staff to ascertain needs and goals	√
Conduct background research as requested by Client	√
Provide advice on best grants for Client to pursue based on project and grant requirements and guidelines	√
Attend meetings in person or by teleconference as necessary	√
Develop schedule for grants chosen by Client	√
Preparing and writing all grant applications chosen by Client	√
Develop evaluation strategies in accordance with funding agency’s instructions	√
Adhere to decisions made by Client relating to grants	√
Write all sections of grant applications and proposals	√
Draft and finalize grant language with direction of Client	√
Ensure timelines for grant submittal are met	√
Monthly reports to include grants in progress, grants submitted, and grants awarded	√
Regular communication via email and/or phone regarding upcoming grant opportunities	√
Grant administration and post award compliance as needed	√

We propose a flat monthly rate of **\$4,400.00**, plus reimbursement of out-of-pocket expenses for services explained above.

Pricing Option 2: Per Grant

We propose an agreement for a Per Grant basis, plus reimbursement of out-of-pocket expenses. Items 1 – 11 under Grant Writing are not included in the Per Grant Services. The cost of to write the grant is based on the amount of funds requested from the funding agency. If Client decides to withdraw the application or cease work on the application prior to submission and after work has begun, Client agrees to pay Consultant for work completed at an hourly rate of \$150.00, not to exceed the total amount of the per grant rate.

The following is a breakdown of cost per grant:

Grant Amount Request	Cost
Up to \$10,000	\$1,500
\$10,001 - \$50,000	\$4,000
\$50,001 - \$100,000	\$5,500
\$100,001 - \$250,000	\$7,500
*Over \$250,000	\$9,000 - \$12,000

**Cost will be determined based on complexity of grant preparation for grant requests exceeding \$250,000*

Grant research, grant identification, and grant administration can be provided at an hourly rate of \$150.00. For research completed at an hourly rate, client may specify a “not to exceed” amount.



City of Grass Valley City Council Agenda Action Sheet

Title: Consent to Transfer of Ownership in Springhill Gardens Apartments pursuant to the Loan Agreement with Springhill Gardens Associates, L.P.

CEQA: Not a project

Recommendation: That the Council approve in its capacity as the legislative body of the Successor Agency to the Grass Valley Redevelopment Agency the requested transfer of ownership interest in the Springhill Gardens Apartments Complex pursuant to the Loan Agreement by and between the City of Grass Valley Redevelopment Agency and Springhill Gardens Associates, L.P., dated October 1, 2008.

Prepared by: Taylor Whittingslow, Deputy City Manager

Council Meeting Date: 11/12/2024

Date Prepared: 11/7/2024

Agenda: Consent

Background Information: On October 1, 2008, the City of Grass Valley Redevelopment Agency (the "Redevelopment Agency") entered into a loan agreement (the "Agreement") with Springhill Gardens Associates, L.P. ("Springhill"). The Redevelopment Agency provided Springhill a \$600,000 loan to support the acquisition and rehabilitation of the Springhill Gardens Apartments for affordable housing.

The City, as the successor agency to the Redevelopment Agency, is now the authority responsible for approving certain transfers (including, but not limited to, sales, assignments, conveyances, mergers, consolidations, or leases of the Springhill Gardens Apartments or Springhill's assets, ownership interests, etc.) under the Agreement. Section 5.6 of the Agreement states that the City may, in its sole discretion, approve requested transfers in writing.

Last month, The Pacific Companies notified the City that it intends to purchase its subsidiary's ownership interest in the Springhill Gardens Apartments complex. Staff does not anticipate this transfer affecting the City's interests in the Agreement or the likelihood of repayment and therefore recommends that the City Council approve the requested transfer in its capacity as the legislative body of the Successor Agency to the Grass Valley Redevelopment Agency.

Council Goals/Objectives: This works towards achieving/maintaining Strategic Plan goals - Community & Sense of Place, and Economic Development and Vitality.

Fiscal Impact: None **Funds Available:** N/A **Account #:** N/A

Reviewed by: City Manager **Attachments:** None



City of Grass Valley City Council Agenda Action Sheet

Title: Nevada County Multi-Jurisdictional All Hazard Pre-Disaster Mitigation Plan

CEQA: Not a project as defined by the Public Resources Code section 21065 and CEQA Guidelines sections 15060 and 15378.

Recommendation: That Council adopt Resolution 2024-78 to adopt and approve the Nevada County Multi-Jurisdictional All Hazard Pre-Disaster Mitigation Plan

Prepared by: Mark Buttron -Fire Chief & Amy Wolfson, City Pl

Council Meeting Date: 11/12/2024

Date Prepared: 11/7/2024

Agenda: Consent

Background Information: The Disaster Mitigation Act of 2000 requires all jurisdictions to be covered by a Pre-Disaster All Hazards Mitigation Plan in order to be eligible for Federal Emergency Management Agency pre and post-disaster mitigation funds. The plan seeks to reduce risk associated with natural hazards, whether severe thunderstorms, floods, severe winter weather, drought, heat waves, earthquakes, dam failures, or wildfires. It also recognizes the importance of enhancing the ability of jurisdictions to withstand natural hazards as well as the importance of reducing human suffering, property damage, interruption of public services, and economic losses caused by those hazards.

The City of Grass Valley fully participated in the Federal Emergency Management Agency prescribed mitigation-planning process to prepare this Multi-Jurisdictional All Hazards Pre-Disaster Mitigation Plan, available to view at the following webpage:

<https://www.cityofgrassvalley.com/pod/active-projects>

Seven local jurisdictions, including Grass Valley, participated in the planning process and will be adopting the plan. This joint adoption demonstrates the jurisdiction's commitment to fulfilling the mitigation goals and objectives outlined in this Local Hazard Mitigation Plan. The plan has been completed and tentatively approved by the California Office of Emergency Services and will be adopted ahead of Federal Emergency Management Agency Region IX approval.

Council Goals/Objectives: Adoption of this Local Hazard Mitigation Plan supports 2022 Strategic Plan Update Goal # 6: the City of Grass Valley is devoted to providing a safe place to live, work, and play.

Fiscal Impact: None

Funds Available: N/A

Account #: N/A

Reviewed by:

Attachments: Resolution 2024-78 to adopt and approve the Nevada County Multi-Jurisdictional All Hazard Pre-Disaster Mitigation Plan

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF GRASS VALLEY APPROVING A LOCAL HAZARD
MITIGATION PLAN**

WHEREAS, the City of Grass Valley recognizes the threat that natural hazards pose to the health, safety, and welfare of persons and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to persons and property from future hazard occurrences; and

WHEREAS, the United States Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”), emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Local Hazard Mitigation Plan (“LHMP”) is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (“FEMA”) pre- and post-disaster mitigation grant programs; and

WHEREAS, the City of Grass Valley fully participated in the FEMA-prescribed mitigation planning process to prepare the Nevada County LHMP; and

WHEREAS, the California Office of Emergency Services and FEMA, Region IX officials have reviewed the Nevada County LHMP and approved it contingent upon this official adoption of the participating governing body; and

WHEREAS, the City of Grass Valley desires to comply with the requirements of the Disaster Mitigation Act and to enhance its emergency planning efforts by formally adopting the Nevada County LHMP; and

WHEREAS, adoption of the Nevada County LHMP demonstrates the City’s commitment to fulfilling the mitigation goals and objectives outlined in the LHMP; and

WHEREAS, adoption of the LHMP legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

Now, therefore, the City Council of the City of Grass Valley does hereby resolve as follows:

SECTION 1. That the City of Grass Valley adopts the Nevada County Local Hazard Mitigation Plan as an official hazard mitigation plan; and

City of Grass Valley
Resolution No. 2024-78

Page 2

SECTION 2. That the City of Grass Valley will submit this adoption Resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan’s final approval in accordance with the requirements of the Disaster Mitigation Act of 2000.

SECTION 3. This Resolution shall be effective immediately upon its adoption.

SECTION 4. The City Clerk shall certify the adoption of this Resolution and certify this record to be a full true, correct copy of the action taken.

PASSED AND ADOPTED by the City Council of the City of Grass Valley at a regular meeting held the 12th day of Novemver, 2024, by the following vote:

- AYES:
- NOES:
- ABSENT:
- NOT VOTING:

Jan Arbuckle, Mayor
City of Grass Valley

ATTEST:

Taylor Wittingslow, Deputy City Manager
City of Grass Valley

APPROVED AS TO FORM:

Michael G. Colantuono, City Attorney
City of Grass Valley

Exhibit A: The Nevada County LHMP can be viewed in its entirety at <https://www.cityofgrassvalley.com/pod/active-projects>



City of Grass Valley City Council Agenda Action Sheet

Title: Loma Rica Ranch Subdivision - Approve Final Maps

CEQA: N/A - Not A Project/ Administrative Action

Recommendation: That Council 1) approve the Final Maps 18PLN-45 for the Loma Rica Ranch Subdivision, Phase 1, Phase 2, and Phase 3; 2) approve Resolution 2024-77, accepting all the dedications of real property for public purposes and public utility easements; and 3) authorize the Mayor to execute a Subdivision Improvement Agreement, subject to legal review.

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

Council Meeting Date: 11/12/2024

Date Prepared: 11/7/2024

Agenda: Consent

Background Information: On April 23, 2019, the City Council approved the Specific Plan and Tentative Map for the Loma Rica subdivision. On August 31, 2021, the Engineering Division accepted the Improvement Plans for Loma Rica Ranch, and development activities subsequently commenced.

As of November 7, 2024, the subdivision and public improvements for the Loma Rica Ranch subdivision are substantially complete, and the developer wishes to proceed with the recordation of the Final Maps. Outstanding work to be completed includes final roadway paving and striping, traffic signal activation, landscaping, and miscellaneous clean-up and punch list items. The total estimated cost of the remaining required improvements is \$1,400,000. The developer has agreed to enter into a Subdivision Improvement Agreement to guarantee completion of the required improvements and provide faithful performance security in the amount of \$1,750,000 (Cost of improvements plus 25%).

The Final Maps for the Loma Rica Ranch Subdivision have been reviewed and deemed technically correct by the City Surveyor. Three maps are proposed to be recorded at this time: Phase 1, which is the initial subdivision of the overall parcel(s), and Phases 2 and 3, which are further subdivisions of two areas within Phase 1 into more compact and buildable parcels. The maps for Phases 1 and 2 include a number of real property dedications for roadway, open space, and park purposes, as well as typical dedications for public utility easements.

Covenants, Conditions, and Restrictions have been prepared to establish the formation

of a Homeowners' Association for the Loma Rica Ranch Subdivision. These documents have been reviewed and judged acceptable by City legal counsel and will be recorded concurrently with the Final Map.

Staff recommends that the Council approve the Final Map 18PLN-45 Phase 1, Final Map 18PLN-45 Phase 2, and Final Map 18PLN-45 Phase 3 and approve Resolution 2024-77, accepting all the real property and public utility easement dedications, as shown on the maps. Also requested is the authorization of a Subdivision Improvement Agreement to guarantee the construction and completion of the public improvements. Staff will return to the council at a later date for the final acceptance of all the public improvements once they are completed.

Council Goals/Objectives: The acceptance of real property and public easements executes portions of work tasks towards achieving/maintaining Strategic Plan - Community & Sense of Place, Transportation, Recreation and Parks, Economic Development and Vitality, and Water & Wastewater Systems & Underground Infrastructure

Fiscal Impact: None

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments:

- Resolution 2024-77
- Final Maps 18PLN-45, Phase 1, Phase 2 and Phase 3
- Subdivision Improvement Agreement

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
ACCEPTING REAL PROPERTY AND EASEMENTS FOR PUBLIC PURPOSES**

WHEREAS, the City Council approved the Specific Plan and Tentative Map for 18PLN-45 on April 23, 2019; and

WHEREAS, a condition of approval required the dedication of Real Property for public roadway, open space and parks purposes; and

WHEREAS, a condition of approval required the dedication of Public Easements for Utility, Trail, Sanitary Sewer, Drainage, Slope, Access and Sight Distance purposes.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY, as follows:

1. The City accepts the Real Property identified as items 1 - 2 in the "Owner's Statement" on Final Map 18-PLN-45 Phase 1, for public purposes.
2. The City accepts the Easements identified as items 3 - 9 in the "Owner's Statement" on Final Map 18-PLN-45 Phase 1, for public purposes.
3. The City accepts the Easements identified as items 1 in the "Owner's Statement" on Final Map 18-PLN-45 Phase 2, for public purposes.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Grass Valley at a regular meeting thereof held on the 12th day of November 2024, by the following vote:

AYES:

NOES:

ABSTAINS:

ABSENT:

Jan Arbuckle, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael G. Colantuono, City Attorney

Taylor Whittingslow, City Clerk

FINAL MAP NO. 18PLN-45 LOMA RICA RANCH PHASE 1

BEING A PORTION OF SECTIONS 24 & 25, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B. & M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
NOVEMBER, 2024

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION AND HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- LOTS A, B, C, I, J, AND Y BEING STRIPS OF LAND IDENTIFIED AS SUTTON WAY, CENTREVILLE ROAD, BERRY LANE, GOLDSTONE ROAD, PASCO WAY, SHAMROCK DRIVE, LANDSBERG COURT, UNDERWOOD WAY, BLYTHE LANE, MERRIMAC WAY, SAUNDERS LANE, CROCKER ALLEY, AND LUCKY MINE ALLEY FOR PUBLIC ROADWAY, PUBLIC UTILITY AND PUBLIC DRAINAGE PURPOSES; INCLUDING BUT NOT LIMITED TO INGRESS AND EGRESS FOR WATER, SEWER, NATURAL GAS, CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICE, AND OTHER PUBLIC UTILITIES AS DEEMED APPROPRIATE BY THE CITY OF GRASS VALLEY TOGETHER WITH ALL APPURTENANCES THERETO.
- LOTS D, E, F, G, & H FOR PUBLIC OPEN SPACE OR PARK PURPOSES AS DEEMED APPROPRIATE BY THE CITY OF GRASS VALLEY TOGETHER WITH ALL APPURTENANCES THERETO, RESERVING THEREFROM, RIGHT AND POWER OF THE LOMA RICA RANCH MASTER ASSOCIATION, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION, TO PROPOSE, ENACT, ENFORCE, ADOPT AND AMEND RULES AND REGULATIONS OF GENERAL APPLICATION PERTAINING TO THE USE OF SAID PROPERTIES, REGARDING, BUT NOT LIMITED TO, CAMPING, COOKING, SLEEPING OR OCCUPYING OVERNIGHT; POSSESSING OR CONTROLLING GLASS CONTAINERS, ILLICIT SUBSTANCES OR PARAPHERNALIA; AND OBSTRUCTING, OR OTHERWISE INTERFERING WITH THE PURPOSES FOR WHICH SAID PROPERTIES ARE BEING DEDICATED. THE CITY SHALL BE A THIRD PARTY BENEFICIARY OF SUCH RULES AND REGULATIONS WITH THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THEM, AND SUCH RULES AND REGULATIONS MAY ONLY BE AMENDED WITH THE CITY'S PRIOR WRITTEN CONSENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- PUBLIC UTILITY EASEMENTS (P.U.E.) WHERE SHOWN, FOR PUBLIC UTILITIES, AND INCLUDES RIGHTS FOR CONSTRUCTION, RECONSTRUCTION, ACCESS TO AND MAINTENANCE OF, IMPROVEMENTS AND STRUCTURES, WHETHER COVERED OR OPEN, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.
- 20 FEET WIDE (20') PUBLIC TRAIL EASEMENTS (P.T.E.) AS SHOWN FOR PUBLIC ACCESS, CONSTRUCTION, OPERATION, AND MAINTENANCE OF MULTIPURPOSE TRAILS AND ALL APPURTENANCES THERETO.
- A 25' WIDE SANITARY SEWER EASEMENT (S.S.E.) ACROSS LOT D. FOR PUBLIC SANITARY SEWER FACILITIES, AND INCLUDES RIGHTS FOR CONSTRUCTION, RECONSTRUCTION, ACCESS TO AND MAINTENANCE OF, IMPROVEMENTS AND STRUCTURES, WHETHER COVERED OR OPEN, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.
- SLOPE EASEMENTS WHERE SHOWN, ACROSS LOTS D, AND W, FOR THE PRESERVATION OF SLOPES, FOR PUBLIC UTILITIES, AND INCLUDES RIGHTS FOR CONSTRUCTION, RECONSTRUCTION, ACCESS TO AND MAINTENANCE OF, IMPROVEMENTS AND STRUCTURES, WHETHER COVERED OR OPEN, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.
- A PUBLIC ACCESS EASEMENT (P.A.E.) INCLUDING PARKING, INGRESS, EGRESS AND INCLUDES THE RIGHTS FOR CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND ALL APPURTENANCES THERETO.
- A PUBLIC EMERGENCY ACCESS EASEMENT WITH THE RIGHTS TO CONSTRUCT AN EMERGENCY ACCESS ROAD INCLUDING DRAINAGE FACILITIES AND FURTHER INCLUDES THE RIGHTS FOR RECONSTRUCTION, MAINTENANCE AND ALL APPURTENANCES THERETO.
- AN INTERSECTION SIGHT EASEMENT AS SHOWN FOR THE PURPOSE OF PROVIDING AND MAINTAINING UNOBSTRUCTED SIGHT FOR VEHICULAR AND PEDESTRIAN SAFETY AS SHOWN. NO FENCES, STRUCTURES OR OTHER ABOVE GROUND FACILITIES SHALL BE PLACED WITHIN THE BOUNDS OF SAID EASEMENT. SHRUBS AND OTHER LANDSCAPING WITHIN THE EASEMENT SHALL NOT EXCEED THREE FEET(3') IN HEIGHT AS MEASURED FROM THE FLOW LINE OF THE CURB AND GUTTER OR THE EDGE OF PAVEMENT, AS APPLICABLE. THE CITY OF GRASS VALLEY SHALL HAVE THE RIGHT TO TRIM, MAINTAIN, AND/OR REMOVE ANY AND ALL PLANTINGS DEEMED BY IT TO BE OBSTRUCTION WITHIN THE EASEMENT.

THE EASEMENTS DESCRIBED BELOW ARE ESTABLISHED FOR PRIVATE PURPOSES FOR THE BENEFIT OF ALL THE LOTS, OR AS SPECIFICALLY SHOWN ON THIS FINAL MAP:

- DRAINAGE EASEMENT (D.E) WHERE SHOWN, FOR INSTALLATION, ACCESS, MAINTENANCE OF DRAINAGE FACILITIES AND APPURTENANCES THERETO.
- PRIVATE ACCESS, DRAINAGE, AND UTILITY EASEMENT (P.A.D.U.E.) WHERE SHOWN FOR INSTALLATION OF ALL PRIVATE UTILITIES, VEHICULAR ACCESS, MAINTENANCE AND APPURTENANCES THERETO.

GVC PROPERTY 18 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
JAMES F. BALDACCI
IT'S MANAGER

ST THOMAS CONSTRUCTION, INC.
IT'S MANAGER

BY: _____
THOMAS A. BALDACCI
IT'S PRESIDENT



NOTES:

- THE GROSS AREA OF LAND CONTAINED WITHIN THE BOUNDARIES OF THIS FINAL MAP IS 81.63 ACRES, WITH 124 SINGLE FAMILY RESIDENTIAL LOTS (1-124), AND MISC LOTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", AND "Z" FOR USES DESIGNATED HEREON. LOTS "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U" INCLUDE 111 FUTURE RESIDENTIAL LOTS PER THE APPROVED TENTATIVE MAP.
- THE VESTING DEED TO THE SUBJECT PROPERTY IS RECORDED PER DOC NO. 2018-021263, OFFICIAL RECORDS NEVADA COUNTY.
- AN EASEMENT FOR SLOPE AND DRAINAGE PURPOSES IN FAVOR OF THE CITY OF GRASS VALLEY IS RECORDED AS DOC NO. 1986-11655 O.R.N.C.
- AN EASEMENT FOR WATER CONVEYANCE FACILITIES IN FAVOR OF NEVADA IRRIGATION DISTRICT IS RECORDED AS DOC NO. 1983-09510 O.R.N.C.
- AN EASEMENT FOR PUBLIC UTILITIES PURPOSES IN FAVOR OF PG&E IS RECORDED AS DOC NO. 1987-03265 O.R.N.C.
- AN EASEMENT FOR PUBLIC UTILITIES IN THE FAVOR OF PG&E IS RECORDED IN BOOK 136 OF DEEDS, PAGE 314. THE EXACT LOCATION OF SAID EASEMENT IS NOT DEFINED OF RECORD.
- THE RIGHT TO EXTEND CULVERTS AND THE SLOPES OF CUTS AND FILLS AS REQUIRED FOR CONSTRUCTION AND MAINTENANCE OF BRUNSWICK ROAD, IS RECORDED IN BOOK 214 O.R. PAGE 431, BOOK 215 O.R. PAGE 313, AND BOOK 215 O.R. PAGE 318. THE EXACT LOCATION OF SAID EASEMENTS ARE NOT DEFINED OF RECORD.
- AN EASEMENT FOR PUBLIC UTILITIES IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY IS RECORDED IN BOOK 276 O.R. PAGE 181. THE EXACT LOCATION OF SAID EASEMENTS ARE NOT DEFINED OF RECORD.
- AN EASEMENT FOR AN EXISTING POLE LINE EXISTS AND IS RECORDED IN BOOK 94 OF DEEDS, PAGE 415. THE EXACT LOCATION OF SAID EASEMENTS ARE NOT DEFINED OF RECORD.
- A PORTION OF THE PROPERTY FALLS WITHIN THE GLENBROOK ASSESSMENT DISTRICT AS SHOWN IN BOOK 1 OF ASSESSMENTS, PAGE 15.
- WATERWAY EASEMENT OR FLOWAGE CHANNEL IN FAVOR OF NID, PERTAINING TO NORTH FORK OF WOLF CREEK PER DOC 36 OR 27 AND 18 OR 11.
- WATERWAY EASEMENT OR FLOWAGE CHANNEL IN FAVOR OF NID, PERTAINING TO NORTH FORK OF WOLF CREEK PER DOC 36 OR 41.

NEVADA IRRIGATION DISTRICT – NID OFFER FOR DEDICATION

- "NID SPILL EASEMENTS" OFFER FOR DEDICATION TO NEVADA IRRIGATION DISTRICT PER DOC NO. _____.
- LOT "K" – OFFER FOR DEDICATION TO NEVADA IRRIGATION DISTRICT IN FEE PER DOC NO. _____.

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, COUNTY OF _____

On _____, before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Printed Name
My Registration Number: _____ and Expires on: _____
My Principal Place of Business is: _____ county.

CITY ENGINEER'S STATEMENT

THIS FINAL MAP HAS BEEN EXAMINED BY ME AND THE SUBDIVISION AS SHOWN AND IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH THIS _____ DAY OF _____ 2024.

BJORN JONES R.C.E. 75378
CITY OF GRASS VALLEY

CITY SURVEYOR'S STATEMENT

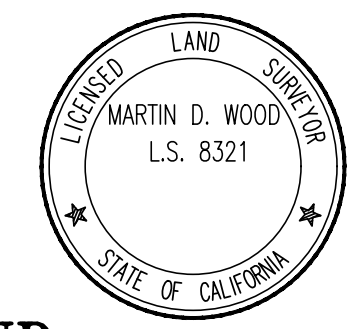
THIS FINAL MAP HAS BEEN EXAMINED BY ME AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT THIS _____ DAY OF _____ 2024.

MICHAEL MAYS, PLS 6967
CITY OF GRASS VALLEY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF GVC PROPERTY 18 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN AUGUST OF 2020 AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED ON OR BEFORE DECEMBER 1, 2024, AND THEY ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE _____ MARTIN WOOD, P.L.S. 8321



CITY COUNCIL'S STATEMENT AND CERTIFICATE FOR DEDICATION

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF GRASS VALLEY, STATE OF CALIFORNIA, BY A MOTION ADOPTED AT A MEETING HELD ON THE _____ DAY OF _____ 2024 DID APPROVE FOR FILING OF THIS FINAL MAP OF "LOMA RICA RANCH, PHASE 1" CONSISTING OF 11 SHEETS AND ACCEPTED FOR PUBLIC USE ITEMS 1 THROUGH 9 OF THE OWNER'S STATEMENT AS SHOWN HEREON. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES REGARDING DEPOSITS HAVE BEEN COMPLIED WITH THIS _____ DAY OF _____ 2024 AT _____ M. DEDICATIONS WERE MADE BY GVC PROPERTY 18 LLC, GRASS VALLEY, CA. PURSUANT TO GOVERNMENT CODE 66477.5, SHOULD THE CITY OF GRASS VALLEY DETERMINE THAT THE PUBLIC PURPOSE FOR WHICH SAID PROPERTY WAS DEDICATED IN FEE NO LONGER EXISTS, THE CITY SHALL RECONVEY SAID PROPERTY TO THE OWNERS WHOSE NAME AND ADDRESS ARE SHOWN HEREON, OR TO THEIR SUCCESSORS IN INTEREST.

TAYLOR DAY
CITY CLERK

TAX COLLECTOR'S STATEMENT

I, MICHELLE BODLEY, THE OFFICIAL COMPUTING REDEMPTIONS FOR THE COUNTY OF NEVADA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE THERE ARE NO LIENS FOR UNPAID TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES AGAINST THE LANDS SUBDIVIDED HEREON, EXCEPT TAXES OR ASSESSMENTS NOT YET PAYABLE BUT CONSTITUTING A LIEN IS _____.

DATE _____ MICHELLE BODLEY
NEVADA COUNTY TREASURER TAX COLLECTOR

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024 AT _____ M. IN BOOK _____ OF SUBDIVISIONS, AT PAGE _____ AT THE REQUEST OF THE CITY OF GRASS VALLEY.

DOCUMENT # _____

NATALIE ADONA
NEVADA COUNTY CLERK RECORDER

FEE: _____

BY: _____
DEPUTY

LEGEND

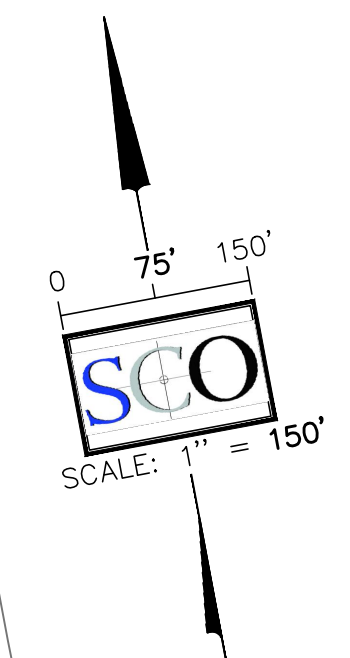
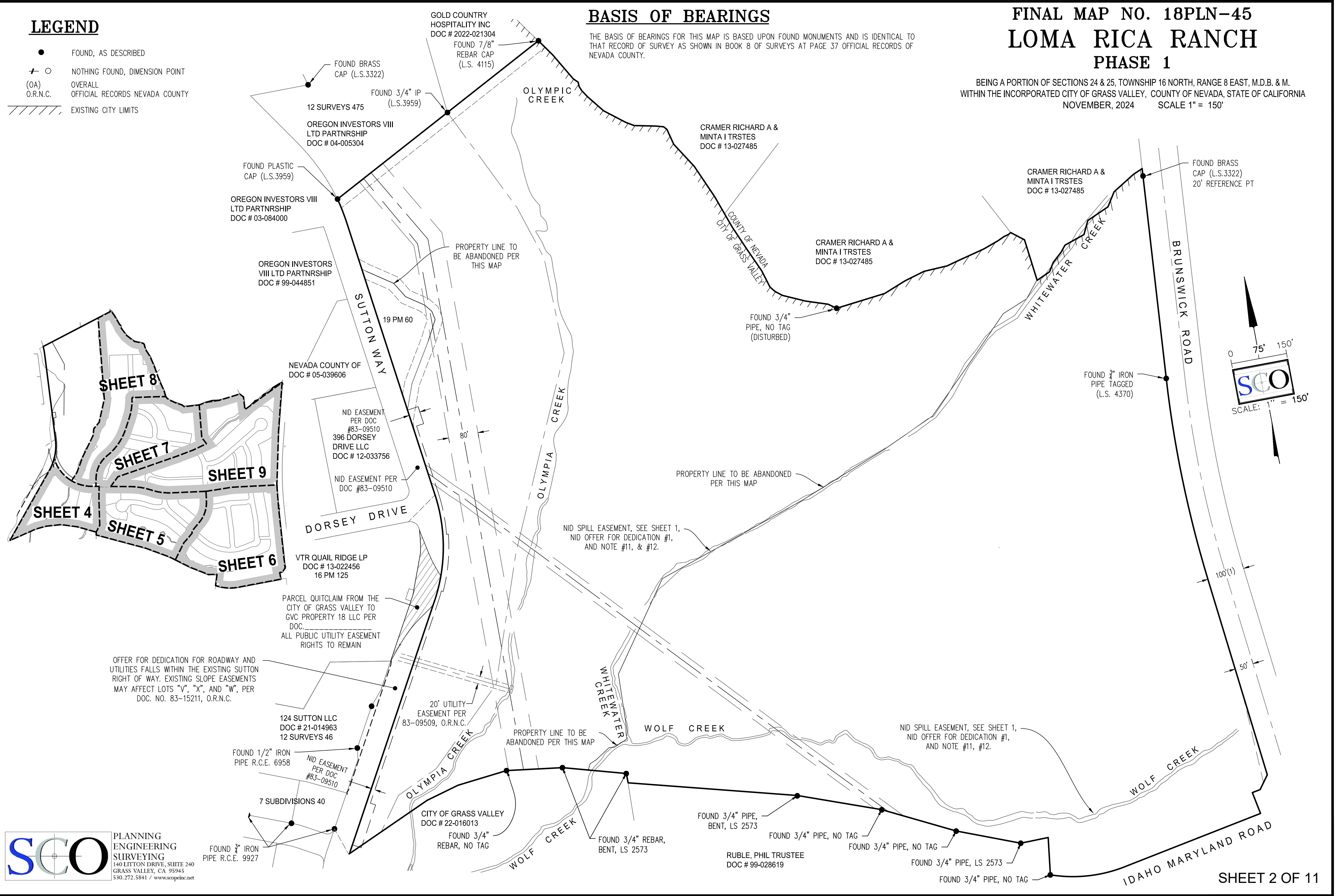
- FOUND, AS DESCRIBED
- + ○ NOTHING FOUND, DIMENSION POINT
- (OA) OVERALL
- O.R.N.C. OFFICIAL RECORDS NEVADA COUNTY
- ////// EXISTING CITY LIMITS

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS BASED UPON FOUND MONUMENTS AND IS IDENTICAL TO THAT RECORD OF SURVEY AS SHOWN IN BOOK 8 OF SURVEYS AT PAGE 37 OFFICIAL RECORDS OF NEVADA COUNTY.

FINAL MAP NO. 18PLN-45 LOMA RICA RANCH PHASE 1

BEING A PORTION OF SECTIONS 24 & 25, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B. & M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
NOVEMBER, 2024 SCALE 1" = 150'



SCO PLANNING ENGINEERING SURVEYING
140 LITTON DRIVE, SUITE 240
GRASS VALLEY, CA 95945
530.272.5841 / www.scopeinc.net

LEGEND

-
-
-
-
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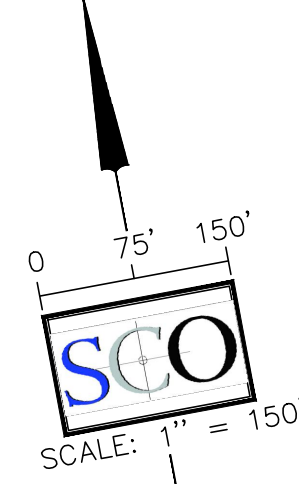
- (1) RECORD INFORMATION PER RECORD OF SURVEY FOR F. KNOOP RECORDED IN BOOK 8 OF SURVEYS, PAGE 37, OFFICIAL RECORDS OF NEVADA COUNTY.
- (2) RECORD INFORMATION PER RECORD OF SURVEY BOOK 12, PAGE 475, O.R.N.C.
- (3) RECORD INFORMATION PER PARCEL MAPS BOOK 16, PAGE 125, O.R.N.C.
- (4) RECORD INFORMATION PER SUBDIVISIONS, BOOK 7, PAGE 40, O.R.N.C. ROTATED CLOCKWISE 0°12'58"
- (5) RECORD INFORMATION PER DEED DOCUMENT 01-045277, O.R.N.C.
- (6) RECORD INFORMATION PER RECORD OF SURVEY BOOK 12, PAGE 46, O.R.N.C. ROTATED CLOCKWISE 0°12'58"

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS BASED UPON FOUND MONUMENTS AND IS IDENTICAL TO THAT RECORD OF SURVEY AS SHOWN IN BOOK 8 OF SURVEYS AT PAGE 37 OFFICIAL RECORDS OF NEVADA COUNTY.

FINAL MAP NO. 18PLN-45 LOMA RICA RANCH PHASE 1

BEING A PORTION OF SECTIONS 24 & 25, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B. & M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
NOVEMBER, 2024 SCALE 1" = 150'

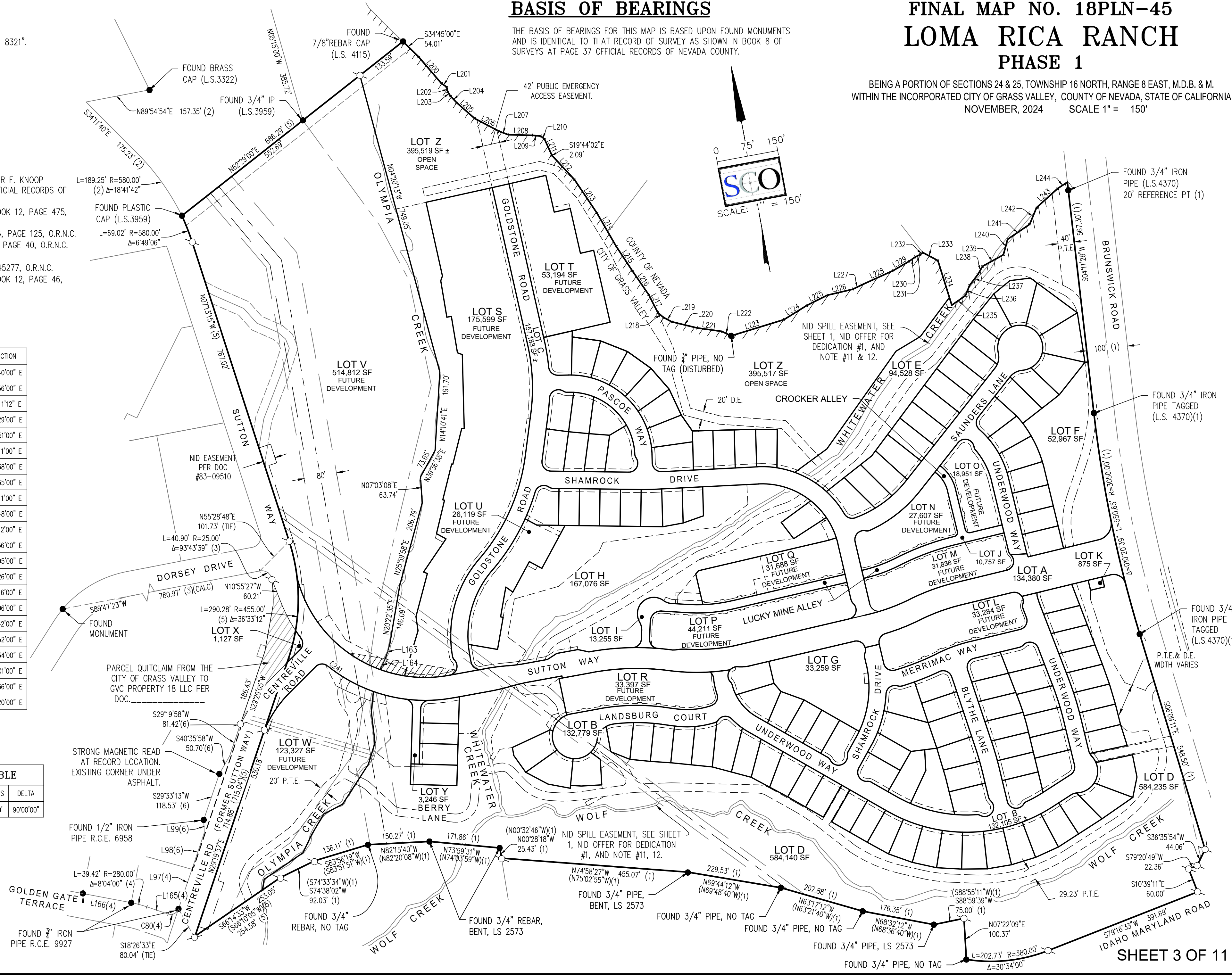


LINE TABLE

LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
(4) L97	102.00'	S 29°29'58" W	(1) L223	134.70'	N 83°40'00" E
(6) L98	94.52'	S 29°19'58" W	(1) L224	65.52'	N 68°56'00" E
(6) L99	30.92'	S 07°48'58" W	(1) L225	55.73'	N 74°11'12" E
L163	33.92'	N 27°33'47" E	(1) L226	64.08'	N 87°29'00" E
L164	33.23'	N 36°08'53" E	(1) L227	23.33'	N 74°51'00" E
(4) L165	54.67'	N 60°30'02" W	(1) L228	85.29'	N 76°11'00" E
(4) L166	120.00'	N 68°34'02" W	(1) L229	44.46'	N 70°38'00" E
(1) L200	84.57'	S 29°49'00" E	(1) L230	18.31'	N 65°35'00" E
(1) L201	16.02'	S 45°04'00" E	(1) L231	13.79'	N 75°11'00" E
(1) L202	11.95'	S 00°55'00" E	(1) L232	7.80'	N 60°48'00" E
(1) L203	12.46'	S 22°00'00" E	(1) L233	41.76'	S 51°22'00" E
(1) L204	22.19'	S 32°31'00" E	(1) L234	113.81'	S 06°36'00" E
(1) L205	58.19'	S 38°01'00" E	(1) L235	40.37'	N 66°05'00" E
(1) L206	67.46'	S 51°36'00" E	(1) L236	27.19'	N 32°26'00" E
(1) L207	23.82'	S 58°48'00" E	(1) L237	34.00'	N 48°16'00" E
(1) L208	58.66'	S 77°53'00" E	(1) L238	22.19'	N 40°06'00" E
(1) L209	20.46'	S 73°44'00" E	(1) L239	58.12'	N 71°42'00" E
(1) L210	11.37'	S 41°28'01" E	(1) L240	39.14'	N 25°52'00" E
(1) L211	42.71'	S 13°45'00" E	(1) L241	65.22'	N 66°34'00" E
(1) L212	79.89'	S 32°13'56" E	(1) L242	43.64'	N 33°01'00" E
(1) L213	98.13'	S 23°10'00" E	(1) L243	69.71'	N 58°36'00" E
(1) L214	94.09'	S 19°16'00" E	(1) L244	28.24'	N 67°20'00" E
(1) L215	71.77'	S 22°40'00" E			
(1) L216	70.35'	S 23°44'00" E			
(1) L217	48.23'	S 16°13'00" E			
(1) L218	18.12'	S 38°05'00" E			
(1) L219	22.81'	S 51°16'00" E			
(1) L220	63.96'	S 65°33'00" E			
(1) L221	60.53'	S 71°19'00" E			
(1) L222	25.42'	S 54°00'00" E			

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
(4) C80	31.42'	20.00'	90°00'00"



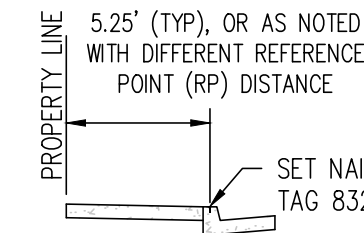
PLANNING
ENGINEERING
SURVEYING
140 LITTON DRIVE, SUITE 240
GRASS VALLEY, CA 95945
530.272.5841 / www.scoinc.net

FINAL MAP NO. 18PLN-45 LOMA RICA RANCH PHASE 1

BEING A PORTION OF SECTION 25, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B. & M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
NOVEMBER, 2024 SCALE 1" = 60'

LEGEND

- SET 5/8" REBAR W/ CAP, STAMPED "P.L.S. 8321".
- SET NAIL AND TAG FOR WITNESS CORNER STAMPED "P.L.S. 8321", SEE DETAIL THIS SHEET.
- SET 3/4" DRIVING SHAFT WITH 2" ALUM. FLAT HEAD, STAMPED "P.L.S. 8321"
- FOUND, AS DESCRIBED
- NOTHING FOUND, DIMENSION POINT
- (OA) OVERALL OFFICIAL RECORDS NEVADA COUNTY
- O.R.N.C. OFFICIAL RECORDS NEVADA COUNTY
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.T.E. PUBLIC TRAIL EASEMENT
- R.P. REFERENCE POINT
- (1) RECORD INFORMATION PER RECORD OF SURVEY FOR F. KNOOP RECORDED IN BOOK 8 OF SURVEYS, PAGE 37, OFFICIAL RECORDS OF NEVADA COUNTY.
- (5) RECORD INFORMATION PER DEED DOCUMENT 01-045277, O.R.N.C.

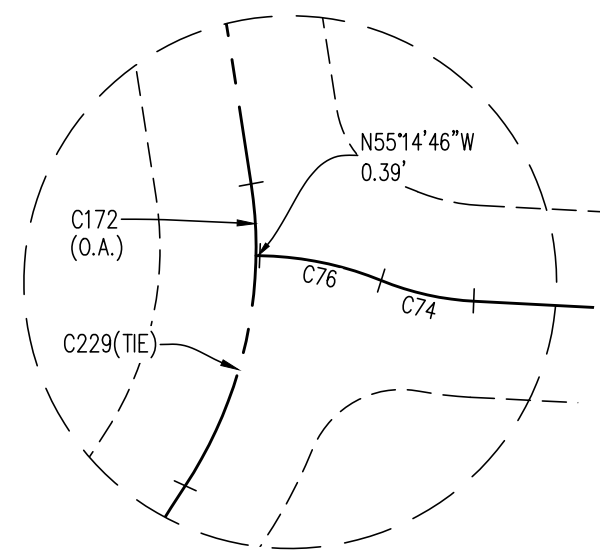


WITNESS CORNER DETAIL
NOT TO SCALE

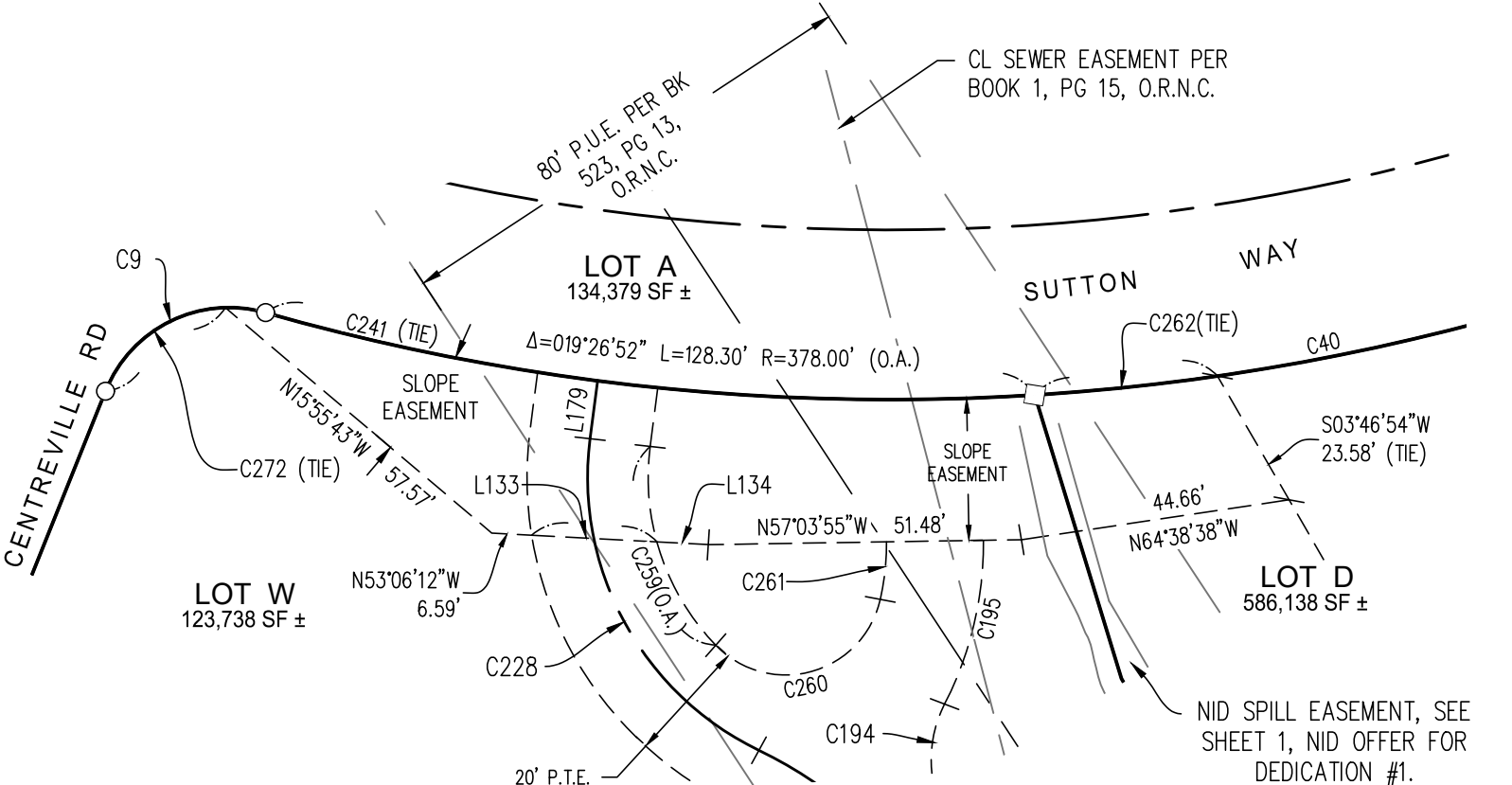
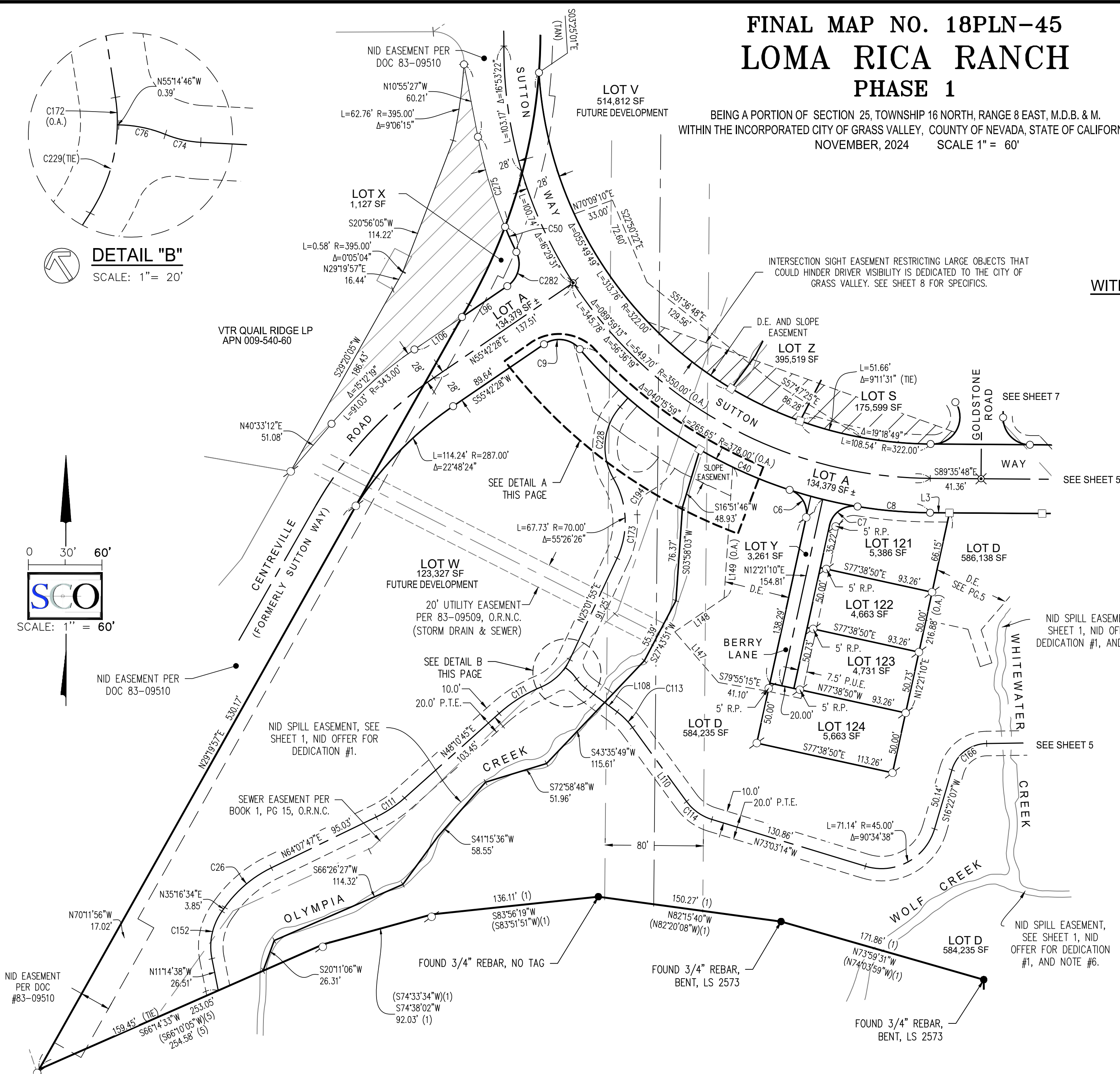
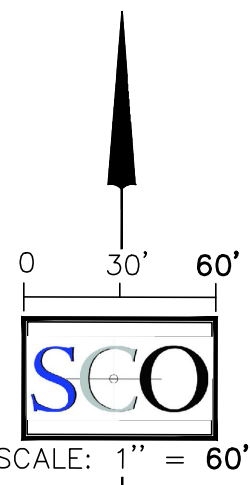
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C6	28.50'	20.00'	81°38'44"
C7	30.39'	20.00'	87°03'14"
C8	59.40'	378.00'	9°00'11"
C9	32.24'	22.00'	83°57'54"
C26	50.36'	100.00'	28°51'13"
C40	80.29'	378.00'	12°10'14"
C50	22.42'	378.00'	3°23'53"
C74	10.07'	30.37'	18°59'33"
C76	12.98'	34.70'	21°26'14"
C111	27.84'	100.00'	15°57'02"
C113	17.89'	60.00'	17°05'02"
C114	25.78'	40.00'	36°55'17"
C152	40.60'	50.00'	46°31'13"
C166	38.12'	30.00'	72°47'47"
C171	40.71'	120.00'	19°26'17"

LINE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C172	32.91'	45.01'	41°53'53"
C173	40.72'	80.00'	29°09'54"
C194	22.76'	20.00'	65°11'32"
C195	28.05'	58.00'	27°42'35"
C228	62.48'	50.00'	71°35'45"
C229	25.42'	45.01'	32°21'40"
C241	55.98'	378.00'	8°29'08"
C259	35.73'	39.79'	51°27'29"
C260	34.47'	16.00'	123°25'40"
C261	9.58'	42.00'	13°03'51"
C262	30.31'	378.00'	4°35'38"
C272	25.54'	22.00'	66°31'32"
C275	76.80'	378.00'	11°38'27"
C282	31.36'	22.00'	81°40'14"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L3	15.79'	S 89°35'48" E
L96	44.70'	N 55°42'28" E
L106	46.94'	N 55°42'28" E
L108	32.53'	N 53°12'59" W
L110	74.65'	N 36°07'58" W
L133	20.69'	N 53°06'12" W
L134	8.72'	N 53°06'12" W
L147	54.52'	S 40°46'46" E
L148	48.62'	S 55°40'08" W
L149	107.03'	S 03°46'54" W
L179	9.63'	N 41°11'14" E



DETAIL "B"
SCALE: 1" = 20'



DETAIL "A"
SCALE: 1" = 40'

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS BASED UPON FOUND MONUMENTS AND IS IDENTICAL TO THAT RECORD OF SURVEY AS SHOWN IN BOOK 8 OF SURVEYS AT PAGE 37 OFFICIAL RECORDS OF NEVADA COUNTY.

SCO PLANNING ENGINEERING SURVEYING
140 LITTON DRIVE, SUITE 240
GRASS VALLEY, CA 95945
530.272.5841 / www.scopeinc.net

FINAL MAP NO. 18PLN-45 LOMA RICA RANCH PHASE 1

BEING A PORTION OF SECTIONS 24 & 25, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B. & M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
NOVEMBER, 2024 SCALE 1" = 60'

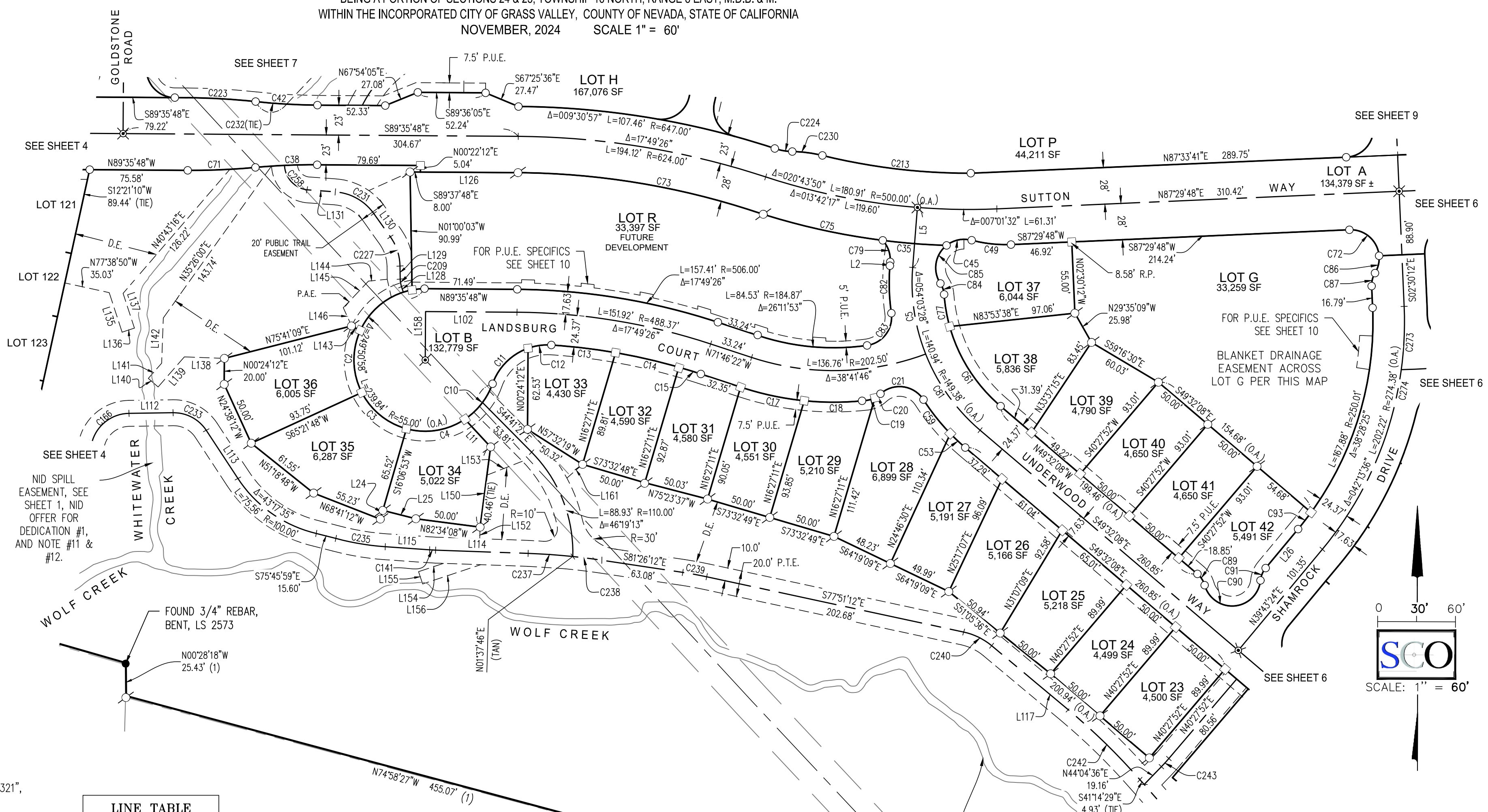
BASIS OF BEARINGS

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CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C2	49.57'	55.00'	51°38'39"
C3	45.63'	55.00'	47°32'15"
C4	47.15'	55.00'	49°07'23"
C5	68.05'	149.38'	26°06'01"
C10	35.24'	55.00'	36°42'27"
C11	40.08'	45.00'	51°01'39"
C12	18.20'	45.00'	23°10'36"
C13	49.92'	464.00'	6°09'53"
C14	50.12'	464.00'	6°11'19"
C15	17.67'	464.00'	2°10'54"
C17	49.35'	226.87'	12°27'49"
C18	48.30'	226.87'	12°11'49"
C19	6.62'	17.63'	21°30'31"
C20	4.71'	17.63'	15°19'05"
C21	38.63'	22.00'	100°35'52"
C35	49.37'	528.00'	5°21'25"
C38	47.65'	482.16'	5°39'46"
C42	47.75'	477.40'	5°43'51"
C45	20.49'	22.00'	53°21'08"
C49	30.63'	100.00'	17°32'50"
C53	15.75'	167.01'	5°24'14"
C55	27.08'	22.00'	70°32'05"
C59	33.43'	167.01'	11°28'10"
C61	73.93'	125.01'	33°53'04"
C71	52.25'	523.00'	5°43'29"
C72	33.59'	22.00'	87°29'31"
C73	185.41'	596.00'	17°49'26"
C75	101.61'	528.00'	11°01'35"
C77	25.19'	125.01'	11°32'42"
C79	18.11'	22.00'	47°10'10"
C81	72.89'	149.38'	27°57'27"
C82	36.69'	167.01'	12°35'16"
C83	34.59'	22.00'	90°05'41"
C84	9.00'	17.63'	29°15'42"

CURVE #	LENGTH	RADIUS	DELTA
C85	32.66'	22.00'	85°03'34"
C86	13.98'	22.00'	36°25'01"
C87	10.43'	17.63'	33°54'32"
C89	10.43'	17.63'	33°54'32"
C90	60.88'	22.00'	158°33'32"
C91	10.43'	17.63'	33°54'32"
C93	16.38'	250.01'	3°45'11"
C141	4.63'	135.00'	1°57'52"
C166	38.12'	30.00'	72°47'47"
C175	91.22'	531.36'	9°50'10"
C209	5.91'	20.00'	16°55'56"
C213	115.50'	474.10'	1°35'30"
C223	52.31'	523.00'	5°43'51"
C224	13.51'	45.00'	17°11'55"
C227	24.06'	40.00'	34°27'51"
C230	23.44'	105.55'	12°43'27"
C231	35.13'	40.00'	50°19'32"
C232	23.97'	477.40'	2°52'37"
C233	30.12'	30.00'	57°31'54"
C235	38.67'	200.00'	11°04'40"
C237	34.51'	500.00'	3°57'17"
C238	22.58'	500.00'	2°35'14"
C239	18.76'	300.00'	3°35'00"
C240	24.22'	50.00'	27°44'55"
C242	77.35'	500.00'	8°51'48"
C243	8.51'	135.00'	3°36'44"
C258	27.60'	20.00'	79°03'14"
C273	48.87'	274.38'	10°12'20"
C274	153.34'	274.38'	32°01'16"

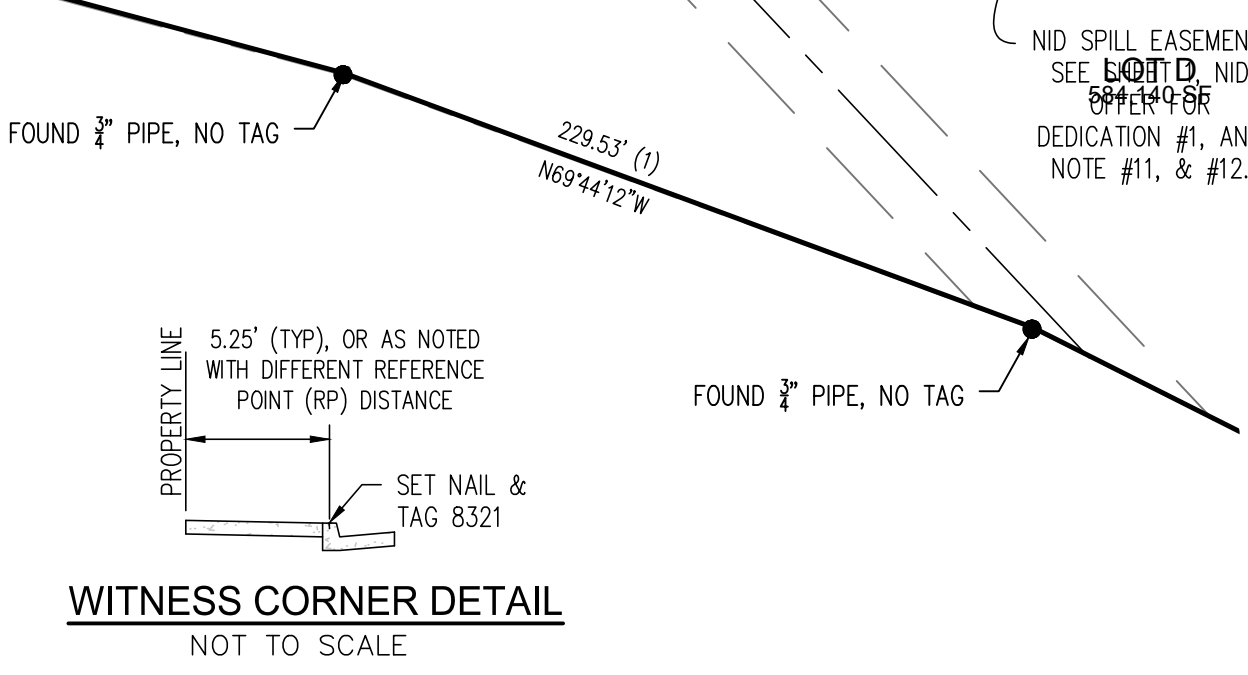


LEGEND

- SET 5/8" REBAR W/ CAP, STAMPED "P.L.S. 8321".
- SET NAIL AND TAG FOR WITNESS CORNER STAMPED "P.L.S. 8321", SEE DETAIL THIS SHEET.
- ⊗ SET 3/4" DRIVING SHAFT WITH 2" ALUM. FLAT HEAD, STAMPED "P.L.S. 8321"
- FOUND, AS DESCRIBED
- + ○ NOTHING FOUND, DIMENSION POINT
- (OA) OVERALL OFFICIAL RECORDS NEVADA COUNTY
- D.E. DRAINAGE EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.T.E. PUBLIC TRAIL EASEMENT
- R.P. REFERENCE POINT

LINE TABLE

LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L2	2.94'	S 04°31'20" W	L128	4.50'	S 17°55'59" E	L145	28.26'	S 43°25'08" W
L5	46.50'	S 04°31'20" W	L129	10.08'	S 01°00'03" E	L146	15.54'	S 24°32'16" E
L11	29.11'	N 42°47'27" W	L130	22.07'	S 35°27'53" E	L150	62.38'	S 07°25'52" W
L24	7.00'	N 16°06'53" E	L131	21.90'	S 85°47'26" E	L152	8.91'	S 02°01'17" W
L25	26.25'	N 75°46'01" W	L135	32.06'	N 18°05'37" W	L153	29.37'	N 68°37'41" E
L26	39.09'	S 39°43'24" W	L136	10.00'	S 71°54'23" W	L154	20.28'	S 71°38'15" W
L102	70.47'	N 89°35'48" W	L137	28.21'	N 18°05'37" W	L155	10.00'	S 18°21'45" E
L112	34.04'	S 89°09'54" W	L138	30.86'	N 87°54'00" W	L156	47.19'	N 71°38'15" E
L113	44.53'	S 33°18'11" E	L139	30.80'	S 41°10'01" W	L157	53.89'	S 58°44'22" E
L114	71.39'	S 87°58'43" E	L140	10.00'	N 48°49'59" W	L158	37.36'	N 00°24'12" E
L115	34.29'	S 86°00'51" E	L141	15.61'	N 41°10'01" E	L161	16.05'	S 48°55'42" W
L117	33.55'	S 50°06'17" E	L142	34.86'	N 02°06'00" E	L162	83.91'	N 19°38'37" W
L118	96.24'	S 41°14'29" E	L143	7.66'	N 63°04'16" W			
L126	75.22'	N 89°37'48" W	L144	14.55'	S 84°34'28" W			



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FINAL MAP NO. 18PLN-45 LOMA RICA RANCH PHASE 1

BEING A PORTION OF SECTIONS 24 & 25, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B. & M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
NOVEMBER, 2024 SCALE 1" = 60'

BASIS OF BEARINGS

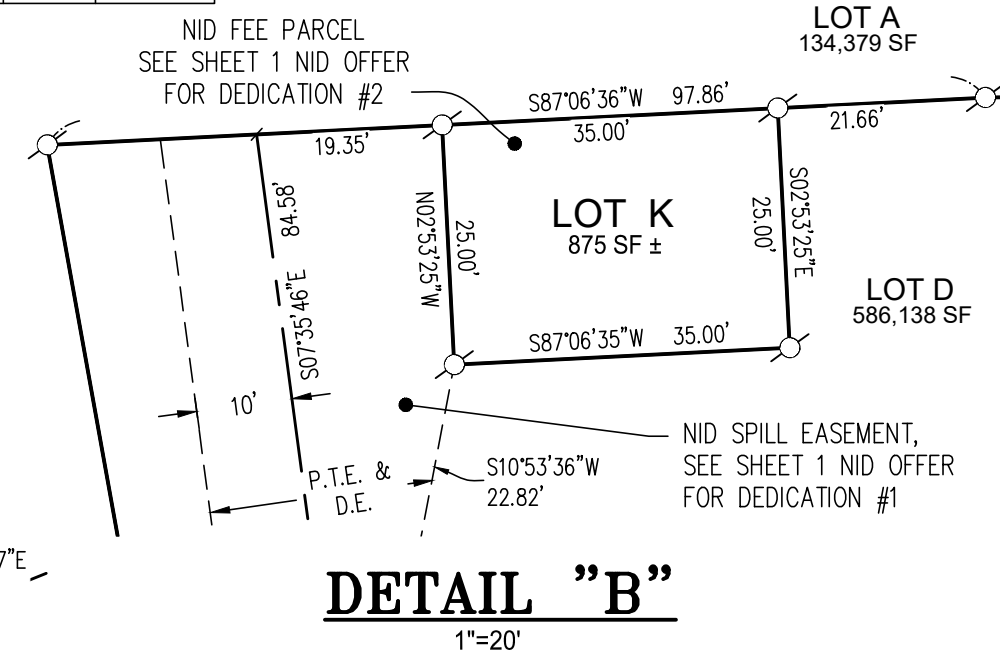
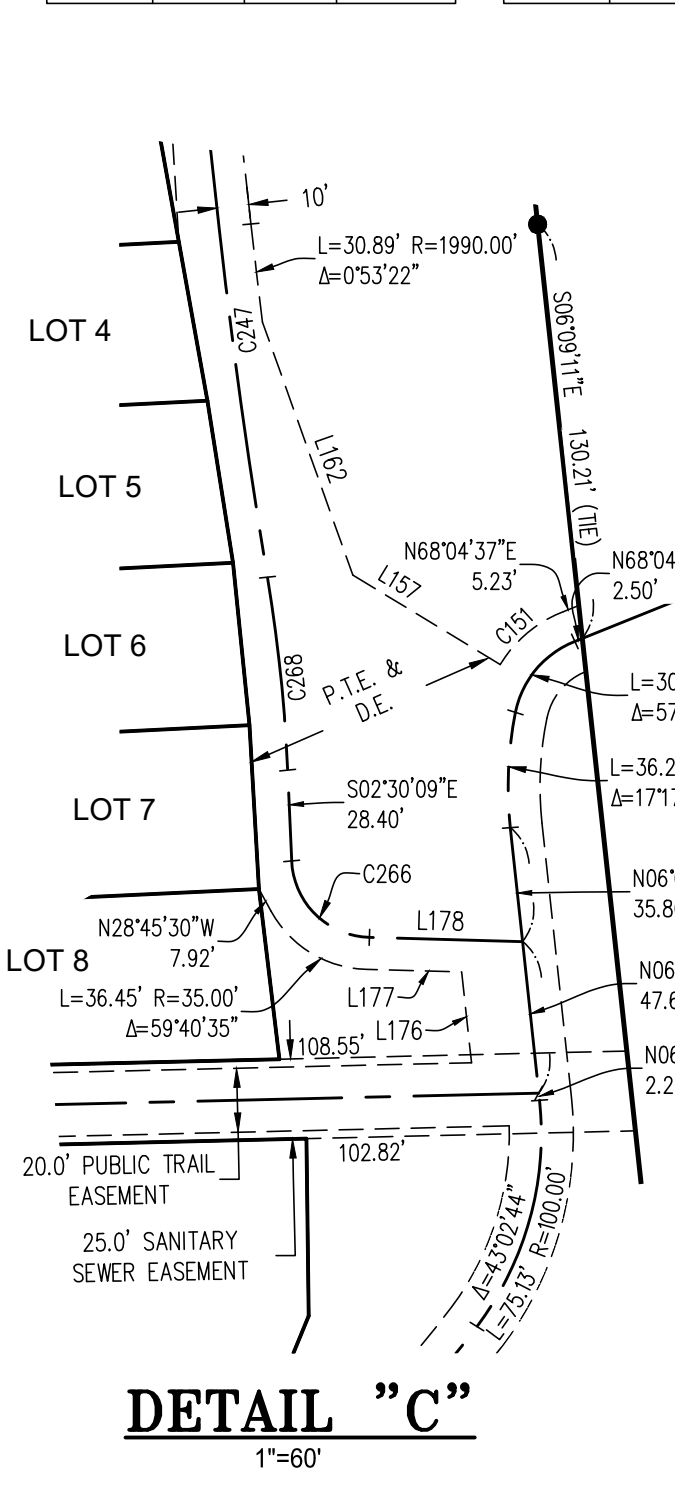
THE BASIS OF BEARINGS FOR THIS MAP IS BASED UPON FOUND MONUMENTS AND IS IDENTICAL TO THAT RECORD OF SURVEY AS SHOWN IN BOOK 8 OF SURVEYS AT PAGE 37 OFFICIAL RECORDS OF NEVADA COUNTY.

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	27.43'	210.00'	7°29'02"
C29	54.24'	668.63'	4°38'54"
C41	8.18'	22.00'	21°18'26"
C51	37.43'	22.00'	97°29'02"
C52	46.67'	30.00'	89°08'08"
C55	27.08'	22.00'	70°32'05"
C78	11.77'	17.63'	38°14'16"
C112	56.05'	45.38'	70°46'23"
C115	120.30'	53.00'	130°02'57"
C116	35.93'	292.01'	7°03'03"
C121	52.94'	344.76'	8°47'52"
C122	43.17'	386.76'	6°23'45"
C123	49.60'	386.76'	7°20'53"
C124	49.13'	386.76'	7°16'40"
C125	49.54'	386.76'	7°20'18"
C126	50.78'	386.76'	7°31'20"
C127	48.29'	386.76'	7°09'15"
C128	49.54'	386.76'	7°20'18"
C129	49.54'	386.76'	7°20'18"
C130	32.87'	386.76'	4°52'09"
C131	14.42'	31.00'	26°39'12"
C132	1.61'	31.00'	2°59'05"
C133	49.80'	53.00'	53°50'00"
C134	52.07'	53.00'	56°17'21"

CURVE #	LENGTH	RADIUS	DELTA
C135	7.41'	30.53'	13°54'35"
C136	8.53'	710.63'	0°41'15"
C137	51.00'	710.63'	4°06'43"
C138	33.29'	710.63'	2°41'04"
C139	10.43'	17.63'	33°54'19"
C140	44.70'	22.00'	116°25'30"
C144	45.83'	344.76'	7°36'57"
C145	9.88'	17.63'	32°07'09"
C147	18.54'	767.63'	1°23'02"
C149	17.02'	518.21'	1°32'55"
C150	37.13'	22.00'	96°42'13"
C151	26.16'	40.00'	37°27'52"
C153	36.50'	22.00'	95°04'08"
C154	65.36'	662.00'	5°39'24"
C155	31.86'	661.99'	2°45'26"
C156	10.73'	17.63'	34°52'46"
C157	40.31'	22.00'	104°59'25"
C160	10.43'	17.63'	33°54'32"
C161	63.57'	22.00'	165°33'12"
C162	9.88'	17.63'	32°07'09"
C164	111.86'	344.76'	18°35'22"
C165	23.25'	500.00'	2°39'51"
C168	7.63'	292.01'	1°29'52"
C169	20.13'	192.37'	5°59'46"

CURVE #	LENGTH	RADIUS	DELTA
C170	9.71'	22.00'	25°17'36"
C175	91.22'	531.36'	9°50'10"
C177	33.54'	578.62'	3°19'16"
C178	9.02'	578.62'	0°53'35"
C179	33.02'	578.62'	3°16'10"
C202	8.63'	31.00'	15°56'31"
C214	55.08'	292.01'	10°48'25"
C215	41.20'	292.01'	8°05'01"
C243	8.51'	135.00'	3°36'44"
C247	110.33'	2000.00'	3°09'39"
L39	1.00'	N 10°22'26" W	
L53	50.00'	N 02°53'25" W	
L157	53.89'	S 58°44'22" E	
L162	83.91'	N 19°38'37" W	
L167	4.43'	N 02°53'25" W	
L168	42.64'	N 02°53'25" W	
L176	28.53'	S 06°11'57" E	
L177	29.83'	S 88°26'05" E	
L178	47.88'	S 88°26'05" E	

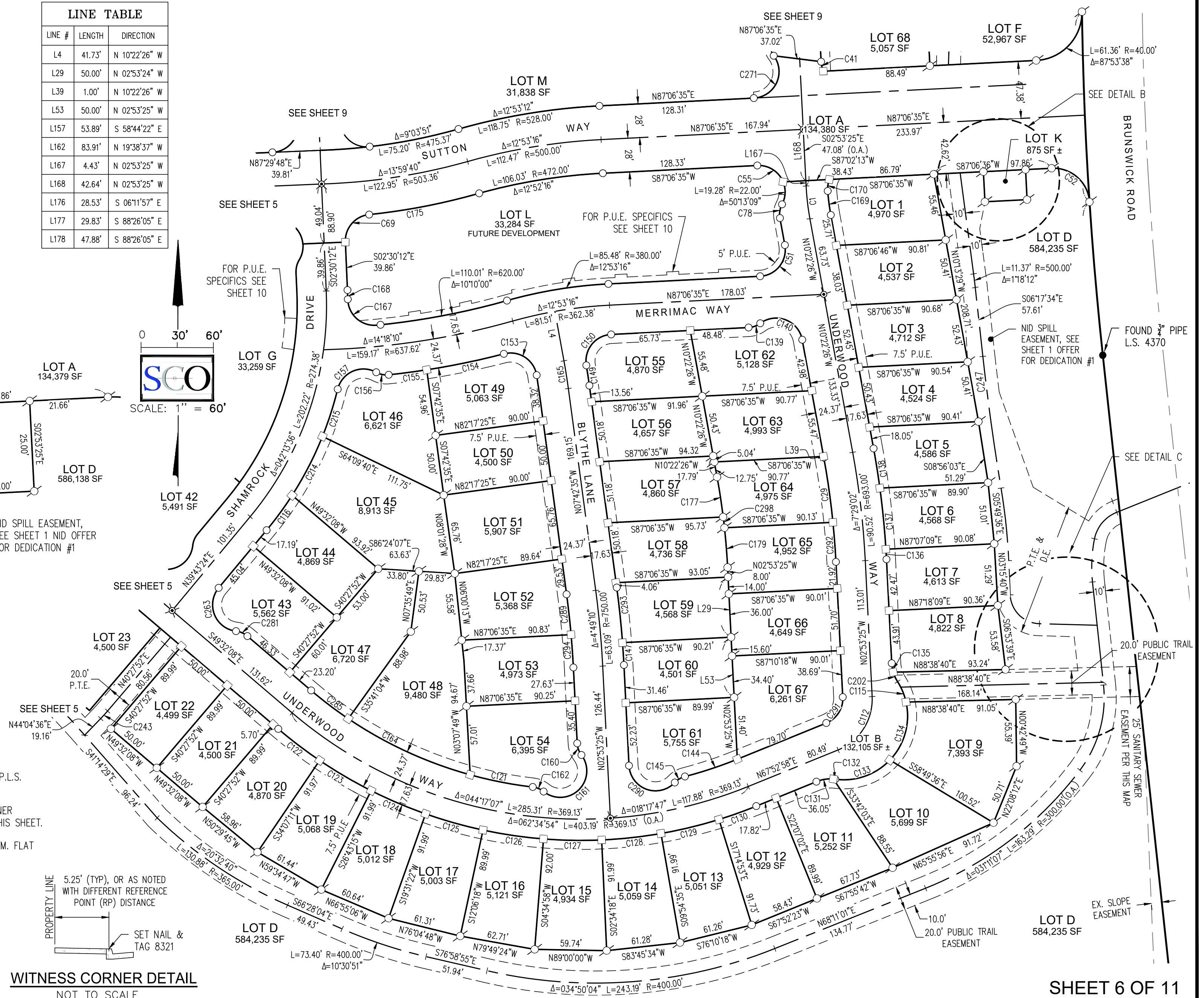
LINE TABLE		
LINE #	LENGTH	DIRECTION
L4	41.73'	N 10°22'26" W
L29	50.00'	N 02°53'24" W
L39	1.00'	N 10°22'26" W
L53	50.00'	N 02°53'25" W
L157	53.89'	S 58°44'22" E
L162	83.91'	N 19°38'37" W
L167	4.43'	N 02°53'25" W
L168	42.64'	N 02°53'25" W
L176	28.53'	S 06°11'57" E
L177	29.83'	S 88°26'05" E
L178	47.88'	S 88°26'05" E



- LEGEND**
- SET 5/8" REBAR W/ CAP, STAMPED "P.L.S. 8321".
 - SET NAIL AND TAG FOR WITNESS CORNER STAMPED "P.L.S. 8321", SEE DETAIL THIS SHEET.
 - SET 3/4" DRIVING SHAFT WITH 2" ALUM. FLAT HEAD, STAMPED "P.L.S. 8321"
 - FOUND, AS DESCRIBED
 - NOTHING FOUND, DIMENSION POINT
 - OVERALL OFFICIAL RECORDS NEVADA COUNTY
 - DRAINAGE EASEMENT
 - PUBLIC UTILITY EASEMENT
 - PUBLIC TRAIL EASEMENT
 - REFERENCE POINT



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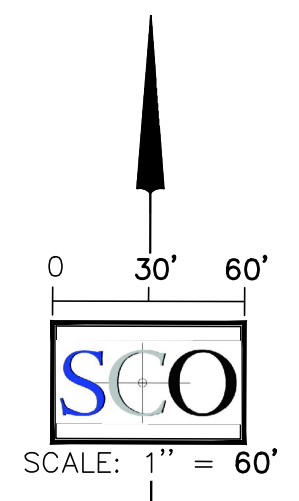
FINAL MAP NO. 18PLN-45 LOMA RICA RANCH PHASE 1

BEING A PORTION OF SECTIONS 24 & 25, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B. & M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
NOVEMBER, 2024 SCALE 1" = 60'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C16	70.09'	521.01'	7'42'27"
C22	41.48'	22.00'	108'01'44"
C23	10.43'	17.63'	33'54'32"
C25	34.58'	500.00'	3'57'45"
C27	35.84'	524.37'	3'54'58"
C28	48.12'	200.00'	13'47'06"
C36	48.12'	200.00'	13'47'06"
C37	48.12'	200.00'	13'47'07"
C60	47.92'	200.00'	13'43'40"
C88	47.67'	200.00'	13'39'21"
C92	47.68'	200.00'	13'39'37"
C94	17.61'	200.00'	5'02'42"
C95	35.08'	22.00'	91'21'23"
C96	47.67'	231.13'	11'49'03"
C97	48.50'	22.00'	126'19'23"
C98	10.11'	17.63'	32'50'34"
C99	73.68'	158.01'	26'42'55"
C100	107.53'	158.01'	38'59'22"
C101	50.39'	158.01'	18'16'17"
C102	14.97'	158.01'	5'25'46"
C103	10.77'	17.63'	35'00'46"
C104	46.14'	22.00'	120'09'16"

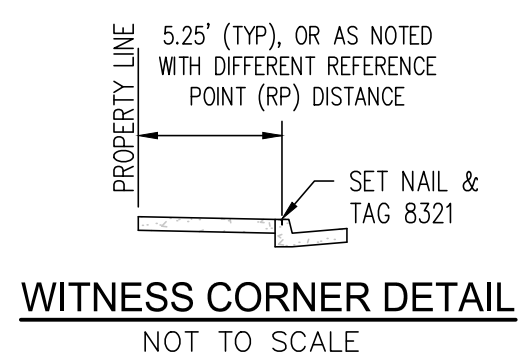
LINE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C106	42.78'	521.01'	4'42'18"
C107	5.98'	521.01'	0'39'26"
C108	37.37'	22.00'	97'20'04"
C109	24.22'	500.00'	2'46'33"
C110	10.36'	500.00'	1'11'12"
C174	47.58'	22.00'	123'54'49"
C176	10.52'	17.63'	34'11'33"
C180	64.25'	521.01'	7'03'58"
C181	32.81'	22.00'	85'27'25"
C182	7.30'	200.00'	2'05'26"
C219	51.16'	503.39'	5'49'22"
C232	23.97'	477.40'	2'52'37"
C257	70.22'	90.00'	44'42'20"
C270	34.56'	22.00'	90'00'00"
C277	194.94'	244.45'	45'41'27"
C278	149.40'	521.01'	16'25'45"
C283	78.35'	503.38'	8'55'03"
C284	98.61'	503.38'	11'13'28"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L7	63.74'	N 80°21'28" W
L8	59.77'	N 09°10'36" E
L95	20.80'	S 00°24'12" W
L122	2.26'	N 27°42'00" E
L123	158.14'	N 72°24'20" E
L132	22.77'	N 50°52'32" W
L159	10.63'	S 39°07'28" W



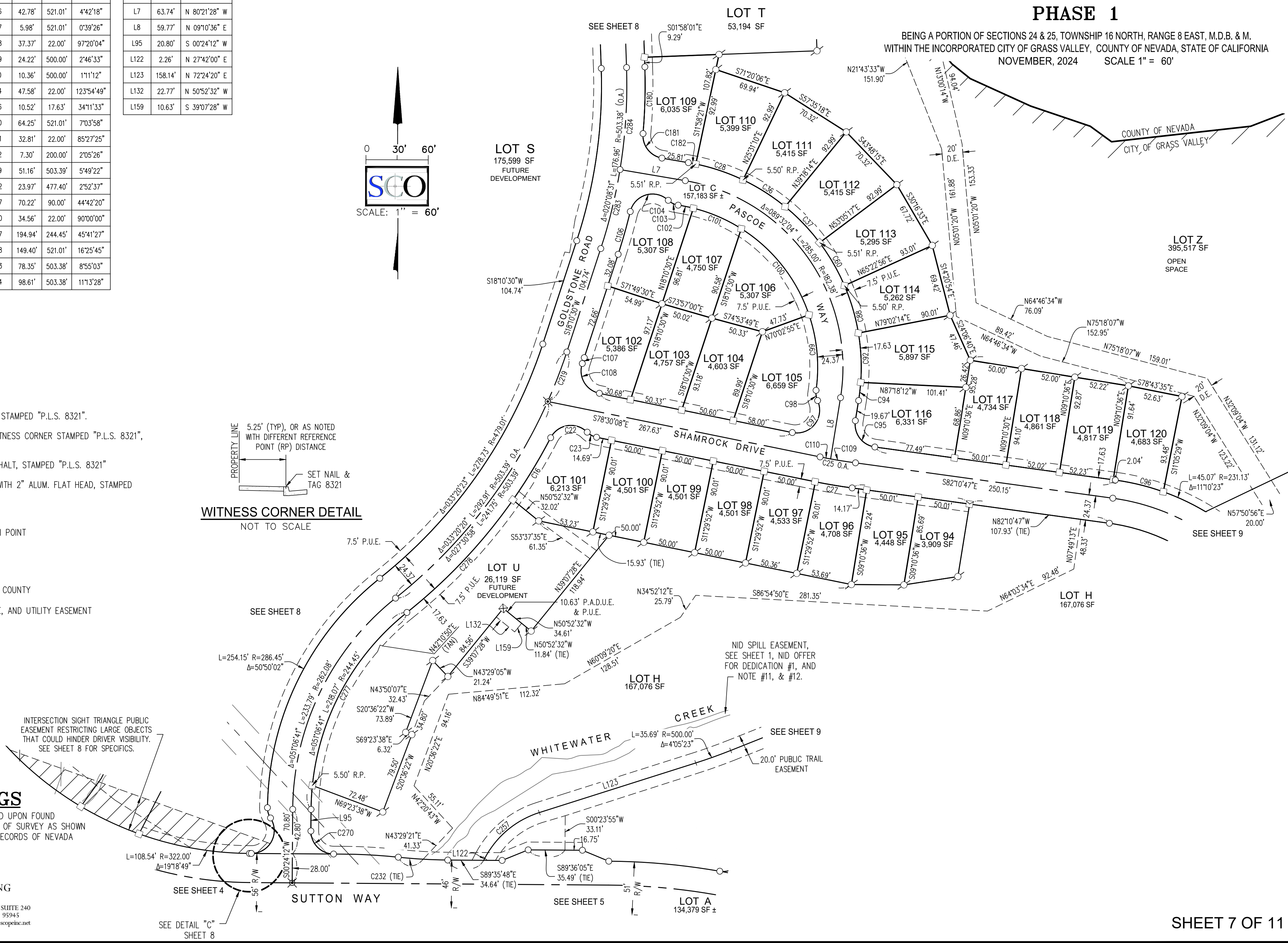
LEGEND

- SET 5/8" REBAR W/ CAP, STAMPED "P.L.S. 8321".
- SET NAIL AND TAG FOR WITNESS CORNER STAMPED "P.L.S. 8321", SEE DETAIL THIS SHEET.
- SET NAIL AND TAG IN ASPHALT, STAMPED "P.L.S. 8321"
- SET 3/4" DRIVING SHAFT WITH 2" ALUM. FLAT HEAD, STAMPED "P.L.S. 8321"
- FOUND, AS DESCRIBED
- NOTHING FOUND, DIMENSION POINT
- EXISTING CITY LIMITS
- (O.A.) OVERALL OFFICIAL RECORDS NEVADA COUNTY
- D.E. DRAINAGE EASEMENT
- P.A.D.U.E. PRIVATE ACCESS, DRAINAGE, AND UTILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.T.E. PUBLIC TRAIL EASEMENT
- R.P. REFERENCE POINT



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS BASED UPON FOUND MONUMENTS AND IS IDENTICAL TO THAT RECORD OF SURVEY AS SHOWN IN BOOK 8 OF SURVEYS AT PAGE 37 OFFICIAL RECORDS OF NEVADA COUNTY.



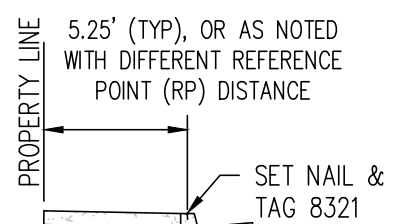
FINAL MAP NO. 18PLN-45 LOMA RICA RANCH PHASE 1

BEING A PORTION OF SECTIONS 24 & 25, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B. & M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
NOVEMBER, 2024 SCALE 1" = 60'

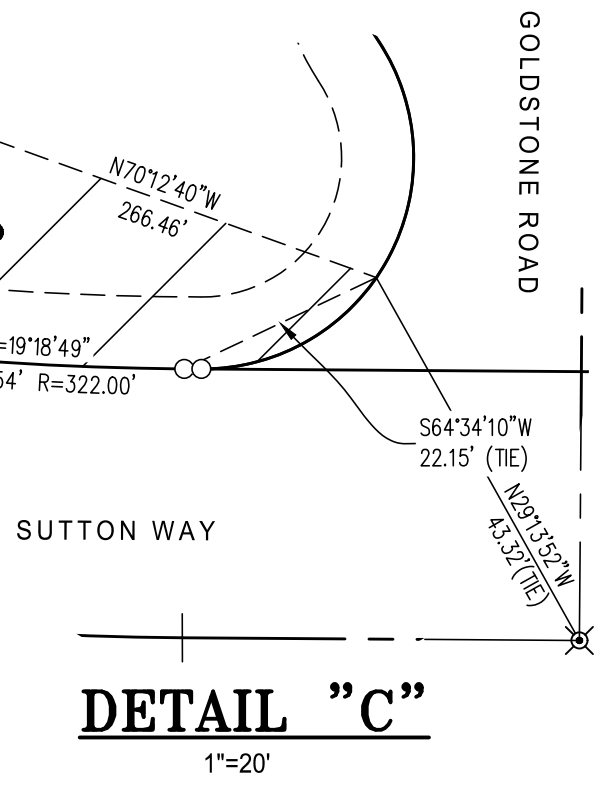
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C16	70.09'	521.01'	7°42'27"
C22	41.48'	22.00'	108°01'44"
C106	42.78'	521.01'	4°42'18"
C107	5.98'	521.01'	0°39'26"
C108	37.37'	22.00'	97°20'04"
C180	64.25'	521.01'	7°03'58"
C219	51.16'	503.39'	5°49'22"
C270	34.56'	22.00'	90°00'00"
C277	194.94'	244.45'	45°41'27"
C278	149.40'	521.01'	16°25'45"
C283	78.35'	503.38'	8°55'03"
C284	98.61'	503.38'	11°13'28"
C286	165.66'	236.95'	40°03'25"
C287	38.60'	236.95'	9°20'03"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L95	20.80'	S 00°24'12" W
L163	33.92'	N 27°33'47" E
L164	33.23'	N 36°08'53" E

INTERSECTION SIGHT EASEMENT
RESTRICTING LARGE OBJECTS THAT COULD
HINDER DRIVER VISIBILITY IS DEDICATED
TO THE CITY OF GRASS VALLEY.



WITNESS CORNER DETAIL
NOT TO SCALE



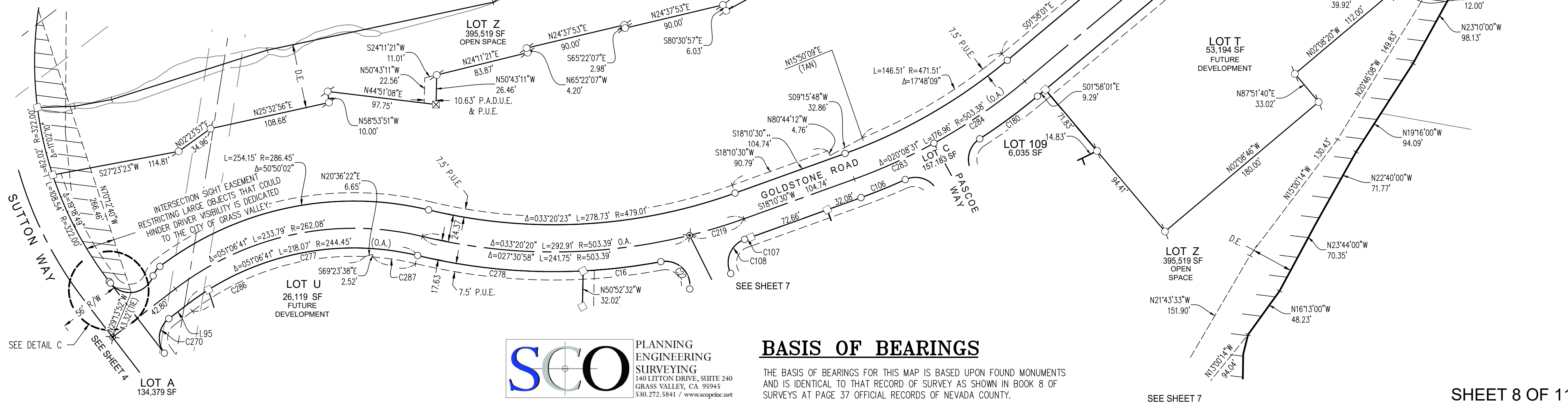
DETAIL "C"
1"=20'

LEGEND

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- ⊗ SET NAIL AND TAG IN ASPHALT, STAMPED "P.L.S. 8321"
- ⊗ SET 3/4" DRIVING SHAFT WITH 2" ALUM. FLAT HEAD, STAMPED "P.L.S. 8321"
- FOUND, AS DESCRIBED
- + ○ NOTHING FOUND, DIMENSION POINT

EXISTING CITY LIMITS

- (OA) OVERALL
- O.R.N.C. OFFICIAL RECORDS NEVADA COUNTY
- D.E. DRAINAGE EASEMENT
- P.A.D.U.E. PRIVATE ACCESS, DRAINAGE, & UTILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.T.E. PUBLIC TRAIL EASEMENT
- R.P. REFERENCE POINT



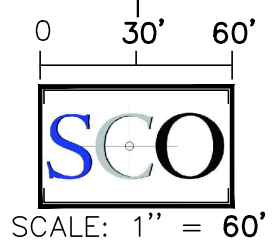
BASIS OF BEARINGS

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ENGINEERING
SURVEYING
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530.272.5841 / www.scopeinc.net

FINAL MAP NO. 18PLN-45 LOMA RICA RANCH PHASE 1

BEING A PORTION OF SECTIONS 24 & 25, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B. & M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
NOVEMBER, 2024 SCALE 1" = 60'



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C24	87.53'	367.00'	13°39'56"
C25	34.58'	500.00'	3°57'45"
C30	33.38'	22.00'	86°55'19"
C31	29.04'	227.63'	7°18'31"
C32	47.83'	227.63'	12°02'16"
C33	49.06'	227.63'	12°20'55"
C34	13.21'	227.63'	3°19'32"
C41	8.18'	22.00'	21°18'26"
C43	69.90'	231.13'	17°19'42"
C44	31.10'	22.00'	80°59'51"
C46	50.04'	282.37'	10°09'13"
C47	50.69'	282.37'	10°17'05"
C48	49.97'	282.37'	10°08'23"
C56	10.69'	42.37'	14°27'43"
C57	27.73'	42.37'	37°29'54"
C58	33.53'	55.00'	34°55'58"
C62	44.88'	55.00'	46°45'13"
C63	34.70'	55.00'	36°09'13"
C64	42.31'	55.00'	44°04'25"
C65	42.47'	55.00'	44°14'41"
C66	47.32'	55.00'	49°17'47"
C67	22.31'	55.00'	23°14'12"
C68	34.56'	42.37'	46°43'51"
C184	55.91'	189.13'	16°56'20"
C185	50.68'	22.00'	131°58'58"
C186	9.43'	17.63'	30°39'13"
C187	10.43'	17.63'	33°54'32"
C188	44.03'	22.00'	114°40'19"
C189	11.03'	17.63'	35°52'10"
C190	18.44'	304.15'	3°28'22"
C191	68.41'	304.15'	12°53'10"
C192	37.09'	304.15'	6°59'15"
C193	23.05'	282.37'	4°40'40"
C198	10.43'	17.60'	33°57'54"
C208	92.30'	387.00'	13°39'56"
C210	15.71'	10.00'	90°00'00"
C211	15.71'	10.00'	90°00'00"
C212	92.30'	387.00'	13°39'56"

LINE TABLE

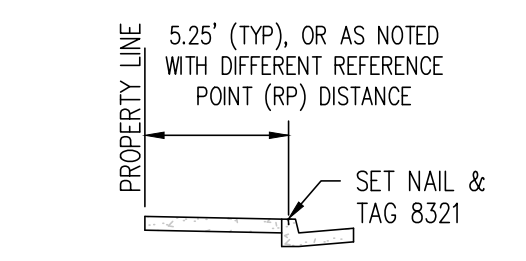
LINE #	LENGTH	DIRECTION
L9	40.32'	N 79°35'20" E
L10	32.97'	N 40°59'21" W
L30	50.80'	N 61°18'05" E
L31	50.52'	S 86°16'56" E
L34	41.50'	S 75°45'56" E
L60	20.11'	S 14°14'04" W
L101	41.50'	S 75°45'56" E
L107	39.61'	S 82°51'31" E
L119	18.62'	S 06°56'46" E
L120	52.41'	N 63°40'17" E
L125	78.71'	N 50°19'04" E
L127	21.18'	N 12°57'08" E
L169	79.61'	N 49°38'12" E
L171	19.01'	N 69°35'36" E

LEGEND

- SET 5/8" REBAR W/ CAP, STAMPED "P.L.S. 8321".
- SET NAIL AND TAG FOR WITNESS CORNER STAMPED "P.L.S. 8321", SEE DETAIL THIS SHEET.
- SET 3/4" DRIVING SHAFT WITH 2" ALUM. FLAT HEAD, STAMPED "P.L.S. 8321"
- FOUND, AS DESCRIBED
- NOTHING FOUND, DIMENSION POINT

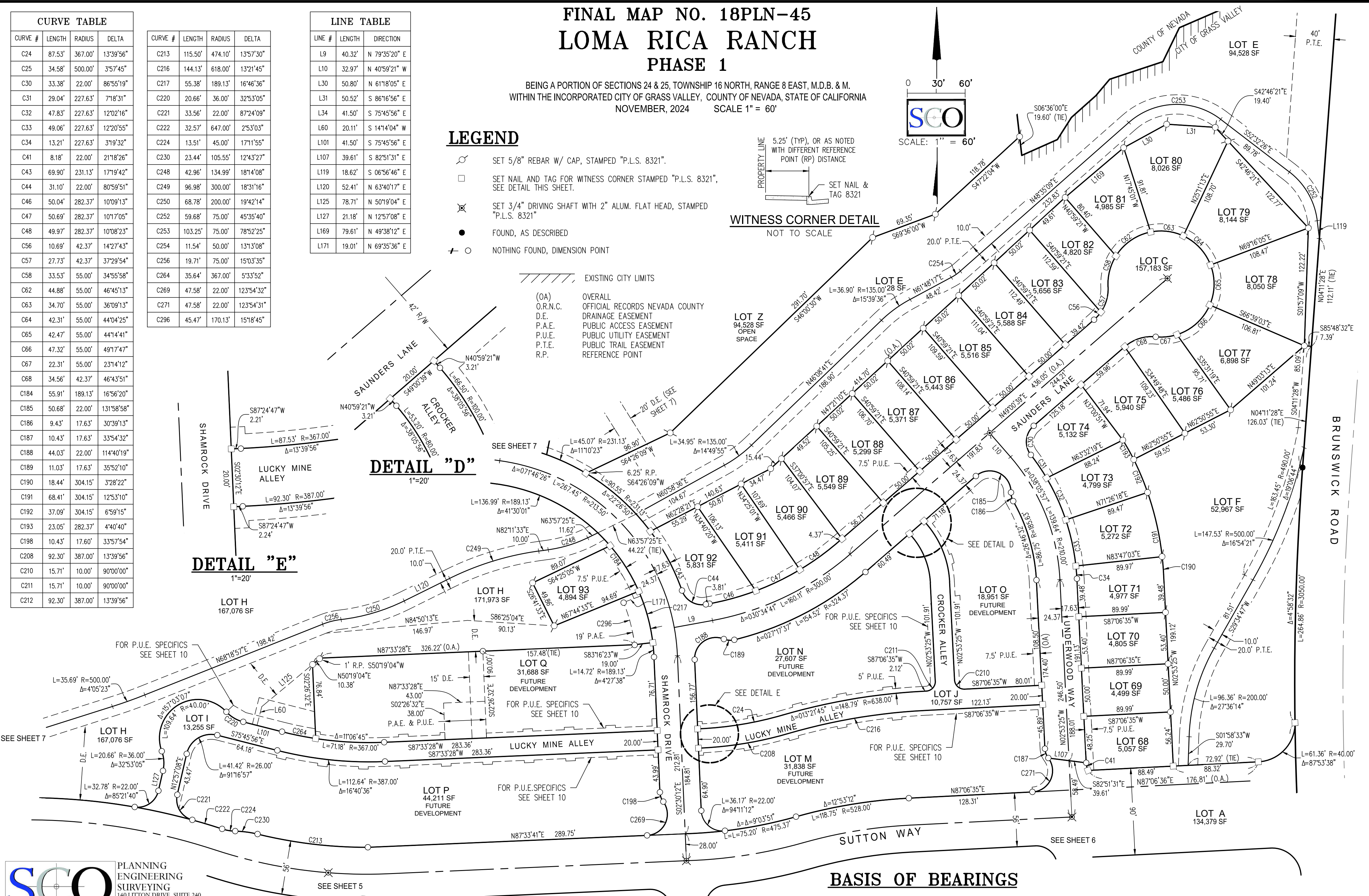
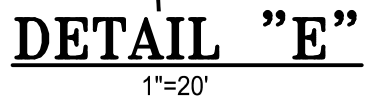
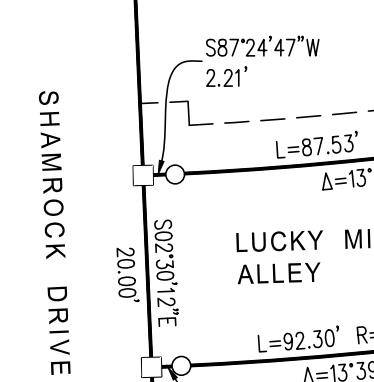
WITNESS CORNER DETAIL

NOT TO SCALE



EXISTING CITY LIMITS

- (OA) OVERALL OFFICIAL RECORDS NEVADA COUNTY
- D.E. DRAINAGE EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.T.E. PUBLIC TRAIL EASEMENT
- R.P. REFERENCE POINT



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS BASED UPON FOUND MONUMENTS AND IS IDENTICAL TO THAT RECORD OF SURVEY AS SHOWN IN BOOK 8 OF SURVEYS AT PAGE 37 OFFICIAL RECORDS OF NEVADA COUNTY.

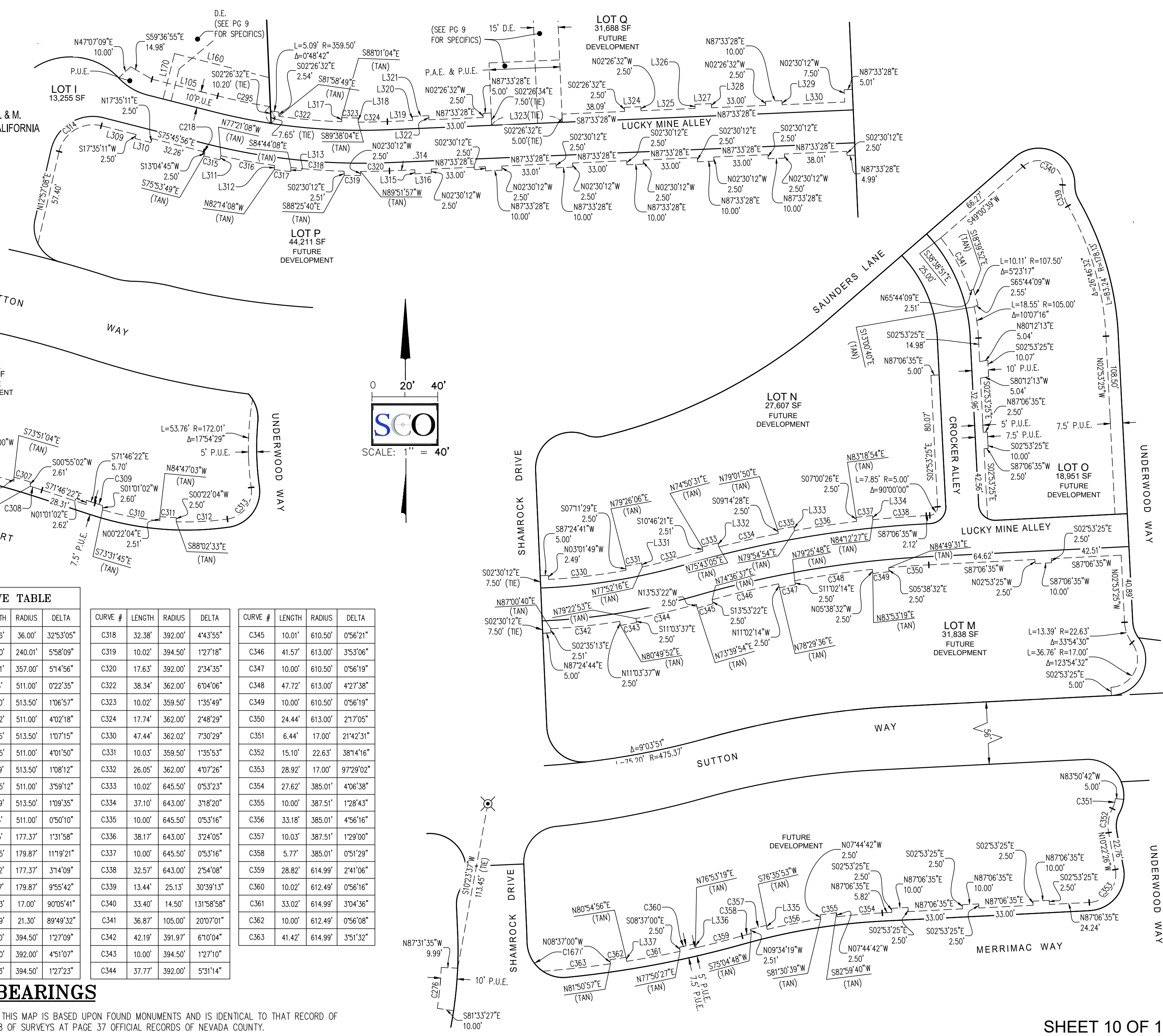
SCO PLANNING ENGINEERING SURVEYING
140 LITTON DRIVE, SUITE 240
GRASS VALLEY, CA 95945
530.272.5841 / www.scoinc.net

FINAL MAP NO. 18PLN-45 LOMA RICA RANCH PHASE 1

BEING A PORTION OF SECTIONS 24 & 25, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B. & M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
NOVEMBER, 2024 SCALE 1" = 40'

LEGEND

- ⊗ SET 3/4" DRIVING SHAFT WITH 2" ALUM. FLAT HEAD, STAMPED "P.L.S. 8321"
- FOUND, AS DESCRIBED
- + ○ NOTHING FOUND, DIMENSION POINT
- (R) RADIAL
- (TAN) TANGENT
- P.U.E. PUBLIC UTILITY EASEMENT



LINE TABLE			LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L105	41.23'	S 75°45'56" E	L319	15.27'	N 87°33'28" E
L300	39.00'	S 89°35'48" E	L320	2.50'	N 02°26'32" W
L301	2.50'	N 00°24'12" E	L321	10.00'	N 87°33'28" E
L302	10.00'	S 89°35'48" E	L322	2.50'	S 02°26'32" E
L303	2.50'	S 00°24'12" W	L323	43.00'	N 87°33'28" E
L304	32.14'	S 89°35'48" E	L324	10.00'	S 87°33'28" W
L305	2.50'	N 01°08'49" E	L325	32.91'	S 87°33'28" W
L306	2.50'	S 01°08'49" W	L326	2.50'	N 02°26'32" W
L308	2.51'	S 01°03'02" W	L327	10.00'	N 87°33'28" E
L309	21.87'	S 75°45'56" E	L328	2.50'	S 02°26'32" E
L310	10.02'	S 75°45'56" E	L329	2.50'	S 02°26'32" E
L311	2.50'	N 13°04'45" E	L330	38.09'	N 87°33'28" E
L312	2.51'	S 02°51'25" W	L331	2.51'	N 07°11'29" W
L313	2.50'	N 02°51'25" E	L332	2.50'	N 10°46'21" W
L314	15.38'	N 87°33'28" E	L333	2.50'	N 09°14'28" W
L315	2.50'	S 02°30'12" E	L334	2.50'	N 07°00'26" W
L316	10.00'	N 87°33'28" E	L335	2.51'	N 09°34'19" W
L317	2.51'	N 02°26'32" W	L336	2.51'	S 08°37'00" E
L318	2.50'	S 02°26'32" E	L337	2.50'	S 08°37'00" E

CURVE TABLE				CURVE TABLE				CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA	CURVE #	LENGTH	RADIUS	DELTA	CURVE #	LENGTH	RADIUS	DELTA
C220	20.66'	36.00'	32°53'05"	C318	32.38'	392.00'	4°43'55"	C345	10.01'	610.50'	0°56'21"
C276	25.00'	240.01'	5°58'09"	C319	10.02'	394.50'	1°27'18"	C346	41.57'	613.00'	3°53'06"
C295	32.71'	357.00'	5°14'56"	C320	17.63'	392.00'	2°34'35"	C347	10.00'	610.50'	0°56'19"
C300	3.36'	511.00'	0°22'35"	C322	38.34'	362.00'	6°04'06"	C348	47.72'	613.00'	4°27'38"
C301	10.00'	513.50'	1°06'57"	C323	10.02'	359.50'	1°35'49"	C349	10.00'	610.50'	0°56'19"
C302	36.02'	511.00'	4°02'18"	C324	17.74'	362.00'	2°48'29"	C350	24.44'	613.00'	2°17'05"
C303	10.05'	513.50'	1°07'15"	C330	47.44'	362.02'	7°30'29"	C351	6.44'	17.00'	21°42'31"
C304	35.95'	511.00'	4°01'50"	C331	10.03'	359.50'	1°35'53"	C352	15.10'	22.63'	38°14'16"
C305	10.19'	513.50'	1°08'12"	C332	26.05'	362.00'	4°07'26"	C353	28.92'	17.00'	97°29'02"
C306	35.55'	511.00'	3°59'12"	C333	10.02'	645.50'	0°53'23"	C354	27.62'	385.01'	4°06'38"
C307	10.39'	513.50'	1°09'35"	C334	37.10'	643.00'	3°18'20"	C355	10.00'	387.51'	1°28'43"
C308	7.46'	511.00'	0°50'10"	C335	10.00'	645.50'	0°53'16"	C356	33.18'	385.01'	4°56'16"
C309	4.75'	177.37'	1°31'58"	C336	38.17'	643.00'	3°24'05"	C357	10.03'	387.51'	1°29'00"
C310	35.55'	179.87'	1°11'29"	C337	10.00'	645.50'	0°53'16"	C358	5.77'	385.01'	0°51'29"
C311	10.02'	177.37'	3°14'09"	C338	32.57'	643.00'	2°54'08"	C359	28.82'	614.99'	2°41'06"
C312	31.17'	179.87'	9°55'42"	C339	13.44'	25.13'	30°39'13"	C360	10.02'	612.49'	0°56'16"
C313	26.73'	17.00'	9°00'54"	C340	33.40'	14.50'	131°58'58"	C361	33.02'	614.99'	3°04'36"
C314	33.39'	21.30'	89°49'32"	C341	36.87'	105.00'	20°07'01"	C362	10.00'	612.49'	0°56'08"
C315	10.00'	394.50'	1°27'09"	C342	42.19'	391.97'	6°10'04"	C363	41.42'	614.99'	3°51'32"
C316	33.20'	392.00'	4°51'07"	C343	10.00'	394.50'	1°27'10"				
C317	10.03'	394.50'	1°27'23"	C344	37.77'	392.00'	5°31'14"				

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS BASED UPON FOUND MONUMENTS AND IS IDENTICAL TO THAT RECORD OF SURVEY AS SHOWN IN BOOK 8 OF SURVEYS AT PAGE 37 OFFICIAL RECORDS OF NEVADA COUNTY.

SUPPLEMENTAL DATA SHEET
FINAL MAP NO. 18PLN-45
LOMA RICA RANCH
PHASE 1

BEING A PORTION OF SECTIONS 24 & 25, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B. & M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
NOVEMBER, 2024 SCALE 1" = 40'

THE ADDITIONAL INFORMATION SHOWN HEREON IS FOR INFORMATIONAL PURPOSES, DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST.

1. THE OVERALL DEVELOPMENT SUBJECT TO THIS MASTER DECLARATION IS LOCATED IN THE VICINITY OF THE NEVADA COUNTY AIRPORT, WITHIN WHAT IS KNOWN AS AN AIRPORT INFLUENCE AREA. FOR THIS REASON, THE PROPERTY MAY BE SUBJECT TO SOME OF THE ANNOYANCES OR INCONVENIENCES ASSOCIATED WITH THE PROXIMITY TO THE AIRPORT OPERATIONS (FOR EXAMPLE: NOISE, VIBRATION, OR ODORS). INDIVIDUAL SENSITIVITIES TO THOSE ANNOYANCES CAN VARY FROM PERSON TO PERSON. THE PROSPECTIVE BUYERS SHOULD CONSIDER WHAT AIRPORT ANNOYANCES, IF ANY, ARE ASSOCIATED WITH THE PROPERTY BEFORE COMPLETING THE PURCHASE OF A LOT AND DETERMINE WHETHER THEY ARE ACCEPTABLE.

FINAL MAP NO. 18PLN-45 LOMA RICA RANCH PHASE 2

BEING DIVISION OF LOTS "S", "T", AND "U", PER FINAL MAP NO 18PLN-45,
LOMA RICA RANCH, PHASE 1,
FILED IN BOOK ___ OF SUBDIVISIONS AT PAGE ___, O.R.N.C.
BEING PORTION OF SECTION 24 & 25, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B. & M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
NOVEMBER, 2024

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION AND HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- 1. PUBLIC UTILITY EASEMENTS (P.U.E.) WHERE SHOWN, FOR PUBLIC UTILITIES, AND INCLUDES RIGHTS FOR CONSTRUCTION, RECONSTRUCTION, ACCESS TO AND MAINTENANCE OF, IMPROVEMENTS AND STRUCTURES, WHETHER COVERED OR OPEN, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE EASEMENTS DESCRIBED BELOW ARE ESTABLISHED FOR PRIVATE PURPOSES FOR THE BENEFIT IDENTIFIED HEREIN, OR AS SPECIFICALLY SHOWN ON THIS FINAL MAP:

- 2. A PRIVATE ACCESS, DRAINAGE, AND UTILITY EASEMENT (P.A.D.U.E.) FOR THE BENEFIT OF THE DESIGNATED LOTS FOR INSTALLATION OF ALL PRIVATE UTILITIES, VEHICULAR ACCESS, MAINTENANCE AND APPURTENANCES THERETO.

GVC PROPERTY 18 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
JAMES F. BALDACCI
IT'S MANAGER

ST THOMAS CONSTRUCTION, INC.
IT'S MANAGER

BY: _____
THOMAS A. BALDACCI
IT'S PRESIDENT

NOTES

- 1. THIS SUBDIVISION CONSISTS OF 5.85± ACRES, WITH 60 ATTACHED RESIDENTIAL LOTS (1-60) AND MISCELLANEOUS LOTS "A", "B", "C", "D", "E", AND "F".
- 2. COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LOMA RICA RANCH ARE RECORDED PER DOCUMENT NO. _____ O.R.N.C.

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, COUNTY OF _____

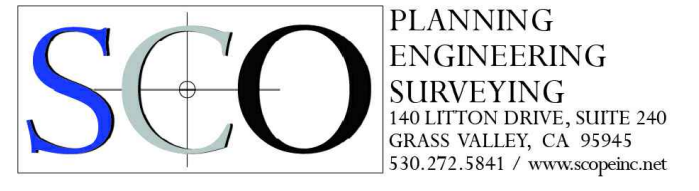
On _____, before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

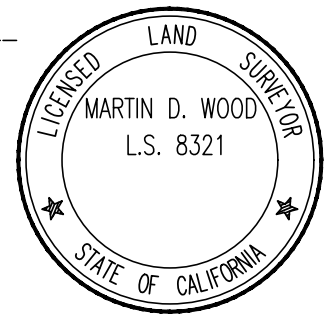
Signature Printed Name
My Registration Number: _____ and Expires on: _____
My Principal Place of Business is: _____ county.



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF GVC PROPERTY 18 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN AUGUST OF 2020 AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED ON OR BEFORE DECEMBER 1, 2024, AND THEY ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE _____ MARTIN WOOD, P.L.S. 8321



CITY ENGINEER'S STATEMENT

THIS FINAL MAP HAS BEEN EXAMINED BY ME AND THE SUBDIVISION AS SHOWN AND IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH THIS _____ DAY OF _____ 2024.

BJORN JONES R.C.E. 75378
CITY OF GRASS VALLEY

CITY SURVEYOR'S STATEMENT

THIS FINAL MAP HAS BEEN EXAMINED BY ME AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT THIS _____ DAY OF _____ 2024.

MICHAEL MAYS, PLS 6967
CITY OF GRASS VALLEY

CITY COUNCIL'S STATEMENT AND CERTIFICATE FOR DEDICATION

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF GRASS VALLEY, STATE OF CALIFORNIA, BY A MOTION ADOPTED AT A MEETING HELD ON THE _____ DAY OF _____ 2024 DID APPROVE FOR FILING OF THIS FINAL MAP OF "LOMA RICA RANCH, PHASE 2" CONSISTING OF 4 SHEETS AND ACCEPTED FOR PUBLIC USE ITEM 1 OF THE OWNER'S STATEMENT AS SHOWN HEREON. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES REGARDING DEPOSITS HAVE BEEN COMPLIED WITH THIS _____ DAY OF _____ 2024 AT _____ M.

TAYLOR DAY
CITY CLERK

TAX COLLECTOR'S STATEMENT

I, MICHELLE BODLEY, THE OFFICIAL COMPUTING REDEMPTIONS FOR THE COUNTY OF NEVADA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE THERE ARE NO LIENS FOR UNPAID TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES AGAINST THE LANDS SUBDIVIDED HEREON, EXCEPT TAXES OR ASSESSMENTS NOT YET PAYABLE BUT CONSTITUTING A LIEN IS _____.

DATE _____ MICHELLE BODLEY
NEVADA COUNTY TREASURER TAX COLLECTOR

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024 AT _____ M. IN BOOK _____ OF SUBDIVISIONS, AT PAGE _____ AT THE REQUEST OF THE CITY OF GRASS VALLEY.

DOCUMENT # _____
NATALIE ADONA
NEVADA COUNTY CLERK RECORDER

FEE: _____ BY: _____
DEPUTY

FINAL MAP NO. 18PLN-45 LOMA RICA RANCH PHASE 2

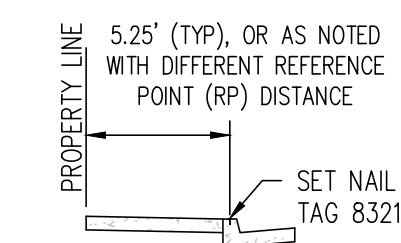
BEING DIVISION OF LOTS "S", "T", AND "U", PER FINAL MAP NO 18PLN-45,
LOMA RICA RANCH, PHASE 1,
FILED IN BOOK ___ OF SUBDIVISIONS AT PAGE ___, O.R.N.C.
BEING PORTION OF SECTION 24 & 25, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B. & M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
NOVEMBER, 2024 SCALE 1" = 40'

BASIS OF BEARINGS

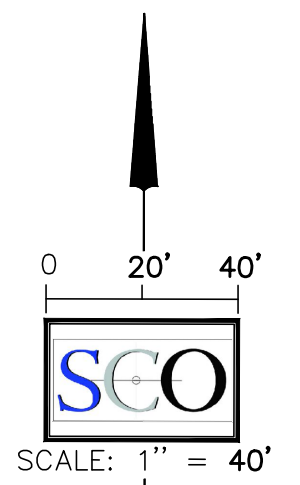
THE BASIS OF BEARINGS FOR THIS MAP IS BASED UPON FOUND MONUMENTS AND IS IDENTICAL TO THAT FINAL MAP AS SHOWN IN BOOK ___ OF SUBDIVISION MAPS AT PAGE ___ OFFICIAL RECORDS OF NEVADA COUNTY.

LEGEND

- SET 5/8" REBAR W/ CAP, STAMPED "P.L.S. 8321".
- SET NAIL AND TAG FOR WITNESS CORNER STAMPED "P.L.S. 8321", SEE DETAIL THIS SHEET.
- SET NAIL AND TAG IN ASPHALT, STAMPED "P.L.S. 8321"
- FOUND 5/8" REBAR W/ CAP, STAMPED "P.L.S. 8321", OR AS DESCRIBED
- NOTHING FOUND, DIMENSION POINT
- D.E. DRAINAGE EASEMENT
- (OA) OVERALL
- O.R.N.C. OFFICIAL RECORDS NEVADA COUNTY
- P.A.D.U.E. PRIVATE ACCESS, DRAINAGE & UTILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R.P. REFERENCE POINT
- (1) RECORD DOCUMENT BOOK ___ SUBDIVISIONS, PAGE ___, O.R.N.C.

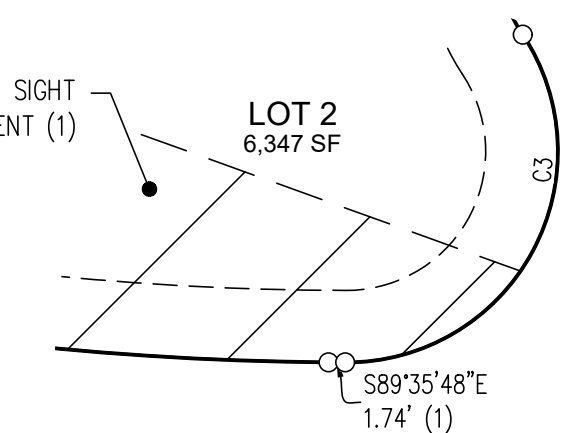
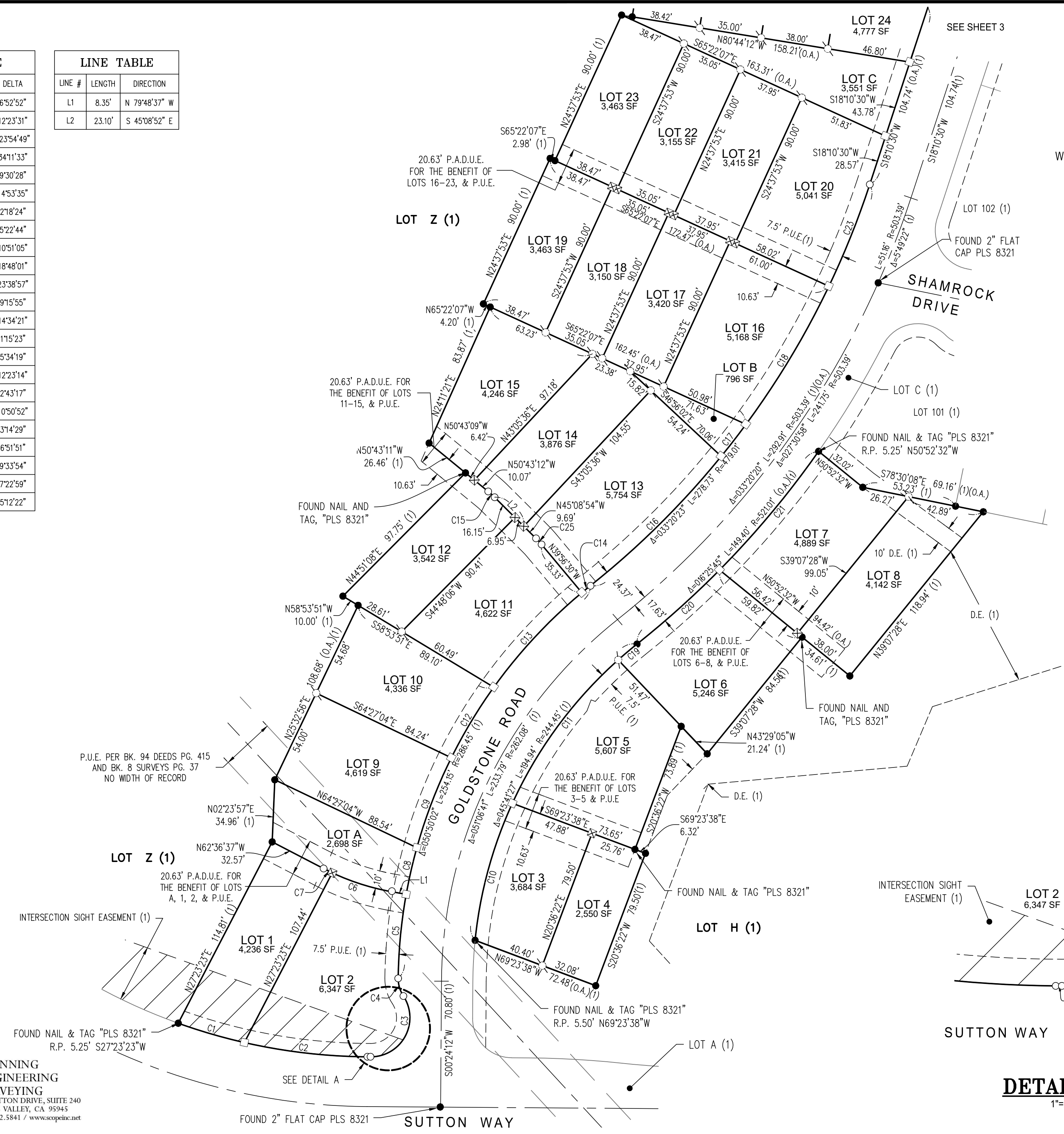


WITNESS CORNER DETAIL
NOT TO SCALE



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	38.75'	322.67'	6°52'52"
C2	69.79'	322.67'	12°23'31"
C3	47.58'	22.00'	123°54'49"
C4	10.52'	17.63'	34°11'33"
C5	47.53'	286.45'	9°30'28"
C6	35.09'	135.00'	14°53'35"
C7	5.43'	135.00'	2°18'24"
C8	26.89'	286.45'	5°22'44"
C9	54.25'	286.45'	10°51'05"
C10	80.21'	244.45'	18°48'01"
C11	100.90'	244.45'	23°38'57"
C12	46.32'	286.45'	9°15'55"
C13	72.86'	286.45'	14°34'21"
C14	6.28'	286.45'	1°15'23"
C15	4.86'	50.00'	5°34'19"
C16	103.56'	479.01'	12°23'14"
C17	22.75'	479.01'	2°43'17"
C18	90.69'	479.01'	10°50'52"
C19	13.83'	244.45'	3°14'29"
C20	62.42'	521.01'	6°51'51"
C21	86.98'	521.01'	9°33'54"
C23	61.73'	479.01'	7°22'59"
C25	4.63'	51.00'	5°12'22"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	8.35'	N 79°48'37" W
L2	23.10'	S 45°08'52" E



DETAIL "A"
1"=20'

SCO PLANNING ENGINEERING SURVEYING
140 LITTON DRIVE, SUITE 240
GRASS VALLEY, CA 95945
530.272.5841 / www.scopeinc.net

FINAL MAP NO. 18PLN-45 LOMA RICA RANCH PHASE 2

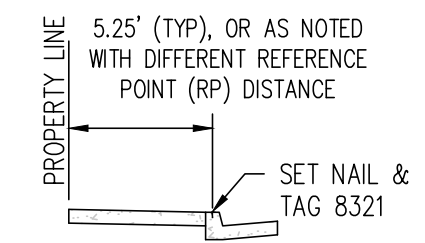
BEING DIVISION OF LOTS "S", "T", AND "U", PER FINAL MAP NO 18PLN-45,
LOMA RICA RANCH, PHASE 1,
FILED IN BOOK ___ OF SUBDIVISIONS AT PAGE ___, O.R.N.C.
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WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
NOVEMBER, 2024 SCALE 1" = 40'

BASIS OF BEARINGS

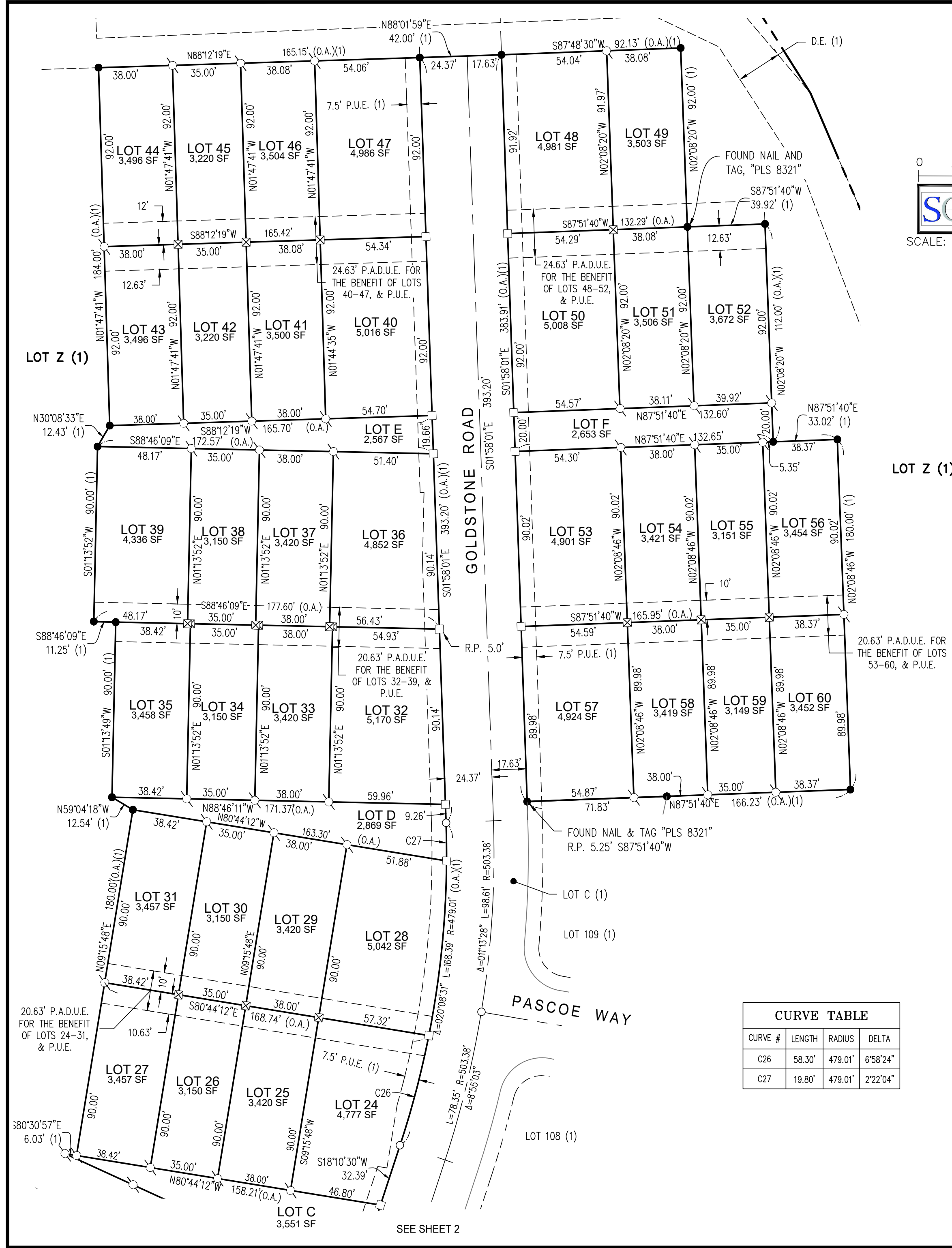
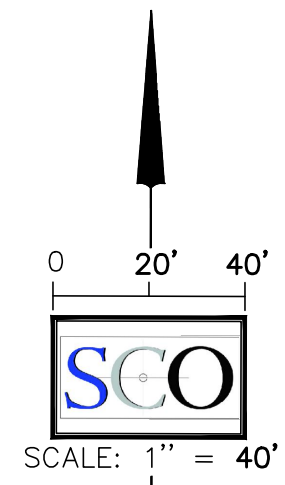
THE BASIS OF BEARINGS FOR THIS MAP IS BASED UPON FOUND MONUMENTS AND IS IDENTICAL TO THAT FINAL MAP AS SHOWN IN BOOK ___ OF SUBDIVISION MAPS AT PAGE ___ OFFICIAL RECORDS OF NEVADA COUNTY.

LEGEND

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- SET NAIL AND TAG FOR WITNESS CORNER STAMPED "P.L.S. 8321", SEE DETAIL THIS SHEET.
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- NOTHING FOUND, DIMENSION POINT
- D.E. DRAINAGE EASEMENT
- (OA) OVERALL
- O.R.N.C. OFFICIAL RECORDS NEVADA COUNTY
- P.A.D.U.E. PRIVATE ACCESS, DRAINAGE & UTILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R.P. REFERENCE POINT
- (1) RECORD DOCUMENT BOOK ___ SUBDIVISIONS, PAGE ___, O.R.N.C.



WITNESS CORNER DETAIL
NOT TO SCALE



PLANNING
ENGINEERING
SURVEYING
140 LITTON DRIVE, SUITE 240
GRASS VALLEY, CA 95945
530.272.5841 / www.scopinc.net

SUPPLEMENTAL DATA SHEET
FINAL MAP NO. 18PLN-45
LOMA RICA RANCH
PHASE 2

BEING A PORTION OF SECTIONS 24 & 25, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B. & M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
NOVEMBER, 2024

THE ADDITIONAL INFORMATION SHOWN HEREON IS FOR INFORMATIONAL PURPOSES, DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST.

1. THE OVERALL DEVELOPMENT SUBJECT TO THIS MASTER DECLARATION IS LOCATED IN THE VICINITY OF THE NEVADA COUNTY AIRPORT, WITHIN WHAT IS KNOWN AS AN AIRPORT INFLUENCE AREA. FOR THIS REASON, THE PROPERTY MAY BE SUBJECT TO SOME OF THE ANNOYANCES OR INCONVENIENCES ASSOCIATED WITH THE PROXIMITY TO THE AIRPORT OPERATIONS (FOR EXAMPLE: NOISE, VIBRATION, OR ODORS). INDIVIDUAL SENSITIVITIES TO THOSE ANNOYANCES CAN VARY FROM PERSON TO PERSON. THE PROSPECTIVE BUYERS SHOULD CONSIDER WHAT AIRPORT ANNOYANCES, IF ANY, ARE ASSOCIATED WITH THE PROPERTY BEFORE COMPLETING THE PURCHASE OF A LOT AND DETERMINE WHETHER THEY ARE ACCEPTABLE.
2. SIDE SETBACKS FOR LOTS 1-60 PER THIS MAP SHALL BE ZERO (0) FEET TO ACCOMMODATE DUPLEX STYLE UNITS CONSISTENT WITH "THE CREEKS NEIGHBORHOOD" DESCRIBED IN THE LOMA RICA RANCH SPECIFIC PLAN AMENDED BY 2019-12, APRIL 23, 2019.

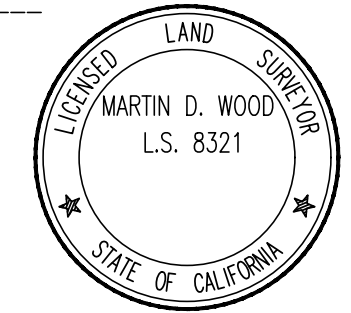
FINAL MAP NO. 18PLN-45 LOMA RICA RANCH PHASE 3

BEING DIVISION OF LOTS "L", "M", "N", "O", "P", "Q", AND "R" PER FINAL MAP NO 18PLN-45,
LOMA RICA RANCH, PHASE 1,
RECORDED IN BOOK ___ OF SUBDIVISIONS AT PAGE ___, O.R.N.C.
BEING PORTION OF SECTION 25, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B. & M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
NOVEMBER, 2024

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF GVC PROPERTY 18 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN AUGUST OF 2020 AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED ON OR BEFORE DECEMBER 1, 2024, AND THEY ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE _____ MARTIN WOOD, P.L.S. 8321



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION AND HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

GVC PROPERTY 18 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
JAMES F. BALDACCI
ITS MANAGER

ST. THOMAS CONSTRUCTION, INC.
ITS MANAGER

BY: _____
THOMAS A. BALDACCI
ITS PRESIDENT

NOTES

- 1. THIS SUBDIVISION CONSISTS OF 5.07± ACRES, WITH 50 SINGLE FAMILY RESIDENTIAL LOTS (1-50) AND MISCELLANEOUS LOTS "A", AND "B".
- 2. COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LOMA RICA RANCH ARE RECORDED PER DOCUMENT NO. _____ O.R.N.C.

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, COUNTY OF _____

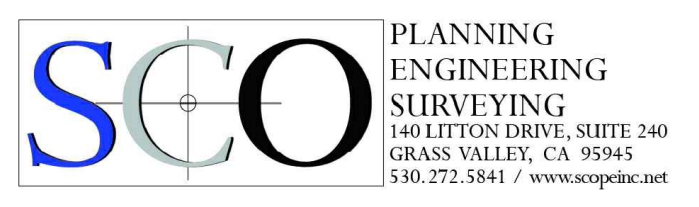
On _____, before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Printed Name
My Registration Number: _____ and Expires on: _____
My Principal Place of Business is: _____ county.



CITY ENGINEER'S STATEMENT

THIS FINAL MAP HAS BEEN EXAMINED BY ME AND THE SUBDIVISION AS SHOWN AND IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH THIS _____ DAY OF _____ 2024.

BJORN JONES R.C.E. 75378
CITY OF GRASS VALLEY

CITY SURVEYOR'S STATEMENT

THIS FINAL MAP HAS BEEN EXAMINED BY ME AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT THIS _____ DAY OF _____ 2024.

MICHAEL MAYS, PLS 6967
CITY OF GRASS VALLEY

CITY COUNCIL'S STATEMENT AND CERTIFICATE FOR DEDICATION

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF GRASS VALLEY, STATE OF CALIFORNIA, BY A MOTION ADOPTED AT A MEETING HELD ON THE _____ DAY OF _____ 2024 DID APPROVE FOR FILING OF THIS FINAL MAP OF "LOMA RICA RANCH, PHASE 3" CONSISTING OF 4 SHEETS. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES REGARDING DEPOSITS HAVE BEEN COMPLIED WITH THIS _____ DAY OF _____ 2024 AT _____ M.

TAYLOR DAY
CITY CLERK

TAX COLLECTOR'S STATEMENT

I, MICHELLE BODLEY, THE OFFICIAL COMPUTING REDEMPTIONS FOR THE COUNTY OF NEVADA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE THERE ARE NO LIENS FOR UNPAID TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES AGAINST THE LANDS SUBDIVIDED HEREON, EXCEPT TAXES OR ASSESSMENTS NOT YET PAYABLE BUT CONSTITUTING A LIEN IS _____.

DATE MICHELLE BODLEY
NEVADA COUNTY TREASURER TAX COLLECTOR

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024 AT _____ M. IN BOOK _____ OF SUBDIVISIONS, AT PAGE _____ AT THE REQUEST OF THE CITY OF GRASS VALLEY.

DOCUMENT # _____

NATALIE ADONA
NEVADA COUNTY CLERK RECORDER

FEE: _____ BY: _____
DEPUTY

FINAL MAP NO. 18PLN-45 LOMA RICA RANCH

PHASE 3

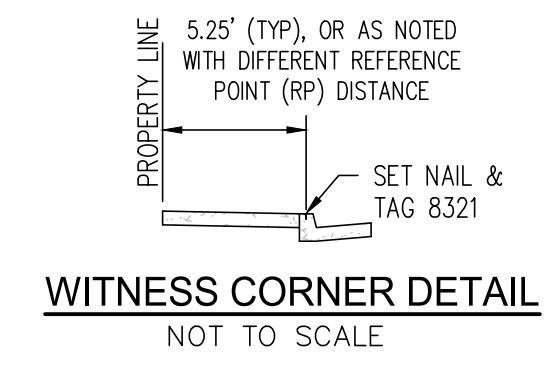
BEING DIVISION OF LOTS "L", "M", "N", "O", "P", "Q", AND "R" PER FINAL MAP NO 18PLN-45, LOMA RICA RANCH, PHASE 1, RECORDED IN BOOK ___ OF SUBDIVISIONS AT PAGE ___, O.R.N.C. BEING PORTION OF SECTION 25, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B. & M. WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA NOVEMBER, 2024 SCALE 1" = 40'

BASIS OF BEARINGS

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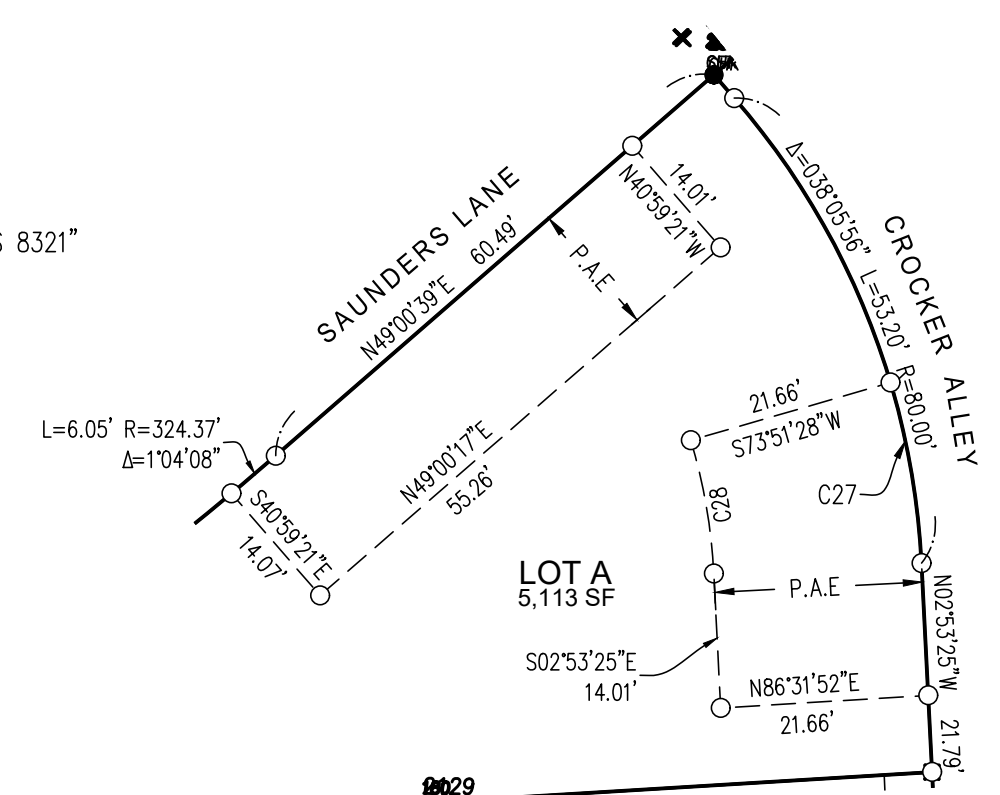
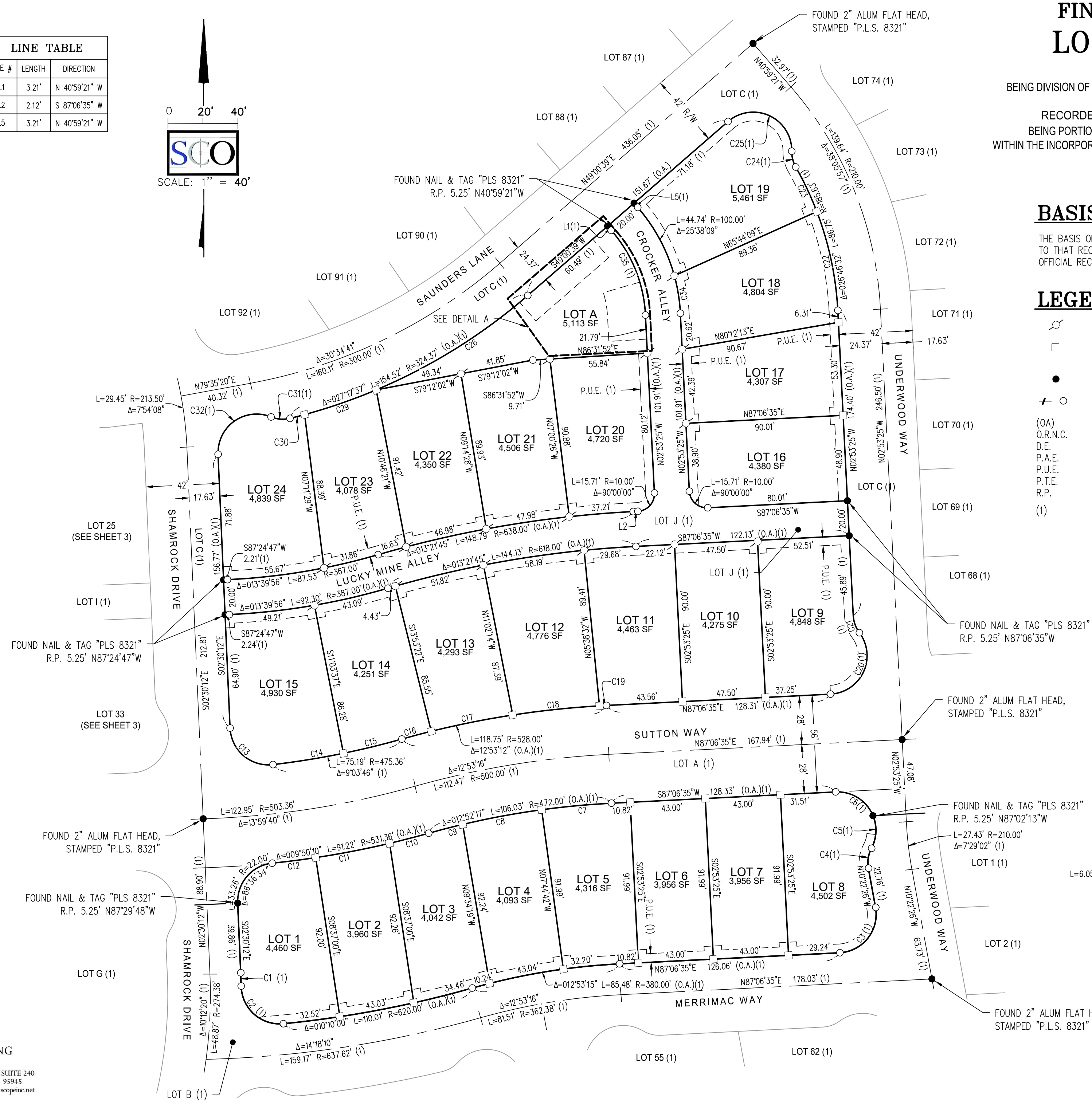
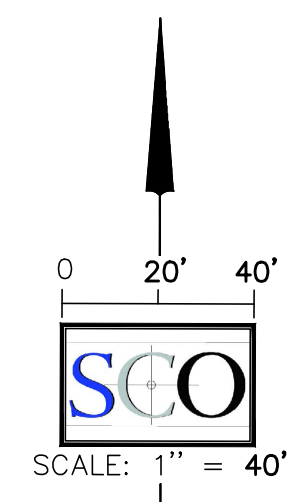
LEGEND

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- (D.E.) DRAINAGE EASEMENT
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- (P.U.E.) PUBLIC UTILITY EASEMENT
- (P.T.E.) PUBLIC TRAIL EASEMENT
- (R.P.) REFERENCE POINT
- (1) RECORD DOCUMENT BOOK ___ SUBDIVISIONS, PAGE ___, O.R.N.C.



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	7.63'	292.01'	1°29'52"
C2	36.33'	22.00'	94°36'21"
C3	37.43'	22.00'	97°29'02"
C4	11.77'	17.63'	38°14'16"
C5	19.28'	22.00'	50°13'09"
C6	27.08'	22.00'	70°32'05"
C7	39.99'	472.00'	4°51'17"
C8	45.96'	472.00'	5°34'43"
C9	20.08'	472.00'	2°26'16"
C10	23.08'	531.36'	2°29'20"
C11	43.05'	531.36'	4°38'30"
C12	25.09'	531.36'	2°42'19"
C13	36.17'	22.00'	94°11'12"
C14	40.83'	475.36'	4°55'15"
C15	34.37'	475.36'	4°08'31"
C16	17.40'	528.00'	1°53'18"
C17	47.52'	528.00'	5°09'22"
C18	49.91'	528.00'	5°24'58"
C19	3.94'	528.00'	0°25'38"
C20	47.58'	22.00'	123°54'32"
C21	10.43'	17.63'	33°54'32"
C22	58.52'	185.63'	18°03'50"
C23	28.22'	185.63'	8°42'42"
C24	9.43'	17.63'	30°39'13"
C25	50.68'	22.00'	131°58'58"
C26	102.52'	324.37'	18°06'30"
C27	19.13'	80.00'	13°42'11"
C28	14.12'	58.34'	13°52'15"
C29	43.34'	324.37'	7°39'20"
C30	8.66'	324.37'	1°31'47"
C31	11.03'	17.63'	35°52'10"
C32	44.03'	22.00'	114°40'19"
C34	21.75'	100.00'	12°27'47"
C35	53.20'	80.00'	38°05'56"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	3.21'	N 40°59'21" W
L2	2.12'	S 87°06'35" W
L5	3.21'	N 40°59'21" W



SCO PLANNING ENGINEERING SURVEYING
140 LITTON DRIVE, SUITE 240
GRASS VALLEY, CA 95945
530.272.5841 / www.scopeinc.net

FINAL MAP NO. 18PLN-45 LOMA RICA RANCH

PHASE 3

BEING DIVISION OF LOTS "L", "M", "N", "O", "P", "Q", AND "R" PER FINAL MAP NO 18PLN-45, LOMA RICA RANCH, PHASE 1, RECORDED IN BOOK ___ OF SUBDIVISIONS AT PAGE ___, O.R.N.C. BEING PORTION OF SECTION 25, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B. & M. WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA NOVEMBER, 2024 SCALE 1" = 40'

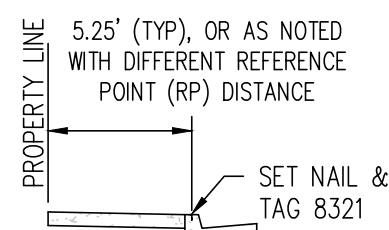
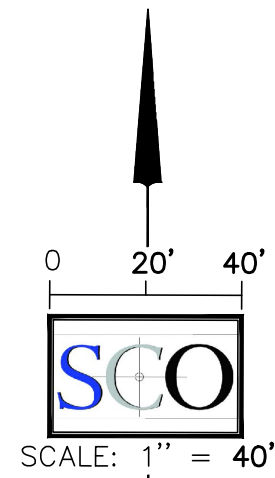
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C36	34.59'	22.00'	90°05'41"
C37	36.69'	167.01'	12°35'16"
C38	18.11'	22.00'	47°10'10"
C39	25.33'	647.00'	2°14'36"
C40	7.23'	647.00'	0°38'26"
C41	13.51'	45.00'	17°11'55"
C42	23.44'	105.55'	12°43'27"
C43	47.58'	22.00'	123°54'32"
C44	10.43'	17.60'	33°57'54"
C45	14.72'	189.13'	4°27'38"
C46	22.75'	367.00'	3°33'05"
C47	22.64'	387.00'	3°21'06"
C48	5.75'	387.00'	0°51'07"
C49	1.85'	184.87'	0°34'25"

LEGEND

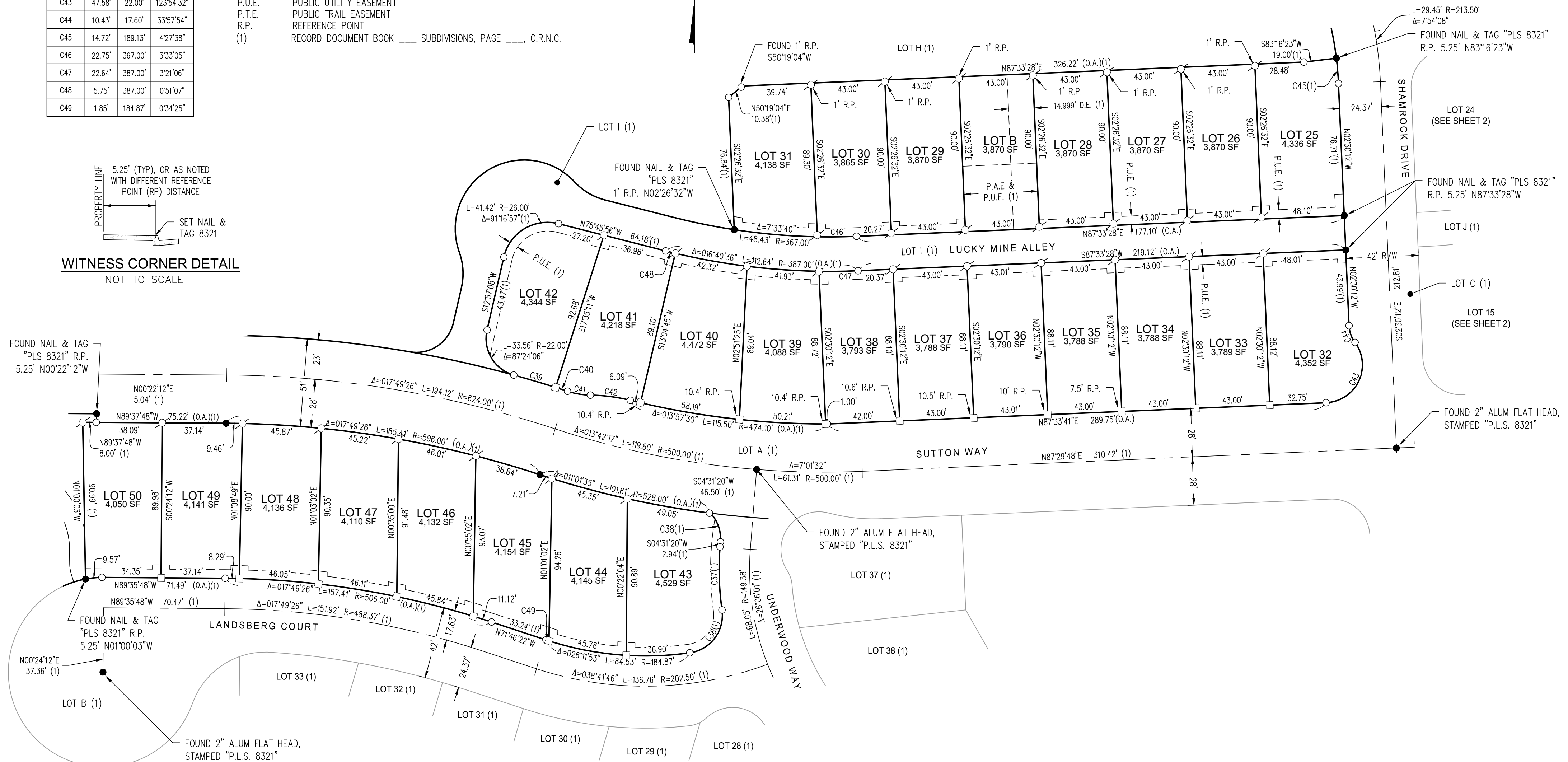
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D.E. DRAINAGE EASEMENT
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WITNESS CORNER DETAIL
NOT TO SCALE



SCO PLANNING
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SUPPLEMENTAL DATA SHEET
FINAL MAP NO. 18PLN-45
LOMA RICA RANCH
PHASE 3

BEING A PORTION OF SECTIONS 24 & 25, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B. & M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
NOVEMBER, 2024

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

**ENGINEERING DIVISION
CITY OF GRASS VALLEY
125 East Main Street
Grass Valley, CA 95945**

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DOCUMENTARY TRANSFER TAX \$ -0- GC 6103

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED

OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE

SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement is made and entered into this ____ day of _____, 2024, by and between the CITY of Grass Valley, a municipal corporation, hereinafter referred to as "CITY," and GVC Property 18, a limited liability company, hereinafter referred to as "SUBDIVIDER."

RECITALS

A. SUBDIVIDER has presented to the CITY a final map of a proposed subdivision of land located within the corporate limits of the CITY that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the CITY, and the tentative map of the Subdivision, 18PLN-45, previously approved by the CITY Council on XXXX date.

B. The proposed subdivision of land is commonly known and described as Loma Rica Ranch, and is hereinafter referred to as the "Subdivision" or the "Project."

C. SUBDIVIDER has requested approval of the final map prior to the construction and completion of the public improvements, including, but not limited to streets, highways, public ways, sidewalks, curbs, gutters, public utility facilities, storm drainage facilities, and drainage in or appurtenant to the Subdivision, and other public improvements that are required by the Subdivision Map Act, the subdivision ordinances of the CITY, the tentative map (and approvals given in connection therewith), and final grading plan, if any, approved by the CITY. The foregoing improvements are hereinafter referred to as "the Required Improvements."

D. Pursuant to Government Code section 66462 and the applicable provisions of the Subdivision Map Act, SUBDIVIDER and the CITY enter into this Agreement for the timely construction and completion of the Required Improvements and the furnishing of the security therefore, acceptable to the City Engineer and City Attorney, for the Project.

E. SUBDIVIDER's execution of this Agreement and the provision of the security are made in consideration of the CITY's approval of the final map for the Project.

NOW, THEREFORE, in consideration of the foregoing, the covenants and terms herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. PERFORMANCE OF WORK

SUBDIVIDER agrees to furnish, construct and install at SUBDIVIDER's own expense the Required Improvements as shown on the plans and specifications of the Subdivision, a copy of which is on file in the office of the City Engineer and is identified as Grading Permit 18-04, and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer or the City Engineer's designee (hereinafter "City Engineer") due to errors, omissions, or changes in conditions. The plans and specifications of the Required Improvements may be modified by the SUBDIVIDER as the development progresses, subject to the prior written approval of the City Engineer. The total estimated cost of the Required Improvements, as determined by the project engineer, is One Million Four Hundred Thousand Dollars (\$1,400,000.00).

SUBDIVIDER is prohibited from commencing work on any improvement unless and until all plans and specifications for such improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve SUBDIVIDER from ensuring that all Public Improvements conform to all other requirements and standards set forth in this Agreement.

All of the work on the Required Improvements is to be done at the places, of the materials, and in the manner and at the grades, all as shown upon the approved plans and specifications and the City's Improvement Standards and Specifications, to the satisfaction of the City Engineer.

2. INJURY TO PUBLIC IMPROVEMENTS, PUBLIC PROPERTY OR PUBLIC UTILITIES

SUBDIVIDER shall replace or repair, or have replaced or repaired, all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged in the performance of any work under this Agreement. SUBDIVIDER shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed in the performance of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction of the City Engineer.

3. INSPECTION

SUBDIVIDER shall, at all times, maintain proper facilities and safe access for inspection of the public improvements by the CITY and to the shops wherein any work is in preparation. Upon completion of the work, the SUBDIVIDER must request a final inspection by the City Engineer or the City Engineer's representative. If the City Engineer or the designated representative determine that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City Council. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards. SUBDIVIDER shall bear all costs of plan check, inspection and certification.

4. OBLIGATION TO WARN PUBLIC DURING CONSTRUCTION

Until final acceptance of the Required Improvements by the City Council, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition existing in said improvements, and will take reasonable actions to protect the public from such dangerous condition.

5. SUPERINTENDENCE BY SUBDIVIDER

SUBDIVIDER shall require each contractor and subcontractor to have a competent foreman on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Required Improvements. In addition, SUBDIVIDER shall maintain an office with a telephone and SUBDIVIDER or a person authorized to make decisions and to act for SUBDIVIDER in SUBDIVIDER's absence shall be available on the job site within three (3) hours of being called at such office by the CITY during the hours of 9:00 A.M. through 5:00 P.M., Monday through Friday, or any other day or time when work is being performed on the Required Improvements.

6. WORK; TIME FOR COMMENCEMENT AND PERFORMANCE

Work on the Required Improvements must be commenced by the SUBDIVIDER on or before the _____ day of _____, _____ and Work on the Required Improvements shall be completed on or before the _____ day of _____, _____; provided, however, that the Required Improvements shall not be deemed to be completed until accepted in writing by the CITY.

Time is of the essence of this Agreement. The dates for commencement and completion of the Required Improvements may not be extended, except as provided in this paragraph. The City Engineer may extend the dates for a maximum of one hundred and eighty (180) days due to delays in the work actually caused by inclement weather, riots, strikes, lockouts, fires, earthquakes, floods and conditions resulting therefrom, or for other reason beyond the control of the SUBDIVIDER. Extension of the dates for any other cause or beyond one hundred and eighty (180) days shall be made only by the City Council. Extensions shall be granted only upon a showing of good cause by the SUBDIVIDER. The City Council or City Engineer, as appropriate, shall be the sole and final judge as to whether good cause has been shown to entitle the SUBDIVIDER to an extension.

Requests for extension of the commencement and/or completion date shall be in writing and delivered to the CITY in the manner hereinafter specified for service of notices prior to the commencement and/or completion date. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on the CITY.

In the event the CITY extends the time of commencement and/or completion of the Required Improvements, such extension may be granted without notice by the CITY to the SUBDIVIDER's surety, and shall in no way release any guarantee or security given by the SUBDIVIDER pursuant to this Agreement, or relieve or release those providing an improvement security pursuant to this Agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.

In granting any extension of time, the CITY may require new or amended improvement security in amounts increased to reflect increases in the costs of constructing the Required Improvements or impose other conditions to protect its interests and ensure the timely completion of the Required Improvements.

7. UTILITIES

SUBDIVIDER shall assume all costs for utility and cable television undergrounding and/or relocation which is not the responsibility of the cable television, gas, electric, telephone, or other utility company under the terms of the franchises with the CITY or otherwise imposed upon the utility companies by law.

SUBDIVIDER shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Project in accordance with all applicable federal, state, and

local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of utilities or agencies providing such services.

8. IMPROVEMENT SECURITY

Concurrently with the execution of this Agreement, the SUBDIVIDER shall provide a faithful performance security to secure faithful performance of this Agreement (the “faithful performance” security). SUBDIVIDER shall also provide a payment security to secure payment to the contractor, subcontractors and to persons renting equipment or furnishing labor or materials to them for the work (the “payment security”) and shall secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

The total amount of the faithful performance and payment security shall be equal to the cost of the remaining improvements (\$1,400,000) plus twenty five percent (25%), in the total amount of One Million Seven Hundred and Fifty Thousand Dollars (\$1,750,000.00).

SUBDIVIDER shall also file with this Agreement a “guarantee and warranty security” in the amount of ten percent (10%) of the total estimated cost of the Required Improvements, One Hundred Forty Thousand Dollars and zero cents (\$140,000.00), to guarantee and warrant the Required Improvements for a period of one year following their completion and acceptance against any defective work or labor done, or defective materials furnished.

All required securities shall be in a form approved by the City Attorney. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California with a rating by A.M. Best of no less than A:VII or as approved by the City Attorney. These bonds shall be furnished on the forms enclosed following this Agreement and shall be satisfactory to the CITY. The bonds shall be obtained from a responsible corporate surety (or sureties) acceptable to the CITY, which is licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety (or sureties) shall furnish reports as to its financial condition from time to time as requested by the CITY. The premiums for said bonds shall be paid by SUBDIVIDER.

Any bonds submitted as security pursuant to this section shall be furnished by companies who are authorized and licensed by the Insurance Commissioner as “admitted surety insurers.” Bonds must be approved by CITY. Before approving the proposed surety and in order to assess the sufficiency of the Surety, the Surety shall provide the CITY with an original of a certificate from the clerk of Nevada County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

No change, alteration, or addition to the terms of this Agreement or the plans and specifications incorporated herein shall in any manner affect the obligation of the sureties, except as otherwise provided by the Subdivision Map Act.

The securities shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer and as provided in paragraph 11. All securities provided pursuant to this Agreement shall expressly obligate the surety for any extension of time authorized by the CITY for SUBDIVIDER’s completion of the Required Improvements, whether or not the surety is given notice of such an extension by the CITY.

The Attorney-in-Fact (resident agent) who executes the securities on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

9. RELEASE OF SECURITY

Any unused portion of the guarantee and warranty security may be released one year after acceptance of the Required Improvements by the City Council. The amount to be released shall first be reduced by the amount deemed necessary by the CITY to correct any defects in the Required Improvements that are known or believed by the CITY to exist at the end of the guarantee and warranty period.

The payment security may be released thirty-five (35) days after passage of the time within which claims of lien are required to be recorded pursuant to Article 3 of Chapter 2 of Title 15 of Part 4 of Division 3 of the Civil Code (commencing with Section 3114), but in no event shall such security be released prior to one hundred and twenty (120) days after acceptance of the Required Improvements by the City Council. The amount to be released shall first be reduced by the total of all claims on which an action has been filed and notice thereof given in writing to the CITY. The CITY expressly may require the surety not to release the amount of security deemed necessary by CITY to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

The faithful performance security may be released upon acceptance of the Required Improvements by the City Council.

The SUBDIVIDER shall pay to the CITY all fees imposed in connection with the construction and inspection of the Required Improvements. These fees must be paid in full prior to the CITY's acceptance of the Required Improvements. The fees referred to above are not necessarily the only CITY fees, charges or other costs that have been, or will be, imposed on the Subdivision and its development, and this Agreement shall in no way exonerate or relieve the SUBDIVIDER from paying such other applicable fees, charges, and/or costs.

10. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

The SUBDIVIDER shall defend, indemnify, and hold harmless the CITY, its officers, employees, agents, and elective and appointive boards from any and all claims, losses, damages, including property damage, personal injury, including death, costs, including attorney fees, litigation costs, and liability of any kind or nature directly or indirectly arising out of or in any way connected with performance under this Agreement and/or the construction of the Required Improvements by the SUBDIVIDER, contractor or any subcontractor, or of any person directly or indirectly employed by, or acting as agent for the SUBDIVIDER, contractor or any subcontractor, save and except those matters arising from the sole, active negligence of the CITY.

This defense, indemnification and hold harmless provision shall extend to claims, losses, damage, injury, costs, including attorney fees, and liability for injuries occurring after completion of the construction of the Required Improvements as well as during construction, and shall apply regardless of whether or not the CITY has prepared, supplied or approved the plans and/or specifications for the Required Improvements or has inspected or accepted the same. Acceptance of insurance required under this Agreement shall not relieve SUBDIVIDER from liability under this defense, indemnification and hold harmless provision. SUBDIVIDER's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by CITY.

It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

The parties intend that this provision shall be broadly construed to effectuate its purpose.

11. ENVIRONMENTAL WARRANTY

Prior to the acceptance of any dedications or improvements by the CITY, SUBDIVIDER shall certify and warrant that: neither the property to be dedicated nor SUBDIVIDER are in violation of any environmental law and neither the property to be dedicated nor the SUBDIVIDER are subject to any existing, pending, or threatened investigation by any federal, state or local governmental authority under or in connection with any environmental law. Neither SUBDIVIDER nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance, except in compliance with all applicable environmental laws. SUBDIVIDER has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. SUBDIVIDER's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. SUBDIVIDER shall give prompt written notice to the CITY at the address set forth herein of:

- a. Any proceeding or investigation by any Federal, State or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;
- b. Any claims made or threatened by any third party against the CITY or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and
- c. SUBDIVIDER's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability, or suit under any environmental law.

As used in this Agreement, the term "hazardous substance" includes any hazardous or toxic substance or material or waste, including but not limited to all types of gasoline, oil, and other petroleum hydrocarbons, asbestos, radon, polychlorinated biphenols (PCBs), or any other chemical, material, controlled substance, object, condition, waste, living organism or any combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful properties of effects, which is now, or in the future becomes, listed, defined or regulated in any manner by any Federal, State, or local City based directly or indirectly upon such properties.

12. SUBDIVIDER'S INSURANCE

SUBDIVIDER shall not commence any work under this Agreement before obtaining, and shall maintain in force at all times during the duration and performance of this Agreement, the policies of insurance specified in this Section. Such insurance must have the written approval of the CITY as to limit, form, and amount, and shall be placed with insurers with an A.M. Best rating of no less than A:VII.

Prior to the execution of this Agreement and prior to the commencement of any work, the SUBDIVIDER shall furnish to the CITY, and the CITY must approve, original certificates of insurance and endorsements effecting coverage for all policies required by the Agreement. SUBDIVIDER shall not allow any contractor or subcontractor to commence work until similar insurance first shall have been so obtained by such contractor or subcontractor and approved by the CITY. Certificates shall be signed by a person authorized by the insurer, or insurers, to bind coverage on their behalf. Certificate of insurance and endorsements shall be on standard Acord, Department of Insurance, and Insurance Services C

approved forms or on forms approved by the CITY. As an alternative to providing the CITY approved forms of certificates of insurance and endorsements, the SUBDIVIDER may provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by this Section. At any time, at the written request of the CITY, SUBDIVIDER agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurer.

a. No Suspension of Insurance. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

b. Deductibles. Upon request by the CITY, SUBDIVIDER shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

c. Coverages Shall Not Limit Obligations. The requirement as to types, limits, and the CITY's approval of insurance coverage to be maintained by SUBDIVIDER are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by SUBDIVIDER under the Agreement.

d. Required Limits. SUBDIVIDER and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the term of this Agreement, not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the CITY. The maintenance of SUBDIVIDER and its contractors and subcontractors of the following coverage and limit of insurance is a material element of the Agreement. The failure of SUBDIVIDER or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the CITY as a material breach of this Agreement.

(1) Workers' Compensation Insurance. SUBDIVIDER shall maintain, during the term of this Agreement, Workers' Compensation insurance for all of SUBDIVIDER's employees as required by Labor Code section 3700 of the State of California and Employer's Liability Act, including Longshoremen's and Harbor Workers' Act ("Acts"), if applicable. Employer's Liability limits shall not be less than one million dollars (\$1,000,000) per occurrence. The SUBDIVIDER shall execute a certificate in compliance with Labor Code section 1861, on the form provided in the Contract Documents. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, officials, and employees for losses arising from work falling within the terms of this Agreement. SUBDIVIDER shall indemnify and hold harmless the CITY for any damage resulting to it, including attorney fees, from failure of either SUBDIVIDER or any contractor or subcontractor to take out and maintain such insurance.

(2) Commercial General Liability Insurance. SUBDIVIDER shall maintain during the term of this Agreement such commercial general liability insurance as shall insure the CITY, its elective and appointive boards and commissions, officers, agents and employees, SUBDIVIDER and any contractor or subcontractor performing work covered by this Agreement. The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of SUBDIVIDER, any contractor's or subcontractor's operations hereunder, whether such operations are by SUBDIVIDER or any contractor or subcontractor or by anyone directly or indirectly employed by either SUBDIVIDER or

any contractor or subcontractor. The amount of insurance coverage shall not be less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) per policy aggregate. As an alternative to the policy aggregate the SUBDIVIDER may have an aggregate limit of one million dollars (\$1,000,000) per project apply. Coverage shall be at least as broad as Insurance Services Office “occurrence form CG 00 01 (ed. 10/01)” covering commercial general liability or its equivalent.

(3) Endorsements. SUBDIVIDER shall see that the commercial general liability insurance shall include, or be endorsed to include, the following:

(a) Provision or endorsement naming the City of Grass Valley, its officers, employees, agents, boards, commissions, and volunteers as Additional Insureds with respect to liability arising out of the performance of any work under this Agreement.

(b) Provision or endorsement stating that insurance is Primary insurance with respect to the CITY, its officers, employees, agents, boards, commissions, and volunteers, to the extent the CITY is an additional insured. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, boards, commissions, and volunteers shall be excess of the SUBDIVIDER’s insurance and shall not contribute with it.

(c) Provision or endorsement stating that the SUBDIVIDER’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability (cross-liability).

(d) Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the CITY, its officers, employees, agents, boards, commissions, and volunteers.

13. PREVAILING WAGE

In the event it is determined that the SUBDIVIDER is required to pay prevailing wages for the work performed under this Agreement, the SUBDIVIDER shall pay all penalties and wages as required by applicable law.

14. MAINTENANCE OF PUBLIC IMPROVEMENTS AND LANDSCAPING

The CITY shall not be responsible or liable for the maintenance or care of the Public Improvements until the CITY approves and accepts them. The CITY shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the SUBDIVIDER at all times prior to the CITY’s acceptance of the Public Improvements. SUBDIVIDER shall maintain all the Public Improvements in a state of good repair until they are completed by SUBDIVIDER and approved and accepted by the CITY, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to the CITY; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be SUBDIVIDER’s sole and exclusive responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by the CITY. If SUBDIVIDER fails to properly prosecute its maintenance obligation under this section, the CITY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of SUBDIVIDER and its surety under this Agreement. The CITY shall not be

responsible or liable for any damages or injury of any nature in any way related to or caused by the Required Improvements or their condition prior to acceptance.

15. TITLE TO REQUIRED IMPROVEMENTS

The CITY shall not accept any real property to be dedicated or the Required Improvements unless they are constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved final or parcel map, and City Improvement Standards and Specifications, to the satisfaction of the City Engineer. Until such time as the Required Improvements are accepted by the CITY, SUBDIVIDER shall retain title and shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed.

Title to and ownership of any real property to be dedicated and the Required Improvements constructed under this Agreement by SUBDIVIDER shall vest absolutely in the CITY upon completion and acceptance in writing of such Required Improvements by CITY. The CITY shall not accept the Required Improvements unless title to the Required Improvements is entirely free from lien. Prior to acceptance, SUBDIVIDER shall supply the CITY with appropriate lien releases, at no cost to and in a form acceptable to the CITY.

16. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

If, within a period of one year after final acceptance by the City Council of the Required Improvements, any improvement or part of any improvement furnished and/or installed or constructed, or caused to be installed or constructed by SUBDIVIDER, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, SUBDIVIDER shall without delay and without any cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the improvements. If the SUBDIVIDER fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the SUBDIVIDER can be notified, then the CITY may, at its option, make the necessary repairs or replacements or perform the necessary work, and SUBDIVIDER shall pay to CITY the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by CITY.

17. SUBDIVIDER NOT AGENT OF CITY

Neither SUBDIVIDER nor any of SUBDIVIDER's agents, contractors, or subcontractors are or shall be considered to be agents of the CITY in connection with the performance of SUBDIVIDER's obligations under this Agreement.

18. NOTICE OF BREACH AND DEFAULT

- a. The following shall constitute a default under this Agreement:
- (1) If SUBDIVIDER refuses or fails to prosecute the work on the Required Improvements, or any part thereof, with such diligence as will ensure its completion within the time specified, or any extension thereof, or fails to complete the Required Improvements within such time;
 - (2) If SUBDIVIDER should be adjudged a bankrupt, or SUBDIVIDER should make a general assignment for the benefit of SUBDIVIDER's creditors, or if a receiver should be appointed in the event of SUBDIVIDER's insolvency; or
 - (3) If SUBDIVIDER or any of SUBDIVIDER's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement.

- b. In the event of SUBDIVIDER's default, SUBDIVIDER shall be deemed to be in breach of this Agreement and the CITY may serve written notice upon SUBDIVIDER and SUBDIVIDER's surety, if any, of the breach of this Agreement. SUBDIVIDER shall have fifteen (15) days from receipt of written notice by the CITY to cure any default.
- c. The CITY reserves to itself all remedies available to it at law or in equity for breach of SUBDIVIDER's obligations under this Agreement. The CITY shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate the CITY damages in event of default by SUBDIVIDER. The right of the CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy available to the CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, the CITY's damages for SUBDIVIDER's default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by the CITY for the completion of the public improvements in accordance with the improvement plans and specifications contained herein. The improvement security includes the Payment Security, Faithful Performance Security, Guarantee and Warranty Security, Monument Security and any other improvement security required by Section 10 of this Agreement.
- d. In the event of SUBDIVIDER's default under this Agreement, SUBDIVIDER authorizes the CITY to perform such obligation twenty (20) days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER's Surety, if SUBDIVIDER has not cured the default, and agrees to pay the entire cost of such performance by the CITY.
- e. The CITY may take over the work and prosecute the same to completion, by contract or by any other method the CITY may deem advisable, for the account and at the expense of SUBDIVIDER, and SUBDIVIDER's Surety shall be liable to the CITY for any excess cost or damages occasioned the CITY thereby; and, in such event, the CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to SUBDIVIDER as may be on the site of the work and necessary for performance of the work. Failure of SUBDIVIDER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of a notice of violation against all the lots in the Subdivision or to rescind the approval or otherwise revert the Subdivision to acreage. The remedy provided by this Subsection is in addition to and not in lieu of other remedies available to the CITY. SUBDIVIDER agrees that the choice of remedy or remedies for SUBDIVIDER's breach shall be within the discretion of the CITY.
- f. In the event that SUBDIVIDER fails to perform any obligation hereunder, SUBDIVIDER agrees to pay all costs and expenses incurred by the CITY in securing performance of such obligations, including staff time, costs of suit and reasonable attorneys' fees.
- g. The failure of the CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach of SUBDIVIDER.

SUBDIVIDER recognizes that by approval of the final map for Subdivision, the CITY has conferred substantial rights upon SUBDIVIDER, including the right to sell, lease, or finance lots within the Subdivision, and has taken the final act necessary to subdivide the property within the Subdivision. As a result, the CITY will be damaged to the extent of the cost of installation of the improvements by SUBDIVIDER's failure to perform its obligations under this Agreement, including, but not limited to, SUBDIVIDER's obligation to complete construction of the improvements by the time established in this Agreement. The CITY shall be entitled to all remedies available to it pursuant to this Agreement and the

Subdivision Laws in the event of a default by SUBDIVIDER. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the SUBDIVIDER shall be within the sole discretion of the CITY.

19. ACCEPTANCE OF IMPROVEMENTS; AS-BUILT OR RECORD DRAWINGS

Upon the total or partial acceptance of the Public Improvements by the CITY, SUBDIVIDER shall file with the Recorder’s Office of the County of Nevada a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of CITY without payment therefore. Notwithstanding the foregoing, the CITY may not accept any Public Improvements unless and until SUBDIVIDER provides one (1) set of “as-built” or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

20. BUILDING PERMIT SIGN-OFF OR ISSUANCE OF CERTIFICATE OF OCCUPANCY

The CITY will not final or sign off as complete any building permit or issue any certificate of occupancy for any building constructed within the Subdivision until and after such time as the CITY accepts the Required Improvements.

21. NOTICES

All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.

Notices required to be given to CITY shall be addressed as follows:

Timothy M. Kiser, PE, City Manager
CITY OF GRASS VALLEY
125 East Main Street
Grass Valley, CA 95945

with a courtesy copy to:

Michael G. Colantuono, City Attorney
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091

Notices required to be given to SUBDIVIDER shall be addressed as follows:

GVC Property, LLC
12885 Alcosta Blvd, Ste A
San Ramon, CA 94583

Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

22. WAIVER

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

23. ATTORNEY FEES

In the event any legal action is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees, in addition to any other relief to which it may be entitled.

24. PERSONAL NATURE OF SUBDIVIDER'S OBLIGATIONS/ASSIGNMENT

All of SUBDIVIDER's obligations under this Agreement are and shall remain the personal obligations of SUBDIVIDER notwithstanding a transfer of all or any part of the property within the Subdivision subject to this Agreement, and SUBDIVIDER shall not assign any of its obligations under this Agreement without the prior written consent of the CITY.

25. ACQUISITION AND DEDICATION OF EASEMENTS OR RIGHTS-OF-WAY.

If any of the Required Improvements are to be constructed or installed on land not within the Subdivision or an already existing public right-of-way, no construction or installation shall be commenced before:

- a. The irrevocable offer of dedication or conveyance to the CITY of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Required Improvements, or
- b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this paragraph shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Required Improvements.

26. COMPLIANCE WITH LAWS.

SUBDIVIDER, its agents, employees, contractors, and subcontractors shall comply with all federal, state and local laws in the performance of the work required by this Agreement including, but not limited to, obtaining all applicable permits and licenses.

27. NO VESTING OF RIGHTS

Entering into this Agreement shall not be construed to vest SUBDIVIDER's rights with respect to any change in any zoning or building law or ordinance.

28. APPROVALS BY THE CITY.

Any approval or consent that is to be given by the CITY under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on the CITY.

29. CONSTRUCTION AND INTERPRETATION

It is agreed and acknowledged by SUBDIVIDER that the provisions of this Agreement have been arrived at through negotiation, and that SUBDIVIDER has had a full and fair opportunity to revise the prov

of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

30. SUCCESSORS AND ASSIGNS -- COVENANT RUNNING WITH THE LAND.

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. A memorandum of this Agreement in the form attached hereto shall be recorded in the Office of the Recorder of Nevada County concurrently with the final map or parcel map of the Subdivision. This Agreement shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

31. SEVERABILITY.

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

32. ACTIONS.

Any action by any party to this Agreement, or any action concerning a security furnished pursuant thereto, shall be brought in the appropriate court of competent jurisdiction within the County of Nevada, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. The law governing this Agreement is the law of the State of California.

33. INTEGRATION.

This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

34. MODIFICATION.

This Agreement may be amended only by a written instrument signed by the parties. SUBDIVIDER shall bear all costs of amendments to this Agreement that are requested by the SUBDIVIDER, which shall not be effective until mutually agreed by the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CITY OF GRASS VALLEY

By: _____
Jan Arbuckle, Mayor

ATTEST:

Taylor Whittingslow, CITY Clerk

APPROVED AS TO FORM:

Michael G. Colantuono, CITY Attorney

SUBDIVIDER

By: _____
Thomas A. Baldacci, President

Dated: _____
(Attach Acknowledgment Form)



City of Grass Valley City Council Agenda Action Sheet

Title: Loma Rica Ranch - Accept Open Space Dedication

CEQA: Exempt - Not a Project

Recommendation: That Council 1) accept a Grant Of Open Space Land (“Agreement”) across portions of the Loma Rica Ranch property, 2) authorize the City Manager to execute the Agreement, subject to legal review, and 3) authorize the City Clerk to sign the Certificate of Acceptance for the grant deed.

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

Council Meeting Date: 11/12/2024

Date Prepared: 11/7/2024

Agenda: Consent

Background Information: Portions of the Loma Rica Ranch property, east of Brunswick Road and either side of Idaho Maryland Road, contain unique areas of nature, wildlife habitat, and open space values. As part of the conditions of approval for the Loma Rica Ranch Development project, the applicant was required to establish certain open space areas to preserve and protect these areas in perpetuity.

On August 22, 2023, the City Council approved the dedication of an Open Space Easement to the City of Grass Valley over portions of the Loma Rica Ranch property. After further discussions with the developer and coordination with trail and biking advocacy groups, it was determined that a real property dedication of the open space areas would better convey to the City the right to enforce the protection of the natural, scenic, historical, and Conservation Values of the Open Space area and to enact future trail and land improvements. The Open Space area opens up to the public the many beneficial uses afforded by the areas, including hiking and biking trails, equestrian trails, wildlife and ecological enhancements, nature study, and fuel reduction, to name a few.

An open space agreement and grant deed have been prepared by the developer, along with the survey mapping and legal descriptions for the open space areas. These documents are attached and have been reviewed and accepted by the City Surveyor. Staff recommends that the Council accept the Open Space Dedication and authorize the City Manager and City Clerk to execute the grant deed, subject to legal review.

Council Goals/Objectives: An Open Space Dedication executes portions of work tasks towards achieving/maintaining Strategic Plan Goals #1 - Community & Sense of Place, #3 - Recreation and Parks, and #6 - Public Safety

Fiscal Impact: No immediate fiscal impact with acceptance of the easement. Future maintenance and improvement costs would be budgeted as necessary.

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments: Open Space Agreement, Grant Deed

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF GRASS VALLEY
Attn.: City Clerk
125 East Main Street
Grass Valley, CA 95945

(Space above for Recorder's use only.)

**GRANT OF OPEN SPACE LAND
TO THE CITY OF GRASS VALLEY**

THIS GRANT OF OPEN SPACE LAND ("Agreement") is made as of this ____ day of _____, 2024 by GVC Property 18 LLC, a California limited liability company ("Grantor"), and the City of Grass Valley, a municipal corporation ("Grantee").

RECITALS

- A. Grantor is the owner in fee simple of that certain real properties Easterly of Brunswick Road described and recorded in Document No.2018-021263, Official Records, County of Nevada, State of California and incorporated herein by this reference "The Property").
- B. Portions of the "The Property" possess natural, wildlife habitat and open space values (collectively "Conservation Values").
- C. The preservation of open space, wildlife habitat lands and scenic vistas is consistent with the adopted policies of the State of California, the County of Nevada and the City of Grass Valley.
- D. A portion of the Property containing such Conservation Values will be protected as open space in perpetuity pursuant to this Agreement, as said portion is described on Exhibit A and shown on Exhibit B attached hereto and incorporated herein by this reference (the "Open Space Land Dedication").
- E. Grantor, as owner of the Property, intends to convey in fee simple to Grantee a portion of "The Property", being described as Lot "A" and Lot "B" with the requirement to enforce the protection, in perpetuity, of the natural, scenic, historical, recreation, open space and other Conservation Values of the Open Space Property, pursuant to the restrictions contained herein.
- F. Grantee is authorized to implement and/or enforce a program of natural area conservation and stewardship.
- G. The parties herein agree to preserve and protect in perpetuity the Conservation Values of the Open Space Property, for the benefit of this generation and generations to come, with the primary obligation of conveyance falling upon Grantor or its successors and assigns and the primary responsibility of maintenance and enforcement falling upon Grantee.

AGREEMENT

NOW, THEREFORE, in consideration of the above and for a valuable consideration, and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby grants to Grantee an Open Space Land Dedication **Lot "A"** and **Lot "B"** in fee simple, as described in attached **Exhibit "A"** and depicted on **Exhibit "B"**, attached herein and subject to the following terms and conditions:

1. Purpose. The purpose of this Dedication of Land is to assure that the Open Space Property will be retained in perpetuity generally in its natural, scenic and open space condition and to prevent any use of the Open Space Property, that will significantly impair or interfere with its Conservation Values. Accordingly, this Open Space Land Dedication restricts the use of the Open Space Property, **Lot "A" and Lot "B"** to uses that do not degrade the Conservation Values, including hiking and biking trails (which may be paved), equestrian trails, wildlife enhancement, ecological enhancement treatments, timber harvest (for enhancing wildlife habitat, fuels reduction, removal of hazards and appropriate thinning), signage, drainage facilities, trail infrastructure, picnic areas (which may include the construction, use and maintenance of shelters related to such picnic areas), nature study, enjoyment of views (which may include the construction, use and maintenance of viewing decks and viewing facilities), open space, temporary uses that do not degrade the Conservation Values, natural habitat, water wells and infrastructure, and environmental protection consistent with this Dedication. Roadways and roadway uses including infrastructure and utilities shall be allowed for the development and buildout of the Loma Rica Ranch Specific Plan and allow roadway infrastructure and utility locations to be modified and/or relocated but not substantially expanded in land coverage over the Open Space Property as needed.
2. Rights of Grantor. To accomplish the purposes of this Dedication, Grantor hereby irrevocably dedicates **Lot "A"** and **Lot "B"**, but retains the right to enter upon the Open Space Property at reasonable times following notice to identify the current condition of the Open Space Property and monitor compliance with the terms of this Open Space Land Dedication and to take all steps reasonably necessary to prevent or mitigate any activity or condition on the Open Space Property which is inconsistent with the purposes of this Dedication.
3. Prohibited Uses. Any activity on or use of the Open Space Property that is inconsistent with the purposes of this Dedication is prohibited, including development of commercial, industrial or residential uses, mineral exploration, hunting, discharge of firearms and use of off-road vehicles.
4. Reserved Rights. Grantor reserves unto itself and to its successors and assigns all rights which are not transferred and conveyed by this Agreement and which are not inconsistent with the purposes of this Easement, including motorized and non-commercial uses, which do not substantially diminish or detract from the Conservation Values of the Open Space Property, Trails, utilities, roads and roadway uses as per the Loma Rica Specific Plan, appropriately designed fencing, signage, culverts, landscaping, mailbox areas, utilities, easements and other appropriate improvements.
5. Maintenance. Grantee retain the responsibility for ownership, operation, upkeep and maintenance of the Open Space Property (Lot "A" and Lot "B") and for payment of real property taxes, if any.
6. Amendment. If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, Grantor and Grantee may jointly amend this Agreement.

The parties' consent to any such amendment shall not unreasonably be withheld. Any such amendment shall be in writing and recorded in the Official Records of the County of Nevada, California.

7. Notices. Any notice, demand, request or communication that any party desires shall be in writing and delivered as follows:

To Grantor: GVC Property 18, LLC
Attn.: Thomas A. Baldacci
12885 Alcosta Blvd. Suite A
San Ramon, CA 94583

To Grantee: City of Grass Valley
125 East Main Street
Grass Valley, CA 95945

8. Recordation. When effective, this instrument shall be recorded by Grantor or Grantee in the Official Records of the County of Nevada, California.

9. General Provisions.

- a. The interpretation and performance of this Agreement shall be governed by the laws of the State of California with venue in the County of Nevada.
- b. This Agreement is made for the sole benefit and protection of Grantor and Grantee and their respective successors and assigns and no other entity, person or party shall have any right of action under this Agreement or any right to enforce the terms and provisions hereof.
- c. The covenants, terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall continue as a servitude running with the Open Space Property, Lot "A" and Lot "B".

GRANTOR:

GVC Property 18, LLC

By: _____

Name: _____

Title: _____

GRANTEE:

City of Grass Valley, a municipal corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

Lot "A"
Open Space Land Dedication

All that real property situated in the incorporated City of Grass Valley, County of Nevada, State of California being a portion of Resultant Parcel 3, Resultant Parcel 4 and Resultant Parcel 5 as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045279, Official Records of Nevada County; said property being a portion of Sections 24 and 25, Township 16 North, Range 8 East, and Sections 19 and 30, Township 16, Range 9 East, Mount Diablo Base and Meridian, and being more particularly described as follows:

Beginning at a point on the easterly right of way line of Brunswick Road, being the northwesterly corner of Resultant Parcel 3 as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045279, Official Records of Nevada County. Thence from said point of beginning along the boundary of said Resultant Parcel 3 the following four (4) courses:

- 1) Thence North 70°10'50" East, 137.48 feet;
- 2) Thence North 61°42'00" East, 182.98 feet;
- 3) Thence North 55°32'00" East, 173.63 feet;
- 4) Thence North 63°54'00" East, 200.00 feet to the northeasterly corner of said Resultant Parcel 3 and the northwesterly corner of Resultant Parcel 4 as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045280, Official Records of Nevada County;

Thence along the boundary of said Resultant Parcel 4 the following twelve (12) courses:

- 1) Thence North 63°54'00" East, 87.84 feet;
- 2) Thence North 40°02'00" East, 148.07 feet;
- 3) Thence North 53°16'00" East, 80.63 feet;
- 4) Thence North 64°17'00" East, 25.65 feet;
- 5) Thence North 01°21'00" West, 371.13 feet;
- 6) thence North 88°55'19" East, 1,347.22 feet;
- 7) Thence North 86°44'23" East, 36.24 feet;
- 8) Thence North 07°32'39" West, 45.64 feet;
- 9) Thence North 82°27'21" East, 600.00 feet;
- 10) Thence South 07°32'39" East, 90.56 feet;
- 11) Thence North 86°44'16" East, 1,989.75 feet to the northeasterly corner of said Resultant Parcel 4;
- 12) Thence South 01°18'43" East, 350.00 feet to the southeasterly corner of said Resultant Parcel 4 and the northeasterly corner of Resultant Parcel 5 as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045281, Official



LEGAL DESCRIPTION(continued)

Records of Nevada County;

Thence along the boundary of said Resultant Parcel 5 the following thirty-two (32) courses:

- 1) Thence South 01°18'43" East, 966.97 feet;
- 2) Thence South 01°20'13" East, 385.73 feet to the southeasterly corner of Said Resultant Parcel 5;
- 3) Thence South 71°37'00" West, 47.28 feet;
- 4) Thence along the arc of a curve to the left having a radius of 485.00 feet, a delta angle of 19°17'00" and an arc length of 163.23 feet;
- 5) Thence South 52°20'00" West, 117.98 feet;
- 6) Thence along the arc of a curve to the right having a radius of 315.00 feet, a delta angle of 56°19'00" and an arc length of 309.62 feet;
- 7) Thence North 71°21'00" West, 123.19 feet;
- 8) Thence along the arc of a curve to the left having a radius of 385.00 feet, a delta angle of 13°35'00" and an arc length of 91.27 feet;
- 9) Thence North 84°56'00" West, 83.48 feet;
- 10) Thence along the arc of a curve to the right having a radius of 715.00 feet, a delta angle of 04°30'00" and an arc length of 56.16 feet;
- 11) Thence North 80°26'00" West, 149.84 feet;
- 12) Thence along the arc of a curve to the right having a radius of 615.00 feet, a delta angle of 18°50'00" and an arc length of 202.15 feet;
- 13) Thence North 61°36'00" West, 118.77 feet;
- 14) Thence North 29°41'18" East, 66.34 feet;
- 15) Thence North 60°18'42" West, 150.00 feet;
- 16) Thence North 29°41'18" East, 10.00 feet;
- 17) Thence South 60°18'42" East, 71.21 feet;
- 18) Thence along the arc of a curve to the left having a radius of 490.00 feet, a delta angle of 37°49'58" and an arc length of 323.55 feet;
- 19) Thence South 12°10'28" East, 10.00 feet;
- 20) Thence from a tangent bearing of South 77°49'32" West along the arc of a curve to the left having a radius of 480.00 feet, a delta angle of 12°43'55" and an arc length of 106.66 feet;
- 21) Thence North 24°54'23" West, 20.00 feet;
- 22) Thence from a tangent bearing of South 65°05'37" West along the arc of a curve to the left having a radius of 500.00 feet, a delta angle of 12°43'57" and an arc length of 111.11 feet;
- 23) Thence South 37°38'20" East, 20.00 feet;
- 24) Thence from a tangent bearing of South 52°21'40" West along the arc of a curve to the left having a radius of 480.00 feet, a delta angle of 10°23'00" and an arc length of 86.99 feet;

LEGAL DESCRIPTION(continued)

- 25) Thence South 41°58'40" West, 18.45 feet;
- 26) Thence North 48°01'20" West, 20.00 feet;
- 27) Thence South 41°58'40" West, 82.03 feet;
- 28) Thence along the arc of a curve to the right having a radius of 550.00 feet, a delta angle of 14°20'52" and an arc length of 137.73 feet;
- 29) Thence South 56°19'32" West, 67.72 feet;
- 30) Thence South 33°40'28" East, 20.00 feet;
- 31) Thence South 56°19'32" West, 480.69 feet;
- 32) Thence along the arc of a curve to the right having a radius of 870.00, a delta angle of 01°16'30" and an arc length of 19.36 feet;

Thence leaving the boundary of said Resultant Parcel 5 the following forty-nine (49) courses:

- 1) Thence South 78°03'53" West, 189.11 feet;
- 2) Thence North 39°41'11" West, 185.20 feet;
- 3) Thence South 84°51'25" West, 122.21 feet;
- 4) Thence South 89°33'34" West, 178.43 feet;
- 5) Thence South 69°17'53" West, 632.93 feet;
- 6) Thence North 81°20'19" West, 45.70 feet;
- 7) Thence South 64°24'04" West, 222.99 feet;
- 8) Thence South 81°06'45" West, 248.66 feet;
- 9) Thence South 31°04'14" West, 265.73 feet;
- 10) Thence South 63°31'07" West, 256.48 feet to an angle point on the easterly right of way line of Brunswick Road;
- 11) Thence South 83°50'49" West, 30.00 feet along the easterly right of way line of Brunswick Road;
- 12) Thence North 06°09'11" West, 508.17 feet along the easterly right of way line of Brunswick Road;
- 13) Thence leaving said easterly Brunswick Road right of way South 64°28'57" East, 17.62 feet;
- 14) Thence South 06°09'11" East, 405.29 feet;
- 15) Thence North 75°51'20" East, 235.91 feet;
- 16) Thence North 31°04'14" East, 319.51 feet;
- 17) Thence North 63°00'15" East, 34.16 feet;
- 18) Thence South 76°30'02" East, 139.03 feet;
- 19) Thence North 57°45'35" East, 322.29 feet;
- 20) Thence South 76°02'54" East, 107.21 feet;
- 21) Thence North 68°40'43" East, 406.28 feet;
- 22) Thence North 75°14'23" East, 210.84 feet;
- 23) Thence North 45°19'45" East, 141.74 feet;
- 24) Thence North 75°47'41" East, 169.35 feet;

LEGAL DESCRIPTION(continued)

- 25) Thence South 45°18'41" East, 86.89 feet;
 26) Thence North 82°57'38" East, 328.52 feet;
 27) Thence North 50°15'26" East, 493.93 feet;
 28) Thence North 67°52'01" East, 84.12 feet;
 29) Thence North 31°22'39" East, 89.25 feet;
 30) Thence North 82°03'57" East, 129.06 feet;
 31) Thence North 48°39'45" East, 183.10 feet;
 32) Thence North 73°35'32" East, 138.00 feet;
 33) Thence North 50°41'27" East, 154.11 feet;
 34) Thence along the arc of a curve to the right having a radius of 450.00 feet, a delta angle of 28°04'41" and an arc length of 220.53 feet;
 35) Thence North 78°46'08" East, 95.67 feet;
 36) Thence North 11°13'52" West, 625.63 feet;
 37) Thence North 89°31'02" West, 401.37 feet;
 38) Thence North 72°16'00" West, 515.82 feet;
 39) Thence South 71°05'00" West, 621.23 feet;
 40) Thence North 84°44'27" West, 136.14 feet;
 41) Thence North 46°12'36" West, 146.50 feet;
 42) Thence South 83°36'26" West, 471.41 feet;
 43) Thence South 58°45'38" West, 406.52 feet;
 44) Thence South 41°22'21" West, 187.22 feet;
 45) Thence South 63°54'00" West, 294.75 feet;
 46) Thence South 55°32'00" West, 172.67 feet;
 47) Thence South 61°51'44" West, 193.05 feet;
 48) Thence South 70°10'50" West, 159.75 feet to the westerly boundary of said Resultant Parcel 3;
 49) Thence along the easterly right of way line of Brunswick North 04°11'28" East, 54.74 feet to the **Point of Beginning**.

Containing 88.612 acres more, or less.

Basis of Bearings: The basis of bearings is identical and based upon that Record of Survey for F. Knoop, recorded in Book 8 of Surveys, Page 37, Official Records of Nevada County.

LEGAL DESCRIPTION (continued)**Lot "B"
Open Space Land Dedication**

All that real property situated in the incorporated City of Grass Valley, County of Nevada, State of California, being a portion of Resultant Parcel 6 and Resultant Parcel 7 as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045279, Official Records of Nevada County; said property being a portion of Section 25, Township 16 North, Range 8 East, and Section 30, Township 16 North, Range 9 East, Mount Diablo Base and Meridian, and being more particularly described as follows:

Beginning at a point on the southerly right of way line of Idaho Maryland road, being the northeasterly corner of Resultant Parcel 6 as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045282, Official Records of Nevada County. Thence from said point of beginning along the boundary of said Resultant Parcel 6, as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045282 and Resultant Parcel 7, as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045283 the following three (3) courses:

- 1) Thence South 07°32'39" East, 1,198.20 feet;
- 2) Thence North 86°58'31" East, 169.59 feet;
- 3) Thence South 00°18'09" East, 355.78 feet;

Thence leaving the boundary of said Resultant Parcel 7 the following eighteen (18) Courses:

- 1) Thence from a tangent bearing of North 07°16'33" West along the arc of a curve to the left having a radius of 51.98 feet, a delta angle of 151°28'27" and an arc length of 137.43 feet;
- 2) Thence South 29°32'38" West, 15.30 feet;
- 3) Thence along the arc of a curve to the right having a radius of 200.00 feet, a delta angle of 43°10'49" and an arc length of 150.73 feet;
- 4) Thence South 72°43'27" West, 146.48 feet;
- 5) Thence South 82°46'30" West, 567.91 feet;
- 6) Thence South 45°29'02" West, 122.73 feet;
- 7) Thence along the arc of a curve to the left having a radius of 300.00 feet, a delta angle of 11°22'32" and an arc length of 59.56 feet;
- 8) Thence South 34°06'31" West, 157.59 feet;
- 9) Thence South 50°26'08" West, 111.76 feet;
- 10) Thence South 44°49'36" West, 131.76 feet;
- 11) Thence along the arc of a curve to the left having a radius of 200.00 feet, a delta angle of 65°56'05" and an arc length of 230.16 feet;
- 12) Thence along the arc of a curve to the right having a radius of 200.00 feet, a delta angle of 41°28'53" and an arc length of 144.80 feet;

LEGAL DESCRIPTION(continued)

- 13) Thence South 19°24'22" West, 211.64 feet;
- 14) Thence South 04°41'28" West, 390.43 feet;
- 15) Thence South 01°57'13" East, 113.72 feet;
- 16) Thence along a curve to the left having a radius of 300.00 feet, a delta angle of 33°40'50" and an arc length of 176.35 feet;
- 17) Thence along the arc of a curve to the left having a radius of 70.00 feet, a delta angle of 59°56'11" and an arc length of 73.23 feet;
- 18) Thence North 84°25'46" East, 59.81 feet to the northerly right of way line of Loma Rica Drive

Thence along the northerly right of way line of Loma Rica Drive and the southerly boundary of said Resultant Parcels 6 and 7 the following ten (10) courses:

- 1) Thence from a tangent bearing of South 53°42'31" West along the arc of a curve to the right having a radius of 380.00 feet, a delta angle of 24°06'01" and an arc length of 159.84 feet;
- 2) Thence South 77°48'32" West, 218.23 feet;
- 3) Thence along the arc of a curve to the right with a radius of 300.00 feet, a delta angle of 55°09'58" and an arc length of 288.85 feet;
- 4) Thence North 47°01'30" West, 57.72 feet;
- 5) Thence North 42°58'30" East, 35.00 feet;
- 6) Thence North 47°01'30" West, 513.56 feet;
- 7) Thence North 42°58'30" East, 15.00 feet;
- 8) Thence from a tangent bearing of North North 47°01'30" West along the arc of a curve to the left having a radius of 120.00 feet, a delta angle of 100°06'27" and an arc length of 209.66 feet;
- 9) Thence South 32°52'03" West, 23.92 feet;
- 10) Thence North 56°50'00" West, 106.33 feet;

Thence leaving the northerly right of way line of Loma Rica Drive and the southerly boundary line of said Resultant Parcel 6 the following twenty-two (22) courses:

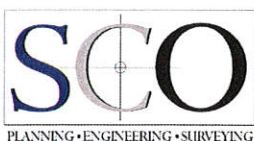
- 1) Thence from a tangent bearing of North 77°47'01" East along the arc of a curve to the left having a radius of 592.51 feet, a delta angle of 23°59'05" and an arc length of 248.03 feet;
- 2) Thence along the arc of a curve to the left having a radius of 50.00 feet, a delta angle of 135°17'41" and an arc length of 118.07 feet;
- 3) Thence North 81°29'46" West, 47.25 feet;
- 4) Thence along the arc of a curve to the right having a radius of 100.00 feet, a delta angle of 53°15'46" and an arc length of 92.96 feet;
- 5) Thence North 28°14'00" West, 55.97 feet;

LEGAL DESCRIPTION(continued)

- 6) Thence along the arc of a curve to the right having a radius of 40.00 feet, a delta angle of $166^{\circ}36'04''$ and an arc length of 116.31 feet;
- 7) Thence along the arc of a curve to the left having a radius of 34.22 feet, a delta angle of $107^{\circ}16'20''$ and an arc length of 64.07 feet;
- 8) Thence along the arc of a curve to the left having a radius of 272.47 feet, a delta angle of $27^{\circ}06'07''$ and an arc length of 128.89 feet;
- 9) Thence along the arc of a curve to the left having a radius of 46.49 feet, a delta angle of $46^{\circ}45'35''$ and an arc length of 37.94 feet;
- 10) Thence along the arc of a curve to the right having a radius of 40.00 feet, a delta angle of $65^{\circ}47'32''$ and an arc length of 45.93 feet;
- 11) Thence North $23^{\circ}01'34''$ East, 59.35 feet;
- 12) Thence along the arc of a curve to the right having a radius of 40.00 feet, a delta angle of $95^{\circ}00'23''$ and an arc length of 66.33 feet;
- 13) Thence along the arc of a curve to the left having a radius of 75.00 feet, a delta angle of $103^{\circ}28'37''$ and an arc length of 135.45 feet;
- 14) Thence North $14^{\circ}33'20''$ East, 29.81 feet;
- 15) Thence along the arc of a curve to the left having a radius of 75.00 feet, a delta angle of $77^{\circ}22'04''$ and an arc length of 101.27 feet;
- 16) Thence along the arc of a curve to the right having a radius of 65.00 feet, a delta angle of $84^{\circ}53'37''$ and an arc length of 96.31 feet;
- 17) Thence along the arc of a curve to the left having a radius of 100.00 feet, a delta angle of $91^{\circ}23'46''$ and an arc length of 159.52 feet;
- 18) Thence along the arc of a curve to the right having a radius of 80.00 feet, a delta angle of $104^{\circ}59'34''$ and an arc length of 146.60 feet;
- 19) Thence along the arc of a curve to the left having a radius of 328.99 feet, a delta angle of $41^{\circ}37'36''$ and an arc length of 239.02 feet;
- 20) Thence along the arc of a curve to the right having a radius of 100.00 feet, a delta angle of $45^{\circ}57'09''$ and an arc length of 80.20 feet;
- 21) Thence North $40^{\circ}00'14''$ East, 598.29 feet;
- 22) Thence North $52^{\circ}44'59''$ East, 826.10 feet to the southerly right of way line of Idaho Maryland Road and the northerly boundary of Resultant Parcel 6;

Thence along the southerly right of way line of Idaho Maryland Road and the southerly boundary of said Resultant Parcel 6 the following eighteen (18) courses:

- 1) Thence from a tangent bearing of North $57^{\circ}36'02''$ East along the arc of a curve to the left having a radius of 940.00 feet, a delta angle of $01^{\circ}16'30''$ and an arc length of 20.92 feet;
- 2) Thence North $56^{\circ}19'32''$ East, 180.69 feet;
- 3) Thence North $33^{\circ}40'28''$ West, 10.00 feet;
- 4) Thence North $56^{\circ}19'32''$ East, 150.00 feet;



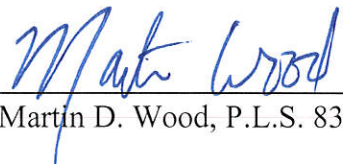
LEGAL DESCRIPTION(continued)

- 5) Thence South 33°40'28" East, 10.00 feet;
- 6) Thence North 56°19'32" East, 50.00 feet;
- 7) Thence South 33°40'28" East, 10.00 feet;
- 8) Thence North 56°19'32" East, 100.00 feet;
- 9) Thence North 33°40'28" West, 10.00 feet;
- 10) Thence North 56°19'32" East, 67.72 feet;
- 11) Thence along the arc of a curve to the left having a radius of 640.00 feet, a delta angle of 12°37'54" and an arc length of 141.10 feet;
- 12) Thence South 46°18'22" East, 10.00 feet;
- 13) Thence North 41°58'40" East, 100.48 feet;
- 14) Thence along the arc of a curve to the right having a radius of 400.00 feet, a delta angle of 10°23'00" and an arc length of 72.49 feet;
- 15) Thence North 37°38'20" West, 10.00 feet;
- 16) Thence from a tangent bearing of North 53°03'44" East along the arc of a curve to the right having a radius of 410.00 feet, a delta angle of 05°39'54" and an arc length of 40.54 feet;
- 17) Thence North 31°16'22" West, 10.00 feet;
- 18) Thence from a tangent bearing of North 58°43'38" East along the arc of a curve to the right having a radius of 420.00 feet, a delta angle of 22°08'34" and an arc length of 162.32 feet to the **Point of Beginning**.

Containing 87.98 acres more, or less.

Basis of Bearings: The basis of bearings is identical and based upon that Record of Survey for F. Knoop, recorded in Book 8 of Surveys, Page 37, Official Records of Nevada County.

End of Description



 Martin D. Wood, P.L.S. 8321

10-28-24

 Date



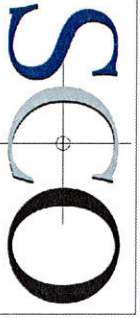
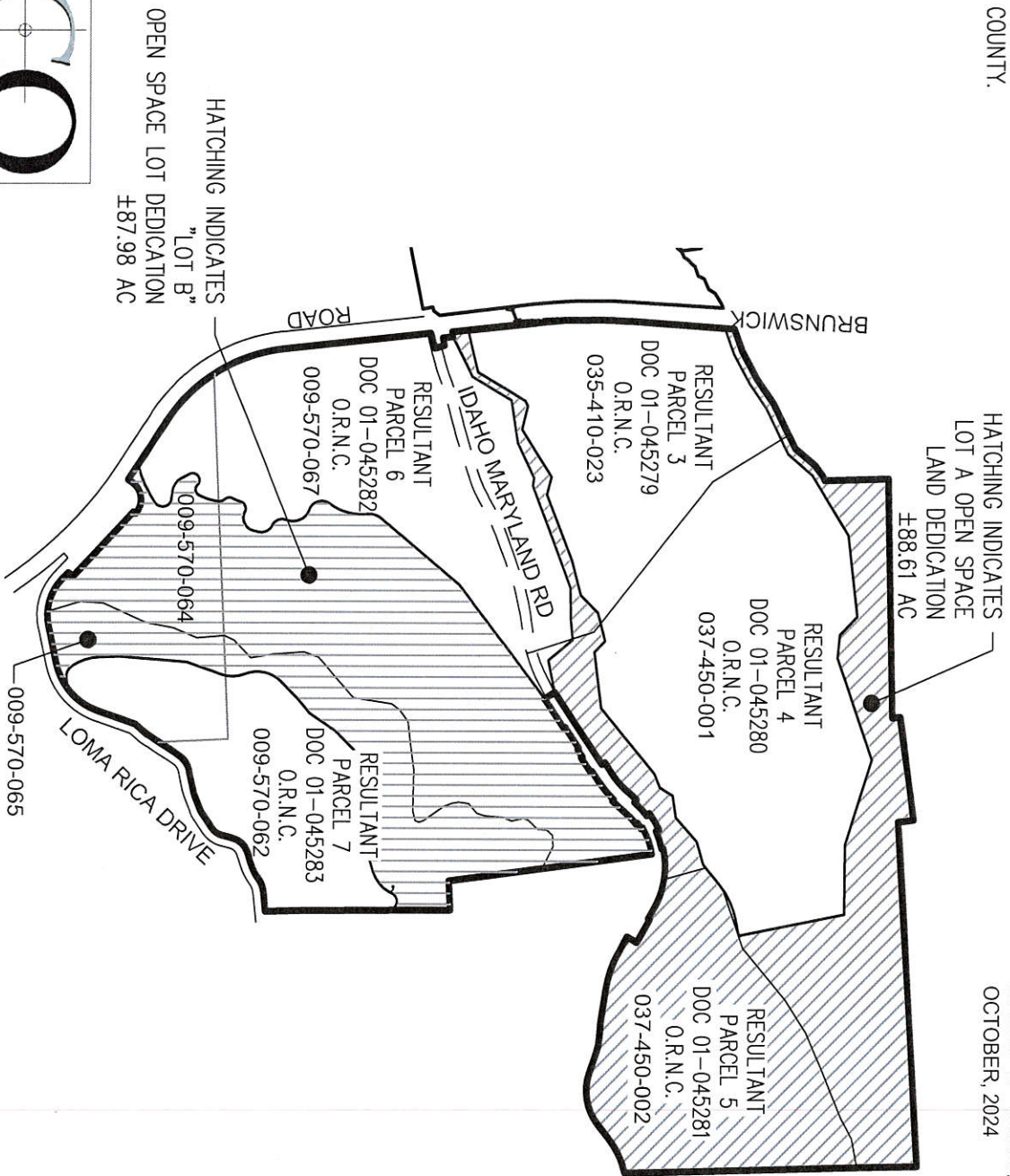
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS BASED UPON FOUND MONUMENTS AND IS IDENTICAL TO THAT RECORD OF SURVEY AS SHOWN IN BOOK 8 OF SURVEYS AT PAGE 37 OFFICIAL RECORDS OF NEVADA COUNTY.

EXHIBIT "B"

OPEN SPACE LAND DEDICATION

BEING A PORTION OF SECTION 19, 24, 25, 30, T.16N., R8E. MDB& M. WITHIN THE INCORPORATED CITY OF GRASS VALLEY, COUNTY OF NEVADA, STATE OF CALIFORNIA
OCTOBER, 2024
SCALE: 1"=1000'



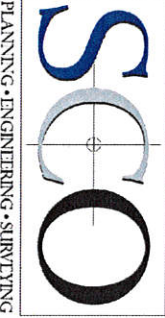
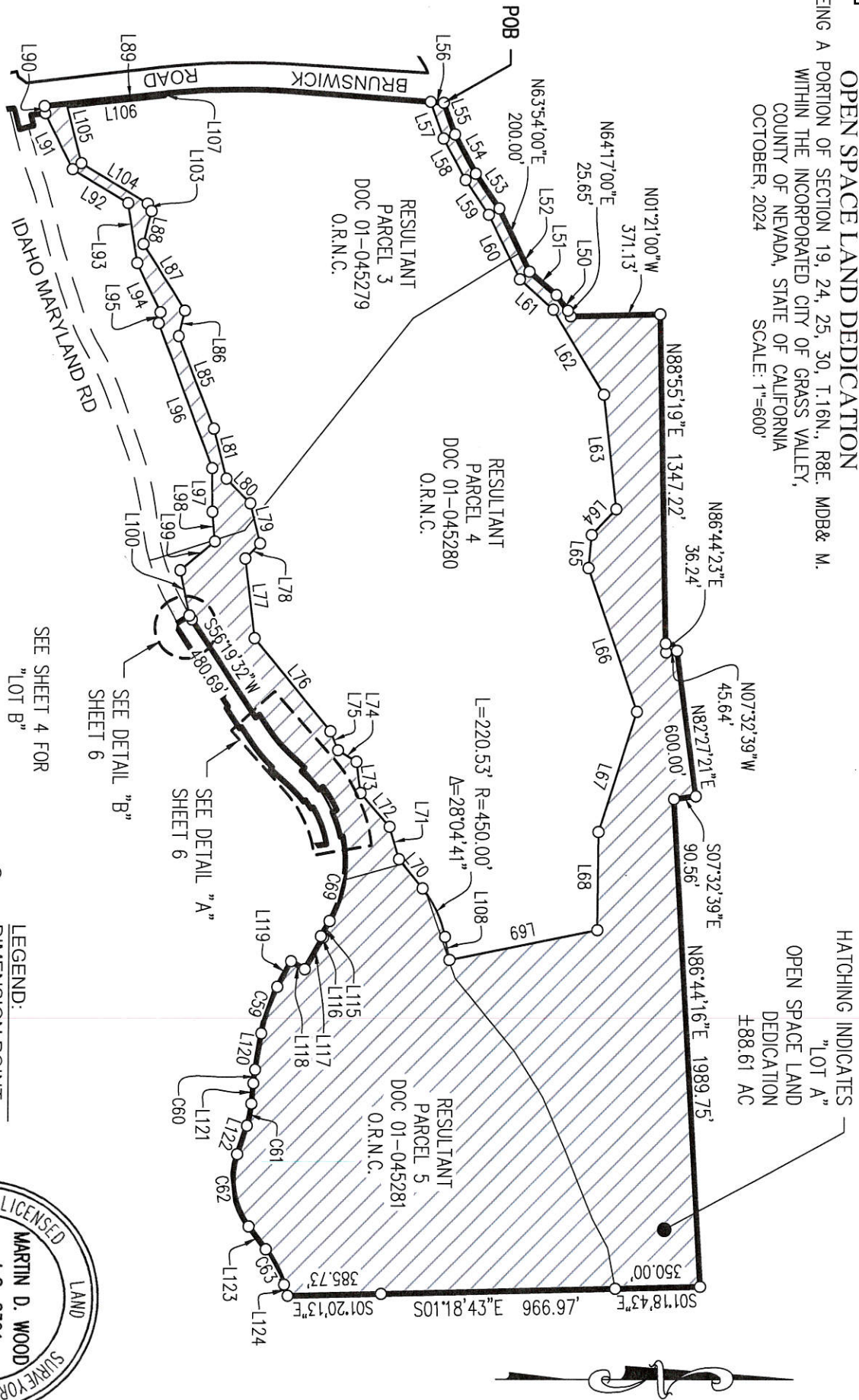
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EXHIBIT "B"

OPEN SPACE LAND DEDICATION

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WITHIN THE INCORPORATED CITY OF GRASS VALLEY,
COUNTY OF NEVADA, STATE OF CALIFORNIA
OCTOBER, 2024
SCALE: 1"=600'



LINE TABLE

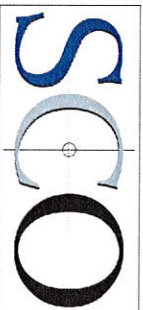
LINE #	LENGTH	DIRECTION
L50	80.63'	N 53°16'00" E
L51	148.07'	N 40°02'00" E
L52	87.84'	N 63°54'00" E
L53	173.63'	N 55°32'00" E
L54	182.98'	N 61°42'00" E
L55	137.48'	N 70°10'50" E
L56	54.74'	N 04°11'28" E
L57	159.75'	S 70°10'50" W
L58	193.05'	S 61°51'44" W
L59	172.67'	S 55°32'00" W
L60	294.75'	S 63°54'00" W
L61	187.22'	S 41°22'21" W
L62	406.52'	S 58°45'38" W
L63	471.41'	S 83°56'26" W
L64	146.50'	N 46°12'36" W
L65	136.14'	N 84°44'27" W
L66	621.23'	S 71°05'00" W
L67	515.82'	N 72°16'00" W
L68	401.37'	N 89°31'02" W
L69	625.63'	N 11°13'52" W
L70	154.11'	N 50°41'27" E
L71	138.00'	N 73°35'32" E
L72	183.10'	N 48°39'45" E
L73	129.06'	N 82°03'57" E

LINE #	LENGTH	DIRECTION
L74	89.25'	N 31°22'39" E
L75	84.12'	N 67°52'01" E
L76	493.93'	N 50°15'26" E
L77	328.52'	N 82°57'38" E
L78	86.89'	S 45°18'41" E
L79	169.35'	N 75°47'41" E
L80	141.74'	N 45°19'45" E
L81	210.84'	N 75°14'23" E
L85	406.28'	N 68°40'43" E
L86	107.21'	S 76°02'54" E
L87	322.29'	N 57°45'35" E
L88	139.03'	S 76°30'02" E
L89	508.17'	N 06°09'11" W
L90	30.00'	S 83°50'49" W
L91	256.48'	S 63°31'07" W
L92	265.73'	S 31°04'14" W
L93	248.66'	S 81°06'45" W
L94	222.99'	S 64°24'04" W
L95	45.70'	N 81°20'19" W
L96	632.93'	S 69°17'53" W
L97	178.43'	S 89°33'34" W
L98	122.21'	S 84°51'25" W
L99	185.20'	N 39°41'11" W
L100	189.11'	S 78°03'53" W

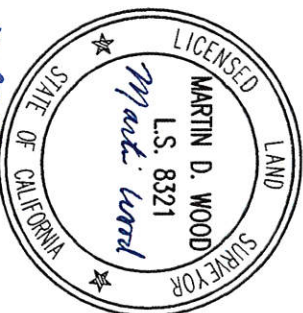
LINE #	LENGTH	DIRECTION
L101	20.00'	N 48°01'20" W
L102	18.45'	S 41°58'40" W
L103	34.16'	N 63°00'15" E
L104	319.51'	N 31°04'14" E
L105	235.91'	N 75°51'20" E
L106	405.29'	S 06°09'11" E
L107	17.62'	S 64°28'57" E
L108	95.67'	N 78°46'08" E
L115	71.21'	S 60°18'42" E
L116	10.00'	N 29°41'18" E
L117	150.00'	N 60°18'42" W
L118	66.34'	N 29°41'18" E
L119	118.77'	N 61°56'00" W
L120	149.84'	N 80°26'00" W
L121	83.48'	N 84°56'00" W
L122	123.19'	N 71°21'00" W
L123	117.98'	S 52°20'00" W
L124	47.28'	S 71°37'00" W

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C59	202.15'	615.00'	1850°00"
C60	56.16'	715.00'	430°00"
C61	91.27'	385.00'	1335°00"
C62	309.62'	315.00'	5619°00"
C63	163.23'	485.00'	1917°00"
C64	19.36'	870.00'	1°16'30"
C65	137.73'	550.00'	1420°52"
C66	86.99'	480.00'	1023°00"
C67	111.11'	500.00'	1243°57"
C68	106.66'	480.00'	1243°55"
C69	323.55'	490.00'	3749°58"



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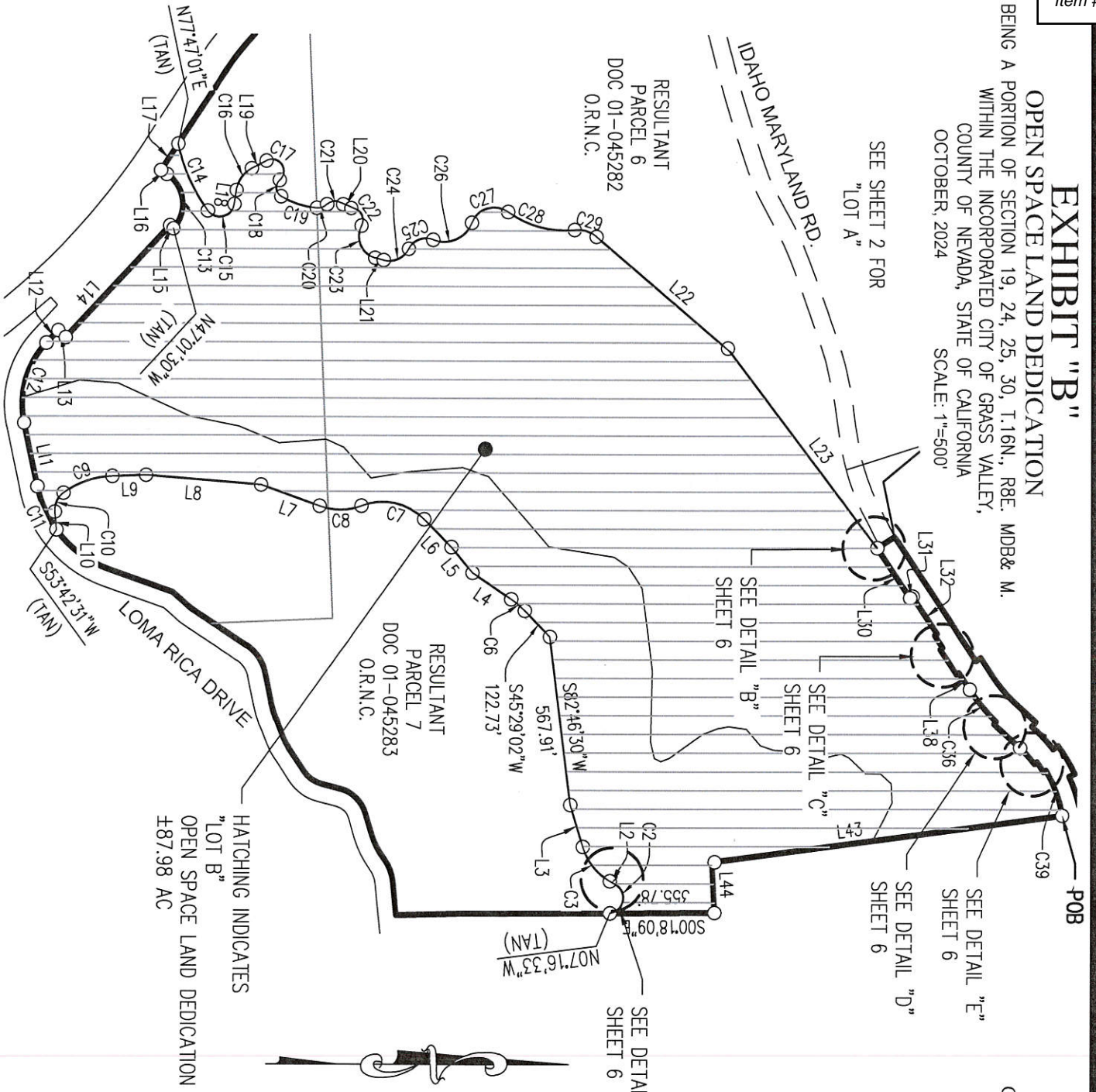
10-28-24

EXHIBIT "B"

OPEN SPACE LAND DEDICATION

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WITHIN THE INCORPORATED CITY OF GRASS VALLEY,
COUNTY OF NEVADA, STATE OF CALIFORNIA
OCTOBER, 2024
SCALE: 1"=500'

SEE SHEET 2 FOR
"LOT A"



HATCHING INDICATES
"LOT B"
OPEN SPACE LAND DEDICATION
±87.98 AC

- LEGEND:**
- O DIMENSION POINT
 - OFFICIAL RECORDS OF NEVADA COUNTY
 - PM PARCEL MAP
 - POB POINT OF BEGINNING
 - ESMT EASEMENT



LINE TABLE

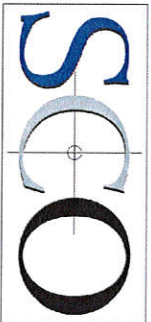
LINE #	LENGTH	DIRECTION
L1	355.78'	S 00°18'09" E
L2	15.30'	S 29°32'38" W
L3	146.48'	S 72°43'27" W
L4	157.59'	S 34°06'31" W
L5	111.76'	S 50°26'08" W
L6	131.76'	S 44°49'36" W
L7	211.64'	S 19°24'22" W
L8	390.43'	S 04°41'28" W
L9	113.72'	S 01°57'13" E
L10	59.81'	N 84°25'46" E
L11	218.23'	S 77°48'32" W
L12	57.72'	N 47°01'30" W
L13	35.00'	N 42°58'30" E
L14	513.56'	N 47°01'30" W
L15	15.00'	N 42°58'30" E
L16	23.92'	S 32°52'03" W
L17	106.33'	N 56°50'00" W
L18	47.25'	N 81°29'46" W
L19	55.97'	N 28°14'00" W
L20	59.35'	N 23°01'34" E
L21	29.81'	N 14°33'20" E
L22	598.29'	N 40°00'14" E
L23	826.10'	N 52°44'59" E

CURVE TABLE

LINE #	LENGTH	DIRECTION
L30	180.69'	N 56°19'32" E
L31	10.00'	N 33°40'28" W
L32	150.00'	N 56°19'32" E
L33	10.00'	S 33°40'28" E
L34	50.00'	N 56°19'32" E
L35	10.00'	S 33°40'28" E
L36	100.00'	N 56°19'32" E
L37	10.00'	N 33°40'28" W
L38	67.72'	N 56°19'32" E
L39	10.00'	S 46°18'22" E
L40	100.48'	N 41°58'40" E
L41	10.00'	S 37°38'20" E
L42	10.00'	S 31°16'22" E
L43	1198.20'	S 07°32'39" E
L44	169.59'	N 86°58'31" E

CURVE #	LENGTH	RADIUS	DELTA
C2	137.43'	51.98'	151°28'27"
C3	150.73'	200.00'	43°10'49"
C6	59.56'	300.00'	11°22'32"
C7	230.16'	200.00'	65°56'05"
C8	144.80'	200.00'	41°28'53"
C9	176.35'	300.00'	33°40'50"
C10	73.23'	70.00'	59°56'11"
C11	159.84'	380.00'	24°06'01"
C12	288.85'	300.00'	55°09'58"
C13	209.66'	120.00'	100°06'27"
C14	248.03'	592.51'	23°59'05"
C15	118.07'	50.00'	135°17'41"
C16	92.96'	100.00'	53°15'46"
C17	116.31'	40.00'	166°36'04"
C18	64.07'	34.22'	107°16'20"
C19	128.89'	272.47'	27°06'07"
C20	37.94'	46.49'	46°45'35"
C21	45.93'	40.00'	65°47'32"
C22	66.33'	40.00'	95°00'23"
C23	135.45'	75.00'	103°28'37"
C24	101.27'	75.00'	77°22'04"
C25	96.31'	65.00'	84°53'37"
C26	159.52'	100.00'	91°23'46"
C27	146.60'	80.00'	104°59'34"

CURVE #	LENGTH	RADIUS	DELTA
C28	239.02'	328.99'	41°37'36"
C29	80.20'	100.00'	45°57'09"
C35	20.92'	940.00'	1°16'30"
C36	141.10'	640.00'	12°37'54"
C37	72.49'	400.00'	10°23'00"
C38	40.54'	410.00'	5°39'54"
C39	162.32'	420.00'	22°08'34"



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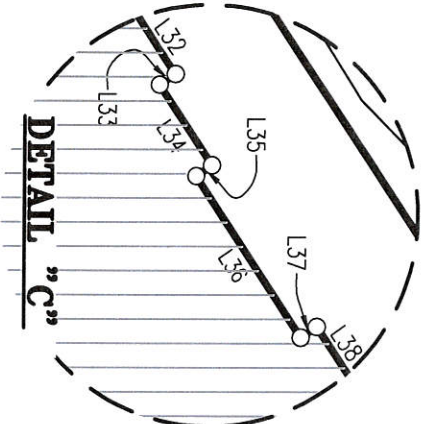
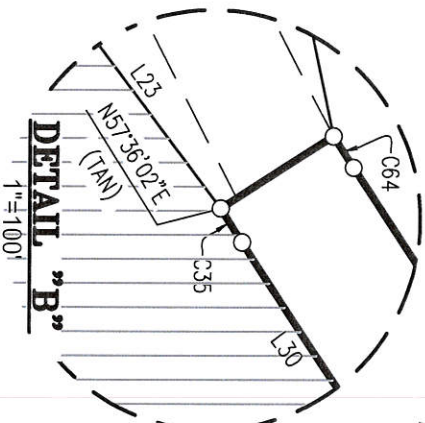
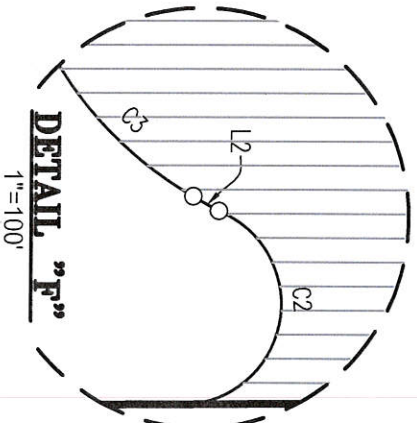
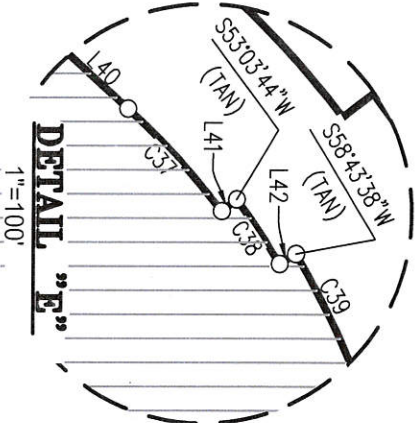
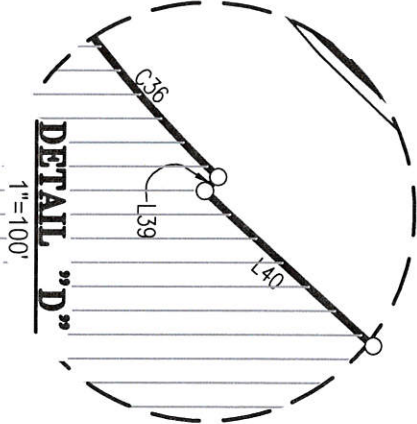
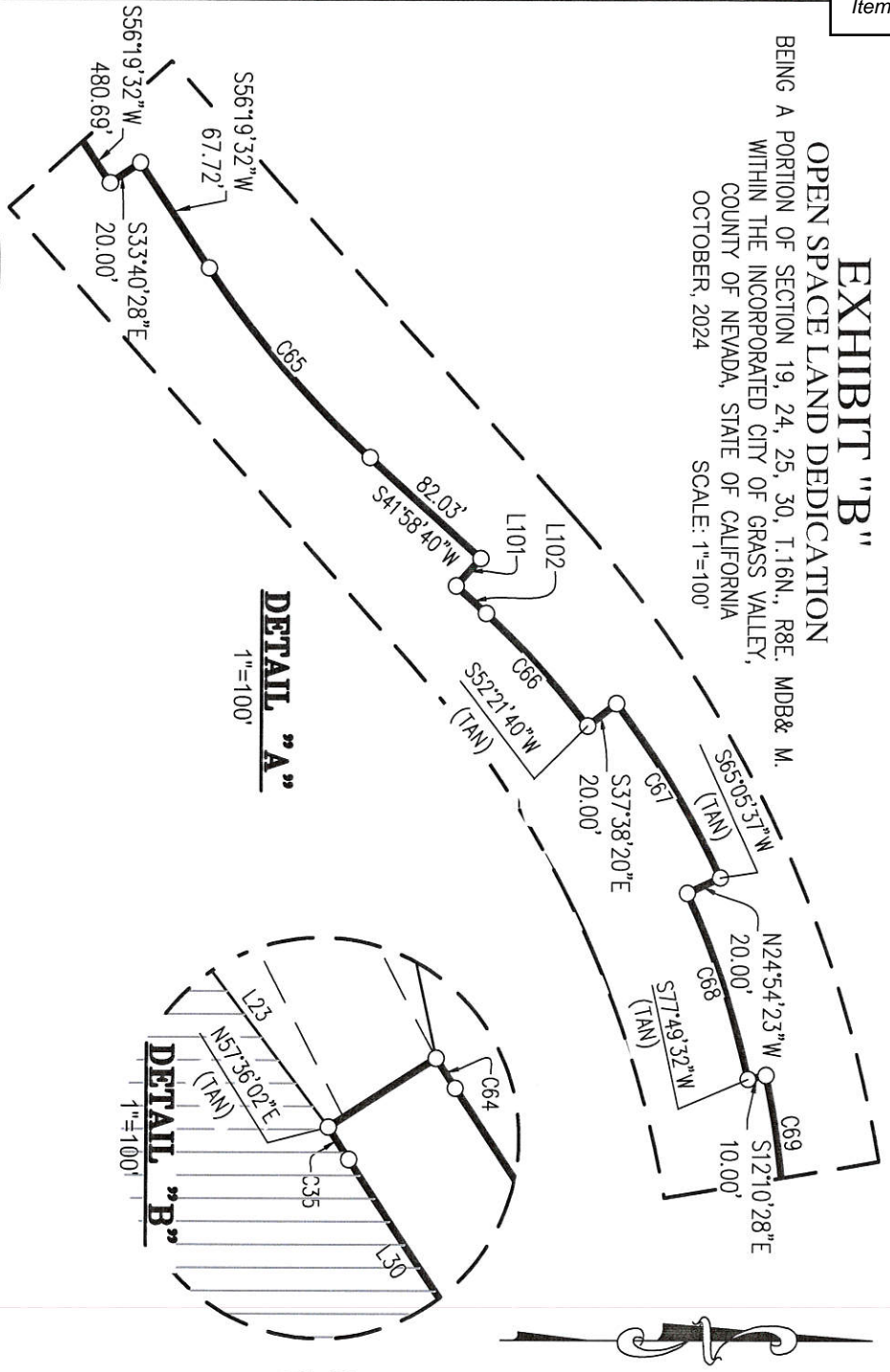


EXHIBIT "B"

OPEN SPACE LAND DEDICATION

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 WITHIN THE INCORPORATED CITY OF GRASS VALLEY,
 COUNTY OF NEVADA, STATE OF CALIFORNIA
 OCTOBER, 2024 SCALE: 1"=100'

LEGEND:
 ○ DIMENSION POINT



10-28-24

SHEET 6 OF 6

SCO

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City of Grass Valley City Council Agenda Action Sheet

Title: Administrative EMS Coordinator

CEQA: Not a project

Recommendation: That Council approve an updated job description for Administrative EMS Coordinator

Prepared by: Mark Buttron, Fire Chief

Council Meeting Date: 11/12/2024

Date Prepared: 11/1/2024

Agenda: Consent

Background Information: In August 2023, the Fire Department launched an Advanced Life Support (ALS) program aimed at enhancing community service by placing paramedics on fire engines. This initiative is designed to improve emergency response capabilities and provide more immediate and specialized medical care during emergencies.

As part of this program, the Fire Department is preparing to fill a critical role due to the upcoming retirement of the current EMS Supervisor. The department has identified a new EMS Coordinator, who will be responsible for overseeing program requirements, reporting, skills evaluations, and other essential functions. This role also serves as an additional resource within the ALS system.

The Council approved the job description, salary range, and incentives for the EMS Coordinator on September 10, 2024. An administrative error was noted requiring minor corrections to the positions exempt status and updated pay scale, which have been corrected and finalized.

The EMS Coordinator will be part of Unit 1-Management/Supervisory Professional & Confidential Employees Group. The ALS program and the new EMS Coordinator position are both focused on improving emergency medical care in our community. We're confident that these efforts will strengthen our ability to provide responsive, high-quality medical support to our residents.

Council Goals/Objectives: Strategic Goal #1 Exceptional Public Safety

Fiscal Impact: Budget Position in FY 23.24

Funds Available: Yes **Account #:** 200-203 **Reviewed by:** Tim Kiser, City Manager

Attachments: 1)Job Description & 2)Salary Range and Certificate / Educational Incentive Pays



ADMINISTRATIVE EMS COORDINATOR

Department: Fire Department

FSLA Status: Exempt

Reports To: Battalion Chief, Fire Chief

Unit: 1

Adopted: September 2024

Revised: November 12 2024

SUMMARY OF JOB PURPOSE

The Administrative EMS Coordinator, under direction, coordinates and maintains an effective emergency medical services (EMS) program for the City’s Fire Department, including pre-hospital care that delivers excellence in patient care; monitors EMS and operational field performance; works closely with department personnel to provide in-house medical control, training and quality improvement programs through positive professional interaction; participates in and directs assigned personnel in emergency medical responses, develops and administers EMS training activities, including working with employees to correct deficiencies and implementing disciplinary procedures. The normal work schedule will be a 40-hour schedule.

Applicants must pass a medical examination to verify the ability to physically perform all required duties.

SUPERVISION RECEIVED AND EXERCISED

Immediate supervision is provided by the Battalion Chief, Assistant Chief, or Fire Chief and under the provisions of a Joint Operations Agreement may be supervised by supervisors from other signatory agencies the EMS Coordinator directly supervises subordinates and under the provisions of a Joint Operations Agreement may supervise personnel of other signatory agencies.

ESSENTIAL FUNCTIONS (includes but is not limited to listed tasks)

The Administrative EMS Coordinator receives direction from higher level supervisory and management staff in the supervision of emergency medical services and other emergencies.

Following are essential functions performed by the Administrative EMS Coordinator:

1. Assist the EMS Medical Director in the development, implementation, operation, administration and evaluation of the EMS programs, policies, procedures, and activities
2. Maintain the City of Grass Valley Fire Department CE Program



ADMINISTRATIVE EMS COORDINATOR

3. EMS training program: Plan and distribute the Quarterly EMS trainings including the BLS optional skills, ALS, and LALS Infrequent skills, and oversee the City of Grass Valley Fire Department CPR certification Program
4. Initiates and maintains a Quality Assurance/Quality Improvement program and monitors the outcomes to facilitate operational changes and focus future training priorities
5. Coordinate educational training with Sierra Nevada Hospital for Fire personnel
6. Perform CQI of all Optional BLS, LALS, and ALS skills
7. Provide remedial education/training for personnel as needed
8. Assist with investigating personnel issues regarding S-SV policy and procedures violations
9. Provides direction and oversight of the medical controlled substance inventory; ensures the controlled substance program complies with federal regulatory requirements
10. Works with vendors for EMS equipment and supplies as needed; develops plans for major EMS equipment purchases; and manages inventory and/or accountability of EMS equipment and supplies
11. Provides clinical and operational support and oversight as it relates to medical response and treatment
12. Responds to large scale and high-profile fire and EMS incidents and serves as Medical Group Supervisor
13. Attend/facilitate required monthly CQI review with the Medical Director
14. Attend the quarterly Regional Emergency Medical Advisory Committee meetings at S-SV
15. Attend the quarterly Nevada County Emergency Medical Care Committee Meetings
16. Complete required annual EMSQIP update to S-SV
17. Complete the Annual BLS Optional Skills report for S-SV
18. Distribute semi-annual S-SV policy and protocol updates to all personnel
19. Coordinate the required participation in the S-SV EMS data collection program
20. Coordinate Skills testing for the Paramedic, AEMT, and EMT recertification of personnel
21. Other duties as assigned by the Fire Chief

QUALIFICATIONS

To perform this job successfully, a person must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

Knowledge of:

1. Incident Command System

**City of Grass Valley
JOB DESCRIPTION**



ADMINISTRATIVE EMS COORDINATOR

2. Rules, regulations and operational procedures of the City of Grass Valley and the Grass Valley Fire Department
3. Knowledge of Sierra-Sacramento Valley EMS Agency (S-SV) and California Emergency Medical Services Authority (CAEMSA) Policies and Procedures
5. Principles and practices of Emergency Medical Care and management
6. Advanced life support, first aid, rescue, and related equipment and practices
7. Modern office practices, methods, and procedures

Skills In:

1. Modern all risk emergency incident operations
2. Management practices
3. Inner personal relationship building
4. Team building
5. Cooperating with multiple agencies including State and Federal Fire Agencies, Law Enforcement and Emergency Medical Services Agencies

Ability to:

1. Supervise personnel and equipment under emergency conditions
2. Assess emergency incidents, set priorities, implement an action plan, and request needed resources following the best practices of the fire service while under potentially adverse and stressful conditions
3. Supervise/lead personnel in Emergency Medical Services
4. Develop and implement training programs and evaluate skills
5. Read maps, pre fire plans, and other related fire service documents



ADMINISTRATIVE EMS COORDINATOR

EDUCATION AND EXPERIENCE

1. Minimum 18 years of age
2. Completion of the 12th grade with Diploma or General Education Degree

CERTIFICATES, LICENSES, REGISTRATIONS

1. Emergency Medical Technician Paramedic (EMT-P) License in California (or ability to obtain prior to appointment). EMT-P certification is a condition of employment. Obtain S-SV accreditation at time of appointment.
2. Current CPR, ACLS, and PALS, PEPP, APLS, or Handtevy certification. CPR, ACLS, and PALS, PEPP, APLS, or Handtevy certifications are a condition of employment.
3. Valid Class C Driver's License
4. ICS 100 and ICS 200 within six (6) months of employment. ICS-300 within one (1) year of employment. NIMS IS-700.b and IS-800.d with in six (6) months of employment.

LANGUAGE SKILLS

Ability to read, write and communicate in English at a level required for successful job performance

MATHEMATICAL SKILLS

Ability to use and understand basic mathematical concepts such as: adding, Subtracting, multiplying, dividing, simple fractions and percentages.

REASONING ABILITY

Ability to apply common sense understanding to carry out instructions furnished in written, orally or in diagram form; analyze and resolve problems involving circumstances and or events using standardized methods or procedures

**City of Grass Valley
JOB DESCRIPTION**



ADMINISTRATIVE EMS COORDINATOR

PHYSICAL DEMANDS

Person must pass a medical examination to verify the ability to physically perform all required duties

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

The employee must be free from any physical, emotional or mental condition which might adversely affect the ability to perform essential job duties

Must be able to perform manual tasks and have the ability to lift 100 pounds, also perform those physical activities required for the execution of essential functions, including but not limited to, regular sitting, walking, standing, performing repetitive motions with hands and wrists such as regular keyboarding

The employee must be able to work in confined spaces for extended periods of time in all climate and weather conditions. Also, have the ability to perform normal communications, including in person, two-way radio or on the telephone

WORKING ENVIROMENT

May require exposure to physical hazards such as fumes, chemical and bodily fluids.

May require working in adverse environmental conditions such as inclement weather, extreme temperature, dust, noise, dim lighting, confined spaces, and other conditions that may arise while performing essential functions.

May require the ability to wear an air purifying respirator.

BACKGROUND

Candidates offered employment may be required to successfully pass a background investigation that may include psychological examination, polygraph examination and in depth background investigation.

**City of Grass Valley
JOB DESCRIPTION**



ADMINISTRATIVE EMS COORDINATOR

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: _____

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

Administrative EMS Coordinator Position

Salary Range and Certificate/ Educational Incentive pays

Position	Hourly			Annually		
	<u>Min</u>	<u>Mid</u>	Max	<u>Min</u>	<u>Mid</u>	<u>Max</u>
Administrative EMS Coordinator	\$41.82	\$46.10	\$53.41	\$86,981.44	\$95,892.16	\$111,092.80

Administrative EMS Coordinator Certificate and Educational Incentive

1. The City shall offer an Academic Education Incentive program with a maximum cumulative (certificates and degrees) ceiling of 11% of base salary. Only certificates and degrees granted by accredited institutions and are job related, which are above the minimum educational requirement of the employee's position and enhance the employee's abilities and contributions will be considered. If an application for this incentive is denied it may be grieved.
2. The eligible degrees and certificates and corresponding incentives are as follows:

Administrative EMS Coordinator shall be granted 1.25% of base pay for each listed certificate with a maximum of 8.5%.

Approved certificates:

- AHA ACLS Instructor
- AHA PALS Instructor, or PEPP Instructor, or APLS Instructor, or Handtevy Instructor
- AHA CPR Instructor
- Designated Infection Control Officer (D.I.C.O.) Certificate
- Basic wildland firefighting certificate (USFS or CalFire)
- Medical Unit Leader
- Fire Instructor Series

Administrative EMS Coordinator shall be granted 2.5% of base pay for each listed degree with a cumulative maximum of 5%

Approved Degrees:

% of Base salary

- | | |
|---|------|
| Associate of Arts or Associate of Science | 2.5% |
| Bachelor of Arts or Bachelor of Science | 2.5% |
| Master of Arts or Master of Science | 2.5% |

Paramedic Incentive

Administrative EMS Coordinator with a current California paramedic license shall be eligible to receive a paramedic stipend of \$600 a month.



City of Grass Valley City Council Agenda Action Sheet

Title: 2025 Annual Measure E Street Rehabilitation 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: 11/12/2024

Date Prepared: 11/7/2024

Agenda: Consent

Background Information: The 2025 Annual Measure E Street Rehabilitation Project involves the pavement resurfacing of East Main St, Brunswick Ave, Dorsey Dr, Sutton Way, and Sierra College Drive. Project work includes a micro surfacing overlay, pavement markings, and striping improvements.

The street 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 2025 Annual Measure E Street Rehabilitation Project are available for review in the Engineering Division office at City Hall. The total project cost is estimated at \$1,000,000.

The award of a construction contract is anticipated to occur in January 2025, with construction following in Spring 2025. Staff requests that the Council authorize the bidding process for this project's construction.

Council Goals/Objectives: The 2025 Annual Measure E Street Rehabilitation Project executes portions of work tasks towards achieving/maintaining Strategic Plan Goal - City Infrastructure Investment

Fiscal Impact: The 2025 Annual Measure E Street Rehabilitation Project was fully funded in the FY 24/25 CIP Budget with Measure E funds.

Funds Available: Yes

Account #: 300-406-63850

Reviewed by: ____ City Manager

Attachments: N/A



City of Grass Valley City Council Agenda Action Sheet

Title: Community Risk Reduction Manager

CEQA: Not a Project

Recommendation: That Council 1) review and approve the job description and associated salary schedule for the Community Risk Reduction Manager, subject to legal review; 2) approve adding the Community Risk Reduction Manager to the allotted/authorized City positions; 3) review the proposed agreements (including Appendix A) for the Community Risk Reduction Manager position; 4) authorize the City Manager to execute the Community Risk Reduction Manager agreement subject to legal review; and 5) authorize the Administrative Services Director to make any necessary budget adjustments and/or amendments to complete these actions.

Prepared by: Timothy Kiser, City Manager

Council Meeting Date: 11/12/2024

Date Prepared: 11/7/2024

Agenda: Consent

Background Information: On March 5, the citizens of Grass Valley narrowly approved Measure B, underscoring the need for the City's commitment to transparency and accountability. The City Council remains dedicated to serving the community's best interests, a commitment consistently demonstrated through our previous work with Measure E. Based on the State's determination, Measure B took effect on October 1, 2024. This will generate approximately \$2 million, or about 75% of the estimated annual revenue, for Fiscal Year 2024/25.

On August 22, 2024, the City Council approved the initial expenditure plan for Measure B, as confirmed by the Citizen Oversight Committee. This included an allocation of \$266,000 for hiring a consultant to implement a vegetation management and inspection program, along with covering a portion of the masticator operator's salary. However, after soliciting proposals, the City received only one response. Following a thorough review, staff has determined that hiring a Community Risk Reduction Manager to oversee vegetation management inspections and mitigation programs would be a more cost-effective and beneficial approach.

After funding a portion of the masticator operator's salary, staff proposes using the remaining funds to support the Community Risk Reduction Manager position and several temporary positions to conduct initial property inspections. This new position will provide increased flexibility and enhanced oversight of Measure B.

An update from the Measure B Meeting on Tuesday, November 12, 2024, will be provided regarding this proposed position.

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: Measure B has sufficient funds for this action and was consistent with the original expenditure plan for Measure B.

Funds Available: Yes

Account #: Various

Reviewed by: __ City Manager

Attachments:

1. Job Description for Community Risk Reduction Manager
2. Proposed agreement including Appendix A



COMMUNITY RISK REDUCTION MANAGER

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 supervision of the City Manager or their designee, the Community Risk Reduction Manager is responsible for organizing, developing, and oversight of programs including vegetation management, code enforcement, public education and information, grants, defensible space and other strategic initiatives. Performs and manages a variety of administrative, technical, and managerial tasks related to sound fiscal management practices and is responsible for enforcement of and compliance with applicable city, state, and federal codes and regulations; promoting community awareness of public safety and emergency preparedness; involves both office and field work; and provides highly complex staff assistance to the City Manager or their 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 codes, ordinances, and regulations; photograph or video record evidence of

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COMMUNITY RISK REDUCTION MANAGER

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- 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 resources accordingly.

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COMMUNITY RISK REDUCTION MANAGER

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.

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COMMUNITY RISK REDUCTION MANAGER

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

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

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

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**



COMMUNITY RISK REDUCTION MANAGER

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:

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**EMPLOYMENT AGREEMENT BETWEEN THE CITY OF GRASS VALLEY
AND **Name**
COMMUNITY RISK REDUCTION MANAGER**

1. Effective Date

This Agreement shall become effective when it has been executed by “Director”, hereinafter referred to as “Community Risk Reduction Manager” or Employee, and the City Manager, as duly approved by Resolution of the City Council, has executed it.

2. Term of Employment

Community Risk Reduction Manager 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. Community Risk Reduction Manager shall perform those functions and duties as specified in job classification and by direction of the City Manager. Community Risk Reduction Manager shall perform such duties in accordance with the highest professional and ethical standards of the Community Risk Reduction Manager position. Community Risk Reduction Manager 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, Community Risk Reduction Manager shall be exclusively employed by the City, unless prior written authorization otherwise is received from the City Manager.

B. Community Risk Reduction Manager shall maintain a regular work schedule consistent with that approved for other-Directors of the City. Community Risk Reduction Manager’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. Community Risk Reduction Manager shall not be entitled to additional compensation for this time.

4. Compensation

A. Community Risk Reduction Manager shall receive an annual base salary of \$XXX,XXX.00, payable in equal bi-weekly payments to be made at the same time as other employees are paid.

B. Community Risk Reduction Manager’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 A) for the Community Risk Reduction Manager.

C. Salary may be reduced in the event Community Risk Reduction Manager 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 A) for the Community Risk Reduction Manager.

D. As consideration for the annual opportunity to be considered for increased compensation pursuant to sub-paragraph 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 also remove Employee from this position without action of the City Council.

5. Health Insurance

The City shall pay the full premium for health insurance for the Community Risk Reduction Manager, including their dependents, for health coverage (medical, dental, and vision) benefit options as provided to other employees.

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. Annual Leave

Community Risk Reduction Manager shall receive vacation benefits equal to those of Department Heads, as set forth in the "Compensation and Benefits - Appendix A". Community Risk Reduction Manager may cash out up to four weeks of Annual Leave and/or vacation each Calendar Year 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. 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.

8. Deferred Compensation

Subsequent to the first year of employment under this contract, City will deposit to Community Risk Reduction Manager’s deferred compensation account via bi-weekly payroll a performance bonus contribution of up to \$4,000 annually.

The City’s contribution amount shall be based upon job performance and be dependent upon receipt of Community Risk Reduction Manager’s performance evaluation. The City’s contribution amount shall be determined in the sole discretion of the City Manager and may be less than \$4,000.

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

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

9. Annual Performance Evaluation

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

10. Indemnification

City shall defend, hold harmless and indemnify Community Risk Reduction Manager against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Community Risk Reduction Manager’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.

11. Other Terms and Conditions of Employment

A. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Community Risk Reduction Manager, 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 Community Risk Reduction Manager to the extent they explicitly apply to the position of Community Risk Reduction Manager, 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 Community Risk Reduction Manager a property right in his or her employment or a right to be discharged only upon cause. Community Risk Reduction Manager 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 with or without cause, subject only to the provisions of this Agreement. 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, Community Risk Reduction Manager 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. Community Risk Reduction Manager shall be exempt from paid overtime compensation.

12. Termination

A. Community Risk Reduction Manager is not part of the competitive (classified) service and therefore is an “at will” employee. As an “at will” employee, Community Risk Reduction Manager may be terminated by the City Manager with or without cause, without right of appeal, and without advance notice or City Council action.

B. If Community Risk Reduction Manager is terminated by the City Manager without cause, Community Risk Reduction Manager after termination will be entitled to up to three months of severance pay at Community Risk Reduction Manager’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. Community Risk Reduction Manager shall be entitled to severance pay under this subsection only upon execution of a claim waiver and

release of liability. Severance pay, if any, shall be paid monthly until Employee is gainfully employed or the 3-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 three 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 Community Risk Reduction Manager is terminated by the City for cause, Community Risk Reduction Manager 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 subparagraph B above. If Community Risk Reduction Manager is terminated for cause, Community Risk Reduction Manager must be given notice of the cause and supporting evidence. Community Risk Reduction Manager is entitled to meet with the City Manager at which time Community Risk Reduction Manager may reply orally and/or in writing to the cause and supporting evidence. The meeting is not an evidentiary hearing. There is no right to appeal the City Manager's decision. The City Manager's decision is final, and nothing in this subsection shall be deemed to impose a "for cause" requirement to terminate Employee's employment with City. The specification of causes for termination below is solely for the purpose of determining whether Employee is entitled to severance pay. 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 Community Risk Reduction Manager by the job description;
- (e) willful and repeated failure to carry out the lawful directives or policy decisions of the City Council; or
- (f) willful abandonment of the position or continued and unexcused absence from duty.

D. Community Risk Reduction Manager may voluntarily terminate his or her employment, by resignation or retirement or some other similar manner, upon at least one-month notice. In this circumstance, Community Risk Reduction Manager is not entitled to any severance pay.

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.

13. 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.

14. General Provisions

- A. This Agreement constitutes the entire agreement between the parties. City and Community Risk Reduction Manager 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

Any notice to the Community Risk Reduction Manager shall be given in a like manner, and, if mailed, shall be addressed to the Community Risk Reduction Manager 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. 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 attorney's 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.

15. 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 Community Risk Reduction Manager and shall be in writing.

Dated: _____

Tim Kiser, City Manager

Dated: _____

XXXX XXX, Community Risk Reduction
Manager

Approved as to form:

Dated: _____

Michael G. Colantuono, City Attorney

Appendix A - 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 in good standing, who have at least ten years of Grass Valley 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 A - 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.

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 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:

Appendix A - Compensation and Benefits

- 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 |

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, Deputy 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 & Deputy Police Chief and under Unit 8 for the Fire Chief.

Appendix A - Compensation and Benefits

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

B. VEHICLE ALLOWANCE

The Police Chief, Deputy Police Chief, Fire Chief and Public Works Director 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 A - Compensation and Benefits

Salary Schedule

<i>Position</i>	<i>Annual Salary</i>		
	<i>Min</i>	<i>Mid</i>	<i>Max</i>
Administrative Services Director	\$ 139,107.94	\$ 169,938.80	\$ 200,769.66
Deputy Administrative Services Director	\$ 132,628.24	\$ 156,660.48	\$ 180,692.72
City Clerk	\$ 86,941.63	\$ 102,520.72	\$ 118,099.80
Deputy City Clerk/Management Services Analyst	\$ 78,248.07	\$ 92,268.95	\$ 106,289.82
Deputy City Manager I	\$ 108,665.00	\$ 126,446.04	\$ 144,237.08
Deputy City Manager II	\$ 139,107.94	\$ 169,938.80	\$ 200,769.66
City Engineer	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
City Planner	\$ 108,665.00	\$ 126,446.04	\$ 144,237.08
Community Development Director	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
Community Risk Reduction Manager	\$ 93,000.00	\$ 108,500.00	\$ 124,000.00
Finance Director	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
Deputy Finance Director	\$ 119,380.30	\$ 146,187.92	\$ 172,986.37
Fire Chief	\$ 152,149.54	\$ 185,317.09	\$ 218,484.63
Police Chief	\$ 159,478.26	\$ 194,180.73	\$ 228,883.20
Deputy Police Chief	\$ 143,530.43	\$ 176,535.74	\$ 209,535.04
Public Works Director of Operations	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
Utilities Director	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68



City of Grass Valley City Council Agenda Action Sheet

Title: Loma Rica Landscaping and Lighting District - Annexation 2024-1

CEQA: N/A - Not A Project/ Administrative Action

Recommendation: That Council 1) conduct a public hearing regarding annexation of the Zone VI Loma Rica Ranch Annexation No 2024-1 into the Residential Landscaping and Lighting District No. 1988-2; and 2) order the City Clerk to tabulate the ballot and provided there is not a majority protest, adopt Resolution 2024-76 ordering annexation of property to Residential Landscaping and Lighting District No. 1988-2, levying assessments for fiscal year 2025-2026 and ordering maintenance services.

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

Council Meeting Date: 11/12/2024

Date Prepared: 11/7/2024

Agenda: Public Hearing

Background Information: On April 23, 2019, the City Council approved the Specific Plan and Tentative Map for the Loma Rica Subdivision. In accordance with the conditions of approval, the developer must provide for a Landscaping and Lighting (L&L) District for the purpose of collecting fees for the operation and maintenance of the landscaping and street lighting improvements. This may be achieved by annexing the subdivision zone into the existing Residential Landscaping and Lighting District No. 1988-2 to fund the operational and maintenance costs of the street lights and the landscaping, hardscaping, and associated improvements (gazebos, play structures, and trail amenities) throughout the subdivision, which were constructed for the sole benefit of the subdivision.

On September 24, 2024, Council adopted Resolution 2024-69, which initiated the L&L annexation proceedings and approved the proposed boundary map for the Loma Rica Ranch L&L District. On October 8, 2024, Council adopted Resolution 2024-71, approving the Engineer's Report without modifications, and Resolution 2024-72, declaring the intent to annex the Loma Rica Ranch property into the Residential Landscaping and Lighting District No. 1988-2, as Zone VI - Loma Rica Annexation 2024-1.

As directed, a notice of this public hearing was delivered to the property owner(s), and a public hearing was published and posted. It is recommended that the Council open and close the public hearing, order the City Clerk to tabulate the ballot, and, provided that there is not a majority protest, adopt Resolution 2024-76 ordering annexation of Zone VI - Loma Rica Ranch Annexation No. 2014-1 into the Residential Landscaping and Lighting District No. 1988-2, levying assessments for fiscal year 2025-2026 and ordering

maintenance services.

Council Goals/Objectives: The L&L annexation proceedings execute portions of work tasks towards achieving/maintaining Strategic Plan - Transportation, Economic Development and Vitality and High Performance Government.

Fiscal Impact: All assessment revenues will be used exclusively for the benefit of the Landscape and Lighting District, with no net fiscal impact on the City budget.

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments: Resolution 2024-76, Certificate and Notice of Ballot, Waiver and Consent

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
ORDERING ANNEXATION OF PROPERTY TO RESIDENTIAL LANDSCAPING
AND LIGHTING DISTRICT NO. 1988-2, LEVYING ASSESSMENTS FOR FISCAL
YEAR 2025-2026, AND ORDERING MAINTENANCE SERVICES**

CITY OF GRASS VALLEY
RESIDENTIAL LANDSCAPING AND LIGHTING DISTRICT NO. 1988-2
(ZONE VI – LOMA RICA RANCH ANNEXATION NO. 2024-1)

WHEREAS, On September 24, 2024 Grass Valley City Council adopted Resolution 2024-69 initiating proceedings to annex the parcels of the Loma Rica Ranch subdivision into the City’s existing Residential Landscaping and Lighting District No. 1988-2 (“AD No. 1988-2”).

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY, as follows:

1. The foregoing recitals are true and correct, and this City Council hereby expressly so finds and determines.
2. On September 24, 2024, this City Council adopted Resolution No. 2024-69 approving a boundary map (“Annexation Map No. 2024-1”) and directing preparation of an engineer’s report (“Engineer’s Report”) in furtherance of annexing the two hundred thirty four (234) parcels of a subdivision known as “Loma Rica Ranch” to the City’s existing Residential Landscaping and Lighting District No. 1988-2 (“AD No. 1988-2”)
3. On October 8, 2024, the City Council adopted Resolution No. 2024-71 approving the Engineer’s Report without modification.
4. On October 8, 2024, the City Council adopted Resolution No. 2024-72, declaring the intent to annex Landscaping and Lighting District property and establishing the time and place for a public hearing with respect to any aspect of the recommendations in the Engineer’s Report, as 6:00 PM on October 22, 2024, or as soon thereafter as the matter could be heard, in the Council Chambers at City Hall, 125 East Main Street, Grass Valley, California. The Resolution also directed the City Clerk to provide for mailed notice of the

hearing, accompanied by the property owner assessment ballot required by Article XIID, section 4 of the California Constitution and Government Code section 53753.

5. The City Clerk has filed in the records of these assessment proceedings a certificate setting forth the time and manner of compliance with the requirements of law for mailing the notice of hearing and assessment ballots, and this City Council hereby finds and determines that the notice of hearing and the assessment ballots contained the information required by law and have been mailed in the time, form and manner required by law.
6. The public hearing was duly convened by this City Council at the time and place prescribed by the mailed notice of hearing, and this City Council heard from all interested persons desiring to be heard. Upon having heard from all such persons, the public hearing was closed, and the matter of opening and tabulating the assessment ballots received prior to the close of the public hearing was referred to the City Clerk.
7. The City Clerk has submitted a report respecting the tabulation of the assessment ballots received, and on the basis thereof this City Council finds and determines that the assessment ballots received in favor of the annexation and the levy of assessments exceed the assessment ballots received in opposition to the annexation and the levy of assessments, as weighted in proportion to the financial obligation of each parcel. Accordingly, a majority protest has not been established, and this City Council wishes to proceed with annexation of the 234 parcels comprising the Loma Rica Ranch Annexation to AD No. 1988-2, and the levy of the assessments as recommended in the Engineer's Report.
8. This City Council hereby finds and determines, and declares as follows:
 - a. The proposed services constituting the Project, as described in the Engineer's Report, provide local and special benefit to the 234 parcels proposed to be assessed, and any general benefits provided by the Project are nominal.
 - b. The assessments proposed to be levied do not exceed the special benefit derived by the parcels assessed.

RESOLUTION 2024-76

Item # 13.

- c. The individual assessments have been determined in a fair and equitable manner so as to distribute the estimated costs and expenses of the Project in proportion to the estimated special benefits to be received by such parcels.

- 9. The City Council hereby orders the maintenance services constituting the Project, and orders the levy of an equal initial annual assessments of \$684.02 to each of the 234 respective parcels for Fiscal Year 2025-2026, all as set forth in the Engineer's Report.

- 10. The Finance Director of the City (the "Finance Director"), or duly authorized representative, is hereby authorized and directed to cause the preparation and submission to the Nevada County Auditor (the "County Auditor") of the assessments to be levied for each Fiscal Year, beginning with Fiscal Year 2025-2026, for posting to the County's property tax roll, such information to be submitted in such format as may be required by the County Auditor. The Finance Director is expressly authorized to retain services of a consultant to assist in preparation and submission of such information on a timely basis.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Grass Valley at a regular meeting thereof held on the 12th day of November 2024, by the following vote:

AYES:

NOES:

ABSTAINS:

ABSENT:

Jan Arbuckle, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael G. Colantuono, City Attorney

Taylor Whittingslow, City Clerk

**City of Grass Valley
Residential Landscaping and Lighting Assessment District No. 1988-2
(Zone VI – Loma Rica Ranch Annexation No. 2024-1)**

Certificate of Mailing

The undersigned, Bjorn P. Jones, City Engineer for the City of Grass Valley, hereby certifies the following:

1. On October 15, 2024, the undersigned completed delivery of the following items:
 - a. copy of the two-page Notice of Public Hearing and Ballot Procedure;
 - b. the Official Property Owner Assessment Ballot, with individual parcel information inserted.
2. A copy of the notice of hearing and a blank copy of the property owner assessment ballot are attached hereto.
3. The items listed in Paragraph 1 above were delivered to each of the property owners of the respective parcels.

Executed at Grass Valley, California, on November 7, 2024.

I declare under penalty of perjury that the foregoing is true and correct.

By: _____

Bjorn Jones
City Engineer
City of Grass Valley

City of Grass Valley
Residential Landscaping and Lighting Assessment District No. 1988-2
(Zone VI – Loma Rica Annexation No. 2024-1)

Notice of Public Hearing and Ballot Procedure

Pursuant to the provisions of the Landscaping and Lighting Act of 1972 (Sections 22500 and following, California Streets and Highways Code; hereafter referred to as the “1972 Act”) and California Government Code Section 53753, the City of Grass Valley (the “City”) hereby gives notice as follows:

1. At 6:00 p.m. (or as soon thereafter as circumstances permit) on November 12, 2024, in the Council Chambers at City Hall, 125 East Main Street, Grass Valley, California, the City Council will hold the public hearing respecting the City’s proposed annexation of a 234-lot subdivision, to be known as and to comprise “Zone VI – Loma Rica Ranch,” to the City’s existing Residential Landscaping and Lighting Assessment District No. 1988-2
2. The landscaping, irrigation and street light maintenance services which are the subject of proposed Zone VI – Loma Rica Ranch, including but not limited to the purchase of water and electrical power for the irrigation and to illuminate the street lights, together with a statement of the method of determining the proposed allocation of costs and expenses among the benefited parcels in proportion to the special benefit, are described in the Engineer’s Report (the “Engineer’s Report”) for AD No. 1988-2, which report is now on file with the City Clerk (the “Clerk”) at 125 East Main Street, Grass Valley, California, where said Engineer’s Report is available for examination by any interested person.
3. The total amount proposed to be assessed upon the 234 parcels within AD 1988-2 for Fiscal Year 2025-2026 is \$160,060.68. Please see the assessment roll attached to the enclosed assessment ballot or ballots for the amount of the annual assessment for 2025-2026 proposed for your individual parcel or parcels. As set forth in the Engineer’s Report, the amount of the annual assessment for each year after 2025-2026 is subject to increase based upon the Consumer Price Indexes Pacific Cities and U.S. City Average as issued by the United States Department of Labor, Bureau of Labor Statistics.
4. The reason that an assessment is proposed for your parcel or parcels is that the Engineer’s Report recommends, and the City Council has determined, preliminarily, that each of the 234 parcels comprising the Loma Rica Ranch subdivision, of which your parcel or parcels are a part, are specially benefited by the proposed landscaping and street lighting maintenance services respecting the landscaping and street lights situated within AD No. 1988-2. The basis upon which the amount of the proposed assessments were calculated (equal amount to each of the 234 parcels) is described in Part D of the Engineer’s Report, which in summary states that each of the parcels will receive an equal amount of benefit.
5. For further particulars, you may refer to the Engineer’s Report, which is on file with the Clerk. Inquiries about the Engineer’s Report or the assessment proceedings will be answered by Bjorn Jones, City Engineer for the City of Grass Valley at (530) 274-4353.
6. Pursuant to Section 53753 of the California Government Code, the following procedure will be followed by the City Council to determine whether a “majority protest” exists at the close of the public hearing of protests. An “Official Property Owner Assessment

Ballot” (the “Assessment Ballot”) has been enclosed with this notice for each parcel believed to be owned by you.

NOTE: The Official Property Owner Assessment Ballot is THE official assessment ballot for the parcel identified on the ballot! It is not a sample ballot. You will not receive any other or additional assessment ballot. In order to make this assessment ballot count in determining whether a “majority protest” exists, you must mark it [“Yes” or “No”], date it, sign it, and submit it to the Clerk no later than the close of the public hearing of protests. If for any reason an assessment ballot has not been received by the Clerk prior to the close of the public hearing of protests, it will not be considered.

- 7. After each Assessment Ballot has been marked “Yes” or “No”, dated and signed, it may returned to the. You may return all assessment ballots pertaining to parcels you own in the same envelope. Each Assessment Ballot may be used by the owner or owners of the parcel identified on the ballot to express either support for or opposition to the proposed assessment, but only one ballot may be submitted for each parcel. Please see the Assessment Ballot for instructions respecting the alternative methods for submitting Assessment Ballots either by mail or by personal delivery, either prior to or at the time of the public hearing of protests.
- 8. In accordance with Section 53753 of the California Government Code, each property owner who submits a ballot is requested to fold the ballot in half and to staple it shut at the top so as to conceal the contents of the ballot. In the event that any ballot is submitted without being sealed, the Clerk will seal it, using the procedure set forth in the foregoing sentence. Once sealed, the ballot is to remain sealed until the public hearing is closed and the ballots are opened to be tallied.
- 9. Immediately following the close of the public hearing of protests, whether on November 12 or on such date as the hearing may be continued to, the returned Assessment Ballots will be tabulated, both in support of and in opposition to the assessment, with the ballots being weighted in accordance with the amount of the proposed assessment, and the results will be announced; provided that, in the event the Clerk requires opportunity to determine whether any Assessment Ballot has been properly signed by an owner or authorized representative of an owner, the City Council reserves entitlement to continue the matter of announcing results to provide the Clerk with such opportunity.
- 10. In the event that Assessment Ballots in opposition exceed those in support, there will be a “majority protest”, and the City Council will be precluded from proceeding with the proposed assessment.
- 10. As indicated on the Assessment Ballot, in the event your name is set forth incorrectly on any enclosed ballot or in the event you are no longer the owner or authorized representative of the owner of each parcel represented by each enclosed ballot, please notify the Clerk’s office at (530) 274-4310.

DATED: October 15, 2024

Bjorn P. Jones, P.E. City Engineer
City of Grass Valley

OFFICIAL ASSESSMENT BALLOT

GVC Property 18, LLC
12885 Alcosta Blvd Ste A
San Ramon CA 94583

Zone of Benefit
Loma Rica Ranch Landscape & Lighting District

Do you approve of the imposition of an assessment to form a Landscape & Lighting District on all 234 residential parcels / or dwelling units and/or assessment units in the amount of \$684.02 per parcel and/or dwelling unit and/or assessment unit within Assessor Parcel Numbers 035-412-012-000, 035-412-014-000 and 035-412-026. Said fees shall be subject to modification each year in an amount not to exceed the change in the State of California San Francisco/Oakland/San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, commencing with the 2026/2027 tax year, and shall not exceed 5% in any one year.

ASSESSOR PARCEL NUMBERS

ANNUAL ASSESSMENT PER LOT

035-412-012-000
035-412-014-000
035-412-026-000

\$684.02

(Representing 234 future lots)

\$160,060.68

YES

NO

___ We declare that we are the owners of record of the above-described Parcels

___ We declare that we are the representatives of the owner of record of the above-described Parcels and that we are lawfully authorized to execute the ballot on behalf of said owner of record.

OFFICIAL ASSESSMENT BALLOT

Zone of Benefit (Loma Rica Ranch Landscape Lighting District)

Page 2

GVC Property 18, LLC
a California Limited Liability Company,
By:

By: _____

(Signature(s) must be notarized)

WAIVER AND CONSENT

**by owner of property proposed to be included in
Loma Rica Ranch Landscape & Lighting District – Zone VI
regarding time limits and procedural requirements**

1. **Ownership.** Landowner is the owner of the real property described in Exhibit “A”, attached hereto and incorporated herein by reference, Assessor’s Parcel Number 035-412-012-000, 035-412-014-000 and 035-412-026 (the “Real Property”), which is proposed to be included in the Loma Rica Ranch Landscape & Lighting District – Zone VI.
2. **Adequate Time.** Landowner acknowledges the City of Grass Valley is considering formation of the Loma Rica Ranch Landscaping & Lighting Assessment District to provide additional services described in the Engineer’s Report dated June, 2024 (“Engineer’s Report”) attached as Exhibit “B”. Landowner has had sufficient time to consider and reflect the Landowner’s vote in this matter.
3. **Consent to Formation and Assessment.** Landowner hereby consents to the formation of the Loma Rica Ranch Landscaping & Lighting Assessment District and the imposition of the assessment (“Assessment”) described in the Engineer’s Report. This is intended to constitute a ballot submitted in favor of the Assessment, as required by Article XIII D of the California Constitution and Government Code section 53753.
4. **Waiver of Time Limits.** Landowner waives all time limits applicable to the formation of the Loma Rica Ranch Landscaping & Lighting Assessment District and imposition of the Assessment; including but not limited to, time limits provided under Landscaping and Lighting Act of 1972 (Sts. & Hy. §§ 22500 et. seq.), Proposition 218, and the Proposition 218 Omnibus Implementation Act (Gov. Code §§ 53750 et. seq.).
5. **Waiver of Notice.** Landowner waives all notice requirements with respect to the Assessment, whether published, mailed, or otherwise provided, and whether contained in the Government Code, Streets & Highways Code, or elsewhere.
6. **Formation Process.** Landowner waives any and all claims based on, and hereby consents to, any error, irregularity, or departure from the provisions of the Landscaping and Lighting Act of 1972, Proposition 218, or the Proposition 218 Omnibus Implementation Act, and any and all laws incorporated therein, in the formation process and acknowledges that the formation of the Loma Rica Ranch Landscaping & Lighting Assessment District is valid and shall not be affected by any such error, irregularity, or departure.
7. **Successors.** Landowner agrees that the waivers provided shall be binding upon Landowner and Landowner’s successors-in-interest and shall run with the land.

The person executing this Waiver and Consent on behalf of the Landowner hereby certifies that he or she is authorized to execute this document on behalf of that legal entity.

I affirm under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 10/15, 2024 at Contra Costa, California.

LANDOWNER:

By  _____

THOMAS A. BANDACCI

Print Name

Pres.

Affiliation

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

s.s.

On 10/21/2024 before me, Monica Alcazar, Notary Public
Name of Notary Public, Title

personally appeared Thomas A. Baldacci
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Monica Alcazar
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____ Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer	<input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/> _____	



City of Grass Valley City Council Agenda Action Sheet

Title: PG&E Rule 20A Project - Utility District Formation and Intra County Donation

CEQA: N/A - Not A Project/ Administrative Action

Recommendation: That Council 1) hold a public hearing and consider public feedback on the formation of a new Underground Utility District on La Barr Meadows Road; 2) adopt Resolution 2024-75 establishing the La Barr Meadows Road Underground Utility District; 3) accept an Intra-County donation of \$1.5million in PG&E Rule 20A funds from Nevada County; and 4) authorize the City Manager to sign a Memorandum of Understanding with Nevada County regarding the transfer of Rule 20A funds.

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

Council Meeting Date: 11/12/2024

Date Prepared: 11/6/2024

Agenda: Public Hearing

Background Information: PG&E, in accordance with California Public Utilities Commission (CPUC) Electric Rule 20 and Telecommunication Rule 32, has established a Rule 20A Program that allocates credits to fund the conversion of overhead utility lines and facilities to underground. In order to establish an active Rule 20A project, the City must identify an undergrounding project that is in the public interest and pass a resolution forming an underground utility district. Rule 20A work credits historically accrued annually, which, once sufficient to fund the estimated project cost, can be utilized to initiate an Overhead to Underground Utility Conversion Project.

On July 9, 2024, the Council authorized the initiation of proceedings to establish a new “Active” Rule 20 undergrounding project on La Barr Meadows from just north of the McKnight Way intersection, south to the City limits near 12270 La Barr Meadows Road. The undergrounding would have mutual benefits to the City and Nevada County in hardening electric facilities which ultimately serve the Nevada County Operations Center, as well as facilitating civic improvements such as bike lanes or paths, intersection improvements, roadway widening, and corridor safety along the recently annexed City portion of La Barr Meadows Road.

At their November 12, 2024, meeting, the Nevada County Board of Supervisors is expected to approve an Intra-County donation of \$1.5 million in work credits to help fund the La Barr Meadows undergrounding project. Project costs will be determined as the La Barr Meadows undergrounding project is activated with PG&E but is estimated to be between \$2.5 million and \$3 million. As of March 27, 2024, the City of Grass Valley has accrued 915,823 Rule 20A Work Credits (Dollars), which, when combined with the

Nevada County donation, would put full funding of the project within reach.

Attached is a district boundary map of the area identified for undergrounding. Affected property owners within the proposed undergrounding district have been notified and invited to attend this public hearing to discuss the district's formation. Staff recommends that the Council hold the public hearing, consider any public comment, and subsequently adopt Resolution 2024-75, establishing the La Barr Meadows Road Underground Utility District.

Staff also requests that the Council accept an Intra-County donation of \$1.5 million in PG&E Rule 20A funds from Nevada County and authorize the City Manager to sign a Memorandum of Understanding with Nevada County regarding the transfer of those funds.

Council Goals/Objectives: Utilization of Rule 20A funding executes portions of work tasks towards achieving/maintaining Strategic Plan Goal - City Infrastructure Investment

Fiscal Impact: Retains the City's existing \$915,823 in Rule 20A work credits and accepts an additional \$1.5 million in work credits to be used on the La Barr Meadows Rule 20A Undergrounding Project.

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments:

- Resolution 2024-75
- MOU with the County of Nevada
- Boundary Map

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
AUTHORIZING THE CREATION OF THE LA BARR MEADOWS ROAD
UNDERGROUNDING UTILITY DISTRICT**

WHEREAS, the California Public Utilities Commission (CPUC) has authorized electric and telecommunication utilities to convert overhead utility lines and facilities to underground pursuant to Electric Rule 20 and Telecommunication Rule 32, and

WHEREAS, pursuant to certain criteria, CPUC rules allow participating cities and counties to establish legislation authorizing the creation of underground utility districts within which existing overhead electric distribution and telecommunication distribution and service facilities will be converted to underground, and

WHEREAS, the City of Grass Valley, has adopted an ordinance authorizing the City Council to designate areas within which all existing overhead poles, overhead wires and overhead equipment associated with the distribution of electric power, telecommunication services and cable television should be removed and replaced with underground wires and facilities; and

WHEREAS, the City Engineer for the City of Grass Valley has consulted with the affected public utilities and such utilities have agreed that the proposed underground conversion district, designated the LA BARR MEADOWS ROAD Underground Utility District and more particularly described in Exhibit 1 attached hereto and incorporated herein by reference, meets the criteria established by the rules of the CPUC, to wit, that the street or road or right-of-way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic and that the street or road or right-of-way is an arterial street or major collector as defined by the California Road System functional classification system, and

WHEREAS, each year the City of Grass Valley is notified by PG&E regarding the allocation of work credits for conversion of overhead electric distribution lines and facilities to underground, known as Rule 20A allocations, and

WHEREAS, the City Engineer for City of Grass Valley has consulted with PG&E and determined that the City has accumulated Rule 20A work credits or PG&E has agreed that the City may borrow against future credits sufficient to complete the proposed overhead to underground conversion project, and

WHEREAS, the City of Grass Valley and the affected utilities have agreed by letter that each utility shall complete the engineering of their respective portion of the LA BARR MEADOWS ROAD Overhead to Underground Utility Conversion Project, and

WHEREAS, the City of Grass Valley and the affected utilities have agreed by letter that PG&E shall be responsible for preparation of the trench profile and composite drawings and that PG&E shall be designated as “trench lead” to manage trenching, installation of substructures, and pavement restoration and such other work, and

WHEREAS, the City Engineer of the City of Grass Valley and the affected utilities have agreed on a work schedule which meets their respective capabilities and further agreed to waive any administrative fees, costs or special street restoration requirements for purposes of this project, and

WHEREAS, to the extent required, the City of Grass Valley has agreed to provide easements or rights of way on private property as may be necessary for installation of utility facilities in a form satisfactory to the affected utilities, and

WHEREAS, the City Council of the City of Grass Valley has now received the report from the City Engineer recommending that the area identified in Exhibit 1 should be designated as an underground utility district within which all existing overhead poles, overhead wires and overhead equipment associated with the distribution of electric power, telecommunication services and cable television should be removed and replaced with underground wires and facilities; and

WHEREAS, upon the recommendation of the City Engineer the City Council of the City of Grass Valley has determined that the proposed LA BARR MEADOWS ROAD Underground Utility District is categorically exempt from environmental review pursuant to the California Environmental Quality Act, and

WHEREAS, the City of Grass Valley has notified all affected property owners within the proposed LA BARR MEADOWS ROAD Underground Utility District and inviting same to attend a public hearing to discuss formation of the proposed district, and

WHEREAS, the City Council of the City of Grass Valley held public hearings at which time the Council did receive and consider the recommendation of the City Engineer and did hear any and

all objections or protests that were raised by the owners of property within the above described district pertaining to designating this area an underground utility district;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY of GRASS VALLEY as follows:

1. The public interest requires the removal of all existing utility poles [excepting those poles supporting streetlights, traffic signals or trolley lines], overhead wires and associated overhead structures and installation of underground wires and facilities for supplying electric power, communication, or similar associated services within the areas as shown in Exhibit 1, attached hereto, with such area being designated as the LA BARR MEADOWS ROAD Underground Utility District, and
2. That the utility companies, cable television services and other affected services shall commence work on installation of underground facility installation in LA BARR MEADOWS ROAD Underground Utility District and that as each phase of the project is complete and ready for conversion from overhead to underground utility facilities, all fronting property owners shall be notified by first class letter, postage pre-paid, of the schedule for conversion of all utility service lines, and
3. The electric utility shall use the underground conversion allocation computed pursuant to decisions of the California Public Utilities Commission for the purpose of providing to each premises requiring it in LA BARR MEADOWS ROAD Underground Utility District a maximum of one hundred feet of individual electric service trenching and conductor (as well as backfill, paving and conduit, if required) and each other serving utility shall provide service trenching and conductor in accordance with its rules and tariffs on file with the California Public Utilities Commission or as required by its Franchise Agreement with the City of Grass Valley, and
4. The electric utility shall use said underground conversion allowance allocation, up to a maximum amount of \$1500 per service entrance excluding permit fees, for the conversion of electric service panels to accept underground service in the LA BARR MEADOWS ROAD Underground Utility District, and the City of Grass Valley shall be financially responsible for any and all costs not covered by the electric utility for the installation and maintenance of the conduit and termination box located on, under or within any structure on the premises served, and

RESOLUTION 2024-75

- 5. That upon notification as specified in Section 2, all property owners in LA BARR MEADOWS ROAD Underground Utility District shall have underground electrical entrance facilities installed and inspected pursuant to the City of Grass Valley Electrical Code within sixty (60) days and that should any property owner fail to install satisfactory underground electrical entrance facilities by the date specified in the notice, the electric utility shall notify the Director of Public Works who shall, within thirty (30) days direct the electric utility in writing to discontinue electrical service to the property, without recourse, pursuant to Rule 11 until electrical entrance facilities are ready to accept underground electrical conductors and have passed the necessary inspection requirements, and

- 6. That once all services have been converted from overhead to underground, the utility companies, cable television services and other affected services shall remove all poles (except as specified above) and associated overhead facilities in LA BARR MEADOWS ROAD Underground Utility District, within six months of conversion completion.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Grass Valley at a regular meeting thereof held on the 12th day of November 2024, by the following vote:

AYES:

NOES:

ABSTAINS:

ABSENT:

Jan Arbuckle, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael G. Colantuono, City Attorney

Taylor Whittingslow, City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into the 15th day of December 2024 (Effective Date), by and between the County of Nevada (COUNTY) and the City of Grass Valley (CITY). CITY and COUNTY are sometimes individually referred to herein as “Party,” and collectively as “Parties.”

RECITALS

- A. Electric Utilities collect and allocate credits to communities to convert overhead electric facilities to underground electric facilities. These credits are commonly referred to as Rule 20A Credits. The amount of said funds allocated by Pacific Gas and Electric Company (PG&E) to COUNTY is hereafter referred to as the “COUNTY Allocation.”
- B. CITY has identified a need for One Million Five Hundred Thousand Dollars (\$1,500,000) in additional RULE 20A Credits for the LaBarr Meadows Road undergrounding project per the City of Grass Valley Underground District No. 7.
- C. On December 9, 2024, the CITY Council authorized the CITY Manager to enter into this MOU with COUNTY to receive the transfer of Rule 20A Credits.
- D. On November 12, 2024, the COUNTY Board of Supervisors authorized the COUNTY County Executive Officer to enter into this agreement with CITY for the transfer of accrued COUNTY Allocation to CITY.
- E. It is for the public benefit and in the best interest of the public to transfer the Rule 20A credits from COUNTY to CITY.

AGREEMENT

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Assignment of Rights.** COUNTY agrees to assign, for use by CITY, its rights and interests in One Million Five Hundred Thousand Dollars (\$1,500,000) of the COUNTY Allocation to CITY, and CITY agrees to acquire, for mutual consideration, the COUNTY Allocation in accordance with the terms of this MOU. This MOU shall be subject to the approval of the Parties.
2. **Term.** This MOU shall become effective upon December 15, 2024 and shall remain in effect until CITY no longer requires any Rule 20A credit transfers from COUNTY under this MOU..
3. **Transfer and Assignment of County Allocation.** Within ten (10) business days of COUNTY’s receipt of the fully executed agreement, COUNTY shall deliver a written request to PG&E, with a copy to CITY, making a formal request to transfer and assign \$1,500,000 of the COUNTY Allocation to and for the benefit of CITY. COUNTY shall cooperate in good faith with CITY to provide any additional

documentation or information that is reasonably requested by PG&E to complete the transfer. If PG&E is unable to complete the transfer, COUNTY shall incur no cost from CITY.

- 4. Representations.** CITY acknowledges and agrees that it has conducted its own investigation as to the applicability and transferability of COUNTY Allocation for use in CITY projects. COUNTY has not made any representation or warranty to CITY with respect to same. The actual use of COUNTY Allocation by CITY shall be subject to the rules and procedures adopted by PG&E, the California Public Utilities Commission, and such other conditions or requirements as are set forth in the Public Utilities Code.
- 5. Indemnification.** CITY shall indemnify, defend (with counsel reasonably acceptable to COUNTY), and hold harmless COUNTY, its elected officials, officers, employees, agents, contractors, and attorneys, from and against any and all demands, claims, actions, causes of action, damages, losses, liabilities, or expenses of any nature whatsoever, including those for reasonable attorney's fees, arising from the use of COUNTY Allocation in connection with the construction of any CITY project. CITY'S indemnification of COUNTY from such claims and demands arising from the use of COUNTY Allocation shall apply regardless of the merit or outcome of any such claim or suit, and regardless of whether the nature of such claim or suit is administrative, judicial, or legislative.
- 6. Acknowledgement.** CITY acknowledges that it has read Section 5, pertaining to CITY'S indemnification of COUNTY, and fully understands its terms. CITY acknowledges, knows, and understands that it is signing the MOU freely and voluntarily.
- 7. Termination for Breach.** In the event that either Party is in breach of its obligations as set forth in this MOU, then the non-defaulting Party shall have the right to terminate this MOU on ten (10) business days' written notice to the defaulting Party unless the default is cured within the notice period. Upon termination for breach, the non-defaulting Party may exercise any right or remedy which it may have under applicable law.
- 8. Notices.** All notices to be given pursuant to this MOU shall be delivered in person, by registered or certified U.S. mail (return receipt requested), or by commercial overnight delivery and shall be effective upon receipt. Notice may further be given by electronic means, provided, however, that such notice shall not be deemed effective unless it is acknowledged in writing by the recipient of such notice. All notices shall be sent and addressed to the representative of the Party that signs this MOU on behalf of the Party.
- 9. Headings.** Headings used in this MOU are for reference purposes only and shall not be considered in construing this MOU.
- 10. Authority to Enter MOU.** Each person executing this MOU on behalf of the Parties represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of COUNTY or CITY, and that this MOU is binding on COUNTY and CITY in accordance with its terms and conditions.

- 11. Binding Effect.** This MOU shall inure to the benefit of and be binding upon the Parties hereto and their representative heirs, successors, and assigns.
- 12. No Assignment.** No Party shall assign or transfer, by operation of law or otherwise, any or all its rights or obligations under this MOU without the prior written consent of the other Party and formal written modification.
- 13. No Third-Party Beneficiaries.** Nothing contained in this MOU shall be construed to create any rights in third parties, and the Parties do not intend to create any such rights.
- 14. Modification.** This MOU may be modified or amended only by a writing duly authorized and executed by COUNTY and CITY.
- 15. Governing Law and Venue.** This MOU shall be governed and construed in accordance with the laws of the State of California, and any action brought relating to this MOU shall be adjudicated in a court of competent jurisdiction in the County of Nevada unless transferred by court order pursuant to Code of Civil Procedure section 394.
- 16. Compliance with Applicable Law.** Each Party shall, at its own cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, including federal, state, county, or municipal, whether now in force or hereinafter enacted.
- 17. Waiver.** A waiver by either Party of any breach of any term, covenant, or conditions contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character, unless specifically stated in writing.
- 18. No Party Deemed to be Draftsperson.** The terms of this MOU shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of the MOU or any other rule of construction which might otherwise apply.
- 19. Severability.** If any term or portion of this MOU is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall continue in full force and effect.
- 20. Attorney's Fees.** In the event of any dispute or legal action arising under this MOU, the prevailing Party shall not be entitled to attorney's fees.
- 21. Counterparts.** This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

22. Entire MOU. This MOU contains the entire agreement between CITY and COUNTY relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties respectively. Any prior or other agreements or representations between CITY and COUNTY regarding those matters are null and void unless expressly set forth in this MOU. No oral understanding or agreement not incorporated in the MOU is binding on any of the Parties.

IN WITNESS WHEREOF, CITY and COUNTY have executed this Memorandum of Understanding effective on the date and year first herein above set forth.

CITY OF GRASS VALLEY
125 East Main St.
Grass Valley, CA 95945

COUNTY OF NEVADA
950 Maidu Avenue
Nevada City, CA 95959

By: _____
Tim Kiser
City Manager

By: _____
Alison Lehman
County Executive Officer

Date: _____

Date: _____

Attest:

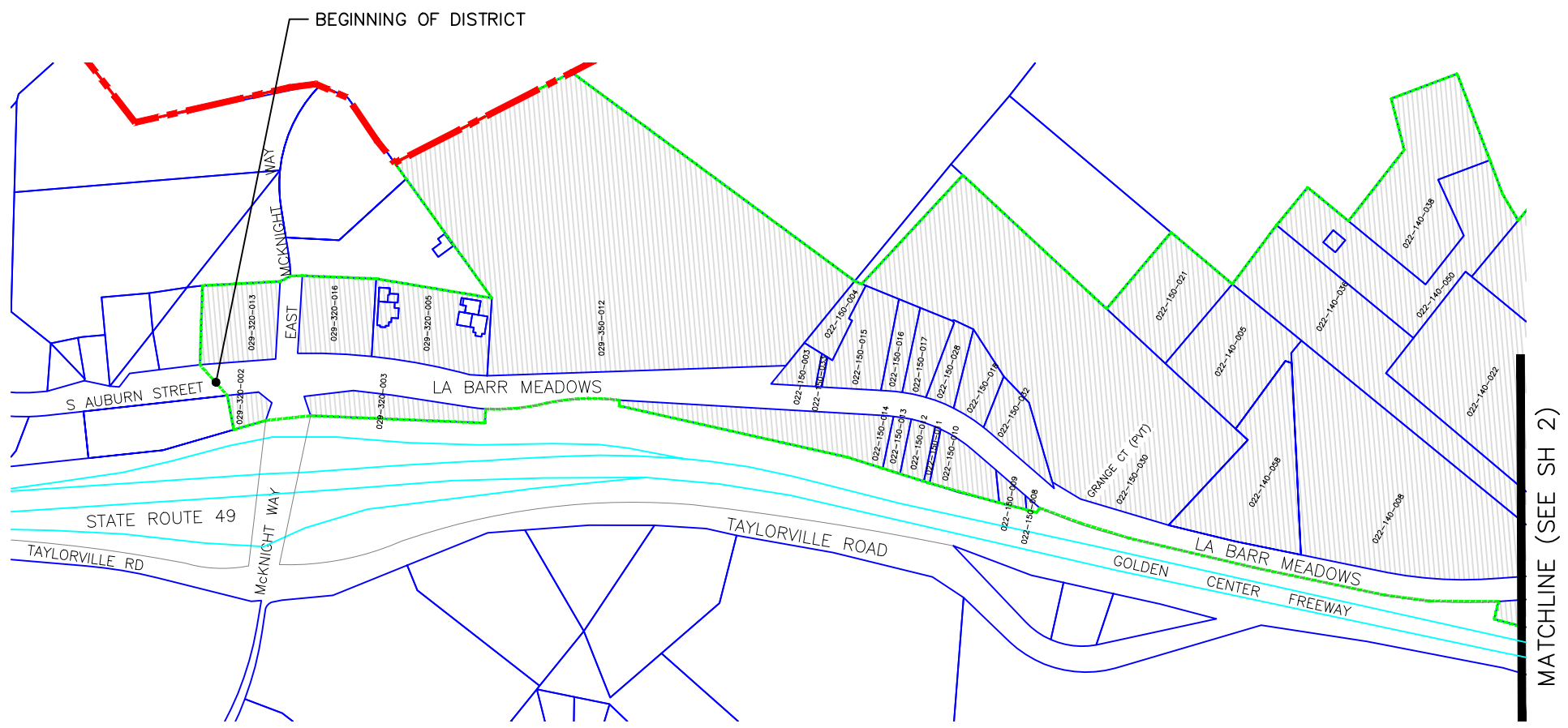
By: _____
Taylor Whittingslow
City Clerk

Jeffery Thorsby
Chief of Staff/Clerk of the Board





Approved as to form:

By: _____
Legal Counsel to Grass Valley

By: _____
Katharine L. Elliott
COUNTY COUNSEL



LEGEND

-  PARCEL BOUNDARIES
-  PARCEL IN UNDERGROUND DISTRICT
-  UNDERGROUND DISTRICT BOUNDARY
-  CITY LIMIT

MATCHLINE (SEE SH 2)



SCALE 1" = 400'

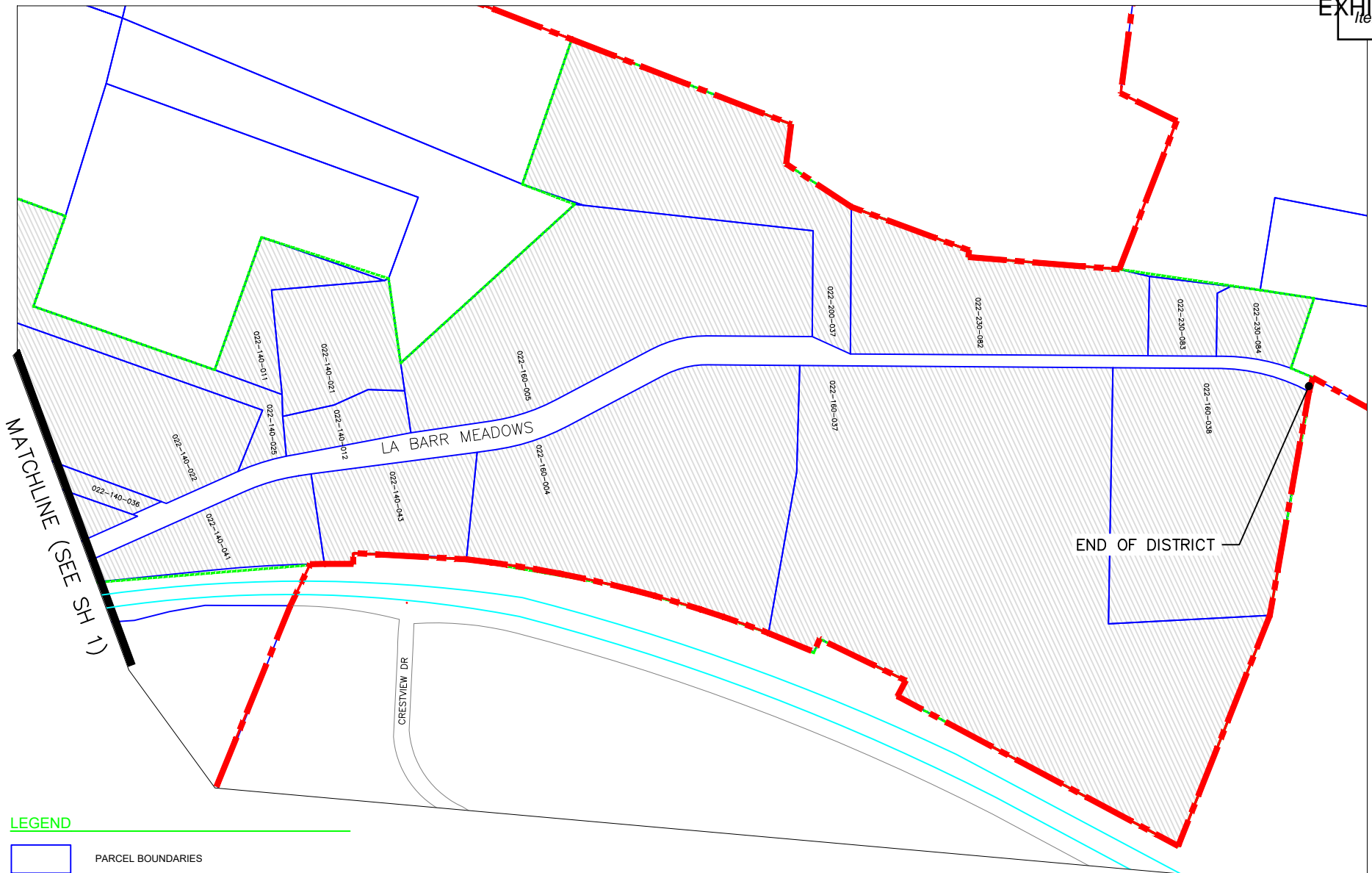


LA BARR MEADOWS RD UNDERGROUND UTILITY DISTRICT
 BOUNDARY MAP

CITY OF GRASS VALLEY
 125 E MAIN ST GRASS VALLEY, CA 95945
 P: 530-274-4350 F: 530-274-4300

DRAWN BY: B. JONES
 PROJECT # 23-03
 OCTOBER 2024

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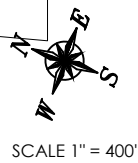
MATCHLINE (SEE SH 1)

END OF DISTRICT

CRESTVIEW DR

LA BARR MEADOWS

- LEGEND**
-  PARCEL BOUNDARIES
 -  PARCEL IN UNDERGROUND DISTRICT
 -  UNDERGROUND DISTRICT BOUNDARY
 -  CITY LIMIT



LA BARR MEADOWS RD UNDERGROUND UTILITY DISTRICT
BOUNDARY MAP

CITY OF GRASS VALLEY
125 E MAIN ST GRASS VALLEY, CA 95945
P: 530-274-4350 F: 530-274-4300

DRAWN BY: B. JONES
PROJECT # 23-03
OCTOBER 2024

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City of Grass Valley City Council Agenda Action Sheet

Title: Update Municipal Code Section 8.16 Fire Control Regulations

CEQA: Not a project

Recommendation: That Council: 1) introduce and adopt urgency ordinance 831 repealing Municipal Code Chapter - 8.16 Fire Control Regulations and replacing with new Municipal Code Chapter 8.16 Fire Control Regulations, waive the full reading and read by title only, 2) introduce ordinance 832 repealing Municipal Code Chapter - 8.16 Fire Control Regulations and replacing with new Municipal Code Chapter 8.16 Fire Control Regulations, waive the full reading and read by title only

Prepared by: Mark Buttron -Fire Chief

Council Meeting Date: 11/12/2024

Date Prepared: 11/07/2024

Agenda: Administrative

Background Information: In August of 2017, the Council approved repealing Municipal Code Chapter 8.16, Fire Control Regulations and 8.36, Weed Abatement. These repealed chapters were replaced with updated Municipal Code Chapter 8.16, Fire Control Regulations. Based on our experience and observations over the years in implementing the code, the Fire Department believes the vegetation management process needs to be further amended to include defensible space surrounding a structure incorporating Zone 0, Zone 1, and Zone 2 and updating definitions. To align the City's vegetation management/defensible space ordinance with known best practices under the full-time vegetation management program supported by Measure B—which includes Community Vegetation Management Assistance, Wildfire Preparedness Education, Green Waste Dropoff, and Defensible Space Inspections, an update to existing municipal code is necessary. To ensure the City's vegetation management/defensible space ordinance appropriately addresses potential fire hazards, we recommend the following changes (not a complete list)

Defensible Space Zones:

- **Zone 0 (0-5 feet from structures):** This zone would likely focus on eliminating combustible materials, managing plants, and maintaining hardscape to reduce fire risks immediately around structures.

- **Zone 1 (5-30 feet from structures):** This could involve reducing vegetation density, trimming trees, and creating fuel breaks to minimize the chance of fire spreading.
- **Zone 2 (30-100 feet from structures):** Emphasizes more extensive thinning of vegetation, pruning of large trees, and ensuring that ground cover is sparse enough to limit fire progression.

Updated Definitions: Modern fire safety practices have evolved, and definitions in the ordinance should reflect new understanding, such as what constitutes a "combustible material," "parcel," or "refuse pile."

Sale or Transfer of Property: In accordance with Civ. Code, § 1102.19, as it may be amended from time to time, a seller shall, before the close of escrow on the sale of any parcel within the City, provide to the buyer documentation from the Fire Code Official stating that the parcel is currently in compliance with local vegetation management requirements. The Fire Code Official shall have the discretion to accept alternate means and measures to achieve compliance if completion of the required work will delay the sale or transfer of the parcel. If the seller of a parcel has not obtained documentation of compliance in accordance herewith, the seller and the buyer shall enter into a written agreement pursuant to which the buyer agrees to obtain documentation of compliance.

Staff recommends this amendment to the municipal code be adopted as an urgency ordinance. The urgency ordinance may be introduced and adopted at a single meeting and becomes effective immediately if adopted by a 4/5 vote. The standard ordinance is identical to the urgency ordinance but does not contain the specific findings of urgency. To make these amendments permanent without needing to defend urgency findings indefinitely, staff recommends that Council simultaneously consider a standard ordinance, adopted after first and second readings, which will take effect 30 days after adoption. Upon becoming effective, the ordinance will repeal the urgency ordinance. This is the City Attorney’s standard procedure with respect to urgency ordinances that address long-term issues.

Council Goals/Objectives: Exceptional Public Safety consistent with the City of Grass Valley Strategic Plan

Fiscal Impact: None **Funds Available:** N/A **Account #:** N/A

Reviewed by: City Manager

- Attachments:**
- 1) Grass Valley Municipal Code Section 8.16
 - 2) Grass Valley Fire Department Defensible Space Requirements Handout
 - 3) Urgency Ordinance No. 831 Amending Grass Valley Municipal Code Section 8.16
 - 1) Non-Urgency Ordinance No. 832 Amending Grass Valley Municipal Code Section 8.16

EXHIBIT A

Chapter 8.16 – FIRE CONTROL REGULATIONS

ARTICLE II – FIRE REGULATIONS

8.16.200 – Definitions

As used in this Article, the following definitions shall apply:

“Approved Warming Device” means a portable or fixed, outdoor, solid-fuel-burning fireplace that may be constructed of steel, concrete, clay, or other noncombustible material. It may be open in design or may be equipped with a small hearth opening and a short chimney or chimney opening in the top. All devices shall be equipped with spark-arresting screens.

“Combustible material” means rubbish, litter, or material of any kind other than hazardous vegetation, that is combustible and endangers the public safety by creating a fire hazard as determined by the Fire Code Official.

“Defensible space” means (i) for improved parcels, the areas, including Zone 0, Zone 1, and Zone 2, extending 100 feet from any structure, but not beyond a parcel’s property line; and (ii) for unimproved parcels, the areas extending 30 to 100 feet inward from the parcel’s property line or abutting public right-of-way or fire apparatus access road, as applicable.

“Fireworks” and “safe and sane fireworks” have the meanings ascribed to them in Sections 12500 et seq. of the California Health and Safety Code.

“Fire apparatus access road” means a road that provides fire apparatus access from a fire station to a facility, building, or portion thereof. This is a general term that includes, but is not limited to, a fire lane, public street, public right of way, private street, driveway, parking lot lane, or access road.

“Fire Code Official” means the Fire Chief or their duly authorized representative(s).

“Fire hazard” means any condition, arrangement, or act that will increase, or may cause an increase of, the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service of preventing, suppressing, or extinguishing fire, or that may obstruct, delay, or hinder, or may become the cause of obstruction, delay, or hindrance, to the prevention, suppression, or extinguishment of fire.

“Fire season” means the first day of May through the thirty-first day of December.

“Ladder fuel” means fuel that provides vertical continuity between surface fuel and canopy fuel strata, increasing the likelihood that fire will carry from surface fuel into the crowns of shrubs and trees.

“Hazardous vegetation” means vegetation that is combustible and endangers the public safety by creating a fire hazard, including but not limited to bark, mulch, seasonal and recurrent grasses,

weeds, stubble, non-irrigated brush, dry leaves, dry needles, dead, dying, and diseased trees, or any other vegetation identified by the Fire Code Official.

“Local Responsibility Area” means an area of the state that is not a State Responsibility Area or federal property, and where the financial responsibility for preventing and suppressing fires is primarily the responsibility of the city, town, county, city and county, district, or other local public agency.

“Outbuilding” means buildings that are less than 120 square feet in size and are not used for human habitation, and buildings with a roof but no walls.

“Parcel” means a portion of real property of any size which may be identified by an Assessor's Parcel Number, the area of which is determined by the legal lot of record. An “improved parcel” means a parcel containing a structure. An “unimproved parcel” means a parcel that does not contain a structure.

"Refuse piles" means accumulations of flammable vegetation and/or combustible materials, rubbish and/or scrap materials, including, but not limited to, wastepaper, wood, straw/hay, litter, or other flammable or combustible waste.

“State Responsibility Area” means an area of the state identified by the Board of Forestry and Fire Protection pursuant to Public Resources Code Section 4125 where the financial responsibility for preventing and suppressing fires is primarily the responsibility of the state.

“Structure” means a building that has walls and a roof and an area of 120 square feet or greater.

“Zone 0” means the area extending from 0 to 5 feet from any structure, attached deck, or outbuilding on a parcel, referred to as the “Ember-Resistant Zone” or “Home Ignition Zone.” Zone 0 requires the most stringent wildfire fuel reduction. This Zone is designed to ensure that fire or embers from igniting materials cannot spread to the structure.

“Zone 1” means the area extending from 5 to 30 feet from any structure or attached deck, or from 5 feet from the structure or attached deck to the parcel’s property line, whichever is closer. This Zone is referred to as the “Lean, Clean, and Green Zone.”

“Zone 2” means the area extending from 30 to 100 feet from any structure or attached deck, or from 30 feet from the structure or attached deck to the parcel’s property line, whichever is closer. This Zone is referred to as the “Reduced Fuel Zone.”

8.16.220 – Fuel Mitigation Requirements

1. Prohibition. No person who has any ownership or possessory interest in or control of a Parcel within the City shall allow to exist thereon any hazardous vegetation or combustible material that constitutes a fire hazard as determined by the Fire Code Official.

2. Defensible Space for Structures and Attached Decks. All persons who have any ownership or possessory interest in or control of any parcel within the City shall maintain defensible space adjacent to all structures and attached decks on the parcel as follows:

A. Zone 0.

- i. Maintain all ground areas within 2 feet of any structure or attached deck free of combustible ground cover, including combustible mulch and bark. Hardscape materials, such as gravel, pavers, concrete, and other noncombustible mulch materials are permitted.
 - i. Notwithstanding the foregoing, ornamental vegetative fuels or cultivated ground cover that are irrigated or have a high moisture content, such as green grass, ivy, succulents or similar plants used a ground cover are allowed if, in the opinion of the Fire Code Official, they do not form a means of readily transmitting fire.
- ii. All native and nonnative plant species within 2 feet of a structure or attached deck must be maintained such that foliage, twigs, and branches create a minimum 1 foot clearance above the ground or the ground cover.
- iii. Remove all hazardous vegetation and combustible material capable of being ignited and endangering the structure or attached deck as determined by the Fire Code Official.
- iv. Annual grasses, which are not permitted within 2 feet of a structure or attached deck must be removed or cut to less than 4 inches no later than May 1st of each year and throughout the fire season.
- v. Maintain 6 feet of vertical clearance between branches and all other parts of trees overhanging the roof or other portion of any structure or attached deck.
- vi. Maintain any tree, shrub, or other plant adjacent to or overhanging any structure or attached deck free of branches, dead limbs, or other combustible material.
- vii. Maintain the roof and roof gutters of any structure, and the surface of any attached deck free of leaves, needles, hazardous vegetation, and combustible materials.
- viii. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
- ix. Remove all branches within 10 feet of any chimney or stovepipe outlet.
- x. Storage of firewood, lumber, or other combustible material is not permitted.
- xi. Non-irrigated brush is not permitted.

B. Zone 1.

- i. Remove all hazardous vegetation and combustible material capable of being ignited and endangering the structure as determined by the Fire Code Official.
- ii. Annual grasses must be removed or cut to less than 4 inches no later than May 1st of each year and throughout the fire season.
- iii. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches.
- iv. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
- v. Non-irrigated brush is not permitted.

- vi. New trees shall be planted and maintained so that the tree's drip line at maturity is a minimum of 10 feet from any structure.
- vii. The horizontal distance between crowns of new trees and crowns of adjacent trees shall not be less than 10 feet.
- viii. Liquid Propane Gas (LPG) storage tanks, outbuildings, firewood, lumber, and other combustible material shall be surrounded by 10 feet of bare mineral soil and no hazardous vegetation is permitted within 20 feet of LPG storage tanks, outbuildings, firewood, lumber, or other combustible Material.

C. Zone 2.

- i. Remove all hazardous vegetation and combustible material capable of being ignited and endangering the structure as determined by the Fire Code Official.
- ii. Annual grasses must be removed or cut to less than 4 inches no later than May 1st of each year and throughout the fire season.
- iii. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches.
- iv. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground.
- v. Non-irrigated brush is not permitted.
- vi. New trees shall be planted and maintained so that the tree's drip line at maturity is a minimum of 10 feet from any Structure.
- vii. The horizontal distance between crowns of new trees and crowns of adjacent trees shall not be less than 10 feet.
- viii. Any structure or covering over a pile of lumber or firewood must be constructed or made of fire-resistant material.
- ix. Liquid Propane Gas (LPG) storage tanks, outbuildings, firewood, lumber, and other combustible material shall be surrounded by 10 feet of bare mineral soil and no hazardous vegetation is permitted within 20 feet of LPG storage tanks, outbuildings, firewood, lumber, or other combustible material.

D. Defensible Space for Outbuildings. Any and all persons who have any ownership or possessory interest in or control of any parcel within the City shall comply with the Zone 0 Defensible Space requirements set forth herein with respect to any outbuildings on the parcel that are within 100 feet of a structure or attached deck on the parcel.

3. Roadside Vegetation. All persons who have any ownership or possessory interest in or control of any parcel within the City that abuts a fire apparatus access road shall:

A. Remove all hazardous vegetation that is within 3 feet, measured horizontally, from the paved edge of the fire apparatus access road.

B. Ensure that all portions of any tree overhanging a fire apparatus access road has at least 15 feet, measured vertically, of clearance from the roadway surface.

4. Unimproved Parcels: Any and all persons who have any ownership or possessory interest in or control of any unimproved parcel within the City shall maintain unimproved parcels as follows:

A. Less Than One Acre:

- i. The entire parcel shall be mowed and/or cleared so that hazardous vegetation does not exceed four inches in height above mineral soil by no later than May 1st of each year and throughout the fire season.
- ii. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches.
- iii. The entire parcel shall be free of refuse piles.
- iv. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
- v. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees shall be required by the City prior to removal.
- vi. All waste material that is the result of vegetation management work shall be chipped and spread or hauled off site. Burning of waste material is prohibited.

B. One to Five Acres:

- i. A 30 foot area of defensible space shall be maintained around the boundary of the parcel in compliance with the following standards:
 - i. Groundcover.
 1. Hardscape materials, such as gravel, pavers, concrete, and other noncombustible mulch materials are permitted.
 2. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches. All other combustible ground cover is prohibited.
 3. Notwithstanding the foregoing, ornamental vegetative fuels or cultivated ground cover that are irrigated or have a high moisture content, such as green grass, ivy, succulents or similar plants used as ground cover are allowed if, in the opinion of the Fire Code Official, they do not form a means of readily transmitting fire.
 - ii. All native and nonnative plant species must be maintained such that foliage, twigs, and branches create a minimum 1 foot clearance above the ground or the ground cover.
 - iii. Remove all hazardous vegetation and combustible material capable of being ignited as determined by the Fire Code Official.
 - iv. Annual grasses must be removed or cut to less than 4 inches by no later than May 1st of each year and throughout the fire season.
 - v. Maintain any tree, shrub, or other plant free of branches, dead limbs, or other combustible material.
 - vi. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
 - vii. Storage of firewood, lumber, or other combustible material is not permitted.
 - viii. Non-irrigated brush is not permitted.
- ii. The 30 foot area of defensible space shall be measured inward from the parcel's property line or abutting public right-of-way, as applicable. Where a vacant parcel

abuts or contains a right-of-way or fire apparatus access road, the 30 foot area of defensible space shall be maintained from the edge of any sidewalk or, if there is no sidewalk, the street line.

- iii. All waste material that is the result of vegetation management work shall be chipped and spread or hauled off site. Burning of waste material is prohibited.

C. Greater than Five Acres:

- i. A 100 foot area of defensible space shall be maintained around the entire parcel in compliance with the following standards:
 - i. Groundcover.
 - 1. Hardscape materials, such as gravel, pavers, concrete, and other noncombustible mulch materials are permitted.
 - 2. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches. All other combustible ground cover is prohibited.
 - 3. Notwithstanding the foregoing, ornamental vegetative fuels or cultivated ground cover that are irrigated or have a high moisture content, such as green grass, ivy, succulents or similar plants used as ground cover are allowed if, in the opinion of the Fire Code Official, they do not form a means of readily transmitting fire
 - ii. All native and nonnative plant species must be maintained such that foliage, twigs, and branches create a minimum 1 foot clearance above the ground or the ground cover.
 - iii. Remove all hazardous vegetation and combustible material capable of being ignited as determined by the Fire Code Official.
 - iv. Annual grasses must be removed or cut to less than 4 inches by no later than May 1st of each year and throughout the fire season.
 - v. Maintain any tree, shrub, or other plant free of branches, dead limbs, or other combustible material.
 - vi. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
 - vii. Storage of firewood, lumber, or other combustible material is not permitted.
 - viii. Non-irrigated brush is not permitted.
 - ii. The 100 foot area of defensible space shall be measured inward from the parcel's property line or abutting public right-of-way, as applicable. Where a vacant parcel abuts or contains a right-of-way or fire apparatus access road, the 100 foot area of defensible space shall be maintained from the edge of any sidewalk or, if there is no sidewalk, the street line.
 - iii. All waste material that is the result of vegetation management work shall be chipped and spread or hauled off site. Burning of waste material is prohibited.
5. Additional Management. The Fire Code Official may mandate additional fuels management of an area more or less than the above-referenced widths or height on a parcel and all sidewalks and roadways on or immediately adjacent thereto for the protection of public health, safety or

welfare or the environment if the Fire Code Official finds that the additional fuels management is necessary to significantly reduce the risk of transmission of flame or heat sufficient to ignite a structure, and there is no other feasible mitigation measure to reduce the risk of ignition or spread of wildfire to a structure on a parcel. The Fire Code Official shall determine appropriate defensible space distances based upon a visual inspection of the parcel and shall consider all factors that place the structure(s) on the parcel at risk from an approaching fire. These factors shall include, but are not limited to, local weather conditions, fuel type(s), topography, and the environment of the parcel or the structure(s).

6. **Conflicting Requirements.** If any portion of any parcel is subject to overlapping or conflicting local, state, or federal, requirements, the more restrictive requirements, as determined by the Fire Code Official, shall apply.
7. **Modifications.** Compliance with the fuel mitigation requirements of this Article shall not result in the taking of endangered, rare, or threatened plant or animal species, significant erosion, or sedimentation of surface waters. When these or other conditions make it impractical to comply with the fuel mitigation requirements, the person who owns, leases, or controls the parcel(s) shall request that the Fire Code Official grant a modification of the requirements. The Fire Code Official shall have the authority to grant modifications for individual cases, provided that the Fire Code Official shall first make written findings that special individual reasons make the strict letter of this Article impractical and that the modification is in compliance with the intent and purpose of this Article.

8.16.230 – Sale or Transfer of Property

In accordance with Civ. Code, § 1102.19, as it may be amended from time to time, a seller shall, before the close of escrow on the sale of any parcel within the City, provide to the buyer documentation from the Fire Code Official stating that the parcel is currently in compliance with local vegetation management requirements. The Fire Code Official shall have the discretion to accept alternate means and measures to achieve compliance if completion of the required work will delay the sale or transfer of the parcel. If the seller of a parcel has not obtained documentation of compliance in accordance herewith, the seller and the buyer shall enter into a written agreement pursuant to which the buyer agrees to obtain documentation of compliance.

8.16.240 – Open Burning

It shall be unlawful for any person to ignite, permit, or maintain an open fire within the city limits of the City of Grass Valley. This prohibition is not intended to prohibit fires in approved warming device in accordance with Section 8.16.260, or devices used for cooking such as barbeques that are located on property that the individual using such device has legal authority to occupy, including but not limited to City-provided fire pits or barbeques in parks and other public areas.

8.16.250 – Authorized Burning

1. **Training Burns.** Fire Department training burns may be permitted with the prior written approval of the Fire Code Official or an authorized representative and Northern Sierra Air Quality Management District.

2. Special Permits. The Fire Code Official may issue special permits to authorize burning for the health and safety of the public, professional entertainment purposes, or ceremonial purposes.

8.16.260 – Fire Protection Requirements

To provide and maintain fire protection during the use of approved warming devices or during authorized special permit burning, the following shall be required:

1. During use/operation an area within 10 feet of the device shall be free and clear of hazardous vegetation and/or combustible materials.
2. Responsible person, 18 years of age or older, in attendance with shovel until fire is dead out.
3. Water hose connected to an operational water supply shall be present at use/operation site.
4. Operation site shall be within 250' of an operational fire hydrant.
5. Operation site shall be within 150' of a California Fire Code compliant fire apparatus access road.

8.16.270 – Fireworks Prohibitions

The sale, use, and discharge of fireworks, including, but not limited to, safe and sane fireworks, is prohibited within the City. It shall be unlawful for any person to sell, offer for sale, purchase, discharge or otherwise use fireworks within the City except as provided in this Article.

8.16.280 – Fireworks Exceptions

1. Nothing in this Article shall be construed as prohibiting the sale, use, or discharge of any of the following: torpedoes, flares, or fuses by railroad or other transportation or law enforcement agencies for signal purposes; blank cartridges for ceremonial purposes, athletic, or sports events or military ceremonies or demonstrations; fireworks by permittees having a permit as hereinafter provided; agricultural and wildlife fireworks as defined in California Health and Safety Code section 12503; or to those subjects identified in subsections (a) through (d) of California Health and Safety Code section 12540.
2. Public displays of fireworks may be conducted by permit granted pursuant to section 982 of Title 19 of the California Code of Regulations.

8.16.290 – Authority to Inspect

Whenever the Fire Code Official has cause to believe that there exists, or may exist, in or upon any parcel any condition that constitutes a violation of this Article, the Fire Code Official may, with the permission of the parcel's owner, enter such parcel at all reasonable times to inspect the parcel related to enforcement of this Article. If an owner refuses to allow the Fire Code Official to enter, the Fire Code Official may seek assistance from any court of competent jurisdiction in obtaining such entry pursuant to California Code of Civil Procedure sections 1822.50–1822.60.

8.16.300 – Authority to Inspect Property and Request Records

Whenever the Fire Code Official has reasonable cause to believe that there exists or may exist on any parcel any condition which constitutes a violation of this Article, the Fire Code Official is empowered to request a person having an ownership or possessory interest in the parcel to provide records, such as but not limited to, site plans, connection agreements, operations and maintenance records, documentation of waste disposal, etc., as necessary to determine compliance with this Article.

8.16.310 – Enforcement and Administration

Any person having an ownership or possessory interest in a parcel that is in non-compliance with this Article shall be subject to administrative, civil, or criminal liability as provided in this Code. When relying on this Article, the City shall adhere to all procedures set forth in Chapters 1.10 through 1.15 of this Code, including, but not limited to the procedures for notice, service requirements, hearings, appeals, citations and fines.

8.16.320 – Public Nuisance Abatement

Violation of any provision of this Article is hereby declared to be a public nuisance. The Fire Code Official may, in addition to other authorized procedures set forth in this Article, take action to abate such public nuisance pursuant to Chapters 9.28 and 1.10 through 1.15 of this Code.

8.16.330 – Civil Actions

In addition to any other remedies provided in this Article, any violation of this Article may be enforced by civil action brought in the name of the City. In any such action, the City may seek, as appropriate and allowed by law, one or more of the following remedies:

1. A temporary restraining order, preliminary, or permanent injunction;
2. Reimbursement of costs of any investigation, inspection or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing action under this section;
3. Abatement Costs include those incurred in removing, correcting, or terminating the adverse effect(s) of a violation;
4. Compensatory damages for loss or destruction of City property. Costs and damages under this subsection shall be paid to the City and shall be used exclusively for costs associated with enforcing this Article.

8.16.340 – Criminal Actions

Any person violating any of the provisions of this Article shall be guilty of a misdemeanor punishable under [Chapter 1.12](#) of this Code, unless the prosecutor determines the interests of justice are served by prosecuting it as an infraction. 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.

8.16.350 – Non-Exclusive Remedies

Every remedy available for the enforcement of this Article shall be non-exclusive, and it shall be within the discretion of the City to seek cumulative remedies. Moreover, the remedies available to the City pursuant to this Article shall not limit the right of the City to seek any other remedy that may be available at law or in equity.

8.16.360 – Authority to Promulgate Reasonable Rules and Regulations

The City Manager is authorized to adopt reasonable rules, regulations, and procedures consistent with this Article to enforce, interpret, and carry out this Article. Such rules, regulations and procedures may vary between different areas within the City.

8.16.370 – No Duty to Enforce

Nothing in this Article shall be construed as imposing on the Fire Code Official or the City any duty to issue a Notice to Abate, nor to abate any hazardous vegetation or combustible material, nor to take any other action with regard to any unlawful hazardous vegetation, combustible material, defensible space, burning, or fireworks. Neither the Fire Code Official nor the City shall be held liable for failure to issue a Notice to Abate any unlawful hazardous vegetation, combustible material, defensible space, burning, or fireworks, nor for failure to abate any unlawful hazardous vegetation, combustible material, defensible space, burning, or fireworks, nor for failure to take any other action with regard to any unlawful hazardous vegetation, combustible material, defensible space, burning, or fireworks.



All property owners are required to comply with defensible space requirements.



All requirements shall be maintained year-round, with the exception of cutting grasses and weeds to a height of 4 inches or less no later than May 1 of every year.

ZONE 0. The Ember Resistant Zone or Home Ignition Zone extends from 0 to 5 feet from any structure, attached deck, or outbuilding on the parcel. Zone 0 requires the most stringent wildfire fuel reduction. This Zone is designed to prevent fire or embers from igniting materials that can spread to the structure.

ZONE 1. The Lean, Clean, and Green Zone extends from 5 feet to 30 feet from any structure or attached deck.

ZONE 2. The Reduced Fuel Zone extends from 30 feet to 100 feet from any structure or attached deck.

UNIMPROVED PARCELS

PARCELS OF 1 ACRE OR LESS: Require the entire parcel to be mowed/cleared no vegetation/grasses above 4 inches.

PARCELS 1 TO 5 ACRE: A 30 foot defensible space zone shall be created and maintained around the entire perimeter of a parcel.

PARCELS GREATER THAN 5 ACRES: A 100 foot defensible space zone shall be created and maintained around the entire perimeter of a parcel.

THESE REQUIREMENTS ARE TO BE COMPLETED AND MAINTAINED YEAR-ROUND**

ZONE 0: (0-5 feet)

- Remove all combustible ground cover, such as mulch and bark, within 2 feet of all structures.
- Create a 1-foot vertical clearance from foliage to ground for any plants within 2 feet of the structure.
- Remove ALL dead or dying trees and/or rubbish.
- Remove ALL non-irrigated brush.
- Remove or cut grasses and weeds to a height of less than 4 inches or less. ****Must be cut no later than May 1 of every year.**
- Remove all tree branches that are within 6 vertical feet of the roof.
- Trim trees to create 10 feet of clearance from the chimney outlet.
- Remove ALL dead or combustible material from trees or any other plantings.
- Remove all material, such as branches, leaves, and needles, from the roof and gutters. This needs to be redone on a periodic basis.
- Trim trees to create 6 feet of vertical spacing between branches or foliage and ground.

ZONE 1: (5-30 feet)

- Remove ALL dead or dying trees and/or rubbish.
- Remove or cut grasses and weeds to a height of less than 4 inches or less. ****Must be cut no later than May 1 of every year.**
- Trim trees to create 6 feet of vertical spacing between branches or foliage and ground.
- Remove ALL non-irrigated brush.
- Maintain 10 feet of bare mineral soil around Liquid Propane Gas (LPG) storage tanks, firewood, lumber, or other Combustible Material.

ZONE 2: (30-100 feet)

- Remove ALL dead or dying trees and/or rubbish.
- Remove or cut grasses and weeds to a height of less than 4 inches or less. ****Must be cut no later than May 1 of every year.**
- Trim trees to create 6 feet of vertical spacing between branches or foliage and ground.
- Remove ALL non-irrigated brush.
- Coverings over a pile of lumber or firewood must be constructed or made of fire-resistant material.
- Maintain 10 feet of bare mineral soil around liquid propane gas (LPG) storage tanks, firewood, lumber, or other combustible material.

****Annual Grasses and Weeds must be cut to 4 inches or less no later than May 1 of every year.**

ROADSIDE VEGETATION

- Maintain tree foliage, branches, and trunks to provide a minimum 15-foot vertical clearance above the entire roadway or driveway.
- Remove any hazardous vegetation located within 3 horizontal feet of the roadway.

URGENCY ORDINANCE NO. 831

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY TEMPORARILY REPEALING AND REPLACING ARTICLE II (“MISCELLANEOUS FIRE CONTROL REGULATIONS”), ARTICLE III (“PROHIBITIONS”), ARTICLE IV (“FIREWORKS”), AND ARTICLE V (“VIOLATIONS – PENALTY”) OF CHAPTER 8.16 OF THE GRASS VALLEY MUNICIPAL CODE REGARDING FIRE CONTROL REGULATIONS

Be it ordained by the Council of the City of Grass Valley:

SECTION 1. CODE AMENDMENT. Articles II, III, IV, and V of Chapter 8.16 of Title 8 of the Grass Valley Municipal Code are hereby repealed and replaced as set forth in Exhibit A attached to this Ordinance and incorporated by such reference.

SECTION 2. URGENCY FINDINGS. The Council finds that unless it adopts this Ordinance to take urgent action, the Grass Valley Fire Department will lack the enforcement provisions it requires to protect against severe fire hazards caused by open burning and the widespread accumulation of combustible and flammable materials in the City limits. This Urgency Ordinance is necessary to immediately preserve the public peace, health, and safety.

SECTION 3. ENVIRONMENTAL DETERMINATION. This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA) and has been determined to be not a Project under section 15378(b)(5) (Organizational or Administrative Activities) of the CEQA Guidelines. To the extent the adoption of this Ordinance constitutes a Project subject to CEQA, it is categorically exempt pursuant to sections 15061(b)(3) (Common Sense Exemption), 15304 (Minor Alterations to Land), 15307 (Actions by Regulatory Agencies for Protection of Natural Resources), and 15308 (Actions by Regulatory Agencies for Protection of the Environment) of the CEQA Guidelines.

SECTION 4. INCONSISTENCIES. Any provision of the Grass Valley Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and/or further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The City Council of the City of Grass Valley declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 6. EFFECT OF AMENDMENTS. It is the intent of the City Council of the City of Grass Valley that the Grass Valley Municipal Code sections affected by this Ordinance shall not be considered repealed and reenacted in their amended form; that the portions which are not altered are to be considered as having been the law from the time when they were enacted; that the new provisions are to be considered as having been enacted at the time of the amendment; and that the omitted portions are to be considered as having been repealed at the time of the amendment.

SECTION 7. EFFECTIVE DATE. This Urgency Ordinance is adopted by 4/5th vote of the City Council and shall be in full force and effect immediately after its adoption pursuant to Article VII, § 2 (c) of the Grass Valley City Charter.

SECTION 8. PUBLICATION. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published once in *The Union*, a newspaper of general circulation printed, published, and circulated within the City.

PASSED AND ADOPTED by the City Council was at a meeting held on the 12 day of November, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Jan Arbuckle, Mayor

ATTEST:

APPROVED AS TO FORM:

Taylor Whittingslow, City Clerk

Michael G. Colantuono, City Attorney

EXHIBIT A

Chapter 8.16 – FIRE CONTROL REGULATIONS

ARTICLE II – FIRE REGULATIONS

8.16.200 – Definitions

As used in this Article, the following definitions shall apply:

“Approved Warming Device” means a portable or fixed, outdoor, solid-fuel-burning fireplace that may be constructed of steel, concrete, clay, or other noncombustible material. It may be open in design or may be equipped with a small hearth opening and a short chimney or chimney opening in the top. All devices shall be equipped with spark-arresting screens.

“Combustible material” means rubbish, litter, or material of any kind other than hazardous vegetation, that is combustible and endangers the public safety by creating a fire hazard as determined by the Fire Code Official.

“Defensible space” means (i) for improved parcels, the areas, including Zone 0, Zone 1, and Zone 2, extending 100 feet from any structure, but not beyond a parcel’s property line; and (ii) for unimproved parcels, the areas extending 30 to 100 feet inward from the parcel’s property line or abutting public right-of-way or fire apparatus access road, as applicable.

“Fireworks” and “safe and sane fireworks” have the meanings ascribed to them in Sections 12500 et seq. of the California Health and Safety Code.

“Fire apparatus access road” means a road that provides fire apparatus access from a fire station to a facility, building, or portion thereof. This is a general term that includes, but is not limited to, a fire lane, public street, public right of way, private street, driveway, parking lot lane, or access road.

“Fire Code Official” means the Fire Chief or their duly authorized representative(s).

“Fire hazard” means any condition, arrangement, or act that will increase, or may cause an increase of, the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service of preventing, suppressing, or extinguishing fire, or that may obstruct, delay, or hinder, or may become the cause of obstruction, delay, or hindrance, to the prevention, suppression, or extinguishment of fire.

“Fire season” means the first day of May through the thirty-first day of December.

“Ladder fuel” means fuel that provides vertical continuity between surface fuel and canopy fuel strata, increasing the likelihood that fire will carry from surface fuel into the crowns of shrubs and trees.

“Hazardous vegetation” means vegetation that is combustible and endangers the public safety by creating a fire hazard, including but not limited to bark, mulch, seasonal and recurrent grasses, weeds, stubble, non-irrigated brush, dry leaves, dry needles, dead, dying, and diseased trees, or any other vegetation identified by the Fire Code Official.

“Local Responsibility Area” means an area of the state that is not a State Responsibility Area or federal property, and where the financial responsibility for preventing and suppressing fires is primarily the responsibility of the city, town, county, city and county, district, or other local public agency.

“Outbuilding” means buildings that are less than 120 square feet in size and are not used for human habitation, and buildings with a roof but no walls.

“Parcel” means a portion of real property of any size which may be identified by an Assessor's Parcel Number, the area of which is determined by the legal lot of record. An “improved parcel” means a parcel containing a structure. An “unimproved parcel” means a parcel that does not contain a structure.

"Refuse piles" means accumulations of flammable vegetation and/or combustible materials, rubbish and/or scrap materials, including, but not limited to, wastepaper, wood, straw/hay, litter, or other flammable or combustible waste.

“State Responsibility Area” means an area of the state identified by the Board of Forestry and Fire Protection pursuant to Public Resources Code Section 4125 where the financial responsibility for preventing and suppressing fires is primarily the responsibility of the state.

“Structure” means a building that has walls and a roof and an area of 120 square feet or greater.

“Zone 0” means the area extending from 0 to 5 feet from any structure, attached deck, or outbuilding on a parcel, referred to as the “Ember-Resistant Zone” or “Home Ignition Zone.” Zone 0 requires the most stringent wildfire fuel reduction. This Zone is designed to ensure that fire or embers from igniting materials cannot spread to the structure.

“Zone 1” means the area extending from 5 to 30 feet from any structure or attached deck, or from 5 feet from the structure or attached deck to the parcel’s property line, whichever is closer. This Zone is referred to as the “Lean, Clean, and Green Zone.”

“Zone 2” means the area extending from 30 to 100 feet from any structure or attached deck, or from 30 feet from the structure or attached deck to the parcel’s property line, whichever is closer. This Zone is referred to as the “Reduced Fuel Zone.”

8.16.220 – Fuel Mitigation Requirements

1. Prohibition. No person who has any ownership or possessory interest in or control of a Parcel within the City shall allow to exist thereon any hazardous vegetation or combustible material that constitutes a fire hazard as determined by the Fire Code Official.

2. Defensible Space for Structures and Attached Decks. All persons who have any ownership or possessory interest in or control of any parcel within the City shall maintain defensible space adjacent to all structures and attached decks on the parcel as follows:

A. Zone 0.

- a. Maintain all ground areas within 2 feet of any structure or attached deck free of combustible ground cover, including combustible mulch and bark. Hardscape materials, such as gravel, pavers, concrete, and other noncombustible mulch materials are permitted.
 - i. Notwithstanding the foregoing, ornamental vegetative fuels or cultivated ground cover that are irrigated or have a high moisture content, such as green grass, ivy, succulents or similar plants used a ground cover are allowed if, in the opinion of the Fire Code Official, they do not form a means of readily transmitting fire.
- b. All native and nonnative plant species within 2 feet of a structure or attached deck must be maintained such that foliage, twigs, and branches create a minimum 1 foot clearance above the ground or the ground cover.
- c. Remove all hazardous vegetation and combustible material capable of being ignited and endangering the structure or attached deck as determined by the Fire Code Official.
- d. Annual grasses, which are not permitted within 2 feet of a structure or attached deck must be removed or cut to less than 4 inches no later than May 1st of each year and throughout the fire season.
- e. Maintain 6 feet of vertical clearance between branches and all other parts of trees overhanging the roof or other portion of any structure or attached deck.
- f. Maintain any tree, shrub, or other plant adjacent to or overhanging any structure or attached deck free of branches, dead limbs, or other combustible material.
- g. Maintain the roof and roof gutters of any structure, and the surface of any attached deck free of leaves, needles, hazardous vegetation, and combustible materials.
- h. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
- i. Remove all branches within 10 feet of any chimney or stovepipe outlet.
- j. Storage of firewood, lumber, or other combustible material is not permitted.
- k. Non-irrigated brush is not permitted.

B. Zone 1.

- a. Remove all hazardous vegetation and combustible material capable of being ignited and endangering the structure as determined by the Fire Code Official.
- b. Annual grasses must be removed or cut to less than 4 inches no later than May 1st of each year and throughout the fire season.
- c. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches.
- d. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
- e. Non-irrigated brush is not permitted.

- f. New trees shall be planted and maintained so that the tree's drip line at maturity is a minimum of 10 feet from any structure.
- g. The horizontal distance between crowns of new trees and crowns of adjacent trees shall not be less than 10 feet.
- h. Liquid Propane Gas (LPG) storage tanks, outbuildings, firewood, lumber, and other combustible material shall be surrounded by 10 feet of bare mineral soil and no hazardous vegetation is permitted within 20 feet of LPG storage tanks, outbuildings, firewood, lumber, or other combustible Material.

C. Zone 2.

- a. Remove all hazardous vegetation and combustible material capable of being ignited and endangering the structure as determined by the Fire Code Official.
- b. Annual grasses must be removed or cut to less than 4 inches no later than May 1st of each year and throughout the fire season.
- c. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches.
- d. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground.
- e. Non-irrigated brush is not permitted.
- f. New trees shall be planted and maintained so that the tree's drip line at maturity is a minimum of 10 feet from any Structure.
- g. The horizontal distance between crowns of new trees and crowns of adjacent trees shall not be less than 10 feet.
- h. Any structure or covering over a pile of lumber or firewood must be constructed or made of fire-resistant material.
- i. Liquid Propane Gas (LPG) storage tanks, outbuildings, firewood, lumber, and other combustible material shall be surrounded by 10 feet of bare mineral soil and no hazardous vegetation is permitted within 20 feet of LPG storage tanks, outbuildings, firewood, lumber, or other combustible material.

D. Defensible Space for Outbuildings. Any and all persons who have any ownership or possessory interest in or control of any parcel within the City shall comply with the Zone 0 Defensible Space requirements set forth herein with respect to any outbuildings on the parcel that are within 100 feet of a structure or attached deck on the parcel.

- 3. Roadside Vegetation. All persons who have any ownership or possessory interest in or control of any parcel within the City that abuts a fire apparatus access road shall:
 - A. Remove all hazardous vegetation that is within 3 feet, measured horizontally, from the paved edge of the fire apparatus access road.
 - B. Ensure that all portions of any tree overhanging a fire apparatus access road has at least 15 feet, measured vertically, of clearance from the roadway surface.
- 4. Unimproved Parcels: Any and all persons who have any ownership or possessory interest in or control of any unimproved parcel within the City shall maintain unimproved parcels as follows:

A. Less Than One Acre:

- i. The entire parcel shall be mowed and/or cleared so that hazardous vegetation does not exceed four inches in height above mineral soil by no later than May 1st of each year and throughout the fire season.
- ii. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches.
- iii. The entire parcel shall be free of refuse piles.
- iv. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
- v. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees shall be required by the City prior to removal.
- vi. All waste material that is the result of vegetation management work shall be chipped and spread or hauled off site. Burning of waste material is prohibited.

B. One to Five Acres:

- i. A 30 foot area of defensible space shall be maintained around the boundary of the parcel in compliance with the following standards:
 - i. Groundcover.
 1. Hardscape materials, such as gravel, pavers, concrete, and other noncombustible mulch materials are permitted.
 2. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches. All other combustible ground cover is prohibited.
 3. Notwithstanding the foregoing, ornamental vegetative fuels or cultivated ground cover that are irrigated or have a high moisture content, such as green grass, ivy, succulents or similar plants used as ground cover are allowed if, in the opinion of the Fire Code Official, they do not form a means of readily transmitting fire.
 - ii. All native and nonnative plant species must be maintained such that foliage, twigs, and branches create a minimum 1 foot clearance above the ground or the ground cover.
 - iii. Remove all hazardous vegetation and combustible material capable of being ignited as determined by the Fire Code Official.
 - iv. Annual grasses must be removed or cut to less than 4 inches by no later than May 1st of each year and throughout the fire season.
 - v. Maintain any tree, shrub, or other plant free of branches, dead limbs, or other combustible material.
 - vi. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
 - vii. Storage of firewood, lumber, or other combustible material is not permitted.
 - viii. Non-irrigated brush is not permitted.
- ii. The 30 foot area of defensible space shall be measured inward from the parcel's property line or abutting public right-of-way, as applicable. Where a vacant parcel

abuts or contains a right-of-way or fire apparatus access road, the 30 foot area of defensible space shall be maintained from the edge of any sidewalk or, if there is no sidewalk, the street line.

- iii. All waste material that is the result of vegetation management work shall be chipped and spread or hauled off site. Burning of waste material is prohibited.

C. Greater than Five Acres:

- i. A 100 foot area of defensible space shall be maintained around the entire parcel in compliance with the following standards:

- i. Groundcover.

- 1. Hardscape materials, such as gravel, pavers, concrete, and other noncombustible mulch materials are permitted.
 - 2. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches. All other combustible ground cover is prohibited.
 - 3. Notwithstanding the foregoing, ornamental vegetative fuels or cultivated ground cover that are irrigated or have a high moisture content, such as green grass, ivy, succulents or similar plants used as ground cover are allowed if, in the opinion of the Fire Code Official, they do not form a means of readily transmitting fire

- ii. All native and nonnative plant species must be maintained such that foliage, twigs, and branches create a minimum 1 foot clearance above the ground or the ground cover.

- iii. Remove all hazardous vegetation and combustible material capable of being ignited as determined by the Fire Code Official.

- iv. Annual grasses must be removed or cut to less than 4 inches by no later than May 1st of each year and throughout the fire season.

- v. Maintain any tree, shrub, or other plant free of branches, dead limbs, or other combustible material.

- vi. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.

- vii. Storage of firewood, lumber, or other combustible material is not permitted.

- viii. Non-irrigated brush is not permitted.

- ii. The 100 foot area of defensible space shall be measured inward from the parcel’s property line or abutting public right-of-way, as applicable. Where a vacant parcel abuts or contains a right-of-way or fire apparatus access road, the 100 foot area of defensible space shall be maintained from the edge of any sidewalk or, if there is no sidewalk, the street line.

- iii. All waste material that is the result of vegetation management work shall be chipped and spread or hauled off site. Burning of waste material is prohibited.

- 5. Additional Management. The Fire Code Official may mandate additional fuels management of an area more or less than the above-referenced widths or height on a parcel and all sidewalks and roadways on or immediately adjacent thereto for the protection of public health, safety or

welfare or the environment if the Fire Code Official finds that the additional fuels management is necessary to significantly reduce the risk of transmission of flame or heat sufficient to ignite a structure, and there is no other feasible mitigation measure to reduce the risk of ignition or spread of wildfire to a structure on a parcel. The Fire Code Official shall determine appropriate defensible space distances based upon a visual inspection of the parcel and shall consider all factors that place the structure(s) on the parcel at risk from an approaching fire. These factors shall include, but are not limited to, local weather conditions, fuel type(s), topography, and the environment of the parcel or the structure(s).

- 6. **Conflicting Requirements.** If any portion of any parcel is subject to overlapping or conflicting local, state, or federal, requirements, the more restrictive requirements, as determined by the Fire Code Official, shall apply.
- 7. **Modifications.** Compliance with the fuel mitigation requirements of this Article shall not result in the taking of endangered, rare, or threatened plant or animal species, significant erosion, or sedimentation of surface waters. When these or other conditions make it impractical to comply with the fuel mitigation requirements, the person who owns, leases, or controls the parcel(s) shall request that the Fire Code Official grant a modification of the requirements. The Fire Code Official shall have the authority to grant modifications for individual cases, provided that the Fire Code Official shall first make written findings that special individual reasons make the strict letter of this Article impractical and that the modification is in compliance with the intent and purpose of this Article.

8.16.230 – Sale or Transfer of Property

In accordance with Civ. Code, § 1102.19, as it may be amended from time to time, a seller shall, before the close of escrow on the sale of any parcel within the City, provide to the buyer documentation from the Fire Code Official stating that the parcel is currently in compliance with local vegetation management requirements. The Fire Code Official shall have the discretion to accept alternate means and measures to achieve compliance if completion of the required work will delay the sale or transfer of the parcel. If the seller of a parcel has not obtained documentation of compliance in accordance herewith, the seller and the buyer shall enter into a written agreement pursuant to which the buyer agrees to obtain documentation of compliance.

8.16.240 – Open Burning

It shall be unlawful for any person to ignite, permit, or maintain an open fire within the city limits of the City of Grass Valley. This prohibition is not intended to prohibit fires in approved warming device in accordance with Section 8.16.260, or devices used for cooking such as barbeques that are located on property that the individual using such device has legal authority to occupy, including but not limited to City-provided fire pits or barbeques in parks and other public areas.

8.16.250 – Authorized Burning

- 1. **Training Burns.** Fire Department training burns may be permitted with the prior written approval of the Fire Code Official or an authorized representative and Northern Sierra Air Quality Management District.

2. Special Permits. The Fire Code Official may issue special permits to authorize burning for the health and safety of the public, professional entertainment purposes, or ceremonial purposes.

8.16.260 – Fire Protection Requirements

To provide and maintain fire protection during the use of approved warming devices or during authorized special permit burning, the following shall be required:

1. During use/operation an area within 10 feet of the device shall be free and clear of hazardous vegetation and/or combustible materials.
2. Responsible person, 18 years of age or older, in attendance with shovel until fire is dead out.
3. Water hose connected to an operational water supply shall be present at use/operation site.
4. Operation site shall be within 250' of an operational fire hydrant.
5. Operation site shall be within 150' of a California Fire Code compliant fire apparatus access road.

8.16.270 – Fireworks Prohibitions

The sale, use, and discharge of fireworks, including, but not limited to, safe and sane fireworks, is prohibited within the City. It shall be unlawful for any person to sell, offer for sale, purchase, discharge or otherwise use fireworks within the City except as provided in this Article.

8.16.280 – Fireworks Exceptions

1. Nothing in this Article shall be construed as prohibiting the sale, use, or discharge of any of the following: torpedoes, flares, or fuses by railroad or other transportation or law enforcement agencies for signal purposes; blank cartridges for ceremonial purposes, athletic, or sports events or military ceremonies or demonstrations; fireworks by permittees having a permit as hereinafter provided; agricultural and wildlife fireworks as defined in California Health and Safety Code section 12503; or to those subjects identified in subsections (a) through (d) of California Health and Safety Code section 12540.
2. Public displays of fireworks may be conducted by permit granted pursuant to section 982 of Title 19 of the California Code of Regulations.

8.16.290 – Authority to Inspect

Whenever the Fire Code Official has cause to believe that there exists, or may exist, in or upon any parcel any condition that constitutes a violation of this Article, the Fire Code Official may, with the permission of the parcel's owner, enter such parcel at all reasonable times to inspect the parcel related to enforcement of this Article. If an owner refuses to allow the Fire Code Official to enter, the Fire Code Official may seek assistance from any court of competent jurisdiction in obtaining such entry pursuant to California Code of Civil Procedure sections 1822.50–1822.60.

8.16.300 – Authority to Inspect Property and Request Records

Whenever the Fire Code Official has reasonable cause to believe that there exists or may exist on any parcel any condition which constitutes a violation of this Article, the Fire Code Official is empowered to request a person having an ownership or possessory interest in the parcel to provide records, such as but not limited to, site plans, connection agreements, operations and maintenance records, documentation of waste disposal, etc., as necessary to determine compliance with this Article.

8.16.310 – Enforcement and Administration

Any person having an ownership or possessory interest in a parcel that is in non-compliance with this Article shall be subject to administrative, civil, or criminal liability as provided in this Code. When relying on this Article, the City shall adhere to all procedures set forth in Chapters 1.10 through 1.15 of this Code, including, but not limited to the procedures for notice, service requirements, hearings, appeals, citations and fines.

8.16.320 – Public Nuisance Abatement

Violation of any provision of this Article is hereby declared to be a public nuisance. The Fire Code Official may, in addition to other authorized procedures set forth in this Article, take action to abate such public nuisance pursuant to Chapters 9.28 and 1.10 through 1.15 of this Code.

8.16.330 – Civil Actions

In addition to any other remedies provided in this Article, any violation of this Article may be enforced by civil action brought in the name of the City. In any such action, the City may seek, as appropriate and allowed by law, one or more of the following remedies:

1. A temporary restraining order, preliminary, or permanent injunction;
2. Reimbursement of costs of any investigation, inspection or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing action under this section;
3. Abatement Costs include those incurred in removing, correcting, or terminating the adverse effect(s) of a violation;
4. Compensatory damages for loss or destruction of City property. Costs and damages under this subsection shall be paid to the City and shall be used exclusively for costs associated with enforcing this Article.

8.16.340 – Criminal Actions

Any person violating any of the provisions of this Article shall be guilty of a misdemeanor punishable under [Chapter 1.12](#) of this Code, unless the prosecutor determines the interests of justice are served by prosecuting it as an infraction. 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.

8.16.350 – Non-Exclusive Remedies

Every remedy available for the enforcement of this Article shall be non-exclusive, and it shall be within the discretion of the City to seek cumulative remedies. Moreover, the remedies available to the City pursuant to this Article shall not limit the right of the City to seek any other remedy that may be available at law or in equity.

8.16.360 – Authority to Promulgate Reasonable Rules and Regulations

The City Manager is authorized to adopt reasonable rules, regulations, and procedures consistent with this Article to enforce, interpret, and carry out this Article. Such rules, regulations and procedures may vary between different areas within the City.

8.16.370 – No Duty to Enforce

Nothing in this Article shall be construed as imposing on the Fire Code Official or the City any duty to issue a Notice to Abate, nor to abate any hazardous vegetation or combustible material, nor to take any other action with regard to any unlawful hazardous vegetation, combustible material, defensible space, burning, or fireworks. Neither the Fire Code Official nor the City shall be held liable for failure to issue a Notice to Abate any unlawful hazardous vegetation, combustible material, defensible space, burning, or fireworks, nor for failure to abate any unlawful hazardous vegetation, combustible material, defensible space, burning, or fireworks, nor for failure to take any other action with regard to any unlawful hazardous vegetation, combustible material, defensible space, burning, or fireworks.

ORDINANCE NO. 832

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY REPEALING AND REPLACING ARTICLE II (“MISCELLANEOUS FIRE CONTROL REGULATIONS”), ARTICLE III (“PROHIBITIONS”), ARTICLE IV (“FIREWORKS”), AND ARTICLE V (“VIOLATIONS – PENALTY”) OF CHAPTER 8.16 OF THE GRASS VALLEY MUNICIPAL CODE REGARDING FIRE CONTROL REGULATIONS

Be it ordained by the Council of the City of Grass Valley:

SECTION 1. CODE AMENDMENT. Articles II, III, IV, and V of Chapter 8.16 of Title 8 of the Grass Valley Municipal Code are hereby repealed and replaced as set forth in Exhibit A attached to this Ordinance and incorporated by such reference.

SECTION 2. ENVIRONMENTAL DETERMINATION. This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA) and has been determined to be not a Project under section 15378(b)(5) (Organizational or Administrative Activities) of the CEQA Guidelines. To the extent the adoption of this Ordinance constitutes a Project subject to CEQA, it is categorically exempt pursuant to sections 15061(b)(3) (Common Sense Exemption), 15304 (Minor Alterations to Land), 15307 (Actions by Regulatory Agencies for Protection of Natural Resources), and 15308 (Actions by Regulatory Agencies for Protection of the Environment) of the CEQA Guidelines.

SECTION 3. INCONSISTENCIES. Any provision of the Grass Valley Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and/or further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The City Council of the City of Grass Valley declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or

unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 5. EFFECT OF AMENDMENTS. It is the intent of the City Council of the City of Grass Valley that the Grass Valley Municipal Code sections affected by this Ordinance shall not be considered repealed and reenacted in their amended form; that the portions which are not altered are to be considered as having been the law from the time when they were enacted; that the new provisions are to be considered as having been enacted at the time of the amendment; and that the omitted portions are to be considered as having been repealed at the time of the amendment.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect 30 days after its adoption under Article VII, § 2 of the Grass Valley City Charter.

SECTION 7. PUBLICATION. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published once in *The Union*, a newspaper of general circulation printed, published, and circulated within the City.

INTRODUCED and first read at a regular meeting of the City Council on the 12th day of November 2024.

FINAL PASSAGE AND ADOPTION by the City Council was at a meeting held on the _____ day of _____ 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Jan Arbuckle, Mayor

ATTEST:

APPROVED AS TO FORM:

Taylor Whittingslow, City Clerk

Michael G. Colantuono, City Attorney

EXHIBIT A

Chapter 8.16 – FIRE CONTROL REGULATIONS

ARTICLE II – FIRE REGULATIONS

8.16.200 – Definitions

As used in this Article, the following definitions shall apply:

“Approved Warming Device” means a portable or fixed, outdoor, solid-fuel-burning fireplace that may be constructed of steel, concrete, clay, or other noncombustible material. It may be open in design or may be equipped with a small hearth opening and a short chimney or chimney opening in the top. All devices shall be equipped with spark-arresting screens.

“Combustible material” means rubbish, litter, or material of any kind other than hazardous vegetation, that is combustible and endangers the public safety by creating a fire hazard as determined by the Fire Code Official.

“Defensible space” means (i) for improved parcels, the areas, including Zone 0, Zone 1, and Zone 2, extending 100 feet from any structure, but not beyond a parcel’s property line; and (ii) for unimproved parcels, the areas extending 30 to 100 feet inward from the parcel’s property line or abutting public right-of-way or fire apparatus access road, as applicable.

“Fireworks” and “safe and sane fireworks” have the meanings ascribed to them in Sections 12500 et seq. of the California Health and Safety Code.

“Fire apparatus access road” means a road that provides fire apparatus access from a fire station to a facility, building, or portion thereof. This is a general term that includes, but is not limited to, a fire lane, public street, public right of way, private street, driveway, parking lot lane, or access road.

“Fire Code Official” means the Fire Chief or their duly authorized representative(s).

“Fire hazard” means any condition, arrangement, or act that will increase, or may cause an increase of, the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service of preventing, suppressing, or extinguishing fire, or that may obstruct, delay, or hinder, or may become the cause of obstruction, delay, or hindrance, to the prevention, suppression, or extinguishment of fire.

“Fire season” means the first day of May through the thirty-first day of December.

“Ladder fuel” means fuel that provides vertical continuity between surface fuel and canopy fuel strata, increasing the likelihood that fire will carry from surface fuel into the crowns of shrubs and trees.

“Hazardous vegetation” means vegetation that is combustible and endangers the public safety by creating a fire hazard, including but not limited to bark, mulch, seasonal and recurrent grasses, weeds, stubble, non-irrigated brush, dry leaves, dry needles, dead, dying, and diseased trees, or any other vegetation identified by the Fire Code Official.

“Local Responsibility Area” means an area of the state that is not a State Responsibility Area or federal property, and where the financial responsibility for preventing and suppressing fires is primarily the responsibility of the city, town, county, city and county, district, or other local public agency.

“Outbuilding” means buildings that are less than 120 square feet in size and are not used for human habitation, and buildings with a roof but no walls.

“Parcel” means a portion of real property of any size which may be identified by an Assessor's Parcel Number, the area of which is determined by the legal lot of record. An “improved parcel” means a parcel containing a structure. An “unimproved parcel” means a parcel that does not contain a structure.

“Refuse piles” means accumulations of flammable vegetation and/or combustible materials, rubbish and/or scrap materials, including, but not limited to, wastepaper, wood, straw/hay, litter, or other flammable or combustible waste.

“State Responsibility Area” means an area of the state identified by the Board of Forestry and Fire Protection pursuant to Public Resources Code Section 4125 where the financial responsibility for preventing and suppressing fires is primarily the responsibility of the state.

“Structure” means a building that has walls and a roof and an area of 120 square feet or greater.

“Zone 0” means the area extending from 0 to 5 feet from any structure, attached deck, or outbuilding on a parcel, referred to as the “Ember-Resistant Zone” or “Home Ignition Zone.” Zone 0 requires the most stringent wildfire fuel reduction. This Zone is designed to ensure that fire or embers from igniting materials cannot spread to the structure.

“Zone 1” means the area extending from 5 to 30 feet from any structure or attached deck, or from 5 feet from the structure or attached deck to the parcel’s property line, whichever is closer. This Zone is referred to as the “Lean, Clean, and Green Zone.”

“Zone 2” means the area extending from 30 to 100 feet from any structure or attached deck, or from 30 feet from the structure or attached deck to the parcel’s property line, whichever is closer. This Zone is referred to as the “Reduced Fuel Zone.”

8.16.220 – Fuel Mitigation Requirements

1. Prohibition. No person who has any ownership or possessory interest in or control of a Parcel within the City shall allow to exist thereon any hazardous vegetation or combustible material that constitutes a fire hazard as determined by the Fire Code Official.

2. Defensible Space for Structures and Attached Decks. All persons who have any ownership or possessory interest in or control of any parcel within the City shall maintain defensible space adjacent to all structures and attached decks on the parcel as follows:

A. Zone 0.

- i. Maintain all ground areas within 2 feet of any structure or attached deck free of combustible ground cover, including combustible mulch and bark. Hardscape materials, such as gravel, pavers, concrete, and other noncombustible mulch materials are permitted.
 - i. Notwithstanding the foregoing, ornamental vegetative fuels or cultivated ground cover that are irrigated or have a high moisture content, such as green grass, ivy, succulents or similar plants used a ground cover are allowed if, in the opinion of the Fire Code Official, they do not form a means of readily transmitting fire.
- ii. All native and nonnative plant species within 2 feet of a structure or attached deck must be maintained such that foliage, twigs, and branches create a minimum 1 foot clearance above the ground or the ground cover.
- iii. Remove all hazardous vegetation and combustible material capable of being ignited and endangering the structure or attached deck as determined by the Fire Code Official.
- iv. Annual grasses, which are not permitted within 2 feet of a structure or attached deck must be removed or cut to less than 4 inches no later than May 1st of each year and throughout the fire season.
- v. Maintain 6 feet of vertical clearance between branches and all other parts of trees overhanging the roof or other portion of any structure or attached deck.
- vi. Maintain any tree, shrub, or other plant adjacent to or overhanging any structure or attached deck free of branches, dead limbs, or other combustible material.
- vii. Maintain the roof and roof gutters of any structure, and the surface of any attached deck free of leaves, needles, hazardous vegetation, and combustible materials.
- viii. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
- ix. Remove all branches within 10 feet of any chimney or stovepipe outlet.
- x. Storage of firewood, lumber, or other combustible material is not permitted.
- xi. Non-irrigated brush is not permitted.

B. Zone 1.

- i. Remove all hazardous vegetation and combustible material capable of being ignited and endangering the structure as determined by the Fire Code Official.
- ii. Annual grasses must be removed or cut to less than 4 inches no later than May 1st of each year and throughout the fire season.
- iii. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches.
- iv. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
- v. Non-irrigated brush is not permitted.

- vi. New trees shall be planted and maintained so that the tree's drip line at maturity is a minimum of 10 feet from any structure.
- vii. The horizontal distance between crowns of new trees and crowns of adjacent trees shall not be less than 10 feet.
- viii. Liquid Propane Gas (LPG) storage tanks, outbuildings, firewood, lumber, and other combustible material shall be surrounded by 10 feet of bare mineral soil and no hazardous vegetation is permitted within 20 feet of LPG storage tanks, outbuildings, firewood, lumber, or other combustible Material.

C. Zone 2.

- i. Remove all hazardous vegetation and combustible material capable of being ignited and endangering the structure as determined by the Fire Code Official.
- ii. Annual grasses must be removed or cut to less than 4 inches no later than May 1st of each year and throughout the fire season.
- iii. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches.
- iv. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground.
- v. Non-irrigated brush is not permitted.
- vi. New trees shall be planted and maintained so that the tree's drip line at maturity is a minimum of 10 feet from any Structure.
- vii. The horizontal distance between crowns of new trees and crowns of adjacent trees shall not be less than 10 feet.
- viii. Any structure or covering over a pile of lumber or firewood must be constructed or made of fire-resistant material.
- ix. Liquid Propane Gas (LPG) storage tanks, outbuildings, firewood, lumber, and other combustible material shall be surrounded by 10 feet of bare mineral soil and no hazardous vegetation is permitted within 20 feet of LPG storage tanks, outbuildings, firewood, lumber, or other combustible material.

D. Defensible Space for Outbuildings. Any and all persons who have any ownership or possessory interest in or control of any parcel within the City shall comply with the Zone 0 Defensible Space requirements set forth herein with respect to any outbuildings on the parcel that are within 100 feet of a structure or attached deck on the parcel.

3. Roadside Vegetation. All persons who have any ownership or possessory interest in or control of any parcel within the City that abuts a fire apparatus access road shall:

- A. Remove all hazardous vegetation that is within 3 feet, measured horizontally, from the paved edge of the fire apparatus access road.
- B. Ensure that all portions of any tree overhanging a fire apparatus access road has at least 15 feet, measured vertically, of clearance from the roadway surface.

4. Unimproved Parcels: Any and all persons who have any ownership or possessory interest in or control of any unimproved parcel within the City shall maintain unimproved parcels as follows:

A. Less Than One Acre:

- i. The entire parcel shall be mowed and/or cleared so that hazardous vegetation does not exceed four inches in height above mineral soil by no later than May 1st of each year and throughout the fire season.
- ii. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches.
- iii. The entire parcel shall be free of refuse piles.
- iv. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
- v. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees shall be required by the City prior to removal.
- vi. All waste material that is the result of vegetation management work shall be chipped and spread or hauled off site. Burning of waste material is prohibited.

B. One to Five Acres:

- i. A 30 foot area of defensible space shall be maintained around the boundary of the parcel in compliance with the following standards:
 - i. Groundcover.
 1. Hardscape materials, such as gravel, pavers, concrete, and other noncombustible mulch materials are permitted.
 2. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches. All other combustible ground cover is prohibited.
 3. Notwithstanding the foregoing, ornamental vegetative fuels or cultivated ground cover that are irrigated or have a high moisture content, such as green grass, ivy, succulents or similar plants used as ground cover are allowed if, in the opinion of the Fire Code Official, they do not form a means of readily transmitting fire.
 - ii. All native and nonnative plant species must be maintained such that foliage, twigs, and branches create a minimum 1 foot clearance above the ground or the ground cover.
 - iii. Remove all hazardous vegetation and combustible material capable of being ignited as determined by the Fire Code Official.
 - iv. Annual grasses must be removed or cut to less than 4 inches by no later than May 1st of each year and throughout the fire season.
 - v. Maintain any tree, shrub, or other plant free of branches, dead limbs, or other combustible material.
 - vi. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
 - vii. Storage of firewood, lumber, or other combustible material is not permitted.
 - viii. Non-irrigated brush is not permitted.
- ii. The 30 foot area of defensible space shall be measured inward from the parcel's property line or abutting public right-of-way, as applicable. Where a vacant parcel

abuts or contains a right-of-way or fire apparatus access road, the 30 foot area of defensible space shall be maintained from the edge of any sidewalk or, if there is no sidewalk, the street line.

- iii. All waste material that is the result of vegetation management work shall be chipped and spread or hauled off site. Burning of waste material is prohibited.

C. Greater than Five Acres:

- i. A 100 foot area of defensible space shall be maintained around the entire parcel in compliance with the following standards:

- i. Groundcover.

- 1. Hardscape materials, such as gravel, pavers, concrete, and other noncombustible mulch materials are permitted.
 - 2. Organic mulch and wood chips shall be kept to a depth of no greater than three (3) inches. All other combustible ground cover is prohibited.
 - 3. Notwithstanding the foregoing, ornamental vegetative fuels or cultivated ground cover that are irrigated or have a high moisture content, such as green grass, ivy, succulents or similar plants used as ground cover are allowed if, in the opinion of the Fire Code Official, they do not form a means of readily transmitting fire

- ii. All native and nonnative plant species must be maintained such that foliage, twigs, and branches create a minimum 1 foot clearance above the ground or the ground cover.
 - iii. Remove all hazardous vegetation and combustible material capable of being ignited as determined by the Fire Code Official.
 - iv. Annual grasses must be removed or cut to less than 4 inches by no later than May 1st of each year and throughout the fire season.
 - v. Maintain any tree, shrub, or other plant free of branches, dead limbs, or other combustible material.
 - vi. Maintain trees to remove ladder fuels so that foliage, twigs, or branches are greater than 6 feet above the ground or surface fuels.
 - vii. Storage of firewood, lumber, or other combustible material is not permitted.
 - viii. Non-irrigated brush is not permitted.

- ii. The 100 foot area of defensible space shall be measured inward from the parcel's property line or abutting public right-of-way, as applicable. Where a vacant parcel abuts or contains a right-of-way or fire apparatus access road, the 100 foot area of defensible space shall be maintained from the edge of any sidewalk or, if there is no sidewalk, the street line.

- iii. All waste material that is the result of vegetation management work shall be chipped and spread or hauled off site. Burning of waste material is prohibited.

- 5. Additional Management. The Fire Code Official may mandate additional fuels management of an area more or less than the above-referenced widths or height on a parcel and all sidewalks and roadways on or immediately adjacent thereto for the protection of public health, safety or

welfare or the environment if the Fire Code Official finds that the additional fuels management is necessary to significantly reduce the risk of transmission of flame or heat sufficient to ignite a structure, and there is no other feasible mitigation measure to reduce the risk of ignition or spread of wildfire to a structure on a parcel. The Fire Code Official shall determine appropriate defensible space distances based upon a visual inspection of the parcel and shall consider all factors that place the structure(s) on the parcel at risk from an approaching fire. These factors shall include, but are not limited to, local weather conditions, fuel type(s), topography, and the environment of the parcel or the structure(s).

6. **Conflicting Requirements.** If any portion of any parcel is subject to overlapping or conflicting local, state, or federal, requirements, the more restrictive requirements, as determined by the Fire Code Official, shall apply.
7. **Modifications.** Compliance with the fuel mitigation requirements of this Article shall not result in the taking of endangered, rare, or threatened plant or animal species, significant erosion, or sedimentation of surface waters. When these or other conditions make it impractical to comply with the fuel mitigation requirements, the person who owns, leases, or controls the parcel(s) shall request that the Fire Code Official grant a modification of the requirements. The Fire Code Official shall have the authority to grant modifications for individual cases, provided that the Fire Code Official shall first make written findings that special individual reasons make the strict letter of this Article impractical and that the modification is in compliance with the intent and purpose of this Article.

8.16.230 – Sale or Transfer of Property

In accordance with Civ. Code, § 1102.19, as it may be amended from time to time, a seller shall, before the close of escrow on the sale of any parcel within the City, provide to the buyer documentation from the Fire Code Official stating that the parcel is currently in compliance with local vegetation management requirements. The Fire Code Official shall have the discretion to accept alternate means and measures to achieve compliance if completion of the required work will delay the sale or transfer of the parcel. If the seller of a parcel has not obtained documentation of compliance in accordance herewith, the seller and the buyer shall enter into a written agreement pursuant to which the buyer agrees to obtain documentation of compliance.

8.16.240 – Open Burning

It shall be unlawful for any person to ignite, permit, or maintain an open fire within the city limits of the City of Grass Valley. This prohibition is not intended to prohibit fires in approved warming device in accordance with Section 8.16.260, or devices used for cooking such as barbeques that are located on property that the individual using such device has legal authority to occupy, including but not limited to City-provided fire pits or barbeques in parks and other public areas.

8.16.250 – Authorized Burning

1. **Training Burns.** Fire Department training burns may be permitted with the prior written approval of the Fire Code Official or an authorized representative and Northern Sierra Air Quality Management District.

2. Special Permits. The Fire Code Official may issue special permits to authorize burning for the health and safety of the public, professional entertainment purposes, or ceremonial purposes.

8.16.260 – Fire Protection Requirements

To provide and maintain fire protection during the use of approved warming devices or during authorized special permit burning, the following shall be required:

1. During use/operation an area within 10 feet of the device shall be free and clear of hazardous vegetation and/or combustible materials.
2. Responsible person, 18 years of age or older, in attendance with shovel until fire is dead out.
3. Water hose connected to an operational water supply shall be present at use/operation site.
4. Operation site shall be within 250' of an operational fire hydrant.
5. Operation site shall be within 150' of a California Fire Code compliant fire apparatus access road.

8.16.270 – Fireworks Prohibitions

The sale, use, and discharge of fireworks, including, but not limited to, safe and sane fireworks, is prohibited within the City. It shall be unlawful for any person to sell, offer for sale, purchase, discharge or otherwise use fireworks within the City except as provided in this Article.

8.16.280 – Fireworks Exceptions

1. Nothing in this Article shall be construed as prohibiting the sale, use, or discharge of any of the following: torpedoes, flares, or fuses by railroad or other transportation or law enforcement agencies for signal purposes; blank cartridges for ceremonial purposes, athletic, or sports events or military ceremonies or demonstrations; fireworks by permittees having a permit as hereinafter provided; agricultural and wildlife fireworks as defined in California Health and Safety Code section 12503; or to those subjects identified in subsections (a) through (d) of California Health and Safety Code section 12540.
2. Public displays of fireworks may be conducted by permit granted pursuant to section 982 of Title 19 of the California Code of Regulations.

8.16.290 – Authority to Inspect

Whenever the Fire Code Official has cause to believe that there exists, or may exist, in or upon any parcel any condition that constitutes a violation of this Article, the Fire Code Official may, with the permission of the parcel's owner, enter such parcel at all reasonable times to inspect the parcel related to enforcement of this Article. If an owner refuses to allow the Fire Code Official to enter, the Fire Code Official may seek assistance from any court of competent jurisdiction in obtaining such entry pursuant to California Code of Civil Procedure sections 1822.50–1822.60.

8.16.300 – Authority to Inspect Property and Request Records

Whenever the Fire Code Official has reasonable cause to believe that there exists or may exist on any parcel any condition which constitutes a violation of this Article, the Fire Code Official is empowered to request a person having an ownership or possessory interest in the parcel to provide records, such as but not limited to, site plans, connection agreements, operations and maintenance records, documentation of waste disposal, etc., as necessary to determine compliance with this Article.

8.16.310 – Enforcement and Administration

Any person having an ownership or possessory interest in a parcel that is in non-compliance with this Article shall be subject to administrative, civil, or criminal liability as provided in this Code. When relying on this Article, the City shall adhere to all procedures set forth in Chapters 1.10 through 1.15 of this Code, including, but not limited to the procedures for notice, service requirements, hearings, appeals, citations and fines.

8.16.320 – Public Nuisance Abatement

Violation of any provision of this Article is hereby declared to be a public nuisance. The Fire Code Official may, in addition to other authorized procedures set forth in this Article, take action to abate such public nuisance pursuant to Chapters 9.28 and 1.10 through 1.15 of this Code.

8.16.330 – Civil Actions

In addition to any other remedies provided in this Article, any violation of this Article may be enforced by civil action brought in the name of the City. In any such action, the City may seek, as appropriate and allowed by law, one or more of the following remedies:

1. A temporary restraining order, preliminary, or permanent injunction;
2. Reimbursement of costs of any investigation, inspection or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing action under this section;
3. Abatement Costs include those incurred in removing, correcting, or terminating the adverse effect(s) of a violation;
4. Compensatory damages for loss or destruction of City property. Costs and damages under this subsection shall be paid to the City and shall be used exclusively for costs associated with enforcing this Article.

8.16.340 – Criminal Actions

Any person violating any of the provisions of this Article shall be guilty of a misdemeanor punishable under [Chapter 1.12](#) of this Code, unless the prosecutor determines the interests of

justice are served by prosecuting it as an infraction. 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.

8.16.350 – Non-Exclusive Remedies

Every remedy available for the enforcement of this Article shall be non-exclusive, and it shall be within the discretion of the City to seek cumulative remedies. Moreover, the remedies available to the City pursuant to this Article shall not limit the right of the City to seek any other remedy that may be available at law or in equity.

8.16.360 – Authority to Promulgate Reasonable Rules and Regulations

The City Manager is authorized to adopt reasonable rules, regulations, and procedures consistent with this Article to enforce, interpret, and carry out this Article. Such rules, regulations and procedures may vary between different areas within the City.

8.16.370 – No Duty to Enforce

Nothing in this Article shall be construed as imposing on the Fire Code Official or the City any duty to issue a Notice to Abate, nor to abate any hazardous vegetation or combustible material, nor to take any other action with regard to any unlawful hazardous vegetation, combustible material, defensible space, burning, or fireworks. Neither the Fire Code Official nor the City shall be held liable for failure to issue a Notice to Abate any unlawful hazardous vegetation, combustible material, defensible space, burning, or fireworks, nor for failure to abate any unlawful hazardous vegetation, combustible material, defensible space, burning, or fireworks, nor for failure to take any other action with regard to any unlawful hazardous vegetation, combustible material, defensible space, burning, or fireworks.



City of Grass Valley
City Council
Agenda Action Sheet

Title: Highway 49 Overpass Transportation Art Project

CEQA: Not a project

Recommendation: That Council 1) direct staff to proceed with the process of a transportation art project application at the proposed site; 2) give feedback on the proposed renders as submitted; 3) solicit public comment on this item as required by the Caltrans Transportation Art process; 4) direct staff to put the renderings and application through the City's mural process.

Prepared by: Lieutenant Brian Blakemore, Police Department

Council Meeting Date: 11/12/2024

Date Prepared: 10/16/2024

Agenda: Administrative

Background Information:

In mid-2021, the City was in the process of assuming care and control from Caltrans, of Colfax Ave. coming into downtown Grass Valley. The termination point of Colfax Ave. at South Auburn Street is a center point of downtown, where numerous artery-streets meet at a 4-way intersection. Arguably, it is the point where residents and visitors first *feel* as though they are in "downtown" Grass Valley.

The downtown landscape in this location is visually appealing from multiple directions; however, the industrial appearance of the Hwy. 49 overpass in that area isn't consistent with downtown's charm. Staff examined how this could be addressed and identified that the overpass and its abutments are an ideal location for a "Transportation Art" project. This art project seeks to have murals painted on the overpass abutments and, in some areas, the underside of the Hwy 49 overpass.

Caltrans maintains care and control of the overpass and its abutments and has an identified process for transforming industrial bridge and overpass structures into canvases for visually appealing art; Transportation Art. Transportation Art projects are approved by Caltrans on an individual basis and must conform to numerous standards, which ensure safety and maintenance needs are not affected. The approval process includes a multi-step permit process. For Council consideration, one requirement in the permit process is that the submitting entity must be the government jurisdiction in which the artwork will stand. If a Transportation Art project is an attractive concept, the Council is asked to provide direction to staff to proceed with developing this project and completing applications. Additional Transportation Art requirements are attached for reference.

Considering the fact that the City does not employ professional artists, staff have met with Brian Chambers, owner of a local art studio and someone who has an extensive network of local artists he works with. Mr. Chambers immediately committed his support for this project and worked with staff to distribute a "call to action" for local artists to submit renderings of proposed artwork consistent with the parameters of the Caltrans Transportation Art requirements. Renderings have been returned, including a submission from local Nisenan

artists. Each rendering was completed by a local artist who resides and works in western Nevada County and calls the Grass Valley area home. Council is asked to provide feedback on the renderings that have been submitted.

Funding for this project is expected to come from grant and donation sources. Currently, an experienced grant writer who works with the Nisenan Tribe, and the art studio owned by Mr. Chambers, is working to identify potential funding.

Consistent with 17.38.080 (F) of the Grass Valley Municipal Code, the Council is asked to solicit public comment on this proposal and give direction to staff to put the renderings and application through the City's mural process.

Council Goals/Objectives: This action executes portions of Strategic Plan (2018) Core Goal-Community & Sense of Place.

Fiscal Impact: Zero up-front cost with grant funding and donations. Upkeep/maintenance costs would be the responsibility of the city. This cost would/could vary depending on weather, vandalism, and other factors.

Funds Available: N/A

Account #: TBD

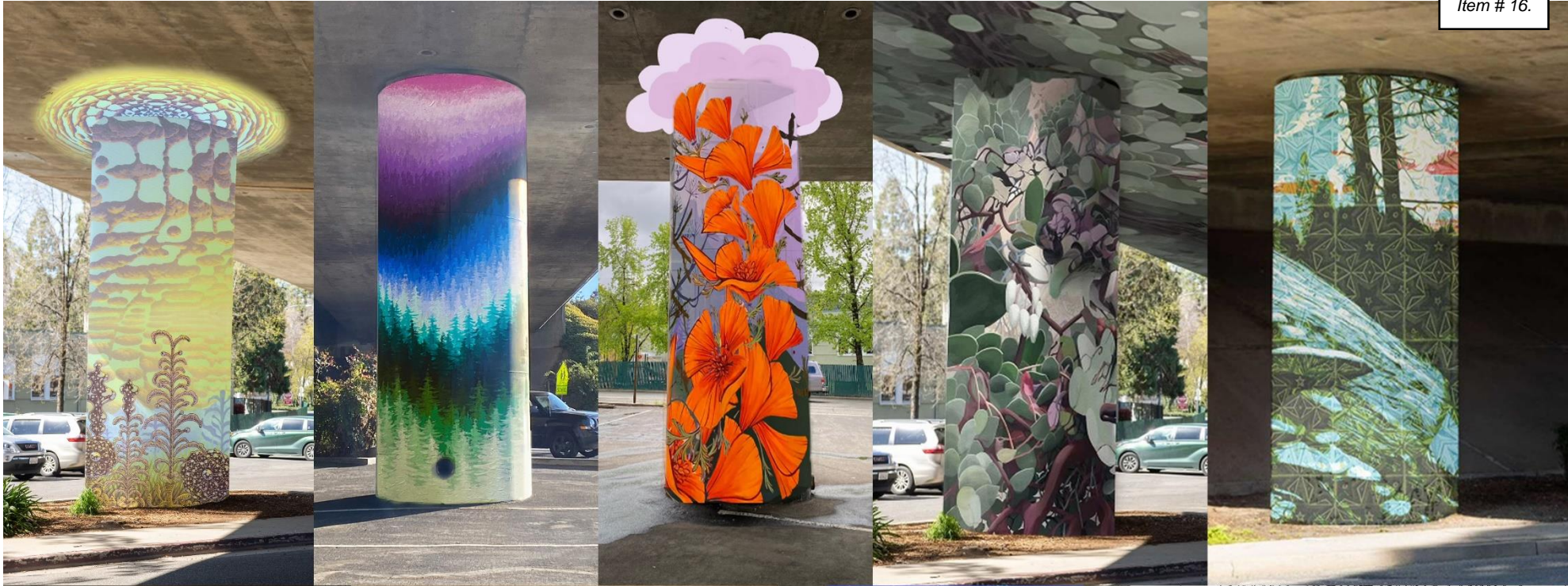
Reviewed by: Tim Kiser, City Manager

Attachments:

1. Caltrans "Transportation Art" guidelines from dot.ca.gov
2. Photos of abutments in current condition
3. Renderings from Artists







RED-SHAFTED MALE FLICKER BIRD SHOWING TAIL FEATHERS, RENOWNED FOR THEIR USE IN MANY NORTHERN CALIFORNIA NATIVE HEADDRESSES

MANZANITA

RED-SHAFTED FEMALE FLICKER BIRD



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[Landscape Architecture and Community Livability](#)

[Transportation Art](#)

Transportation Art

- [Definitions](#)
- [District Transportation Art Coordinators Contact Information](#)
- [Frequently Asked Questions \(F.A.Q.s\)](#)
- [Transportation Art Process Map](#)
- [Transportation Art Guidelines for Local Agencies](#)
- "Transportation Art Proposal" (Application) - For the Transportation Art Proposal (Application) please contact HQ_LAP@dot.ca.gov
- [Encroachment Permit Application](#)
- [Project Development Procedures Manual \(P.D.P.M\)](#)



Photos above show "Before" and "After" the Sacramento Bright Underbelly Project



Photo of Transportation Art in Encinitas, CA.

Transportation Art

Transportation Art:

Transportation Art is a visual expression that reflects the local communities' unique aesthetic, environmental, scenic, historical and cultural values.

Who can propose installation?

A public agency defined as a city, county, incorporated town, tribal government, or non-federally recognized tribe.

What can be proposed?

Transportation Art includes graphic or sculptural artwork, either freestanding or placed upon a required engineered transportation feature and must not contain text.

Where can it be located?

Transportation Art can be free-standing or placed upon required engineered transportation features such as a noise barrier, retaining wall, bridge, bridge abutment, bridge rail, or slope paving.

Transportation Art **must not**:

- Display text
- Simulate color combinations of colors usually reserved for official traffic control devices described in the [Manual on Uniform Traffic Control Devices \(MUTCD\)](#).
- Create a distraction to transportation system users.
- Include distracting illumination.
- include reflective or glaring surface finishes.
- Imitate, obscure, or interfere with traffic control devices.
- Interfere with airspace above the roadway.
- Be placed within State highway right-of-way upon trees, rocks or other natural features.
- Adversely affect existing structures, drainage patterns or stormwater runoff quality, landscaping or natural vegetation.
- Include reflective or glaring surface finishes.

- Include moving elements (kinetic art) or simulate movement.
- Restrict sight distance.
- Display symbols or icons such as flags, logos, or commercial symbols, except as allowed in Sub-article "Sponsor Recognition" of the [Project Development Procedures Manual \(PDPM\)](#) Chapter 29, Section 9.

Transportation Art **must:**

- Include graphics or sculptural artwork that expresses unique attributes of an area's history, resources, or character.
- Be a freestanding structure or integrated with an engineered transportation feature.
- Be appropriate to its proposed setting and be in proper scale with its surroundings.
- Be located where maintenance can be safely performed as specified in the encroachment permit, the maintenance agreement, and in conformance with Caltrans' procedures.
- Be composed of materials that are durable for the projected lifespan.
- Be fully funded for design, installation, maintenance, restoration, and removal by others for its projected lifespan.
- conform to provisions of the [California Outdoor Advertising Act](#).
- Be designed to minimize ongoing maintenance needs. Approved Caltrans protective graffiti coatings may be required if appropriate.
- Be consistent with Headquarters Division of Maintenance-Structure Maintenance and Investigations inspection requirements, including the following:
 - Paint used on structures should not fill or obscure cracks. Latex or other flexible type paints may be used on concrete structures only with written permission from the Headquarters Division of Maintenance-Structure Maintenance and Investigations.
 - Painting of steel structures will only be permitted with written permission from the Headquarters Division of Maintenance-Structure Maintenance and Investigations.
 - Painted art should avoid load-carrying, stress-bearing structural members including, but not limited to bridge girders, soffits, columns, and piers. Wing walls and abutments are preferred locations for painted art.
 - Artwork must not hinder inspection of bridges, retaining walls, and other structures.
 - To facilitate Caltrans' inspection, mural art may be placed on removable panels.
 - Chipping, blasting, or modifying existing concrete surfaces is prohibited, unless required by Division of Maintenance-Structure Maintenance and Investigations.

Statewide Campaigns

▶ [ADA Access](#)

▶ [Cal OES: Power Outage and Fire Recovery Resources](#)

- ▶ [Adopt-A-Highway](#)
- ▶ [Amber Alert](#)
- ▶ [Be Work Zone Alert](#)
- ▶ [CAL FIRE](#)

- ▶ [California Climate Investments](#)
- ▶ [California Connected](#)
- ▶ [California Transportation Plan 2050](#)

- ▶ [Clean California](#)
- ▶ [Energy Upgrade](#)
- ▶ [Go Safely California](#)
- ▶ [HeatReadyCA.com](#)
- ▶ [Move Over Law](#)

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City of Grass Valley City Council Agenda Action Sheet

Title: Downtown Parking

CEQA: Not a Project

Recommendation: That Council 1) authorize a contract with Dixon Resources Unlimited for \$22,940.00 for parking consultant services; 2) authorize the City Manager to execute the agreement, subject to legal review; and 3) authorize the Administrative Services Director to transfer funds from the FY 2024/25 contingency to fund the proposed agreement.

Prepared by: Tim Kiser, City Manager

Council Meeting Date: 11/12/2024

Date Prepared: 11/06/2024

Agenda: Administrative

Background Information: Despite recent efforts to increase parking capacity, including the addition of 33 new spaces at the Mill Street Parking Lot, securing an additional 25 spaces, and restriping existing lots over the years, there remains a need to address the ongoing demand for parking. There is also interest in exploring options to increase parking turnover and reduce employee use of prime parking spaces.

To address these needs in our downtown area, staff proposes hiring a consultant to provide comprehensive parking consulting services.

The consultant's scope of work will include an operational needs assessment covering all aspects of parking management, including on-street and off-street parking operations, parking technology, and enforcement. They will also evaluate the Mill Street Parking Lot to identify options for optimal use. Additionally, the consultant will review and recommend updates to the municipal code as it pertains to parking.

Attached for the Council's review is a proposal from Dixon Resources Unlimited, outlining their approach and scope of services.

Council Goals/Objectives: The study on parking executes portions of work tasks towards achieving/maintaining Strategic Plan goals - Community & Sense of Place, and Economic Development and Vitality.

Fiscal Impact: There is sufficient contingency in the FY 2024/25 budget for the subject activity.

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments: N/A

Proposal

Parking Consultant Services

City of Grass Valley
October 2, 2024

Proposal for Parking Consultant Services

To: City of Grass Valley
From: Dixon Resources Unlimited
Date: October 2, 2024
Subject: Proposal for Parking Consultant Services – City of Grass Valley

Dixon Resources Unlimited (DIXON) is pleased to submit this proposal to provide parking consulting services to the City of Grass Valley (City). Our uniquely qualified firm specializes in supporting parking and mobility programs across the country, consistently proving our ability to identify and implement operations, management, and technology recommendations to transition municipal parking operations to long-term, sustainable programs.

Proposed Scope of Services

The following work plan details the technical approach, methodology, specific tasks, and associated deliverables that our team may perform.

Task 1. Operational Needs Assessment

DIXON has played a key role in evaluating and supporting all aspects of parking programs, including on-street and off-street parking operations, parking technology assessment and roadmaps, parking enforcement and citation management, wayfinding programs, parking demand and occupancy, the solicitation and implementation of new and emerging parking technologies, and the development of comprehensive, long-term parking management plans.

Task 1.1 Project Management. An initial virtual project kick-off meeting will allow our team to prioritize objectives and tasks, finalize the schedule and timeline for milestone deliverables, and introduce key internal stakeholders to our team. We will conduct bi-weekly project calls, throughout the project.

Task 1.2 Review of Existing Materials. Our team will review all relevant documents, maps, previous studies, and Municipal Code sections.

Task 1.3 On-site Existing Conditions Review. We will be on-site for one (1) day. During that time, our team will assess current parking areas, including on- and off-street public parking locations. We will tour facilities, conduct ride-alongs, and meet with key staff to address the City’s immediate needs. We will document and review posted regulations and time limits, parking rates and hours, and observed utilization, compliance, enforcement, and congestion of parking areas.

Task 1.4 Meter Placement. While on-site, we will review the City’s existing meter placement, particularly in the trouble spot areas identified by the City. We will review and provide meter placement recommendations and best practices within our Operational Memo.

Task 1.5. Review of Off-Street Facilities We will evaluate the two new public parking lots specifically identified by the City. We will evaluate opportunities and best practices to manage these lots, encourage employee parking, and consider the concerns voiced by the neighboring communities.

Task 1.6 Operational Memo. We will prepare an operational memo outlining key findings and our initial recommendations. We will focus on technology recommendations, specifically for parking availability applications, including opportunities to integrate with the City’s existing vendor systems. Our recommendations and best practices for meter placement will also be outlined in the memo.

Task 1. Deliverables

- Includes a virtual project kickoff meeting.
- Includes approximately three (3) months of project management and coordination.
- Review of existing materials and background documents.
- Includes one (1) day on-site, including meetings with City staff.
- Review of targeted meters to assess meter placement
- Evaluate two new off-street parking lots
- Prepare draft and final Operational Memo.

Task 2. Municipal Code Update

DIXON will work with City staff to identify potential updates to the City’s municipal code, based on industry best practices and our expertise. We will prepare draft language to future proof codes and policies and accommodate the growth and optimization of the City’s parking and enforcement operations.

Task 2.1 Draft Municipal Code Recommendations. DIXON will conduct a review of the City’s parking-related municipal codes and begin to outline initial recommendations for code language updates related to parking and enforcement operations, including but not limited to the use of technology and modern curb management practices. We will prepare a draft ordinance, with recommended policy and code updates, and virtually present those recommendations to City staff for review and comments. We will incorporate that feedback into a final set of municipal code language updates and submit them to the City for review and consideration.

Task 2.2 In-Person Presentation to City Council. DIXON is prepared to present the draft ordinance and code updates in-person at one City Council meeting.

Task 2. Deliverables

- Conduct a review of the City’s parking-related codes and policies.
- Develop a draft ordinance and present the recommended code updates to City staff during a virtual meeting.
- Incorporate staff feedback into a final set of recommended code updates and submit them to the City.
- In-person presentation to City Council.

Cost Proposal

This cost proposal is based on a Time & Materials (T&M) approach. We are adaptive to the City’s needs and will customize our solution to focus on what the City needs to achieve its objectives and to ensure that all deliverables are completed within the agreed-upon budget and timing to suit the City’s evolving priorities. The budget includes all required travel or related expenses, which are based upon GSA standards and will be billed per City requirements.

DIXON Hourly Rates

The following table provides the hourly rates for all DIXON classification groups:

Classification	Labor Rate Per Hour
Principal-in-Charge	\$245
Principal Consultant	\$225
Senior Associate	\$175
Associate / Data Analyst	\$155
Junior Associate	\$115
Data Collector	\$75

Cost Estimate

The total estimated not to exceed costs per Task are detailed below:

Cost Estimate: DIXON Time & Materials Fee		
Task	Description	Estimated Cost (NTE)
1	<p>Operational Needs Assessment</p> <ul style="list-style-type: none"> Includes a virtual project kickoff meeting. Includes approximately three (3) months of project management and coordination. Review of existing materials and background documents. Includes one (1) day on-site, including meetings with City staff. Targeted review of specific meter placement Evaluate two new off-street lots. Prepare draft and final Operational Memo 	\$14,835
2	<p>Municipal Code Update</p> <ul style="list-style-type: none"> Conduct a review of the City’s parking-related codes and policies. Develop a draft ordinance and present the recommended code updates to City staff during a virtual meeting. Incorporate staff feedback into a final set of recommended code updates and submit them to the City. In-person presentation to City Council 	\$8,105
	Total	\$22,940