



GRASS VALLEY

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

Tuesday, August 25, 2026 at 6:00 PM

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

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

E-Mail: info@cityofgrassvalley.com

Web Site: www.cityofgrassvalley.com

AGENDA

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

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

MEETING NOTICE

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

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

Members of the public are encouraged to submit public comments via voicemail at (530) 274-4390 and email to public@cityofgrassvalley.com. Comments will be reviewed and distributed before the meeting if received by 5pm. Comments received after that will be addressed during the item and/or at the end of the meeting. Council will have the option to modify their action on items based on comments received. Action may be taken on any agenda item.

Agenda materials, staff reports, and background information related to regular agenda items are available on the City's website: www.cityofgrassvalley.com. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Grass Valley website at www.cityofgrassvalley.com, subject to City staff's ability to post the documents before the meeting.

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

REPORT OUT OF CLOSED SESSION

INTRODUCTIONS AND PRESENTATIONS

1. Proclamation for InConcert Sierra's 80th Anniversary

CITY UPDATE

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

PUBLIC COMMENT - *Members of the public are encouraged to submit comments by email to public@cityofgrassvalley.com, voicemail at (530) 274-4390, or in person. All comments received by 5:00 p.m. on the day of the meeting will be distributed to the City Council and included in the meeting record. Voicemails received after 5:00 p.m. may be played during the meeting if the audio is clear and understandable; if not, a transcript will be distributed to the Council following the meeting and included in the record. Written or emailed comments received after 5:00 p.m. will be distributed to the Council following the meeting and included in the record; staff will not read written or emailed comments aloud during the meeting. Public comments are limited to three minutes per person. For general public comment on matters not on the agenda, speaker cards are available at the City Clerk's desk and must be submitted before the public comment period begins. Comments on scheduled agenda items may be made from the podium when the item is announced. Thirty minutes will be provided for general public comment, with any remaining comments heard at the end of the meeting. Action may be taken on any agenda item.*

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

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

Recommendation: Council approve minutes as submitted.

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

CEQA: N/A - Not a Project

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

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

CEQA: Not a project

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

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

CEQA: Categorically Exempt - Section 15301, 15303 & 15322

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

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

CEQA: Categorically Exempt - Class 12 Surplus Property

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

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

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

CEQA: Not a project

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

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, August 25, 2026, at 6:00 p.m., was posted at city hall, easily accessible to the public, as of 5:00 p.m. Friday, August 21, 2026.

Taylor Whittingslow, City Clerk



PROCLAMATION

Honoring InConcert Sierra's 80th Anniversary
August 2026

WHEREAS, InConcert Sierra, originally founded as the Twin Cities Concert Association in 1946, is celebrating its 80th Anniversary, marking eight decades of service to the people of Grass Valley and Nevada County through musical performances, education, and cultural enrichment; and

WHEREAS, it was established under the auspices of the Grass Valley–Nevada County Chamber of Commerce at the historic Bret Harte Hotel in Grass Valley, with the vision of bringing world-class music to a post-war community eager to embrace and expand the arts and culture; and

WHEREAS, for 80 years, the organization has remained dedicated to that founding vision, evolving into InConcert Sierra and enriching the cultural life of our region by presenting musicians and performances while fostering a lifelong appreciation for music to audiences of all ages; and

WHEREAS, InConcert Sierra has become a part of the cultural fabric of Grass Valley & Nevada County, connecting generations of residents through shared experience of music demonstrating the important role that the arts play in creating an engaged, and thriving community; and

WHEREAS, InConcert Sierra continues to expand its artistic reach through new programming, residencies, and collaborations with nationally recognized organizations, including the Chamber Music Society of Lincoln Center in New York, the American Piano Awards in Indianapolis, and other prominent institutions, bringing extraordinary musical opportunities to our community; and

WHEREAS, the City of Grass Valley recognizes and celebrates the countless musicians, educators, volunteers, donors, board members, staff, patrons, and community partners whose dedication over the past eight decades has sustained InConcert Sierra and made this extraordinary milestone possible.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Grass Valley hereby congratulates InConcert Sierra on its 80th Anniversary and recognizes its outstanding contributions to the arts, culture, and quality of life in Grass Valley and throughout Nevada County.

Dated this 12th day of May 2026

Hilary Hodge, Mayor

Haven Caravelli, Vice Mayor

Jan Arbuckle, Council Member

Joseph Bonomolo, Council Member

Thomas Ivy, Council Member



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MINUTES

CALL TO ORDER

Meeting called to order at 6:03 pm

PLEDGE OF ALLEGIANCE

Mayor Hodge led the pledge of allegiance.

ROLL CALL

PRESENT

Councilmember Jan Arbuckle

Councilmember Joe Bonomolo

Councilmember Tom Ivy

Mayor Hilary Hodge

ABSENT

Vice Mayor Haven Caravelli

AGENDA APPROVAL -

Motion made to approve the agenda as submitted by Councilmember Arbuckle, Seconded by Councilmember Bonomolo.

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

REPORT OUT OF CLOSED SESSION

Nothing to report out of closed session.

INTRODUCTIONS AND PRESENTATIONS

1. Police Department Update on ALPR Readers

CITY UPDATE

PUBLIC COMMENT -

Virtual Public Comments attached.

In person Speakers: 1 thur 24 (with noted changes no speakers 8, 9, 19)

CONSENT ITEMS -

Motion made to approve consent with removal of item #3 by Councilmember Ivy.
 Voting Yea: Councilmember Arbuckle, Councilmember Bonomolo, Councilmember Ivy, Mayor Hodge

2. Approval of the Regular Meeting Minutes of July 28, 2026

Recommendation: Council approve minutes as submitted.

3. Park Restroom Security Contract

CEQA: Not a project

Recommendation: That the City Council 1) authorize staff to execute an agreement with Gold Country Security, subject to legal review; and 2) authorize the Finance Director to make any necessary budget adjustments and/or transfers to implement this agreement.

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

4. Amend the MOU between Nevada County and Nevada City pertaining to terms of remaining PLHA funds

CEQA: Consideration of an Addendum to the MOU partnership for administration of remaining PLHA funds is not a project under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(4) because the MOU does not commit the City to any specific physical project

Recommendation: Authorize the Mayor to sign the amended MOU between Nevada County and Nevada City pertaining to terms of remaining PLHA funds.

Amy Wolfson, City Planner, gave update on the item.

Public Comment: Tyler Barrington

Motion made to Authorize the Mayor to sign the amended MOU between Nevada County and Nevada City pertaining to terms of remaining PLHA funds by Councilmember Ivy, Seconded by Councilmember Arbuckle.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

5. Centreville Bike Park Project- Project Update and Approval

CEQA: Categorically Exempt - Section 15303, 15304

Recommendation: That Council 1) approve the proposed project design and site layout, 2) approve that the Centreville Bike Park Project is exempt from California Environmental Quality Act under Class 3 and Class 4 Categorical Exemptions, and 3) authorize Staff to file a Notice of Exemption with the Nevada County Clerk Recorder.

Bjorn Jones, City Engineer, gave update to the Council.

Public Comment: Katherine Thompson, Don Ravines, Barbra Ravines, unknown, Matthew Coulter

Motion made to 1) approve the proposed project design and site layout, 2) approve that the Centreville Bike Park Project is exempt from California Environmental Quality Act under Class 3 and Class 4 Categorical Exemptions, and 3) authorize Staff to file a Notice of Exemption with the Nevada County Clerk Recorder. by Councilmember Arbuckle, Seconded by Councilmember Bonomolo.
Voting Yea: Councilmember Arbuckle, Councilmember Bonomolo, Councilmember Ivy, Mayor Hodge

CONTINUATION OF PUBLIC COMMENT

BRIEF REPORTS BY COUNCIL MEMBERS

Councilmember Bonomolo wanted to say a thank you for those who came out. Councilmember Ivy attended pre-development meeting for Biomass facility, RFP for trail planning grant, Community Foundation of Nevada County looking at a COAD, and requests that we agenzized a meeting for funding for the COAD initiative. Councilmember Arbuckle attended the national night out, push in ceremony for the Fire Engine, league of Cal Cities meeting here in Grass Valley, off broad street. Mayor Hodge attended off broad street performance, thank you to the community, and will not be re-running.

ADJOURN

Meeting was adjourned at 7:56 pm.

Hilary Hodge, Mayor

Taylor Whittingslow, City Clerk

Adopted on:_____



CITY OF GRASS VALLEY CITY COUNCIL MEETING

Item # 3.

GENERAL PUBLIC COMMENT SIGN IN SHEET

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

When you are recognized by the mayor:

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

Thank you for your participation.

8/11/2020

#'s	Print Name or N/A	Address (optional)	Self/Business (optional)
• 1	Brian Gunnison		Self
• 2	Allyssa Borich		Self
• 3	TOMY MEISER		
• 4	Jason Scallan		Self
• 5	Paul Coddington		
• 6	Devin Burfield		Self
• 7	N/A		SELF
X 8	Susan McKinney		Self
X 9	GORDON GOSSAK		Self
• 10	Kelsey Nover		Self
• 11	Mysti Irwin		Self
• 12	Matt Johnson		Self
• 13	Kyle Heide		Self
• 14	DAVID STECKLEY		Self

#'s	Print Name or N/A	Address (optional)	Self/Business (optional)
15	Roger Dean		
16	Violet Smyth		self
17	N/A		
18	Caleb Everske		Self-biz
19	J Lynch		
20	Graw		
21	Ben Ben		
22	Bear		
23	Don Rivas		
24	Barbara Rivas		
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PO Box 972, Cedar Ridge, CA 95924-0972
 www.cea-nc.org / email: info@cea-nc.org

Good evening, Council members
 Don Rivenes Grass Valley
 representing Community Environmental Advocates Foundation
 Re: Centreville Road Bike Park

I question the decision to avoid CEQA compliance quoting class 3 and 4 exceptions.

CEQA

CEQA Class 4 exemption consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes.

On 7/16/26 City workers had dozer equipment and cleared the land on the parcel adjacent to Wolf Creek of all trees and vegetation, leaving it one big scraped dirt area. How will the run-off from the exposed parking parcel be controlled to prevent turbidity of the creek which affects the dissolved oxygen necessary for healthy creek biodiversity?

CEQA Class 3 exemption: New Construction or Conversion of Small Structures (§15303)

Categorical Exemption Part C. Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

It looks like this proposal will put impermeable pavement on > 50% of this parcel.

Creek setbacks

Grass Valley Development Code 17.50.040

A. Watercourse setback requirement. Each proposed structure shall be set back 30 feet from the top of the bank.

C: Use of required setback. A path or trail may be within a watercourse setback; however, no other structure, road, parking access or space, paved area, or swimming pool shall be constructed within a watercourse or watercourse setback."

There are multiple proposed constructed features that appear to be placed near a 30-foot setback from both Olympia and Wolf Creeks - the All-Wheel Track itself, the Pickleball Courts, the Asphalt Parking, the Shade Pavilion/Central Picnic area. This is a

narrow lot with two creeks, so setbacks don't leave much space for any kind of development.

Funding

Funding for the park comes from Measure E, a city-wide 1 percent special sales tax approved by voters in June 2018 to fund police, fire, park improvements, and street repairs. Is this really the park improvements that were voted for?

How about just a park with plants, trees and hiking paths instead of an asphalt park?

Thank you

Don Rivenes

Don Rivenes
108 Bridger Ct
Gras Valley CA 95945

Taylor Whittingslow

From: K Ram [REDACTED] >
Sent: Tuesday, August 11, 2026 5:52 PM
To: Public Comments
Subject: Cancel GV's contract with Flock/other surveillance tech companies

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

CAUTION: External sender. Do not click links or open attachments unless you trust the sender. **Suspicious?** Use the "Report" button in Outlook.

Dear Council members,

I am writing to strongly urge you to cancel your contract with Flock "Safety," which doesn't keep us safe at all. I never agreed to be consistently surveilled while I am in the city of Grass Valley (I live in Nevada City, but regularly drive on routes with Flock cameras, and I shop and go to GV regularly). Not only that, this technology has allowed for many cited and reported abuses, often by law enforcement, as well as the CEO and employees of Flock. The abuses include using the technology to stalk women, spy on children, and harass the general public. Even if this technology was solely being used to read licence plates, which it isn't, there has never been accountability or transparency in receiving consent by the public on the part of GV officials or law enforcement to spy on the populous, nor to allow almost any body or individual outside of our community to spy on our populous.

Not only do I want GV officials to cancel their contract with Flock, but there must be no other contracts or agreements with any other company perpetrating mass surveillance, now or in the future, and all Flock cameras must be dismantled immediately.

Thank you for your time,
Keren Ram

Taylor Whittingslow

From: Susan Hopkins [REDACTED]
Sent: Tuesday, August 11, 2026 5:22 PM
To: Public Comments
Subject: Flock Cameras - please read between 5:00 and 6:00 PM

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

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On Aug 11, 2026, at 10:13 AM, Susan Hopkins <susandhpeace@gmail.com> wrote:

August 11, 2026

To: Grass Valley City Council Members

Hilary Hodge, Mayor

Haven Caravelli

Jan Arbuckle

Joe Bonomolo

Tom Ivy

Greetings!

As a resident of Nevada County, I wish to express my deep concern regarding the Flock Cameras in the City of Grass Valley. By such invasive monitoring, the cameras compromise our privacy, cause undue anxiety, and put the public at risk. Please vote to have them removed.

Thank you! Susan Hopkins, 12959 Woolman Lane, Nevada City, CA

Taylor Whittingslow

From: Jamie D [REDACTED]
Sent: Tuesday, August 11, 2026 5:01 PM
To: Public Comments
Subject: My public comment for the August 11,2026 Grass valley City Council meeting re: Flock cameras

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

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My public comment for the August 11,2026 Grass valley City Council meeting re: Flock cameras

I do not want Flock cameras in my community, city, state or country. It's a violation of privacy and they are proven to be misused.

Jamie D
Grass Valley, CA

Taylor Whittingslow

From: Don Frazer [REDACTED]
Sent: Tuesday, August 11, 2026 5:01 PM
To: Public Comments
Subject: Flock

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

CAUTION: External sender. Do not click links or open attachments unless you trust the sender. Suspicious? Use the "Report" button in Outlook.

My name is Don Frazer. I would very much like to see Grass Valley end their contract with Flock and remove all the Cameras. They are unnecessary. They are a huge invasion of privacy. We have existed as a City for decades without them. We do not need them now. They can be accessed by government agencies without permission. I believe that they can track people's phones. Someone may say no they can't, but who knows what kind of software has been or ca. be remotely installed.

We do not need them. Any benefit is out weighed by the risk.

Thank you for your attention to this matter.

Don Frazer

Sent from my iPhone

Taylor Whittingslow

From: Rhys Crowell [REDACTED]
Sent: Tuesday, August 11, 2026 5:00 PM
To: Public Comments
Subject: Flock comment for Agenda or Public Comment

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

CAUTION: External sender. Do not click links or open attachments unless you trust the sender. **Suspicious?** Use the "Report" button in Outlook.

It is not enough to terminate the contract and keep cameras. The ACLU has come hard at this and understands that cameras, capturing our movements, are violations of our rights. These rights can and will held in court cases. We want a firm decision to respect the residents of Nevada County and give us our rights to privacy. End the lazy tech policing as you will never be able to protect our data from misuse. Unless you hire constant data monitoring professionals, you will never be able to protect the data. This is a battle you don't want to die on. We will win, should it ever be taken to court. Our rights are violated. Make the change before you are paying us for the violations of our laws.

Resa Crowell, Grass Valley
Sent with [Proton Mail](#) secure email.

Taylor Whittingslow

From: Tracey Stirling [REDACTED]
Sent: Tuesday, August 11, 2026 4:59 PM
To: Public Comments
Subject: Against flock cameras

CAUTION: External sender. Do not click links or open attachments unless you trust the sender. Suspicious? Use the "Report" button in Outlook.

To whom it may concern. I have been a resident of Grass Valley and Nevada County for almost 20 years and I am completely against the use and installation of flock cameras. In my opinion they are an invasion of privacy and pose many risks and threats to not only personal privacy but to the security of our entire country. As a long time resident I hope you will consider the voices of the many many residents who are against the renewal of the flock cameras contract and to remove them immediately.

Sincerely
Tracey Stirling

Taylor Whittingslow

From: Jon Hioki [REDACTED]
Sent: Tuesday, August 11, 2026 4:53 PM
To: Public Comments
Subject: Public comment for August 11, 2026

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My name is Jon Hioki and I am a resident of Grass Valley. I am writing to urge the city council to do whatever is necessary to remove Flock cameras from our city.

No matter how much this technology is touted as a "tool for crime prevention", the information these cameras track and record can easily be used in nefarious ways by whomever obtains the information. They say the data is not sold, but where is the proof? We should just trust this company that the data is protected? Has that ever been the case?

The surveillance state our country has turned into will only harm our neighbors and our community. We need them removed from Grass Valley immediately.

Thank you,
Jon Hioki

Taylor Whittingslow

From: Itara O'Connell [REDACTED]
Sent: Tuesday, August 11, 2026 4:34 PM
To: Public Comments
Subject: Public comment

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NO FLOCK CAMERAS. The surveillance state is out of control. Itara O'Connell, Grass Valley, CA

Taylor Whittingslow

From: WIRELESS CALLER - Voicemail box 8880 <noreply@voicemail.goto.com>
Sent: Tuesday, August 11, 2026 4:34 PM
To: Public Comments
Subject: Voicemail from WIRELESS CALLER at [REDACTED] on Aug 11 2026 4:31 PM
Attachments: 1786491110-00001a87.mp3



You received a new voicemail message



New voicemail message

Time: Tuesday, August 11 2026 4:31 PM

From: WIRELESS CALLER [REDACTED]

Duration: 53 seconds

Voicemail box: 8880

Transcript: Hi, my name is Shane Campbell. I live in Grass Valley. I tried to leave a voicemail earlier and the system hung up on me early. I didn't get more than a minute in. Anyways, I want to just say that FLOC needs to go. The CEO of FLOC at one point about a year ago promised that FLOC had no federal contracts whatsoever, none. Reporting two months later showed that They had a secret pilot program with the DHS. These cameras are sharing information illegally. And the company, most of all, is not trustworthy. They're, yeah, that's it. That's the long and short of it. Thank you.

[Rate this transcript's accuracy](#)



Mailbox Capacity: 97/99 available

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Taylor Whittingslow

From: Chauncey Jo Quam [REDACTED]
Sent: Tuesday, August 11, 2026 4:33 PM
To: Public Comments
Subject: Public Comment regarding ALPRs in City of Grass Valley

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Hello Council,

I appreciate you all taking time to hear the concerns of your community regarding ALPRs and their impact on our community. I am writing to include in discussion the negative fiscal impact ALPRs are already causing for our neighboring city of Roseville.

A review of the FLOCK alerts sent to Roseville's police department from 2023-2024 documented that 71% of the alerts were false identifications by the ALPR system (1). Dispatching police resources to incorrect identifications is impudent to taxpayers of Grass Valley and frivolous for the overworked officers being dispatched to false cases. ALPRs drain costly police budgets dispatching police on false alerts. Communities are also arguably less safe when police are removed from patrol to physically pursue falsely identified citizens. It also is a cost to our community as a whole when 71% of the alerts are innocent citizens being wrongly targeted by officers.

I encourage the Council to make the prudent economic decision for our towns fiscal budget and reconsider the use of ALPRs within our city.

Thank you for your time.

Chauncey Quam

Economics and Policy, BS, UC Berkeley
 (530) 310-4455 | Chauncey@berkeley.edu
[LinkedIn](#)

Citations:

(1)

<https://www.businessinsider.com/flock-camera-misread-license-plate-reader-california-roseville-police-2026-7>

Taylor Whittingslow

From: sky guy [REDACTED]
Sent: Tuesday, August 11, 2026 4:00 PM
To: Public Comments
Subject: ALPR's

CAUTION: External sender. Do not click links or open attachments unless you trust the sender. Suspicious? Use the "Report" button in Outlook.

to the city of grass valley.

my name is Noah and i am 26 years old.

i have lived in grass valley for 20 years and this is the first time i have submitted a public comment. i am writing this message because i feel the subject is so important it requires something to be said. having cameras by the company flock safety in the city i have grown up in and love, does not make me feel safe. in fact it does the opposite. please hear mine and the words of the people who attend the meeting tonight. we do not want these cameras in our city.

thank you.

Taylor Whittingslow

From: Holistic Trauma Recovery Institute [REDACTED]
Sent: Tuesday, August 11, 2026 2:52 PM
To: Public Comments
Subject: Public Comment for City Council Meeting on 8/11/26 Opposition to Flock Safety Surveillance

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

CAUTION: External sender. Do not click links or open attachments unless you trust the sender. **Suspicious?** Use the "Report" button in Outlook.

Dear Mayor and Members of the City Council,

My name is Schuyler Bright I am a resident of the Grass Valley area. I am writing to express my strong opposition to the deployment or expansion of Flock.

While public safety is important, mass surveillance systems like Flock pose serious risks to our civil liberties and privacy without proving to be an effective long-term deterrent to crime. Here are my primary concerns:

Mass Surveillance: These cameras log the movement of everyday citizens who are not suspected of any crime, creating an invasive database of our daily routines.

Data Privacy Risks: Third-party storage of location data opens the door to potential data breaches, hacking, and unauthorized tracking.

Lack of Oversight: Deploying this technology without strict, independent oversight and clear data-deletion policies can lead to misuse and "mission creep" over time.

Our city should invest in community-proven safety programs rather than outsourcing our public spaces to private surveillance corporations. I urge the City Council to reject the use of Flock technology and prioritize solutions that protect both public safety and privacy.

Thank you for your time and consideration of my comments.

Sincerely,

Schuyler Bright, ASW #125584

C-IAYT, CAS, CMT

13498 Red Dog Rd

Deer Creek Park

Taylor Whittingslow

From: Shane Campbell [REDACTED]
Sent: Tuesday, August 11, 2026 1:57 PM
To: Public Comments
Subject: Voicemail box glitched

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

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Shane here, left a message and the voicemail box glitched, said thank you and hung up.

Please delete my voice memo, but do record that I am a grass valley resident who wants these cameras gone.

Thank you

Taylor Whittingslow

From: WIRELESS CALLER - Voicemail box 8880 <noreply@voicemail.goto.com>
Sent: Tuesday, August 11, 2026 1:56 PM
To: Public Comments
Subject: Voicemail from WIRELESS CALLER at [REDACTED] on Aug 11 2026 1:54 PM
Attachments: 1786481691-0000183c.mp3



You received a new voicemail message



New voicemail message

Time: Tuesday, August 11 2026 1:54 PM

From: WIRELESS CALLER [REDACTED]

Duration: 29 seconds

Voicemail box: 8880

Transcript: My name is Shane Campbell. I live in Grass Valley. I am calling because flock cameras are a hazard to our community and need to be removed. It's really as simple as that. There are numerous cities

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Taylor Whittingslow

From: Kris Lawrence [REDACTED]
Sent: Tuesday, August 11, 2026 1:50 PM
To: Public Comments
Subject: Subject: Public Comment for City Council Meeting on 8/11/26 Opposition to Flock Safety Surveillance

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Dear Mayor and Members of the City Council,

My name is Kris Lawrence, and I am a resident of Grass Valley. I am writing to express my strong opposition to the deployment or expansion of Flock.

While public safety is a priority, mass surveillance systems like Flock pose serious risks to our civil liberties and privacy without proving to be an effective long-term deterrent to crime. Here are my primary concerns:

Mass Surveillance: These cameras log the movement of everyday citizens who are not suspected of any crime, creating an invasive database of our daily routines.

Data Privacy Risks: Third-party storage of location data opens the door to potential data breaches, hacking, and unauthorized tracking.

Lack of Oversight: Deploying this technology without strict, independent oversight and clear data-deletion policies can lead to misuse and "mission creep" over time.

Our city should invest in community-proven safety programs rather than outsourcing our public spaces to private surveillance corporations. I urge the City Council to reject the use of Flock technology and prioritize solutions that protect both public safety and privacy.

Thank you for your time and consideration of my comments.

Sincerely,
Kris Lawrence
15971 Mount Olive Road
Grass Valley Ca 95949

Kris Lawrence, LPT
Licensed Psychiatric Technician
Providence-Homeless Intervention

A: 333 Crown Point Cir Suite 110, Grass Valley, CA 95945
T: 530-273-5440 | **F:** (530) 273-2897
D: tel: +19168401235;ext=1235 | C: 916-709-5791
E: KrisLawrence@tpcp.org



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Taylor Whittingslow

From: CHRIS Houston [REDACTED]
Sent: Tuesday, August 11, 2026 12:46 PM
To: Public Comments

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Sent from my iPhone
Christine Houston

Taylor Whittingslow

From: Elise Strickler [REDACTED]
Sent: Tuesday, August 11, 2026 11:09 AM
To: Public Comments
Subject: ALPR Public Comment

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Hello Council Members,

I am writing respectfully to express my concern regarding surveillance cameras in our community, specifically Flock's automated license plate readers (ALPRs).

You have heard many valid concerns around privacy and utilization, and I want to echo all of those concerns.

We as a society have allowed and accepted hundreds of micro-decisions that result in the incremental loss of privacy, often for the sake of convenience. The request to remove these surveillance cameras may seem counterintuitive, since our modern infrastructure often makes opting out of digital tracking nearly impossible. But when we have the choice not to track our community members, we should take it. The presentation stated that Flock doesn't track people, but the examples given in presentations prove otherwise. Just because it says it doesn't use facial recognition, that isn't the only way to track people.

When we have the choice to prioritize privacy rather than steer our community further into a surveillance state, we should make that choice.

I've heard the argument, "I'm not doing anything wrong, so why should I worry?" But what happens when the definition of "wrong" changes — at the local, state, or federal level?

There are many nuances to this conversation, and I'm happy to discuss it further.

My request, as a local resident, is that you cancel this contract and do not enter into a new one with a different vendor.

Thank you,
Elise Strickler

Taylor Whittingslow

From: Susan Hopkins [REDACTED]
Sent: Tuesday, August 11, 2026 10:13 AM
To: Public Comments
Subject: Flock Cameras - please vote to remove

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August 11, 2026

To: Grass Valley City Council Members

Hilary Hodge, Mayor

Haven Caravelli

Jan Arbuckle

Joe Bonomolo

Tom Ivy

Greetings!

I wish to express my deep concern regarding the Flock Cameras in the City of Grass Valley. By such invasive monitoring, the cameras compromise our privacy, cause undue anxiety, and put the public at risk. Please vote to have them removed.

Thank you! Susan Hopkins

Taylor Whittingslow

From: MAYA BORHANI - Voicemail box 8880 <noreply@voicemail.goto.com>
Sent: Tuesday, August 11, 2026 10:06 AM
To: Public Comments
Subject: Voicemail from MAYA BORHANI at [REDACTED] on Aug 11 2026 10:01 AM
Attachments: 1786467719-00001428.mp3



You received a new voicemail message



New voicemail message

Time: Tuesday, August 11 2026 10:01 AM

From: MAYA BORHANI [REDACTED]

Duration: 2 minutes 22 seconds

Voicemail box: 8880

Transcript:

Hi. Good morning. It's 10 a.m. on August 11th, Tuesday. I would like to submit a comment for tonight's meeting, which is a strong no, please reject. Do not sign a contract, or if you've signed it, please rescind that contract to have ALPR cameras installed in the city of Grass Valley. No, no, no. Many of us are really against this. We don't believe the technology has been fully vetted and it's not going to just be used for license plate reading and it makes many citizens feel like a surveillance state. And we are a small town based on trust and good Samaritan values and working together. This is the opposite. It's not like we're a huge urban center with that kind of, that much crime. This feels 100% like a setup to be working with ICE directly, to be deporting people who perhaps have every legal right to be here, but then get snuck, stunk into ICE's nefarious system. Also, it just, yeah, it's really offensive. I was really

disturbed when I read that this was happening in our town. My name is Maya, W-A-S-H-I-N-G-T-O-N, A, B-O-R-J-A-N-I, B-O-R-H-A-N-I. I actually live within Nevada City limits out on the San Juan Ridge, but I do business in Grass Valley all the time. I'm currently looking to buy a home for the first time in my life at 67 years of age. I've lived on the ridge or in Nevada City most of my adult life, and I am mostly looking in Grass Valley, and this offends me so deeply. As a long-time resident of the county and someone who's looking to be a resident of the City of Grass Valley, no, no, no to the so-called FLOC ALPR cameras. Do not do this and endanger trust of the citizenship in your leadership. My specific address is 15510 Kilham Circle in Nevada City 95959. and my phone number is 360-298-5866. Thank you very much for taking my comment and lodging them in the record. Bye-bye.

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Taylor Whittingslow

From: N PANNOZZO - Voicemail box 8880 <noreply@voicemail.goto.com>
Sent: Tuesday, August 11, 2026 6:14 AM
To: Public Comments
Subject: Voicemail from N PANNOZZO at [REDACTED] on Aug 11 2026 6:10 AM
Attachments: 1786453854-0000121b.mp3



You received a new voicemail message



New voicemail message

Time: Tuesday, August 11 2026 6:10 AM

From: N PANNOZZO [REDACTED]

Duration: 1 minute 25 seconds

Voicemail box: 8880

Transcript: My name is Nicholas Pinozzo. I live at 14709 Powerline Road, Grass Valley. My comment is the Grass Valley Police Department is either unprofessional, untrained, or has many biases. There was an incident at the Grass Valley Post Office yesterday. The Grass Valley Police Department did nothing about it even though three masked men were trying to start a fight so they could sue people is what the police told bystanders. They did not charge the three masked men. This morning I called the police department and they told me they can't interfere with people's civil rights. So they believe assaulting people in the post office while masked is a civil right that they're allowed to do. I can no longer go to Grass Valley in public because the police will not protect me. No one will protect me, and they will actually let them get away

with crime. 415-680-8110, yes, I moved here to get away from this, and here I am
with the police department I'm allowing it, probably encouraging it.

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Taylor Whittingslow

From: Paul King [REDACTED]
Sent: Sunday, August 2, 2026 1:02 AM
To: Public Comments
Subject: Please terminate Grass Valley PD's contract with Flock Safety

You don't often get email from tidywhitey530@gmail.com. [Learn why this is important](#)

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Mayor Hodge and Council Members, I am a resident of Grass Valley writing to ask the Council to terminate Grass Valley PD's contract with Flock Safety. Public records obtained through the California Public Records Act show our Flock cameras have been searched over 7.5 million times by outside agencies, with more than five million of those searches coming from agencies outside California, which directly violates California Civil Code § 1798.90.55(b). The records also show 1,175 searches by federal immigration enforcement (HSI, CBP, and Border Patrol), every one of them after the California Attorney General explicitly prohibited that sharing in October 2023. More than 80 communities have already ended their Flock contracts, including Santa Cruz, the first city in California to do so by a 6-1 council vote. Mountain View, South Pasadena, Cambridge, Denver, Austin, and Eugene have followed. I am asking the Council to make Grass Valley next. The full data is at deflocknc.org.

Thank you,

Paul Koenig 10106 Schroeder Way, Grass Valley, CA 95949

Taylor Whittingslow

From: Phil Di Leo [REDACTED]
Sent: Saturday, August 1, 2026 9:55 AM
To: Public Comments
Subject: Please terminate Grass Valley PD's contract with Flock Safety

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Mayor Hodge and Council Members,

I am a resident of Grass Valley writing to ask the Council to terminate Grass Valley PD's contract with Flock Safety.

Public records obtained through the California Public Records Act show our Flock cameras have been searched over 7.5 million times by outside agencies, with more than five million of those searches coming from agencies outside California, which directly violates California Civil Code § 1798.90.55(b). The records also show 1,175 searches by federal immigration enforcement (HSI, CBP, and Border Patrol), every one of them after the California Attorney General explicitly prohibited that sharing in October 2023.

More than 80 communities have already ended their Flock contracts, including Santa Cruz, the first city in California to do so by a 6-1 council vote. Mountain View, South Pasadena, Cambridge, Denver, Austin, and Eugene have followed.

I am asking the Council to make Grass Valley next. The full data is at deflocknc.org.

Thank you,
Phil Di Leo

Taylor Whittingslow

From: declan maloney [REDACTED]
Sent: Thursday, July 30, 2026 6:19 PM
To: Public Comments
Subject: Please terminate Grass Valley PD's contract with Flock Safety

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

CAUTION: External sender. Do not click links or open attachments unless you trust the sender. **Suspicious?** Use the "Report" button in Outlook.

Mayor Hodge and Council Members,

I am a resident of Grass Valley writing to ask the Council to terminate Grass Valley PD's contract with Flock Safety. I have lived in Nevada county from the age of 4 until present day, 36 years old. 32 years and the vast majority of my life. I love it here. I want to better my community. I work hard every day to be an upstanding citizen. This issue with the Glock cameras is an extremely unsafe and unconstitutional violation of our rights. STAND UP FOR US!

Public records obtained through the California Public Records Act show our Flock cameras have been searched over 7.5 million times by outside agencies, with more than five million of those searches coming from agencies outside California, which directly violates California Civil Code § 1798.90.55(b). The records also show 1,175 searches by federal immigration enforcement (HSI, CBP, and Border Patrol), every one of them after the California Attorney General explicitly prohibited that sharing in October 2023.

More than 80 communities have already ended their Flock contracts, including Santa Cruz, the first city in California to do so by a 6-1 council vote. Mountain View, South Pasadena, Cambridge, Denver, Austin, and Eugene have followed.

I am asking the Council to make Grass Valley next. The full data is at deflocknc.org.

Thank you,
 Declan Maloney



City of Grass Valley City Council Agenda Action Sheet

Title: Local Transportation Fund (LTF) Claim for Transit and Paratransit Operations

CEQA: N/A - Not a Project

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

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

Council Meeting Date: 8/25/2026

Date Prepared: 8/19/2026

Agenda: Consent

Background Information: Pursuant to the Transportation Development Act, Grass Valley is eligible for an estimated apportionment of \$460,912 in Local Transportation Funds (LTF) for FY 2026/27, based upon NCTC's Revised Findings of Apportionment adopted on July 15, 2026. These funds are managed by the NCTC and are committed to first support the needs of transit and paratransit activities per a Joint Powers Agreement with Nevada City and Nevada County.

The Nevada County Transit Services Division (TSD) has requested that the City submit a claim to NCTC to allocate the City's entire FY 2026/27 estimated apportionment of LTF, to support Nevada County Connects and Nevada County Now, transit and contracted paratransit operations. Attached is a Council Resolution that would fulfill that request. Also attached is the NCTC Resolution 26-17, "Revised Findings of Apportionment for Fiscal Year 2026/27".

Council Goals/Objectives: Approval of the LTF Claim for Transit and Paratransit Operations executes portions of work tasks towards achieving/maintaining Strategic Goal - Transportation

Fiscal Impact: 100% of Local Transportation Funds apportioned to the City by NCTC will be allocated directly to Nevada County TSD, resulting in no net impact to the City's budget.

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments: Resolution 2026-45,
NCTC Resolution 26-17

RESOLUTION NO: 2026-45

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
REQUESTING THE NEVADA COUNTY TRANSPORTATION COMMISSION ALLOCATE
\$460,912 OF THE CITY'S APPORTIONMENT OF LOCAL TRANSPORTATION FUNDS**

WHEREAS, the City of Grass Valley has entered into a Joint Exercise of Powers Agreement with the City of Nevada City and the County of Nevada for the purpose of establishing and funding a Public Transportation Program (Program); and

WHEREAS, pursuant to the Transportation Development Act, Local Transportation Funds (LTF) are apportioned annually for the City of Grass Valley and are available to support the Program; and

WHEREAS, Grass Valley shares proportionately in the cost for such Program under the terms of the Joint Powers Agreement; and

WHEREAS, the Nevada County Transportation Commission (NCTC) adopted Resolution #26-17 showing that the City of Grass Valley has an estimated new apportionment of Local Transportation Funds in Fiscal Year 2026/27 of \$460,912; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY; that the City requests NCTC allocate \$460,912 of Grass Valley's available LTF funds to the Nevada County Transit Services Division to support the needs of transit and paratransit services.

ADOPTED as a Resolution by the City Council of the City of Grass Valley at a regular meeting thereof held on the 25th day of August 2026, by the following vote:

AYES:

NOES:

ABSTAINS:

ABSENT:

Hillary Hodge, Mayor

APPROVED AS TO FORM:

ATTEST:

David J. Ruderman, City Attorney

Taylor Whittingslow, City Clerk



City of Grass Valley City Council Agenda Action Sheet

Title: Adoption of the OES/Community Risk Reduction Analyst Job Description

CEQA: Not a project

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

Prepared by: Taylor Whittingslow, Deputy City Manager

Council Meeting Date: 08/25/2026

Date Prepared: 08/20/2026

Agenda: Consent

Background Information: Over the past several years, the City has significantly expanded its wildfire prevention, vegetation management, emergency preparedness, and community resilience efforts through Measure B funding, grant opportunities, and regional partnerships. As these programs have continued to grow in size and complexity, the administrative, analytical, and technical responsibilities associated with managing these initiatives have likewise increased.

During the Fiscal Year 2026-2027 Measure B budget process, the Measure B Citizens Oversight Committee reviewed and recommended funding for an OES/Community Risk Reduction Analyst position. The City Council subsequently approved the Measure B budget, including funding for this position.

The purpose of this action is to formally adopt the job description, establishing the classification and qualifications necessary to begin the recruitment process.

The proposed OES/Community Risk Reduction Analyst is an entry-level classification that will provide assistance in analytical, technical, administrative, and program management support for the City's Office of Emergency Services and Community Risk Reduction Division. The position is responsible for assisting with coordinating wildfire prevention initiatives, defensible space inspection programs, vegetation management efforts, public education, grant administration, and performance measurement while providing technical oversight of assigned Measure B initiatives.

Key responsibilities include:

- Assist with administration of federal, state, regional, and local grant-funded programs;

- Assist with Technical oversight and coordination of assigned Measure B wildfire prevention and vegetation management projects;
- Assist Budget tracking, contract administration, consultant coordination, and project management;
- Assist with City Council staff reports, policies, procedures, and Requests for Proposals;
- Performance measurement, program evaluation, and data analysis;
- Assists with Community outreach, defensible space inspections, and wildfire preparedness education; and
- Helps with the coordination with partner agencies, contractors, community organizations, and regional stakeholders.

This Analyst position recognizes the expanded professional responsibilities now required to assist with administering multiple funding sources, oversee capital and operational projects, manage consultant contracts, evaluate program performance, and support strategic planning efforts. The classification reflects the City's evolving operational needs while providing additional capacity to successfully implement Measure B initiatives and pursue future grant opportunities.

The proposed hourly salary range is (this is to match the Community Services Analyst and the Public Safety Analyst):

A	B	C	D	E
31.33	32.89	34.54	36.26	38.08

Following Council approval of the job description and salary range, staff will immediately begin recruitment to fill the position.

Council Goals/Objectives: Approving the Community Risk Reduction Analyst description, and salary range executes portions of work tasks towards achieving/maintaining Strategic Plan objectives of High-Performance Government and Quality Service.

Fiscal Impact: Has been already approved in the FY 2026-2027 Budget under the Measure B fund.

Funds Available: yes

Account #: Measure B

Reviewed by: City Manager

Attachments: OES/Community Risk Reduction Analyst Job Description



OES/COMMUNITY RISK REDUCTION ANALYST

Department: OES/Community Risk Reduction

FLSA Status: Non-Exempt

Reports To: Department Director / Manager

Unit: 3, Full-time Position

SUMMARY OF JOB PURPOSE AND DEFINITION *Class specifications are intended to describe the general nature and level of work performed by employees assigned to this classification. They are not intended to be an exhaustive list of all duties, responsibilities, or qualifications.*

Under the direction of the OES/Community Risk Reduction Manager, the OES/Community Risk Reduction Analyst performs entry-level professional administrative, analytical, technical, and program support duties for the City's Office of Emergency Services and Community Risk Reduction Division. The position assists with planning, coordinating, implementing, evaluating, and improving wildfire prevention, community risk reduction, vegetation management, defensible space inspection, and public education programs.

The Analyst provides professional and technical support in the administration of grant-funded programs, development of policies and procedures, performance measurement, data analysis, and interagency coordination. Responsibilities include assisting with assigned Measure B initiatives, grant administration, budget tracking, contract coordination, preparation of staff reports and presentations, program evaluation, and coordination of activities between City departments, partner agencies, contractors, and the public.

This is a professional entry-level classification, performing a variety of administrative, analytical, technical, inspection, and program support duties within established policies and procedures.. Assignments are intended to develop the knowledge and experience necessary to perform increasingly complex projects, unusual assignments, and receiving guidance from supervisory or management staff.

SUPERVISION RECEIVED AND EXERCISED

The OES/Community Risk Reduction Analyst works under general supervision within established policies and procedures. Assignments range from routine to moderately complex and may be completed independently or with guidance from the OES/Community Risk Reduction Manager, Fire Chief, City Manager, or designee.

ESSENTIAL FUNCTIONS

Defensible Space Inspection & Education

1. Conduct defensible space inspections and property assessments to identify wildfire hazards and evaluate compliance with applicable codes, ordinances, and regulations.

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.



OES/COMMUNITY RISK REDUCTION ANALYST

2. Educate property owners and community members on defensible space, home hardening, vegetation management, fuels reduction, and wildfire preparedness practices, with biology, environmental protections and forest protocols applied.
3. Promote and support wildfire prevention initiatives, including Fire Adapted Communities, Firewise USA®, and related community risk reduction programs.
4. Maintain inspection records, compliance documentation, and defensible space inspection (DSI) data; prepare reports and supporting documentation for enforcement actions when necessary.
5. Conduct follow-up inspections, monitor corrective actions, and assist with compliance enforcement, including issuance of citations when authorized by applicable law and City policies, and following completion of required training.
6. Respond to public inquiries in person, by phone, email, and written correspondence; provide accurate information and high-quality customer service.
7. Coordinate or assist with public education campaigns, outreach programs, community events, green waste initiatives, and wildfire prevention projects.
8. Collaborate with residents, contractors, partner agencies, community organizations, and City departments to support wildfire risk reduction objectives.
9. Perform related duties and special projects as assigned.

Grant Administration

1. Assist with administration of federal, state, regional, and local grant-funded programs from award through project closeout.
2. Assist with grant budgets, reimbursement requests, invoicing, reporting requirements, grant compliance, and performance measures.
3. Research and assist in the development of new grant opportunities that support City strategic priorities.

Measure B Program Support

1. Assist with assigned Measure B wildfire prevention, vegetation management, fuels reduction, emergency preparedness, and community resilience initiatives.
2. Monitor and maintain information regarding contractor performance, project schedules, budgets, deliverables, and regulatory compliance for assigned Measure B projects, and report issues to supervisory or management staff.
3. Track program outcomes and assist in preparing periodic performance reports for City management, advisory committees, and the City Council.

Program Analysis

1. Analyze operational data and assist in identifying potential improvements to wildfire prevention and community risk reduction programs.
2. Assist in developing and updating policies, procedures, workflows, and best management practices to improve departmental efficiency.
3. Assist in preparing staff reports, presentations, Council agenda items, and technical

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.



OES/COMMUNITY RISK REDUCTION ANALYST

reports.

Project Support

1. Assist in coordinating consultants, contractors, partner agencies, utilities, and governmental organizations involved in assigned projects.
2. Assist in tracking project schedules, milestones, and budgets, and provide status information to supervisory or management staff.

TYPICAL DUTIES/TASKS

1. Assist in implementing departmental goals, objectives, projects, and work plans.
2. Support development and improvement of departmental procedures, workflows, and operational processes.
3. Assist in tracking assigned program activities and recommend improvements to enhance effectiveness and service delivery.
4. Assist with grant administration, reporting, invoicing, and required state or federal filings.
5. Research, compile, analyze, and maintain program records, data, reports, and documentation.
6. Prepare correspondence, presentations, periodic status reports, and public-facing reports.
7. Assist in developing and distributing educational, marketing, and informational materials.
8. Assist in creating, administering, and evaluating community surveys and program performance metrics.
9. Assist and support liaison activities with City departments, community groups, contractors, consultants, and government agencies on assigned matters.
10. Establish and maintain effective working relationships with staff, stakeholders, and the public.
11. Assist with assigned Measure B wildfire prevention initiatives from planning through implementation.
12. Assist with multiple grant-funded projects simultaneously while supporting compliance with all applicable grant conditions.
13. Prepare reimbursement requests and maintain documentation supporting grant expenditures.
14. Assist in coordinating consultant contracts, scopes of work, and deliverables.
15. Analyze departmental performance metrics and assist in preparing recommendations for operational improvements.
16. Assist in developing annual work plans and monitoring progress toward departmental goals.
17. Assist in preparing City Council staff reports, presentations, resolutions, and

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.



OES/COMMUNITY RISK REDUCTION ANALYST

budget requests.

18. Assist in developing Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and related procurement processes.
19. Assist in preparing and monitoring departmental operating and capital improvement budgets.
20. Assist in coordinating public meetings, stakeholder engagement, and interagency collaboration efforts.

KNOWLEDGE, SKILLS AND ABILITIES

1. Basic principles, procedures, and methods used in the performance of customer service and basic office duties.
2. Basic mathematical principles.
3. Methods and techniques of proper phone etiquette.
4. English usage, spelling, grammar, and punctuation.
5. Business letter writing and basic report preparation.
6. Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
7. Basic principles and practices related to federal, state, and local laws, codes, and regulations applicable to assigned duties.
8. Reviewing, understanding, and implementing provisions of applicable codes, ordinances and regulations enforceable by the City.
9. Recognizing, prioritizing and accomplishing needed tasks
10. Basic principles of public administration and municipal government.
11. Basic principles and practices of grant administration and compliance requirements.
12. Basic principles of budget development and fiscal monitoring.
13. Basic project management principles and practices.
14. Basic principles of contract administration.
15. Basic principles of performance measurement and program evaluation.
16. GIS and data management systems (preferred).
17. Basic principles of public purchasing and contracting.
18. Preparation of City Council agenda reports and public presentations.

ABILITY TO

1. Plan, organize, prioritize, and complete assignments within established deadlines.
2. Learn to interpret and apply policies, procedures, codes, ordinances, and regulations.
3. Communicate clearly and professionally, both orally and in writing.

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.



OES/COMMUNITY RISK REDUCTION ANALYST

4. Provide effective customer service and respond appropriately to inquiries and complaints.
5. Research, compile, analyze, and present information and recommendations.
6. Prepare clear, accurate, and concise reports, correspondence, and documentation.
7. Operate computers and standard office software applications.
8. Work independently on assigned tasks and collaboratively as part of a team.
9. Exercise sound judgment, professionalism, and discretion when interacting with the public and stakeholders.
10. Read and interpret maps, plans, drawings, technical documents, and related materials.
11. Establish and maintain effective working relationships with those encountered in the course of work.
12. Organize multiple assignments and competing priorities.
13. Learn to interpret grant agreements, contracts, regulations, and technical documents.
14. Analyze financial and operational data and formulate recommendations.
15. Assist in developing policies, procedures, and program improvements.
16. Assist with cross-departmental initiatives.
17. Build collaborative relationships with public agencies and community organizations.
18. Exercise sound judgment in highly visible public projects.
19. Assist in preparing professional staff reports and recommendations for executive management and elected officials.

PHYSICAL REQUIREMENTS

1. Must possess the physical ability and mobility necessary to perform the office and field duties associated with this position.
2. Must be able to sit at a confined workstation for extended periods while performing essential duties.
3. 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.
4. While performing the duties of this job the incumbent is regularly required to stand, walk, sit, drive, use hands and fingers, handle or feel, reach with hands and arms, grasp, hold, and manipulate tools and talk and hear. The incumbent is occasionally required to climb, balance, kneel, crouch, or crawl and must frequently lift and/or carry up to 20 pounds alone, and up to 40 pounds with assistance. See in the normal visual range with or without correction. Hear in the normal audio range with or without correction.
5. Field duties require the ability to walk over uneven, sloped, or unimproved terrain;

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.



OES/COMMUNITY RISK REDUCTION ANALYST

navigate vegetation and other outdoor obstacles; and bend, stoop, kneel, crouch, or climb as necessary to conduct property assessments and defensible space inspections.

WORKING CONDITIONS

Work is performed in both office and outdoor field environments. Field assignments may involve exposure to heat, cold, rain, wind, smoke, dust, vegetation, poison oak, insects, animals, traffic, uneven terrain, and conditions associated with vegetation management, wildfire prevention, and property inspections. The position may involve contact with members of the public during inspection or compliance-related activities, including individuals who may be upset, resistant, or confrontational.

EDUCATION AND EXPERIENCE

Education

- Associate's degree from an accredited college or university in Public Administration, Emergency Management, Fire Science, Environmental Studies, Natural Resources, Business Administration, Planning, or a closely related field.
- An equivalent combination of education and increasingly responsible experience may be considered.

Experience

- Three years of progressively responsible experience in emergency management, wildfire prevention, grant administration, public administration, project support, community development, or a closely related field.
- Experience supporting public grants, projects, inspections, or preparation of technical reports is highly desirable.

CERTIFICATES, LICENSES AND REGISTRATIONS

- Must have an acceptable driving record and possess an appropriate California Driver's License.

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

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.



OES/COMMUNITY RISK REDUCTION ANALYST

of this job description for my records.

Print Name: _____

Signature: _____

Date: _____

Adopted:

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



City of Grass Valley City Council Agenda Action Sheet

Title: Wolf Creek Trail Project (Segment 2A) - Budget Amendment

CEQA: Categorically Exempt - Section 15301, 15303 & 15322

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

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

Council Meeting Date: August 25, 2026

Date Prepared: August 19, 2026

Agenda: Consent

Background Information: Between early 2020 and June 2023, Engineering Staff and a consultant team led by Surf to Snow Environmental Resource Management (ERM), Inc completed design work and environmental clearance on the Wolf Creek Trail Project, a proposed trail system adjacent to Wolf Creek, beginning at the southernmost edge of the City and traversing through town to the eastern City limit. This work was funded primarily by a Congestion Mitigation and Air Quality (CMAQ) grant with \$285,856.26 in expenses being reimbursed by Caltrans over the span of the work.

In June 2025, the City was allocated \$12,999,000 in Active Transportation Program (ATP) grant funds for the design and construction of the majority of the trail system beginning at the City public parking lot at 309 Mill St and continuing through town to its eastern terminus at the corner of Centreville Rd and Idaho Maryland Rd (Segments 2B-6). The grant submitted project omitted a section of the trail between the existing Wolf Creek Trail “Segment 1” to the City owned public parking lot at 309 Mill St (Segment 2A), due to concerns over Caltrans support for construction of the trail proposed within State right of way and instead proposed the start of the trail at the City parking lot.

In recent discussions with Caltrans, it was determined that because prior design phases utilized federal CMAQ funds, the entire project moving forward would become “federalized” even though the full Wolf Creek Community and Connectivity Project budget is currently funded with State Only and Local funds. Attaching Federal requirements to a project brings with it a number of added costs and constraints, including the need to complete additional environmental review through NEPA, added labor compliance provisions, and Buy America requirements.

According to Caltrans Division of Local Assistance, the safest way to avoid federal requirements on the continuing project work would be to pay back the reimbursed \$285,856.26 of CMAQ funds and withdraw that project from the system. A new project would be created for the then State-only funded Wolf Creek Community and Connectivity Project and a separate project could be created for the Wolf Creek Trail Project (Segment 2A) if a funding source was identified. The repaid CMAQ funds would go back into an available allocation fund managed by Nevada County Transportation Commission (NCTC) and, with their concurrence, could theoretically be reallocated to the stand-alone Wolf Creek Trail Project (Segment 2A) or any other qualifying CMAQ project.

Staff recommends that Council authorize a budget amendment of \$138,000 from the Wolf Creek Community and Connectivity Project to the Wolf Creek Trail Project (Segment 2A) and authorize the City Engineer to execute a repayment of \$285,856.26 to Caltrans for previously reimbursed grant expenses.

Council Goals/Objectives: The Wolf Creek Trail projects execute portions of work tasks towards achieving/maintaining Strategic Goal #1 - Community and Sense of Place and Strategic Goal #3 - Recreation and Parks

Fiscal Impact: The Wolf Creek Community and Connectivity Project was budgeted at \$1,000,000 in the current fiscal year 26/27 CIP with a combination of ATP, Special Project and Measure E funds (\$400,000). The Wolf Creek Trail Project (Segment 2A) was budgeted at \$200,000 utilizing Measure E (\$150,000) and CMAQ funds. A budget amendment of \$138,000 in Measure E funds from the Wolf Creek Community and Connectivity Project to the Wolf Creek Trail Project (Segment 2A) would facilitate the grant repayment plan discussed above and still allow funding of all design activities anticipated on the Wolf Creek Community and Connectivity Project this fiscal year. Work could not continue on the Wolf Creek Trail Project (Segment 2A) until CMAQ funds were reallocated to the project by NCTC or another funding source was identified.

Funds Available: Yes

Account #: 200-406-64140,
300-406-63330

Reviewed by: Interim City Manager

Attachments: None



City of Grass Valley City Council Agenda Action Sheet

Title: Ridge Rd and Hughes Rd City Parcel - Authorize Grant and Easement Deeds to NID

CEQA: Categorically Exempt - Class 12 Surplus Property

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

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

Council Meeting Date: August 25, 2026

Date Prepared: August 20, 2026

Agenda: Consent

Background Information: In early 2026 Nevada Irrigation District (NID) approached the City requesting consideration of deeded rights to expand NID use of City owned parcel on the corner of Ridge Rd and Hughes Rd (APN 008-090-028). NID currently has several large water transmission lines crossing the parcel and running along both Hughes and Ridge Roads. The deeds would better align easement areas with existing NID facilities and allow for construction of a pressure-reducing station on NID owned lands.

The parcel is heavily treed and steeply sloped with the aforementioned water facilities, overhead power lines and an underground gas transmission pipeline running across the property and limiting its usefulness. There are no City plans to improve or otherwise utilize this piece of land, outside of proposed tree maintenance work being coordinated by our Community Risk Reduction Manager. It is possible that land towards the Ridge Rd/Hughes Rd intersection could be used for realignment of the intersection approaches or a possible future roundabout, and this area will be retained by the City.

NID has agreed to extend the existing sidewalk, curb and gutter along the Ridge Rd frontage of the deeded parcel, down to the property boundary corner, as a condition of any work on the property. Otherwise, no fee is proposed for the deeding of this surplus land. The Planning Commission at its August 18th, 2026 meeting approved that the disposition of the real property conforms to the City of Grass Valley General Plan.

Staff recommends that Council authorize the City Engineer to approve a grant deed of an approximately 3,021SF parcel and an easement deed of approximately 3,263SF of land to NID at the corner of Ridge Rd and Hughes Rd.

Council Goals/Objectives: N/A

Fiscal Impact: None

Funds Available: N/A

Reviewed by: Interim City Manager

Account #: N/A

Attachments: Grant Exhibits, Planning
Commission Resolution

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

Nevada Irrigation District
1036 W. Main Street
Grass Valley, CA 95945

* Exempt per Government Code
§27383 and §27388.1(2)(D)

Nevada County @ Ridge Rd. & Huges Rd.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: E. George to LWW Watermain
Project No.: C0013
Map No. 112
Index No. 9-

Documentary Transfer Tax: \$0.00

() Computed on full value of property conveyed

(X) Unincorporated area () City of _____

(X) Recordation requested by Nevada Irrigation District,
a political Subdivision of the State of California,
pursuant to Government Code Section 6103 and
R&T Code Section 11922.

Signature of Agent Determining Tax

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF GRASS VALLEY,

hereby grant(s) to the **NEVADA IRRIGATION DISTRICT**, all that real property, situated in the County of Nevada, State of California, described in Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof.

Authority to Sign: The undersigned certifies that the person signing below is authorized to execute this Grant Deed on behalf of the City of Grass Valley and to perform all acts necessary to effectuate the conveyance, including acknowledgment and delivery of the deed.

Date: _____

X

Print Name: _____

Title: _____

ACCEPTANCE

This is to certify that the interest in real property conveyed by this document to the Nevada Irrigation District, a governmental agency, is hereby accepted by the undersigned on behalf of the Board of Directors of the Nevada Irrigation District pursuant to authority conferred by Resolution No. 2015-07 of said Board adopted on March 11, 2015.

Date: _____

X

Gregory T. McCay
Senior Right-of-Way Agent

EXHIBIT "A"

A parcel of land, being a portion of real property described in 'Exhibit "B" (Hughes Road)' of Nevada County Board of Supervisors Resolution 70-98, now owned by the *City of Grass Valley*, lying easterly of Ridge Road, westerly of Hughes Road and northerly of the property shown on the "Record of Survey for Norman Wasley" filed April 2nd, 1985 in Book 9 of Surveys at page 142, Nevada County Records, situate in the Southeast Quarter of Section 22, Township 16 North, Range 8 East, Mount Diablo Meridian, more particularly described as follows:

Beginning at the Northwest Corner of said "Wasley" property, being a point in the *first course* of the area described in said Exhibit "B" of Nevada County Resolution 70-98, thence along the following four (4) courses:

- 1) Along the northerly boundary of said "Wasley" property and said *first course*, South $87^{\circ}10'$ East, 60.00 feet;
- 2) Leaving said northerly boundary and said *first course*, North $02^{\circ}50'00''$ East, 60.00 feet;
- 3) North $87^{\circ}10'00''$ West, 40.69 feet;
- 4) South $20^{\circ}40'35''$ West, 63.03 feet to the **Point of Beginning**.

Containing 3,021 square feet, more or less.

The parcel described above is depicted on Exhibit "B" attached hereto.

(Note: The bearings of the courses described in said Nevada County Resolution 70-98 are rotated $0^{\circ}10'09''$ (clockwise) herein to match the record bearing of said Wasley Record of Survey - Book 9 of Surveys at page 142, Nevada County Records.)

End of Description

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT 'B'

PROJECT FOR SLATE CREEK PRS – NID PARCEL

DATE June 22, 2026

SCALE: 1"=30'

THROUGH LAND OF CITY OF GRASS VALLEY



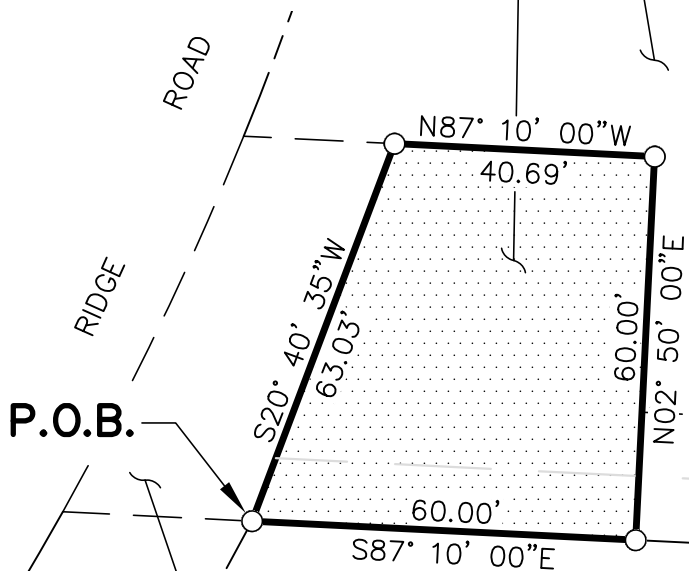
1"=30'
SECTION 22,
T.16N., R.8E. M.D.M.



PROPERTY OF
CITY OF GRASS VALLEY

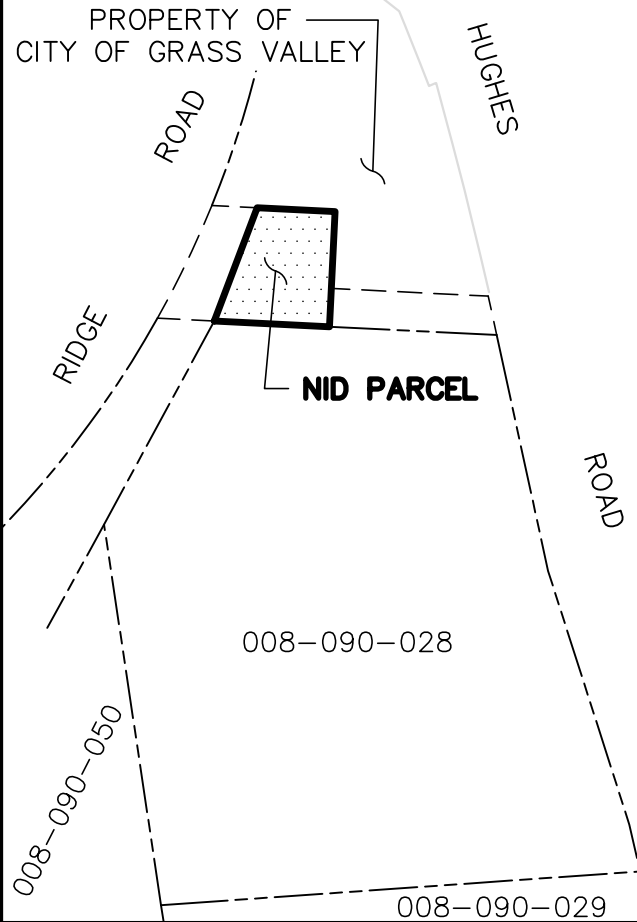
NID PARCEL

3,021± SQUARE FEET



NID EASEMENT
PER NCD0C 2026-

PROPERTY OF
CITY OF GRASS VALLEY



VICINITY MAP

1"=100'

BASIS OF BEARING:
BOOK 9 OF SURVEYS PAGE 142,
NEVADA COUNTY RECORDS

008-090-028

SHEET 1

PLANNING COMMISSION RESOLUTION NO. 2026-001

**A RESOLUTION OF THE PLANNING COMMISSION OF THE
CITY OF GRASS VALLEY DETERMINING THAT THE
DISPOSITION OF CITY RIGHT-OF-WAY TO BE TRANSFERRED
TO NEVADA IRRIGATION DISTRICT IS IN CONFORMANCE
WITH THE CITY OF GRASS VALLEY 2020 GENERAL PLAN**

WHEREAS, the City of Grass Valley owns real property designated as City Right-of Way at the corner of Ridge Road and Hughes Road; and

WHEREAS, California Government Code Section 65402 provides in part that a local agency's acquisition or disposal of real property shall be submitted to and reported upon by the planning agency with respect to conformity with the adopted general plan applicable thereto; and

WHEREAS, the Nevada Irrigation District requests acquisition of property within the City Right-of-Way in order to facilitate the construction of a pressure reducing facility; and

WHEREAS, the City adopted the City of Grass Valley 2020 General Plan in November 1999 under Resolution 1999-64; and

WHEREAS, the Planning Commission is required to determine that the disposition of land is in conformance with the City of Grass Valley 2020 General Plan pursuant to California Government Code §65402; and

WHEREAS, the 2020 General Plan contains policies within the Safety Element that supports a consistency finding for the disposition of the subject property to serve critical infrastructure needs including the following:

11-SP Maintain appropriate standards for water supply, pressure and distribution for fire suppression purposes.

12-SP Maintain a high level of inter-jurisdictional cooperation and coordination, including appropriate automatic aid agreements with fire protection/suppression agencies automatic aid agreements with fire protection/ suppression agencies in western Nevada County; and

WHEREAS, the proposed use of the property for construction of a pressure reducing facility will serve a critical infrastructure need of Nevada Irrigation District; and

WHEREAS, the Planning Commission considered all testimony and material submitted along with any and all subsequent reports and materials submitted regarding this matter.

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

SECTION 1. The Recitals above are incorporated into these findings.

SECTION 2. The following findings are made by the Planning Commission of the City of Grass Valley. The facts and evidence that support these findings are also contained and explained in the record of proceedings for the proposed request, including without limitation the staff report for Planning Commission consideration:

- A. The sale of surplus property is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Sec 15312 (Class 12 Categorical Exemption), which exempts the sale of surplus property.
- B. Based on the foregoing, the Planning Commission hereby determines that the disposition of real property, described in full in Exhibit A, to be used by Nevada Irrigation District for the construction of a pressure reducing facility, conforms to the 2020 General Plan and adopts this resolution for purposes of reporting General Plan conformance pursuant to CA Government Code §65402

PASSED AND ADOPTED by the Planning Commission of the City of Grass Valley at a regular meeting held the 18th day of August, 2026, by the following vote:

AYES: Commissioner Grass, Wich, McDonald, Chair Brouillette
 NOES:
 ABSENT: Commissioner Speights
 NOT VOTING:


 Ari Brouillette, Planning Commission Chair
 City of Grass Valley

ATTEST:


 Taylor Whittingslow, Deputy City Manager
 City of Grass Valley

APPROVED AS TO FORM:


 David Ruderman, City Attorney
 City of Grass Valley

Exhibit A: Draft Grant Deed of City Right-of-Way to be disposed

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

**Nevada Irrigation District
1036 W. Main Street
Grass Valley, CA 95945***** Exempt per Government Code
§27383 and §27388.1(2)(D)****Nevada County @ Ridge Rd. & Huges Rd.**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: E. George to LWW Watermain
Project No.: C0013
Map No. 112
Index No. 9-

Documentary Transfer Tax: \$0.00

() Computed on full value of property conveyed

(X) Unincorporated area () City of _____

(X) Recordation requested by Nevada Irrigation District,
a political Subdivision of the State of California,
pursuant to Government Code Section 6103 and
R&T Code Section 11922._____
Signature of Agent Determining Tax

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged

CITY OF GRASS VALLEY,

hereinafter called GRANTOR, hereby grants to **NEVADA IRRIGATION DISTRICT**, hereinafter called DISTRICT, two permanent easements for rights stated herein, on, over, under and across those certain lands, situated in the unincorporated area of the County of Nevada, State of California, and described as "Area A" and "Area B" in Exhibit "A" and shown on Exhibit "B" attached hereto (collectively, the "Easement Areas").

GRANTOR hereby grants to DISTRICT the right, privilege, and authority to excavate for, install, replace, relocate (whether of the initial or any other size or flow), inspect, remove, operate, patrol, maintain, and use such facilities as DISTRICT shall from time to time elect for conveying water, together with necessary and proper valves and other appurtenances and fittings, including telemetry or electrical lines, measuring, recording, and monitoring devices, aboveground vaults, valve boxes, fire hydrants, blow offs, manholes, and other directly related apparatus and devices for controlling electrolysis for use in connection with said facilities, together with adequate protection therefor, and together with a right of way within the Easement Areas or along a route as hereinafter set forth.

Together with the following rights:

- a) the right of grading said Easement Areas for the full width thereof;
- b) the right to ingress to and egress from said Easement Areas for persons, equipment, materials, and vehicles over and across GRANTOR's property by means of roads and lanes thereon, if any, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to GRANTOR;

- c) the right from time to time to trim, remove, cut down, and clear away any and all trees, brush, and debris now or hereafter on the Easement Areas;
- d) the right to install, maintain, and use gates in all fences which now or hereafter cross the Easement Areas;
- e) the right to mark the location of pipelines by suitable markers set in the ground.

DISTRICT OBLIGATIONS

DISTRICT hereby covenants and agrees:

- a) DISTRICT shall repair any damage it shall do to GRANTOR's private roads or lanes within the Easement Areas;
- b) DISTRICT shall indemnify GRANTOR against any claims for loss and damage arising out of the exercise of the rights granted hereby.

Failure by the DISTRICT to perform any obligations set forth in this Easement Deed shall constitute a breach of contract and shall entitle GRANTOR to seek damages. Such non-performance by DISTRICT shall not be deemed a condition subsequent and shall not serve as a basis for the extinguishment, forfeiture, or reversion of this Easement.

GRANTOR'S USE OF EASEMENT AREAS

GRANTOR may use the Easement Areas for purposes and in a manner that will not interfere with DISTRICT's full enjoyment of the rights granted hereby; provided that GRANTOR shall first apply for and receive from DISTRICT an encroachment permit authorizing the use. GRANTOR's application will be processed and determined in accordance with DISTRICT's rules and regulations regarding encroachments upon areas subject to DISTRICT easements, as they now exist or as hereafter duly adopted. DISTRICT will not unreasonably condition or deny the encroachment permit, or delay acting upon GRANTOR's application.

Typical GRANTOR uses that may meet DISTRICT approval include utility facilities (e.g., private service conduits), walkways, driveways, fencing, low impact landscaping, or cattle grazing.

Typical GRANTOR uses that do not meet DISTRICT approval include erecting or constructing any structure or other obstruction, drilling or operating any well, constructing any reservoir, diminishing or substantially adding to the ground cover, or storing or using materials that pose a hazard to water quality.

BINDING EFFECT

This Easement Deed shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, heirs, beneficiaries, and personal representatives.

Date: _____

X

Print Name: _____

Title: _____

ACCEPTANCE

This is to certify that the interest in real property conveyed by this document to the Nevada Irrigation District, a governmental agency, is hereby accepted by the undersigned on behalf of the Board of Directors of the Nevada Irrigation District pursuant to authority conferred by Resolution No. 2015-07 of said Board adopted on March 11, 2015.

Date: _____

Gregory T. McCay
Senior Right-of-Way Agent

EXHIBIT "A"

Two strips of land, being portions of real property described in 'Exhibit "B" (Hughes Road)' of Nevada County Board of Supervisors Resolution 70-98, now owned by the *City of Grass Valley*, lying easterly of Ridge Road, westerly of Hughes Road and northerly of the property shown on the "Record of Survey for Norman Wasley" filed April 2nd, 1985 in Book 9 of Surveys at page 142, Nevada County Records, situate in the Southeast Quarter of Section 22, Township 16 North, Range 8 East, Mount Diablo Meridian, more particularly described as follows:

AREA A

Beginning at the Northwest Corner of said Wasley property, being a point in the *first course* of the area described in said Exhibit "B" of Nevada County Resolution 70-98, thence along the following four (4) courses:

- 1) Along the westerly boundary of the Nevada Irrigation District (NID) Parcel described in Document Number 2026-_____, Nevada County Records, North 20°40'35" East, 63.03 feet to the Northwest Corner of said NID Parcel;
- 2) Leaving the boundary of said NID Parcel North 87°10'00" West, 23.58 feet to a point in a curve, concave northwesterly, having a radius of 530.00 feet and a radial bearing of North 67°47'52" West, being a point in the easterly Ridge Road Right-of-Way line described in said Nevada County Resolution 70-98;
- 3) Along said Ridge Road Right-of-Way line through a central angle of 07°02'42", an arc distance of 65.17 feet to the westerly terminus of said *first course*;
- 4) Leaving said Ridge Road Right-of-Way line, along said *first course* of South 87°10'00" East, 29.60 feet to the **Point of Beginning**.

Containing 1,552 square feet, more or less.

AREA B

Beginning at the Northeast Corner of said Wasley property, being the easterly terminus of said *first course*, thence along the following four (4) courses:

- 5) Along the northerly boundary of said "Wasley" property and said *first course*, North 87°10' West, 87.20 feet to the Southeast Corner of a Nevada Irrigation District (NID) Parcel described in Document Number 2026-_____, Nevada County Records;
- 6) Leaving said northerly boundary and said *first course*, along the easterly boundary of said NID Parcel North 02°50'00" East, 20.00 feet;
- 7) Leaving said easterly boundary South 87°10'00" East, 83.87 feet;
- 8) South 06°37'00" East, 20.28 feet to the **Point of Beginning**.

Containing 1,711 square feet, more or less.

The above-described AREA A and AREA B are depicted on Exhibit "B" attached hereto.

(Note: The bearings of the courses described in said Nevada County Resolution 70-98 are rotated 0°10'09" (clockwise) herein to match the record bearing of said Wasley Record of Survey - Book 9 of Surveys at page 142, Nevada County Records.)

End of Description

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT 'B'

PROJECT FOR SLATE CREEK PRS – NID EASEMENT
THROUGH LAND OF CITY OF GRASS VALLEY

DATE June 22, 2026

SCALE: 1"=30'



1"=30'
SECTION 22,
T.16N., R.8E. M.D.M.



SEE COURSE
TABLES
ON SHEET 2

PROPERTY OF
CITY OF GRASS VALLEY

ROAD
EASTERLY RW
LINE, PER
NCRES 70-98*

NID EASEMENT AREA 'A'

1,552± SQUARE FEET

RADIAL BEARING
N 67°47'52" W

RIDGE

P.O.B.

NID EASEMENT AREA 'B'

1,711± SQUARE FEET

BASIS OF BEARINGS:
BOOK 9 OF SURVEYS PAGE 142,
NEVADA COUNTY RECORDS

PROPERTY OF
CITY OF GRASS VALLEY

ROAD

NID EASEMENT AREA 'A'

NID
PCL

ROAD

NID EASEMENT AREA 'B'

008-090-028

008-090-050

008-090-029

VICINITY MAP

1"=100'

HUGHES

NID PARCEL
PER NCDOC 2026-

P.O.B.

008-090-028

ROAD

SHEET 1

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT 'B'

PROJECT FOR SLATE CREEK PRS – NID EASEMENT
THROUGH LAND OF CITY OF GRASS VALLEY

DATE June 22, 2026

SCALE: NTS

AREA 'A' COURSE TABLE

NO.	COURSE	DISTANCE
1.	N 20°40'35" E	63.03'
2.	N 87°10'00" W	23.58'
4.	S 87°10'00" E	29.60'

NO.	RADIUS	RADIAL BEARING IN	ARC LENGTH	DELTA
3.	530.00'	N 67°47'52" W	65.17'	7°02'42"

AREA 'B' COURSE TABLE

NO.	COURSE	DISTANCE
5.	N 87°10'00" W	87.20'
6.	N 02°50'00" E	20.00'
7.	S 87°10'00" E	83.87'
8.	S 06°37'00" E	20.28

*NOTE: NCRES 70–90 = NEVADA COUNTY
BOARD OF SUPERVISORS RESOLUTION 70–98
BEARINGS ROTATED 0°10'09" TO MATCH
RECORD BEARING FOR BOOK 9 SURVEYS
PAGE 142, NEVADA COUNTY RECORDS.





City of Grass Valley City Council Agenda Action Sheet

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

CEQA: Not a project

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

Prepared by: Taylor Whittingslow, Deputy City Manager

Council Meeting Date: 08/25/2026

Date Prepared: 08/20/2026

Agenda: Administration

Background Information: The City of Grass Valley maintains a Master Fee Schedule establishing fees and charges for a wide range of services provided by City departments. While individual fees have been adjusted and updated over time by the cumulative Consumer Price Indexes (CPI) for Pacific Cities and US City Average for the month of January, the City has not completed a comprehensive nexus-based User Fee Study since 2005.

As a result, many of the City's existing user fees have not undergone comprehensive analysis in more than 20 years to determine the actual cost of providing the associated service. Establishing and maintaining this nexus is critical for a public agency. Governmental user fees must be supported by a reasonable relationship between the amount charged and the cost incurred by the City in providing the service.

Because the City's last comprehensive nexus-based User Fee Study was completed in 2005, staff believes completing this analysis is an important financial and administrative priority. Over the past two decades, the cost of personnel, benefits, technology, equipment, materials, contractual services, administrative support, and other overhead necessary to provide City services has changed significantly. City operations, staffing structures, service delivery methods, and regulatory requirements have also evolved.

Without a current cost-of-service study, it becomes increasingly difficult for the City to

demonstrate that its user fees accurately reflect the reasonable costs associated with providing those services. Conversely, without understanding the full cost of service, the City also cannot clearly identify the level at which taxpayers may be subsidizing services that primarily benefit an individual applicant or user.

A current, comprehensive cost-of-service analysis will provide the City with the documentation necessary to demonstrate and justify its rates, improve transparency, establish appropriate cost-recovery levels, and ensure that fees are based upon defensible and consistently applied methodologies.

On May 4, 2026, the City issued a Request for Proposals (RFP) seeking qualified firms to conduct a Comprehensive Fee Study and Overhead Cost Allocation Analysis. The RFP specifically requested an analysis of the total cost of providing City services, appropriate administrative and overhead allocations, and fully burdened hourly rates consistent with applicable laws governing public agency fees and charges.

The study does not include Proposition 218 utility rates or development impact fees, which were separately evaluated and updated in 2023.

Following the City's competitive RFP process, staff evaluated the submitted proposals based upon the criteria established in the RFP, including understanding of the City's needs, technical approach, experience and qualifications, allocation of resources, project leadership, and overall project cost. Based upon this evaluation, staff recommend the selection of ClearSource Financial Consulting.

ClearSource specializes in cost-of-service and cost-recovery analysis for California public agencies, including user and regulatory fee studies, consolidated fee schedules, cost allocation plans, indirect cost rates, and fully burdened hourly rates. ClearSource's proposed methodology specifically considers California's legal framework for governmental fees and focuses on establishing the estimated reasonable cost of providing services and ensuring a fair and reasonable relationship between the fee charged and the service provided. This is particularly important given the length of time since the City's last comprehensive study. The purpose of this project is not simply to increase or adjust fees. Rather, it is to establish a documented and defensible nexus between the City's actual cost of providing a service and the fee charged for that service.

The study will evaluate City services across departments and develop fully burdened hourly rates incorporating direct labor, operating costs, departmental administration, and Citywide overhead. The consultant will then use these costs, together with staff time and workload information, to determine the full cost of individual fee-supported services.

The completed study will allow the City Council to make informed policy decisions regarding appropriate cost-recovery levels. In some cases, Council may determine that full cost recovery is appropriate. In others, a public benefit or policy objective may justify subsidizing a portion of the service through other City revenues. ClearSource will assist the City in identifying these distinctions and establishing a consistent cost-

recovery framework.

The project will also provide the City with an updated consolidated fee schedule, supporting cost-of-service documentation, editable financial models, and tools that staff can use to update fees in future years. ClearSource will provide training to City staff so the resulting models can be maintained between comprehensive studies.

ClearSource anticipates completing final project reporting within approximately 150 days of project commencement, allowing the City to proceed through the public and legislative review process with the goal of implementing updated fees by July 1, 2027, if not earlier.

ClearSource Financial Consulting has proposed a total maximum contract amount of \$41,820 for completion of the Comprehensive Fee Study and Overhead Cost Allocation Analysis. The proposal allocates approximately \$12,300 to the Cost Allocation Plan and \$29,520 to the User Fee Study.

The project will be funded 100% by the General Fund. At the Fiscal Year 2026-27 Mid-Year Budget Review, staff will identify any available General Fund expenditure savings that can be applied toward the cost of the study. Any remaining balance not covered by identified savings will be funded through General Fund reserves.

The study itself will not establish the final amount of any City fee. Rather, recommendations for appropriate cost-recovery levels will be identified. Any proposed revisions to the City's Master Fee Schedule resulting from the study will be brought back to the City Council for consideration and approval through the appropriate public process.

Council Goals/Objectives: Approving the PSA for User Fee Study executes portions of work tasks towards achieving/maintaining Strategic Plan objectives of High-Performance Government and Quality Service.

Fiscal Impact: General Fund reserves will fund the \$41,820 to the extent other budgetary mid-year savings are not achieved.

Funds Available: Yes - Reserves

Account #: 100 - General Fund

Reviewed by: Interim City Manager

Attachments: Professional Services Agreement & ClearSource's proposal

CITY OF GRASS VALLEY



REQUEST FOR PROPOSALS

PROFESSIONAL CONSULTANT SERVICES
TO CONDUCT:

COMPREHENSIVE FEE STUDY AND OVERHEAD COST ALLOCATION ANALYSIS

Release Date: May 4, 2026

**Submittal Deadline: June 4, 2026
Not later than 5:00 PM (Pacific Standard Time)**

OBJECTIVE

The City of Grass Valley (City) is seeking proposals (“Proposals”) from qualified individuals or firms (individually, a “Respondent” and collectively, “Respondents”) for a Comprehensive Fee Study and Overhead Cost Allocation Analysis.

This Request for Proposals (RFP) describes the Scope of Services, the necessary components of the Statement of Qualifications, the consultant selection process, and a sample copy of the Standard Professional Services Agreement.

INTRODUCTION

The City of Grass Valley is in the central/western portion of Nevada County, California, approximately 30 miles east of Marysville and about 20 miles north of Auburn. Grass Valley is a historic gold mining town which incorporated as a Charter City in 1893. The City is governed by five (5) Councilmembers elected at large, one of whom serves as Mayor. The City Council appoints the City Manager who implements policy set by the City Council. The City Council and City staff pride themselves on the high-quality delivery of services to residents. This is accomplished in part through shared values adopted by the City Council and staff that reflect commitment to the Grass Valley community. As western Nevada County’s economic hub, the City provides a full range of services including police, fire, water and wastewater treatment, and other typical public services to over 13,000 residents in a five square mile area.

Additional information about the City is available online at

<https://www.grassvalleyca.gov>

SCOPE OF SERVICES

1. Cost Allocation Plan

Prepare the City’s fully-burdened Cost Allocation Plan, which may include the following elements. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant’s proposal.

Services involve updating the Master Fee Schedule of each department, identifying additional service fees charged by other surrounding cities that are not currently part of the existing Master Fee Schedule, and developing a fully-burdened staff hourly rate. This rate study will not include any prop 218 fees or impact fees, these were evaluated and updated in 2023. The City is seeking to engage the services of a qualified professional firm experienced in cost recovery to prepare both reports for all user fees.

1. Identify the total cost of providing each City service at the appropriate activity level and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities.
2. Determine the appropriate General and Administrative overhead allocations to City activities and applicable overhead rates for use in calculating the City’s billable hourly rates. The requirements of the model should allow for:
 - a. Additions, revisions, or removal of direct and overhead costs so that the overhead cost allocation plan can be easily adapted to a range of activities, both simple and complex.

- b. The ability of the City to continuously update the model and overhead cost allocation plan from year to year as the organization changes.
 - c. The addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration (i.e. ad-hoc analysis).
3. Report on other matters that come to your attention in the course of your evaluation that in your professional opinion the City should consider.
 4. Present the plan to the City's management group and make necessary adjustments as requested.
 5. If called upon to do so, prepare and deliver presentations to the City Council to facilitate their understanding of the plan and its implications to the City.
 6. Provide the City with an electronic copy of the final comprehensive review, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in cost.
 7. Prepare a final report and provide a single Microsoft Word and PDF file of the Overhead Cost Recovery Plan that can be made available to City staff. Models, tables and graphs should be provided in Microsoft Excel as deemed appropriate. Any Cost Allocation Model revisions developed shall also be made available to the City in Microsoft Word and PDF formats, providing the ability to add, delete and/or update information as needed.
 8. Provide a computer-based model for adjusting these fees and charges for the City's current and future needs and provide the City with an electronic copy of the final comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs.
 9. Consult with City staff should the need arise to defend the cost allocation plan as a result of audits or other challenges.

2. User Fee Study

Prepare a User Fee Study for the City, which may include the following elements. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

1. Conduct a comprehensive review of the City's existing fees, rates, and charges. Current fees can be found at the following link-
https://www.cityofgrassvalley.com/sites/main/files/file-attachments/fee_schedule_24-25.pdf
2. Identify the total cost of providing each City service at the appropriate activity level and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities, but not including any prop 218 fees or impact fees,
3. Compare service costs with existing recovery levels. This should include any service areas where the City is currently charging for services as well as areas where the City should charge, considering the City's current practices, or the practices of similar or neighboring cities.
4. Recommend potential new fees and charges for services that the City currently provides but does not have any fees and/or charges established. Recommendations should be based on practices by surrounding cities that may charge for similar services, industry best practices, or the consultant's professional opinion.

5. Recommend appropriate fees and charges based on the firm's analysis together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.
6. Prepare a report that identifies each fee service, its full cost, and recommended and current cost recovery levels. The report should also identify the direct cost, the indirect cost, and the overhead cost for each service.
7. Prepare a report that identifies the present fees, recommended fees, percentage change, cost recovery percentage, revenue impact and fee comparison with similar cities. A survey comparison of rates and fees with similar cities is for information only.
8. Report on other matters that come to the Consultant's attention in the course of the evaluation that, in the Consultant's professional opinion, the City should consider.
9. Provide a computer based model for adjusting these fees and charges for the City's current and future needs and provide the City with an electronic copy of the final comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs. The requirements of the model should allow for:
 - a. Additions, revisions, or removal of direct and overhead costs so that the overhead cost allocation plan can be easily adapted to a range of activities, both simple and complex.
 - b. The ability of the City to continuously update the model and overhead cost allocation plan from year to year as the organization changes.
 - c. The addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration (i.e. ad-hoc analysis).
10. Prepare and deliver presentations to the City Council to facilitate their understanding of the plan and its implications for the City and make necessary adjustments as requested.
11. Provide training to enable staff to update fees on an annual basis.
12. Prepare a final fee study report and provide a single Microsoft Word and PDF file of the User Fee Study that can be made available to City staff. Models, tables and graphs should be provided in Microsoft Excel as deemed appropriate. Any revisions to the Master Fee Schedule shall also be made available to the City in Microsoft Word and PDF format, providing the ability to add or delete and/or update information as needed.
13. Consult with City staff should it become necessary to defend the City's User Fees as a result of any legal or other challenge.

Meetings

The consultant shall include rates of any additional meetings, should they be required.

1. A Kick-Off Meeting between consultant and City staff to review objectives of the study, agree to methodology, confirm project schedule and milestones, and discuss data needs.
2. Meet with staff and conduct interviews as needed to gain an understanding of the City's processes and operations.
3. Data collection and clarification meetings with City staff to obtain relevant information or clarify information required to complete the project(s).
4. Review findings with City staff. The consultant shall provide information supporting findings and proposed fees.
5. Attend up to three stakeholder meetings with interest groups.

6. Attend up to four meetings of Commissions and/or community to present Public Review Draft Nexus Study and Fee Updates and solicit input.
7. Attend City Council meeting to present Draft Nexus Study and Fee Updates. Discuss methodology and findings, provide a formal presentation, answer questions, and collect input to prepare the final draft.
8. Attend City Council meeting to follow up on the first meeting and present the final draft.

PROPOSAL FORMAT

The proposal should be limited to specific discussions of the elements outlined in this RFP. The intent of the RFP is to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work within the stated budget. The proposal should follow the general outline in the order shown below:

Cover Page/Introduction: A brief description of the consultant's firm, including the year the firm was established, type of organization of firm (partnership, corporation, etc) along with a statement of the firm's qualification for performing the subject services. Include a brief summary of the firm's experience in similar projects and any special experience that may be applicable.

Project Team: An organizational chart depicting the principal staff and subconsultants (if any) proposed by the firm and the expected time allocated to each team member. A brief summary of the qualifications and experience of each team member, including their length of service with their firm and a resume.

Technical Approach: The firm's proposed work plan and task description of how the firm will comply with the proposed scope of work. A discussion of what tasks may be coordinated with sub-consultants and the firm's ability to complete potential future tasks.

References: A list of references for similar projects, including contact person, phone numbers, and the professional staff who performed the work.

Exceptions and Additions: Describe any proposed exceptions, alterations or additions to the Scope of Services or other requirements of this RFP, including the standards Professional Service Agreement.

Cost Proposal: The proposed cost schedule, including the method of compensation, the hourly rate for principals, employees to be assigned to this project, and a summary of any other related costs that are to be billed directly. A detailed schedule of proposed costs shall be provided as part of this proposal.

PROPOSAL SUBMITTAL

Proposals are to be received at the City of Grass Valley City Hall office no later than 5:00 p.m., June 4, 2026. The transmittal letter should include the name, title, address, phone number, an original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant or consulting firm, and who may be contacted during the period of proposal evaluation. The letter must also include a statement acknowledging that the consultant or consultant firm has reviewed and accepted the City of Grass valley sample agreement (Attachment A) with or without qualifications. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

Proposals can be submitted in either electronic or paper format. Electronic submittals shall be submitted to info@grassvalleyca.gov Attn: Jon May. Proposals will also be accepted by delivery of one paper copy of the proposal and one electronic version of the proposal on a USB flash drive to City of Grass Valley, Attn: **Jon May, 125 E Main St, Grass Valley, CA 95945.**

Late proposals will not be accepted.

SELECTION CRITERIA

A Selection Committee will perform an in-depth analysis of all proposals, carefully evaluating each one with the following criteria:

CRITERIA	WEIGHT/POINTS
Understanding of work requirements, issues, and challenges	15
Approach to be followed and tasks to be performed, including detailed steps, resources required, and proposed project schedule	20
Specialized experience and technical competence of personnel to be assigned to project.	25
Relative allocation of resources to key tasks, including the time and skills of personnel assigned to the task and the consultant's approach to managing resources and project output.	15
Qualifications of the project leader and assurance of involvement in the project.	15
Cost of overall project	10
TOTAL	100

Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews (optional).

The City reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.

The City reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.

The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

Award of a contract will not be based on discrimination based on race, religion, color, age, sex or national origin in accordance with the requirements of Title 49 CFR 26.13(b).

BUDGET, FINANCIAL CONDITIONS, AND PRICING

The City is seeking a clear and comprehensive understanding of all costs associated with the project. This would include development of the studies, in-person presentations, trainings, and travel. Each department's individual fee study or plan shall be priced separately, along with any discounts identified if the City moves forward with multiple studies.

The contract that results from this RFP will specify a maximum "not to exceed" fee. A budget amount and payment schedule will be agreed upon between the City and the consultant during contract negotiations.

All applicable costs may be charged to the contract within the agreed upon fixed price limit. Appropriate charges may include wages and salaries, overhead, materials and subcontractor costs. Consultant shall provide all necessary equipment including software, materials, supplies, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Compensation for these items shall be considered included in the Consultant's overhead. Only those items listed in the cost proposal shall be reimbursed by the City.

The City will not provide financial assistance to the consultant beyond negotiated fees but will collaborate with the consultant and give reasonable cooperation in the collection of information and facilitation of meetings with appropriate agencies. The City of Grass Valley shall not be liable for any pre-contractual expenses incurred by the Consultant in the preparation of its proposal. Pre-contractual expenses are defined as expenses incurred by the Consultant in preparing its proposal; submitting the proposal; negotiating with the City of Grass Valley related to this RFP; or any other expenses that may be incurred by the Consultant prior to the date of award of this Contract.

GENERAL TERMS & CONDITIONS

Assurance of Designated Project Team: Proposer shall assure that the designated project team, including sub-Consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-Consultant(s) shall not be made without the prior written approval of the City.

Standard Contract. Upon completion of the evaluation and recommendation for award, the selected firm(s) will be required to execute a professional services agreement, a sample of which is included as Attachment A.

Notice of Termination: Upon failure of performance by the Consultant, or at the City's convenience, The City may terminate the contract upon five (5) days written notice to the other party. If the contract is to be terminated, the consultant shall be paid the amount due for work properly completed and approved by the City, up to the date of the notice of termination, based on the actual costs to the consultant attributable to the project, less any compensation to City for damages suffered as a result of Consultant's failure to comply with the terms of the contract.

Conflict of Interest. The Consultant shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

Non-Collusion. Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.

Indemnification & Insurance Requirements. The City's standard indemnification and insurance requirements are provided in the sample contract, Attachment A. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in the rejection of the firm's proposal.

Protests and Appeals. Any protest shall be submitted in writing to the Assistant City Engineer within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

INQUIRIES AND ADDENDA

Direct all inquiries regarding this RFP in writing to:

Jon May
City of Grass Valley
125 East Main Street
Grass Valley, CA 95945
Phone: (530) 274-4350
Fax: (530) 274-4399

Email: jonm@grassvalleyca.gov

Questions regarding this RFP must be submitted in writing by May 15, 2026. No response will be given to verbal questions. The City reserves the right to decline a response to any question if, in the City's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addenda to this RFP is valid only if in writing and issued by the City of Grass Valley. All addenda for this RFP will be distributed via City of Grass Valley's website: <https://www.grassvalleyca.gov/post/current-bid-documents>

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve them of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of their proposal.

Firms that wish to be provided notice of the availability of addenda may contact Jon May at jonm@grassvalleyca.gov and indicate they plan to respond to this RFP, so that they can be added to an email distribution list.

ATTACHMENTS

Attachment A: City of Grass Valley Professional Services Agreement Template

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS(City of Grass Valley / [**Company or Individual**])

1. IDENTIFICATION

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

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: [**enter description of consultant's services**]
- 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 opportunity for 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. "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 *et seq.*, (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 *et seq.*, (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 *et seq.*, or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 *et seq.*
- 3.2. "Scope of Services": Such professional services as are set forth in Consultant's [**enter consultant's proposal date**] proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

- 3.3. “Agreement Administrator”: The Agreement Administrator for this project is [Name and title]. 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
- 3.4. “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.
- 3.5. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is _____ Dollars (\$_____).
- 3.6. “Commencement Date”: [date].
- 3.7. “Termination Date”: [date]

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. [Name of Project Manager] shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and

disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to 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 that it is, or that any of its agents or employees are, in any manner employees of City.

- 10.3. Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officials, officers, agents, employees and volunteers.
- 11.2 Consultant to Indemnify City.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' 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 attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this

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

- 11.9 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

12. INSURANCE

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

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

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

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

- 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	\$350,000
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- 12.4. **Worker's Compensation Insurance.** Consultant warrants that he or she has no employees and is therefore not subject to the obligation to provide workers compensation insurance. Consultant will comply with the workers compensation statutes as to himself or herself should he or she employ any

person in the performance of this Agreement and shall impose a comparable provision in any subcontract entered into with respect to this Agreement.

- 12.5. **Automobile Liability Insurance.** Covered vehicles shall include owned, if any, non-owned and hired automobiles, and trucks.
- 12.6. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of Grass Valley must be endorsed as an additional insured for each policy required herein, 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, directors, 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.
- 12.7. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.8. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the 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: Jon May, 125 E. Main Street, Grass Valley, California 95945.
- 12.9. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

- 12.10. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.11. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.12. **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 prior to 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. The amount of deductibles for insurance coverage required herein are subject to City's approval.

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to City

If to Consultant

[Name]
City of Grass Valley
[Department/Division]
125 E. Main Street
Grass Valley, CA 95945
Telephone: (530) 274-4310
Facsimile: (530) 274-4399

[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

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the

services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, 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 herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in 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 control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest 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. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. 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 agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Nevada County, California and Consultant hereby consents to jurisdiction in Nevada County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”

City of Grass Valley

“Consultant”

[Name of Company or Individual]

By: _____

Signature

By: _____

Signature

Printed: _____

—

Printed: _____

—

Title: _____

—

Title: _____

—

Date: _____

Date: _____

Attest:

By: _____

Taylor Day, Deputy City Clerk

Date: _____

Approved as to form:

By: _____

Michael G. Colantuono, City Attorney

Date: _____

JUNE 4, 2026
PROPOSAL TO PERFORM CONSULTING SERVICES

COMPREHENSIVE FEE STUDY AND OVERHEAD COST ALLOCATION ANALYSIS



ClearSource Financial Consulting

7960 B Soquel Drive, Suite 363
Aptos, California 95003

TERRY MADSEN | PRESIDENT
tmadsen@clearsourcefinancial.com
831.288.0608

PROPOSAL CONTENTS

Organizing Information

Title Page ----- Cover

Table of Contents ----- Current Page

Transmittal Letter -----Next Page

Proposal Content and Order Required by RFP

1 | Introduction -----1-1

2 | Project Team ----- 2-1

3 | Technical Approach ----- 3-1

4 | References ----- 4-1

5 | Exceptions and Additions ----- 5-1

6 | Cost Proposal ----- 6-1

June 2, 2026

CITY OF GRASS VALLEY

Attention: Jon May | Building Official | Community Development Department
125 East Main Street
Grass Valley, California 95945
DIGITAL TRANSMISSION VIA: INFO@GRASSVALLEYCA.GOV

PROPOSAL | COMPREHENSIVE FEE STUDY AND OVERHEAD COST ALLOCATION ANALYSIS

To Jon May and the Members of the Proposal Evaluation Team:

Thank you for the opportunity to serve the City of Grass Valley in providing cost of service-based consulting across its fee-supported departments. **ClearSource Financial Consulting** is well-qualified, available to start within the City's planned timeframe, and fully resourced to complete the upcoming scope of work envisioned by the City. ClearSource brings an **open mind for change** and **energy to do the heavy lifting it takes for a fresh look** on the wide-ranging cost recovery topics. We commit to the City of Grass Valley to provide premier service, on time along a realistic study and legislative schedule, and within budget:

PREMIER SERVICE	ON TIME	WITHIN BUDGET
We routinely demonstrate care about the details and the rightful influence of local conditions . We do the hard work to achieve modern and meaningful outcomes that reflect the way our clients serve their communities today.	We know time is of the essence in this work: a key determination of success and satisfaction for many of our city clients. All project reporting will be final 150 days from project start , ready then for a thoughtful pace of legislative review toward a likely effective date of July 1, 2027 , if not earlier.	We will finish the scope of services without change orders , which is our standard practice. We do not ask our clients to bear the risk in estimating what it takes to do this work thoroughly and with successful enactment.

I founded ClearSource Financial Consulting in 2011 to focus on these principles in service solely to California public agencies. As President, I am authorized to negotiate and bind ClearSource contractually under the City's terms. I have reviewed the City's sample agreement and accept its provisions without exception. My signature obligates ClearSource to the commitments in this proposal and confirms that it shall remain valid for a period of 90 calendar days from submittal.

Sincerely,



TERRY MADSEN, PRESIDENT | CLEARSOURCE FINANCIAL CONSULTING

PHONE: 831.288.0608

EMAIL: TMADSEN@CLEARSOURCEFINANCIAL.COM

CLEARSOURCE PROFILE

ClearSource Financial Consulting is pleased to submit our qualifications to the City of Grass Valley as it contemplates a future Comprehensive Fee Study and Overhead Cost Allocation Analysis. We look forward to this opportunity to serve the leaders, direct service providers, and constituents of the City.

FIRM HISTORY | ClearSource is a privately owned California-based boutique consulting firm intentionally sized and structured to emphasize a **highly tailored, high quality study experience for our public sector clients**. ClearSource is staffed by a four-person team of seasoned individuals with decades of combined experience in local government financial analysis. We are particularly focused on equitable forms of locally controlled cost recovery within the challenges and constraints of the ever-evolving California statutory and legal environment, informed respectfully and strategically by the voter driven principles embedded in Propositions 218 and 26.

Our firm is centered on the philosophy and principles of ClearSource founder and President, Terry Madsen, who will lead this project from start-to-finish. **For 24 years, Terry has provided financial consulting services exclusively to local government agencies**. In October 2011, he founded ClearSource, a firm dedicated to providing local government agencies with premier financial consulting, serving with the:

- Energy and enthusiasm to dive deep into the details,
- Willingness to do the heavy lifting necessary to implement modernization and lasting change,
- Exclusive staffing on projects of only tenured professionals able to enact both the science and art in these studies, and
- Commitment to on-time delivery and not-to-exceed consulting fees.

CONTACT INFORMATION | Reach our team at:

PHONE: 831.288.0608
EMAIL: tmadsen@clearsourcefinancial.com
VISIT/MAIL: 7960 B Soquel Drive, Suite 363
 Aptos, California 95003

SERVICE EXPERTISE | ClearSource provides professional services to California municipal agencies, consulting on topics focused on **revenue management through cost of service-based resources**. We specialize in conducting the following common areas of study and consultation on a wide cross-section of governmental services and funds:

- User and regulatory fee studies
- Consolidated fee schedule development and ongoing management
- Comparative/market analysis
- Cost allocation plans and indirect cost rates
- Internal service fund rate studies
- Special financing district auditing, establishment, and administration and ongoing management
- Special projects to address salient revenue and cost recovery topics

Our primary focus is on revenue streams linked to cost of service principles, fairness, and local-government control. Throughout these areas of expertise, we often work in harmony with internal and external stakeholders to achieve successful implementation of the necessary solutions.

PUBLIC SECTOR DEDICATION | As with every study of this type, the successful completion of this project for the City will require **positive, professional relationships with agency staff**, contract service providers, stakeholders, and the City Council and/or subcommittees. ClearSource clientele can attest to our ability to successfully navigate timing, competing values, and other challenges that arise when completing multi-faceted projects.

During his career, **Terry Madsen has been commended repeatedly for his integrity, client service, dedication, and perseverance**. His treatment of agency staff and respect for both the challenges they face and the results they require to successfully accomplish their goals, results in working relationships that span multiple years and varied projects.

CLEARSOURCE EXPERIENCE

COST RECOVERY TOPICS | ClearSource is a California-based consulting firm working exclusively for a diverse array of California-based public agencies on varied topics within the overall question of locally controlled cost recovery of public services. Broad service areas within which we have performed analysis include:

- Community development: planning, land development, building and safety, environmental services, and code enforcement
- Public safety: fire prevention, fire operations, emergency medical services, police, animal control
- Public works: engineering, infrastructure and operations, and utilities
- Community services: parks, community spaces, recreation programs, social services, libraries, facility rentals, arts and culture, special events, and filming
- Administration and governmental: indirect cost allocation and rates, direct labor rates, internal service fund rates, business licensing, and public records

ClearSource has performed consulting services within the past 24 months comparable to the City of Grass Valley's scope of work for its Comprehensive Fee Study and Overhead Cost Allocation Analysis for the sample of California cities and their specific fee/cost recovery-based programs listed in **Exhibit 1 on Page 1-4**. This includes identification of trending topics in California fee design, such as short term vacation rentals, retail cannabis, electric vehicle charging, stormwater management and inspections, and technology enhancement cost recovery.

CLEARSOURCE CLIENTS | Following is a list of ClearSource clients actively served within just the past five years, noting original contract date through most recent date of service, emphasizing **our long-standing, repeat service** to many of these agencies. Throughout our firm's history, **over 80% of agencies for whom we performed an initial contract have returned to us for subsequent services**, via both sole-source engagement and competitive

procurement. As a consulting firm performing defined scope and limited-term projects, we are proud of the demonstration of positive service to so many California agencies that our repeated engagement with them confirms.

POPULATION >200,000

- Santa Ana (2019-2023)
- Oxnard (2018-2024)
- Santa Clara County (2022)
- Kern County (2019-2025)
- Ventura County (2024)

POPULATION 100-200,000

- Huntington Beach (2018-2024)
- Garden Grove (2023)
- Roseville (2015-2024)
- Escondido (2024)
- Torrance (2017-2024)
- Santa Clara (2020-2025)
- Antioch (2025)
- Costa Mesa (2019-2024)
- Sparks, Nevada (2025)
- Ventura (2012-2025)
- Norwalk (2023)

POPULATION 50-100,000

- Hemet (2021-2025)
- Merced (2025)
- San Leandro (2016-2022)
- Lake Forest (2019-2025)
- Folsom (2023)
- Newport Beach (2022-2025)
- Milpitas (2018-2025)
- Turlock (2025)
- Yorba Linda (2025)
- Madera (2025)
- La Habra (2025)
- Gilroy (2024)
- Novato (2019-2024)
- Cathedral City (2020-2023)
- Lincoln (2019-2025)
- Placentia (2021)

- Palm Desert (2023)
- Watsonville (2022-2025)
- Pleasant Valley PRD (2022)
- Ceres (2023)

POPULATION 25-50,000

- Azusa (2015-2023)
- Campbell (2018-2023)
- San Bruno (2024)
- Bell Gardens (2020-2021)
- La Quinta (2012-2023)
- Moorpark (2022)
- San Juan Capistrano (2023)
- Bell (2014-2024)
- Lawndale (2020)
- Paso Robles (2024)
- Brawley (2023)
- Wasco (2020-2023)

POPULATION 15-25,000

- Seal Beach (2019-2024)
- Oakdale (2020)
- Calabasas (2023)
- Shafter (2017-2021)
- Oroville (2021)
- Pinole (2022-2025)
- Laguna Woods (2013-2025)
- Rancho Mirage (2019-2021)
- Kerman (2022)

POPULATION <15,000

- McFarland (2020)
- Auburn (2023)
- Palos Verdes Estates (2018-2021)
- Larkspur (2016-2023)
- Grover Beach (2021)
- Signal Hill (2023)
- Morro Bay (2022-2024)
- Corte Madera (2024)
- Sebastopol (2019-2023)
- Escalon (2017-2023)
- Taft (2021)
- Gustine (2013-2022)
- Solvang (2021-2023)
- St. Helena (2025)
- Woodside (2019-2025)
- Del Mar (2026)
- Carmel Valley Recreation & Park District (2025)
- Wheatland (2018-2023)
- Monte Sereno (2018-2020)
- Belvedere (2024)
- Del Rey Oaks (2024)

ClearSource has enthusiastic references from public agencies across California. A sampling of client references begins on **Page 4-1**. Should additional references or sample reports be desired, we will furnish them immediately upon the City’s request.

EXHIBIT 1 | SAMPLING OF COST OF SERVICE TOPICS STUDIED RECENTLY

Cost of Service Category	Sampling of Cities Served by ClearSource in the Last 24 Months										
In all cases, ClearSource delivered publishable and working consolidated schedule of fees, administrative record, and supporting cost of service models in Microsoft applications, enabling our clients to edit and manage outcomes between comprehensive studies.	City of Huntington Beach, CA	City of La Quinta, CA	City of Lake Forest, CA	City of Larkspur, CA	City of Lincoln, CA	City of Novato, CA	City of Rancho Mirage, CA	City of Roseville, CA	City of Santa Clara, CA	City of Torrance, CA	City of Ventura, CA
	Community Development										
	Planning	x	x	x	x	x	x	x	x	x	x
	Land Development	x	x	x	x	x	x	x	x	x	x
	Building & Safety	x	x	x	x	x	x	x	x	x	x
	Public Safety										
	Fire Prevention & Operations	x	x			x		x	x	x	x
	Emergency Medical Services							x		x	
	Police	x	x			x	x		x	x	x
	Animal Control							x		x	
	Public Works										
	Infrastructure & Operations	x	x	x	x	x	x	x	x	x	x
	Engineering	x	x	x	x	x	x	x	x	x	x
	Utilities	x				x		x	x	x	x
	Community Services										
	Parks & Community Spaces	x	x	x	x	x		x	x	x	x
	Recreation Programs		x	x	x			x	x	x	x
	Community Centers & Libraries	x	x	x		x		x	x	x	x
	Facility Use and Rentals	x	x	x	x	x		x	x	x	x
	Special Events	x	x	x		x	x	x	x	x	x
	Film Permitting	x	x	x	x		x	x		x	x
	Administration & Governmental										
	Business Licensing					x	x	x			x
	Clerk / Public Records	x	x	x	x	x	x	x	x	x	x
	Indirect Cost Rates & Charges	x	x	x	x	x		x	x	x	x
	Fully Burdened Hourly Rates	x	x	x	x	x	x	x	x	x	x
	Trending Topics										
	Vacation Rentals		x			x	x				x
	Cannabis Retailers		x			x					x
	Electric Vehicle Charge Stations			x		x					
	NPDES	x	x						x	x	x
	Technology Enhancement	x	x		x	x		x	x		x

CLEARSOURCE TEAM ORGANIZATION

TEAM ORGANIZATION | In ClearSource's work with the City of Grass Valley, the Comprehensive Fee Study and Overhead Cost Allocation Analysis will be led start-to-finish by Terry Madsen as our Project Manager, supported by three additional consultants from our team. A summary of the roles on our team is below, followed by **Exhibit 2**, describing our reporting structure with the City and within our team. Narrative biographies of our individual consultants begin on **Page 2-2**.

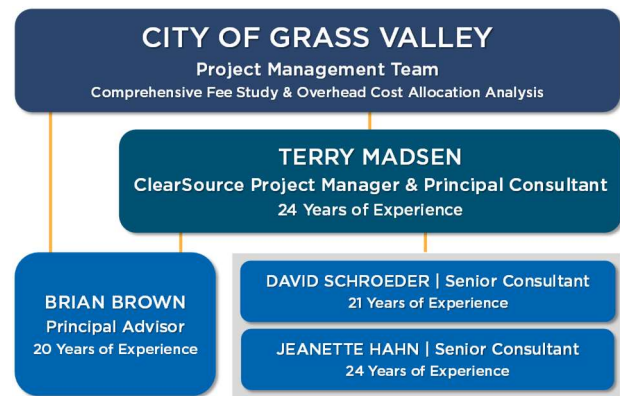
➔ **Project Manager and Principal Consultant, Terry Madsen:** Terry will have responsibility for executing our proposed work plan for this project and adhering to the contractual and administrative commitments we make to the City. Terry will direct the approach and methods we undertake to produce successful outcomes for the City, including maintaining a detailed understanding of our analyses, the City's information, and our recommendations. Terry will be the primary facilitator of meetings and intended presenter of our findings. Terry will direct others on our team to conduct meetings and presentations if scheduling conflicts arise, in order to sustain our calendar commitments to the City. All members of our team operate at a senior level similar to Terry, well versed and easily conversant in the subject matter.

➔ **Senior Consultants, David Schroeder and Jeanette Hahn:** David and Jeanette will provide analytical, research, strategic, and administrative tasks on or in support of the project, performing according to the task-based responsibilities identified in our work plan and through the day-to-day direction given by our Project Manager. David and Jeanette may individually conduct meetings with City staff to develop data and

review findings and both are thoroughly experienced in public facing roles in the subject matter as well.

➔ **Principal Advisor:** Brian will serve as an additional resource to the City, ensuring that ClearSource meets its commitments for both work product and schedule and sustains collaborative relationships. Brian will support our Project Manager in refining our team's approach and work plan as the study evolves, implement quality control procedures identified by our Project Manager, and contribute ideas to areas of innovation encountered.

EXHIBIT 2 | PROJECT TEAM STRUCTURE



SOLE PROVISION OF SERVICES | All services identified under the City's Scope of Work for this project will be completed by ClearSource personnel. We are entirely qualified and fully resourced to complete the services within our existing firm organization and core competencies. No services will be subcontracted to other firms, nor will any subconsultants or subcontractors be used to supplement ClearSource staff and capabilities.

(This section continues on the following page.)

PROJECT MANAGER / PRIMARY CONTACT

We introduce **Terry Madsen** as our **Project Manager and primary contact person for the City of Grass Valley**.

CONTACT | Phone Terry at **831.288.0608** or email to **tmadsen@clearsourcefinancial.com**.



Terry Madsen

**PROJECT MANAGER AND
PRINCIPAL CONSULTANT**

29% of Expected Project Hours

PROFESSIONAL EXPERIENCE | Terry Madsen is the President of ClearSource Financial Consulting. For 24 years, he has provided financial consulting services to local government agencies. In October 2011, Terry founded ClearSource Financial Consulting, a firm dedicated to providing local government agencies with premier financial consulting services. From October 2001 to October 2011 Terry was employed by a competing California firm, NBS. Terry's depth of knowledge includes numerous service areas including user fee studies, indirect cost allocation studies, internal service fund rate studies, water and wastewater rate studies, and special financing district administration.

During his career, Terry has served the following diverse sampling of California agencies, among many others: the Cities of Roseville, Huntington Beach, La Quinta, Laguna Woods, McFarland, Long Beach, Palos Verdes Estates, Rancho Mirage, San Leandro, Santa Ana, Santa Clara, Sebastopol, McFarland, Torrance, and Ventura; the Counties of El Dorado and Kern; and special districts such as Sacramento Regional Transit and Rancho Simi Recreation and Parks.

Within the past several years, Terry has supported cost allocation, cost of service, and user/regulatory fee studies for the following sampling of California public agencies:

- County of Kern, CA | Project Manager – Fire prevention fees, fire department indirect cost rates

- City of Lake Forest, CA | Project Manager – Citywide user and regulatory fees, formal cost recovery policy, Citywide indirect cost allocation
- City of La Quinta, CA | Project Manager – Citywide user and regulatory fees
- City of Long Beach, CA | Project Manager – Engineering development review fees
- City of Roseville, CA | Project Manager – Citywide user and regulatory fees, internal service fund rates
- City of Ventura, CA | Project Manager – Citywide user and regulatory fees, Citywide indirect cost allocation, internal service fund rates

Terry has worked closely with every level of the public body including property owners, community organizations, City Council/Board members, special commissions, agency managers, all members of the agency finance team, directors of every agency department, management analysts, and the direct service staff that are the primary contact points for members of the community, such as inspectors, plan reviewers, operators, maintenance personnel, and records staff.

Terry's experience in performing fee studies includes all phases of the work, from project initiation to completion and presentation of final findings. His efforts include data gathering, conducting interviews with agency staff, model development, report preparation, and presentation and delivery of study narratives. He has analyzed fees for a comprehensive array of municipal services, such as planning, land development, building, fire protection, code enforcement, community services, parks, recreation, administration, general governmental, public infrastructure, utilities, and others.

Terry is a member of the California Society of Municipal Finance Officers. He received his undergraduate degree (Cum Laude) from Cal Poly, San Luis Obispo. He was awarded a Bachelor of Science in Business Administration with a Finance Concentration and an Economics Minor. He received his graduate degree from California State University, San Bernardino. He was awarded a Master of Business Administration with an Entrepreneurship Concentration.

Terry is based in Santa Cruz County and serves ClearSource clientele across California.

PROJECT ROLE | Terry will serve as our Project Manager, responsible for the performance of all study elements and fulfillment of our agreement with the City. He will also be the Principal Consultant for the studies, directing analysis for our staff, performing targeted analysis, troubleshooting, providing quality assurance, facilitating onsite and remote interaction with City staff and leadership, and representing our work in public procedures.

Continuity of Service

As an intentionally structured small firm that believes our size is integral to the way we provide **personalized and high quality service to our client communities**, ClearSource nonetheless is asked by

agencies about our plans for ensuring continuity of service if a team member faces personal emergency disruptive to the project. In fact, this is essential to our business and reputation. In addition to our collegiality and cross-discipline synergy, this is one of the key reasons **our staff is comprised only of seasoned professionals** in this area of expertise.

Our consultants are each two or more decades into consulting careers rich with successful project management, direct project performance, and accomplished public engagement for successful implementation of outcomes. For the City of Grass Valley, in the unlikely event our Project Manager Terry Madsen became unable to complete these services, fellow team member Jeanette Hahn will step into his place, able to perform at equal level, effectiveness, and achievement to Terry.

PROJECT SUPPORT STAFF

We introduce the following professionals who will be assigned to the City of Grass Valley for specific elements within the overall project.



David Schroeder

SENIOR CONSULTANT

45% of Expected Project Hours

PROFESSIONAL EXPERIENCE | David Schroeder is a Senior Consultant for ClearSource Financial Consulting. He has served the public sector for 21 years, focusing on recovery of municipal service costs, particularly within the varied structures of California special financing districts used by cities, counties, and special purpose districts across the state.

David's technical expertise is centered on large-scale and complex database analysis on multiple platforms, geographic information systems and science (GIS), and auditing of records and systems. Project areas in which David applies these skills for public sector clients have included:

- Special financing district administration, formation, annexation, auditing, and continuing disclosure reporting.

- Advanced GIS, including design and analysis to support district formation, annexation, Proposition 218 procedures, rate studies, and development impact fee analysis.
- Solutions generation for complex issues facing municipal clients, including fund close-outs, independent auditing of special financing districts, design and administration of refund programs, and data-driven public outreach.

David's expertise has supported a variety of public services including: lighting and landscaping, public safety, public facilities and maintenance services, and other municipal activities spanning general and special benefit. He is conversant in and has trained client agencies on GIS, including systems such as ESRI ArcGIS and the creation and usage of GIS web applications on the platform.

Within the past several years with ClearSource, David has supported cost allocation, cost of service, and user/regulatory fee studies for the following sampling of California public agencies:

- City of Santa Ana, CA | Senior Consultant – Citywide indirect cost rates and charges, internal service fund rates
- City of Lincoln, CA | Senior Consultant – Citywide user/regulatory fees, indirect cost allocation

- City of Placentia, CA | Senior Consultant – Citywide user/regulatory fees, indirect cost allocation
- City of Solvang, CA | Senior Consultant – Citywide user/regulatory fees, indirect cost allocation
- City of Hemet, CA | Senior Consultant – Citywide user/regulatory fees, indirect cost allocation
- City of Seal Beach, CA | Senior Consultant – Citywide user/regulatory fees, indirect cost allocation, budget analysis of labor allocations

David earned a Bachelor of Science in Business Administration, concentrating in Accounting Information Systems, from California State University San Bernardino. He is also certified from the University of West Florida's Graduate Geographic Information Science program.

PROJECT ROLE | David will provide large scale data analysis, facilitate areas of data development including meetings with direct service centers, conduct financial modeling, and perform research in support of analytical tasks for fee-oriented cost of service efforts.



Jeanette Hahn

SENIOR CONSULTANT

20% of Expected Project Hours

PROFESSIONAL EXPERIENCE | Jeanette Hahn is a Senior Consultant for ClearSource Financial Consulting. She has 24 years of experience advising municipal agencies on equitable and effective costs of service, cost recovery, and strategic financial planning.

Jeanette has analytical and policy expertise in the following subject matter:

- Cost of service analysis and cost allocation for cost recovery opportunities, including user fees, regulatory fees, and contracts/partnerships
- Water, wastewater, reclaimed water, and storm water/drainage utility rates and fees
- Development impact fees and capacity charge nexus analysis/justification
- Economic feasibility/decision analysis
- Long-range financial planning
- Benchmarking

Prior to becoming part of the ClearSource team in 2017, Jeanette succeeded at competing consulting firms. She was Director of Financial Consulting for California-based NBS from 2007 to 2011 and served progressive roles at FCS GROUP from 1997 to 2007, including California Regional Manager from 2004 to 2007. Jeanette stepped down from these executive roles in 2011 to balance family needs.

Jeanette has performed over 250 separate engagements for public agencies of diverse size and situation throughout the Western United States, including in California, Washington, Oregon, Idaho, Nevada, Utah, Montana, and Alaska. She is articulate and agile when working within the legal framework of rate and fee-setting across these states, with particular emphasis on California's Proposition 218 and the state's Mitigation Fee Act.

As an accomplished and highly regarded speaker, Jeanette has earned a reputation for crafting effective and persuasive messages for attaining legislative and public approval of financial plans and accompanying rates and fees. Her skills have been deployed frequently in municipal work to defuse contentious or actively contested matters.

Furthermore, she has been repeatedly invited to present in educational and industry forums, such as the California Society of Municipal Finance Officers, League of California Cities, Association of California Water Agencies, and California Special Districts Association, among many others.

Within the past several years with ClearSource, Jeanette has supported cost allocation, cost of service, and user/regulatory fee studies for the following sampling of California public agencies:

- City of Milpitas, CA | Senior Consultant – Citywide indirect cost allocation plan, Citywide fully burdened hourly labor rates
- City of Newport Beach, CA | Senior Consultant – Citywide indirect cost allocation plan, Tidelands indirect and direct cost allocation plan, and Streets maintenance of effort cost allocation plan
- City of Santa Clara, CA | Senior Consultant – Citywide indirect cost allocation plan, parks and recreation cost recovery public outreach

- City of Huntington Beach, CA | Senior Consultant – Citywide indirect cost allocation plan
- City of Sebastopol, CA | Senior Consultant – Citywide indirect cost allocation plan

Jeanette holds a Bachelor of Arts in Economics with a Public Finance concentration from the University of Washington, Seattle.

PROJECT ROLE | Jeanette will provide senior level analysis, including framework of quantitative models, strategic positioning in targeted subjects, and quality assurance/quality control. Jeanette is also well able to ensure our team's continuity of service commitments for overall project management.



Brian Brown

PRINCIPAL ADVISOR

6% of Expected Project Hours

PROFESSIONAL EXPERIENCE | Brian Brown is a Principal for ClearSource Financial Consulting. Brian has served as a consultant for 20 years in the establishment and ongoing management of special revenue mechanisms unique to California public agencies and essential to the recovery of costs for various public services and infrastructure. Brian joined ClearSource in 2024 after serving progressive roles at other firms including NBS, Harris & Associates, and Francisco & Associates. Through all these consulting practices, Brian focused predominantly on projects and ongoing support for California local governments, including cities, counties, and various special districts such as school districts, recreation and parks districts, water districts, and county service areas.

Brian's expertise includes special financing districts, property related fees, and taxes formed under a

variety of statutes, including, but not limited to the Mello-Roos Community Facilities Act of 1982, Improvement Act of 1913, Municipal Bond Act of 1915, Landscape and Lighting Act of 1972, and County Service Area law. Specific projects include:

- Development, implementation, and on-going management of numerous financing strategies and special financing districts.
- Feasibility studies
- System audits
- District, parcel, and fund/account audits
- Budget development and analysis
- District and project fund closeouts
- Initial bond disclosure analysis
- Continuing disclosure services
- Development of tax and assessment methodologies
- Statutory compliance related to land-based financings
- Proposition 218 compliance.

Brian is an effective and prolific trainer of public agency staff and stakeholders, regularly educating at community forums, regional events, and industry gatherings. Additionally, he customizes subject matter training for individual agencies as part of his consulting practice. Brian is engaged with the California Society of Municipal Finance Officers and the Committee on Assessments, Special Taxes, & Other Financing Facilities.

PROJECT ROLE | Brian will support our Project Manager in monitoring our team's work and schedule compared to commitments made to the City, conducting quality control procedures, and contributing to specific issues discovered through study.

PROJECT UNDERSTANDING

Nature of the Project

The City of Grass Valley is engaging a consultant to conduct a **Comprehensive Fee Study and Overhead Cost Allocation Analysis in Fiscal Year 2026-2027**. This project is focused on the ethic of “the costs to serve” as the essential justification for fees and other specific forms of cost recovery in California to be enacted through action by the local governing body. Broadly speaking, the two cost of service-based studies answer:

- What are the costs of indirect and certain internal services supporting direct service provision to the community which may be reasonably recovered across various available mechanisms, including fees and other charges/direct billing? (This is the chief purpose of the Cost Allocation Plan element of services.)
- What are the full costs – direct and indirect – of outward-facing services provided to the community, which currently have or may be eligible for a user or regulatory fee? (This begins the series of steps within the User Fee Study element.)
- What are the cost recovery targets or policies of the agency as to the amounts that should be paid for those who request or cause these services under review?
- What structure of fee ensures a reasonable relationship between the fee amount paid and the underlying costs to serve?
- What is the impact to the source funds of changes to user/regulatory fees?

City Objectives for the Project

From our experience with other similarly situated agencies seeking these services, we believe the City expects its consultant to deliver a comprehensive review of the City’s cost recovery structure with the goal of establishing a consistent and objectively based fee and rate structure meeting the needs of the City and residents. The resulting fee and rate system must comply with all applicable laws and regulations and be compatible with the City’s

financial system and other systems, such as permit-tracking and online fee portals.

Fee-Based and Other Services Expected for Study

USER/REGULATORY FEES | ClearSource expects that the fee-related services under review in this study will focus on direct services eligible for user fee methodology, as well as identification during this study of any relevant additions for services performed without a fee or for under-quantified or ineffectively structured fees. Within the participating departments, this can encompass activities that generally may include:

- Regulatory activities, such as review, approval, and inspection of land development, construction/building, and improvements to infrastructure, and other areas of code review, compliance, and enforcement
- Permitting, such as special events and use of public facilities, infrastructure, and services
- Facility rentals and use of public spaces
- Program participation
- Operations and services of individual benefit/request or in response to individual action
- Licensing, billing, records management, and administrative service
- Hourly rates for direct-billing City staff time

(Revenue streams excluded from this study due to differing authority, implementation and analytical methods, and approval procedures are: utility rates and other property-related fees subject to Proposition 218 proceedings, assessments, development impact fees, in-lieu fees, franchise fees, fees intended and codified more as “taxes,” punitive fines/penalties, and general taxes.)

The Comprehensive User Fee Study is expected to **cover departments across the entire City organization without exclusion**, studying every user fee (or potential fee-based service) eligible for this analytical method and implementation process. From the City’s existing consolidated fee schedule, ClearSource anticipates fees in the following

categories and/or divisions to be evaluated in this project:

- Administration and Finance (non-tax)
- Police
- Animal Control
- Fire
- Planning
- Building
- Engineering
- Public Works
- Parks, Recreation, and Facilities

INDIRECT COSTS | While cost recovery for the above listed direct services are the focus of the Comprehensive User Fee Study, the Cost Allocation Plan focuses on cost recovery for the “indirect” services of the agency. Indirect services represent City budget units commonly found in (but not necessarily exclusive to) the General Fund that might include, as allowed:

- Legislative and general governmental activities
- Organization-wide management and administration
- Central services outside of internal service funds

Allocation of these services yields cost recovery mechanisms such as administrative charges or interfund transfers on eligible non-General funds, indirect cost rates applicable to direct billing, and a layer of cost recovery in the User Fee Study.

ClearSource Guiding Principles

ClearSource follows several guiding principles as we approach this subject matter for our clients:

- Create user/regulatory fees and associated practices that are understandable, implementable, and maintainable.
- Care about the details. Documentation matters. Communication with internal and external stakeholders matters.
- Identify estimated reasonable costs of service and use this information to set a coordinated and mutually consistent system of fees, internal charges, and associated policies.
- Balance the additional effort required for ongoing administration and maintenance when attempting to achieve a greater degree of accuracy.

- Consider legality, existing systems, resource capacity, and staff and community preferences when determining the best course of action.

General Approach to Study

The following fundamental components are embedded in the ClearSource approach to an indirect cost allocation plan and user fee study for California municipalities:

- Adherence to the state’s legal boundaries: **Article XIII C of the California Constitution**, Proposition 218, and Proposition 26, which direct fees be set according to the estimated reasonable cost of service and bear a fair and reasonable relationship to the payer’s burdens on or benefits received from agency service.
- Development of a dynamic indirect cost allocation model, capable of iterations based on cost recovery venue: either a **“full cost plan”** for application in locally controlled revenues versus a more constrained **“federal” plan (OMB 2 CFR Part 200)**.
- Development of a functionally layered **“full cost of service”** to represent the maximum limit for fees and cost recovery, inclusive of direct and indirect costs of service from participating agency divisions and centralized services.
- Valuation of agency time in providing direct services, serving as the basis for fee structures or for direct billing.
- Development of **cost recovery policy and practices**, which optimize the agency’s array of funding sources considering public and private benefits, market sensitivity, compliance and behavior modification, and fiscal constraints.
- Remodeling of fee structures where cost profiles, agency operations, or predetermined objectives necessitate change for improved recovery or more efficient or accurate collections.
- Full support and flexibility to complete the administrative record and pursue successful adoption/implementation of fee proposals.
- Reflection of **local values**, including internal perspectives and practices and existing legislative policy or common direction.

- **Adherence to committed schedule** as a critical factor in supporting City priorities and fostering broad satisfaction with the project.
- **No limit on number and format of events** needed to bring the project within this identified Scope of Services to successful completion.
- Delivery of **tools designed to be used actively** and essential to the City's ongoing successful update and maintenance of user fee and indirect cost outcomes.

Validation Process

Many communities specifically ask to understand the validation process for ensuring information is accurate. In user/regulatory fees, for which the phrase "estimated reasonable" is expected in their cost of service justification, three fundamental principles apply:

- Costs are linked to adopted budgets or actual financial reporting. These are the costs of Grass Valley. Respected policy is made intrinsically through these reports.
- Any critical data that must be developed, such as staff time estimates, is processed against activity volumes to compare to actual organizational capacity. Anything based on an estimate that drives an outcome not in line with actual capability will be readily apparent and flagged by ClearSource for reconsideration.
- While the industry does not inform fee outcomes at Grass Valley, the industry helps us identify outliers for explanation, investigation, or reconsideration.

ClearSource Solutions

ClearSource efforts across all elements of the project will focus in the following key areas:

DEVELOPMENT AND DOCUMENTATION OF CRITICAL INPUTS

- Remodeled Fee Structures and Service Categories (as merited)
- Financial Foundation for the Costs of Service: revenues, personnel costs and organization,

operating costs, and allocated administration/central services

- Annual Service Time
- Individual Unit Service Time
- Volume of Applications, Permits, and Service Population (as feasible)

DEVELOPMENT AND DOCUMENTATION OF QUANTITATIVE ANALYSIS

- Indirect Cost Rates: by departmental classification and a composite for the City if applicable
- Fully Burdened Hourly Rates: by division and by staffing classification
- Activity Costs of Service: by individual fee-related service, by broad service category, and/or by functional program
- Cost Recovery Policy: how much of the costs of service should be recovered by a fee?
- Regional Fee Comparison: does the market influence the City's decision-making?
- Comprehensive/Consolidated Fee Schedule for the 2026-2027 or 2027-2028 fiscal year, including tools for annual updates
- Projected Revenue Impacts

ENGAGEMENT AND APPROVAL

- Departmental Interaction: project orientation, data development, and interim review points
- Stakeholder Interaction (as necessary)
- City Council Interaction: presentation of findings and public hearing
- Project Owner Interaction: training for future upkeep of project outcomes and delivered tools

DELIVERABLE TOOLS

- Reporting: draft report, summary presentation, staff report, and final report
- Tools: fully-burdened hourly rate models, indirect cost allocation model, activity costs of service models, comprehensive fee schedule, and reporting

WORK PLAN 1 | COST ALLOCATION PLAN

ClearSource presents the following work plan to complete the scope of services envisioned by the City of Grass Valley for the Cost Allocation Plan.

Task 1. Study Orientation

CLEARSOURCE PLANNED ACTIVITIES:

ClearSource will generate common understanding of objectives, known issues to be addressed by study end, participant roles, expected procedural requirements, schedule and pre-established dates, and data collection and development measures. We will assess prevailing cost allocation models, methods, and applications, including annual procedures, internal opinions, impacts, and workload balance contrasted with the requirements of the City's varying uses for overhead reimbursement. We will review readily available budgetary documents to gain a working knowledge of City structure and accounting practices. We will determine a plan for generating current indirect cost allocations for the host of uses identified by the City. This will likely include development of a new Excel-based model in alignment with current needs but may include modification of existing tools if City personnel prefer to sustain existing tools.

EVENTS:

- Video meeting with City project management team; meeting with any applicable stakeholders

Task 2. Financial and Organizational Inputs

CLEARSOURCE PLANNED ACTIVITIES:

ClearSource will develop the necessary foundation for quantitative analysis, with focus on necessary data and documentation of assumptions as required by the application of plan outcomes (e.g., 2 CFR 200). We will access organizational and line-item detail to support costs, allocation factors, workload metrics, and accounting structure in the cost allocation model. We will acquire and parse statistics useful as bases for distributing costs and, where necessary, develop and document alternate data sets. We will conduct targeted engagement with representatives from support services departments to influence data accessibility and relevance in the plan, such as labor time, work order records, inventories, and other volumetric or organizational tools.

EVENTS:

- Video meetings, as needed, with City support services personnel

Task 3. Cost Allocation Model – Full Cost Structure

CLEARSOURCE PLANNED ACTIVITIES AND CITY SCOPE OF SERVICES:

ClearSource will generate the quantitative model in Microsoft Excel to allocate indirect costs accounted for in the General Fund Citywide. The model will be built to accommodate change in the organization: the ability to add or remove direct and indirect costs and to adapt to a range of activities, from simple to complex. The model is expected to identify: Citywide fund and accounting structure and fiscal year data for allocation outcomes, allocable indirect service centers, allocation bases and related distribution factors for indirect service centers, direct service centers, primary and secondary allocations, resulting annual cost allocations, resulting Citywide and departmental indirect cost rates, and resulting interfund transfers. The model will provide for future in-house or consultant updates by accommodating any "true-up" adjustment, utilizing annual inflators, or revising underlying assumptions for fiscal year basis and/or allocation metrics. ClearSource will generate a comparison of outcomes under the updated Cost Allocation Plan to prior year outcomes, including explanation for substantive differences.

DELIVERABLE:

- Editable Microsoft Excel spreadsheet-based model

Task 4. Reporting and Deliverable Tools

CLEARSOURCE PLANNED ACTIVITIES:	ClearSource will provide the formal documentation of the Full Cost Allocation Plan, as well as deliver the editable tools developed throughout the study for the City's ownership and future use. We will include a narrative description of the Plan, describing key data and assumptions, and impacts; summary infographics; and the complete quantitative analysis as the justification for resulting Citywide and departmental indirect cost rates and interfund transfers. Draft reporting issued will be revised and reissued as final upon City review and input. ClearSource will provide a training session and appropriate documentation for the City's future maintenance of the Plan.
DELIVERABLES:	• Microsoft Excel-based and editable analytical models to allocate costs • Comprehensive report identifying detailed cost allocations, interfund transfers and/or charges for service, indirect cost rates for direct billing, impact on revenues in total and by fund/department/division, and comparative outcomes
EVENTS:	• Training for City staff in future management of indirect cost outcomes and deliverable models

Task 5. Review and Engagement

CLEARSOURCE PLANNED ACTIVITIES:	Throughout the study and its concluding stages, ClearSource will facilitate a meaningful level of interaction between consultants, City personnel, and if needed, City Councilmembers, to ensure applicable and sustainable outcomes and wide understanding of impacts. ClearSource does not impose limits on number of engagements within our defined work plan and to usher study outcomes to successful implementation.
EVENTS:	• Video meetings with City project management team; • Video meetings with any applicable internal stakeholders and City management • Video or in-person meeting with City Council and/or subcommittee, as necessary

WORK PLAN 2 | USER FEE STUDY

ClearSource presents the following work plan to complete the scope of services envisioned by the City of Grass Valley for the User Fee Study.

Task 1. Study Orientation

CLEARSOURCE PLANNED ACTIVITIES:	ClearSource will generate common understanding of objectives, known issues that must be addressed by study end, participant roles, expected procedural requirements, schedule and pre-established dates, and data collection and development processes. Most significantly, we will examine prevailing fees for known issues and discuss initial and potential modifications to fee structures, practices, and policies. We will assess prevailing fees and methods to understand effectiveness of current structures, including perceived cost recovery, perceived equity, alignment of fee categories with the manner in which work is performed, perceived competitiveness in the region, and feasibility or accuracy of billing within current capabilities. We will draft initial user/regulatory fee structures, where remodeling is predicted, to direct downstream data development steps.
EVENTS:	• Video meeting with City project management team • Video meeting(s) with individual direct service departments overseeing fee categories under review

Task 2. Financial and Labor Time Inputs

CLEARSOURCE PLANNED ACTIVITIES:

ClearSource will develop the necessary foundation for subsequent quantitative analysis, with focus on preparing the body of data that will inform every downstream element of the fee study. To develop financial inputs, we will gather and model financial data including: current and historical fee revenues, personnel and contractor costs and organization, adopted line-item expenditures, forecasted periodic outlays, and allocated indirect costs via new or existing plan. To develop and test labor time inputs, based on prevailing and future business processes, we will gather and develop expressions of time by utilizing any existing labor time-tracking data; conducting interviews to estimate a distribution of annual time across core functions of service; developing service time questionnaires linked to remodeled fee structures to estimate average or range of service times for fee-based services; applying industry experience to populate under-developed or unavailable time estimates; analyzing any existing data sets that inform workload/activity/use levels and project profiles; and reconciling annual time, service time estimates, and service volumes to test reasonableness of critical assumptions.

EVENTS:

- Video meetings with individual direct service departments to develop critical inputs

DELIVERABLE:

- Labor time profiles for fee-based service categories with applicable reasonableness testing

Task 3. Labor Time Valuation

CLEARSOURCE PLANNED ACTIVITIES:

ClearSource will develop fully burdened hourly labor rates in each department/division participating directly in the provision of services associated with a fee under review. Rates will be built to encompass labor costs, non-labor operating costs, departmental and/or divisional administration, Citywide central services/general administration, and periodic investments. Rates will be expressed by function of direct and indirect service within each department/division, where applicable and to enable cost recovery considerations for certain fee categories. Rates may be expressed as composite for the department/division and for the position class.

DELIVERABLE:

- Fully burdened hourly rates for divisions and/or position classes

Task 4. Fee Design

CLEARSOURCE PLANNED ACTIVITIES:

ClearSource will apply the outcomes from Tasks 1 and 2 – an assessment of existing fees and interaction with City staff to understanding current practices and work flow – to ensure cost of service analysis aligns with the fee structures recommended from that work, which may include elements of prevailing fees, recommendations based on prevailing business processes, system capabilities, and relevant market or industry practices applicable to City work flow. We will prepare a working model of a comprehensive fee schedule to guide subsequent analysis.

DELIVERABLE:

- Working model for the Consolidated Fee Schedule (service categories and fee structure)

Task 5. Cost of Service Analysis

CLEARSOURCE PLANNED ACTIVITIES:

ClearSource will prepare a cost of service model to join fully burdened hourly labor rates, time estimates associated with current workflow and business processes, and existing or any redesigned fee structures, in order to calculate the full unit cost of service associated with each fee category and layers within them. The full cost of service informs the maximum fee amount allowed under California framework for establishing user/regulatory fees by City Council action. The full cost of service at the fee or programmatic level is composed of direct labor and non-labor costs, indirect labor and non-labor costs, periodic outlays of direct or indirect benefit, departmental overhead, and Citywide overhead. Analysis will include modeling of activities with

under-developed or no fee imposed but where one is warranted and practical to improve the City's cost recovery from private benefit activities.

DELIVERABLES:

- Activity-level/unit costs of service and current recovery performance of the full cost

Task 6. Cost Recovery and Impact Analysis

CLEARSOURCE PLANNED ACTIVITIES:

ClearSource will recommend cost recovery targets for fee-based services or work with City staff in developing cost recovery policy to inform final fee amounts, particularly where full cost recovery is deemed unfeasible. Development of cost recovery policy and practices will optimize the City's array of funding sources considering public/private benefits, market sensitivity, compliance and behavior modification, and fiscal constraints. We will review and recommend where warranted associated fee practices, including waivers, discounts, deposit amounts, fee/deposit collection practices, and economic incentive practices.

ClearSource will develop a publishable comprehensive fee schedule for the City, useful in presenting proposals, as well as communicating fee descriptions, fee amounts, and charge bases to the public and to other City departments, who may have responsibility for maintaining Citywide schedules of fees. The comprehensive fee schedule developed can also include a tool for subsequent annual inflationary adjustments to the established fee structures between comprehensive cost of service studies. To the extent existing data systems enable it, revenue estimates from proposed fees based on historical or projected performance will be attempted, and we will compare prior fees in targeted service categories to assist in explaining impacts of notable changes. ClearSource will prepare a comparison of fees to other municipalities in targeted service categories as needed, likely by creating profiles for an array of "typical" uses in addition to one-for-one comparisons.

DELIVERABLES:

- Cost recovery policy framework and accompanying proposed Consolidated Fee Schedule
- Regional fee comparisons (selected and/or by sample project/application)
- Revenue impacts as feasible
- Direction and tool for subsequent annual inflation-based management of fees between comprehensive studies

Task 7. Reporting, Administrative Record, and Deliverable Tools

CLEARSOURCE PLANNED ACTIVITIES:

ClearSource will prepare the administrative record for pursuing implementation of revised fees. This focuses on the draft and final reports of cost of service findings, including assumptions, critical data, and discussion of expected impacts. Analytical detail will be included, as well as executive summary and infographics useful in public presentation and legislative processes. We will deliver the editable analytical models used to develop fees, including the detailed working comprehensive fee schedule and its streamlined, user-friendly publishable version. ClearSource will also provide presentation/summary materials for communicating proposals and assistance with both the staff report and public hearing notice. ClearSource will provide a training session and appropriate documentation for the City's future maintenance of comprehensive fee schedule.

DELIVERABLES:

- Citywide Consolidated Fee Schedule
- Microsoft Excel-based and editable analytical models to calculate cost of service based fees and tool for annual update of the consolidated fee schedule
- Report identifying detailed full costs of service (direct and indirect), current and recommended cost recovery, revenue impacts of recommended fees, and comparison of fees to other cities; report in digital file and any requested bound paper copies

- Staff report assistance for City Council agenda
- Presentation materials for City Council or other public meeting(s)

Task 8. Review, Engagement, and Approval

CLEARSOURCE PLANNED ACTIVITIES:

Throughout the study and at its concluding stages, ClearSource will facilitate a meaningful level of interaction between consultants, City personnel, and City Councilmembers or other City Commission(s) to ensure applicable and sustainable outcomes and wide understanding of impacts. **ClearSource does not impose limits on number of engagements** within our defined work plan and to usher study outcomes to successful implementation.

EVENTS:

- Video meetings with City project management team and/or meetings with individual direct service departments with fees under review
- Video or in-person meeting with applicable stakeholders
- In-person meeting with City Council and/or other City commission or committee
- In-person public hearing

CITY AND CONSULTANT RESOURCES

City Resources

CITY STAFF TIME | The City's Scope of Work for this project represents tasks to be performed and completed by the ClearSource team and which are delivered by the previously detailed ClearSource Work Plan. **ClearSource absolutely commits to do the heavy lifting in this project, and we do not reverse delegate to City staff.** That said, these types of projects are collaborative efforts. ClearSource identifies the following key ways in which City staff are involved in the completion of the project:

- ➔ Provide institutional knowledge and expertise and requested background documents, such as financial data, staffing information, fee schedules, and relevant policies. ClearSource asks City staff only for reports already in existence for other City purposes and readily available to share.
- ➔ Provide an overview of current fee schedules, fee collection practices, system capabilities for managing fee amounts and structures, and data tracking systems. ClearSource accomplishes this with staff in meeting format and does not ask staff to create responses outside efficiently schedule meeting time.
- ➔ Respond to consultant questionnaires or interviews to develop staff time profiles. Again, ClearSource achieves this in conscientiously

scheduled meeting format without subsequent "homework" for participating staff.

- ➔ Attend meetings to provide direction based on consultant-generated analysis, findings, and recommendations.
- ➔ Notice public meetings.
- ➔ Prepare agenda items for proposed fees and other outcomes brought forward for legislative and public review.

The following list provides an estimate of time that may be invested by City staff during the project, depending on role:

- ➔ City's Project Manager: 20 to 40 hours, varying by degree to which this individual attends all engagement with participating departments and divisions with consultants.
- ➔ Departmental/divisional key contacts: 2 to 8 hours, varying by complexity of fees managed or indirect service provided.
- ➔ Selected direct service personnel representatives: 30 minutes to 2 hours.

The ClearSource team does not require involved City staff to possess and skillset outside of their job responsibilities with the City. **We view City staff as experts in what they do**, while we bring expertise in cost of service analysis, nexus analysis, and the fee,

rate, and other cost recovery mechanisms under review in this project.

CITY INFORMATION | During this project, the City will provide ClearSource with readily available documents and data sets already tracked and exportable from its existing systems. **(ClearSource will not require the City to manipulate or parse data sets from their original form; our efforts to work with data sets in the forms delivered by the City is built into our presumed labor effort and consulting fee.)**

In a typical user and regulatory fee study, the following general information will be requested of the City:

- Actual and budgeted revenue and expenditure detail by fund, organization, and object across multiple fiscal years.
- Budgeted personnel costs by fund and organization.
- To be determined during study orientation based on need and availability: specific data sets tracked which might describe activity workload, such as service volumes and time.
- To be determined during fee design based on need: documentation of any specific formalized practices and policies associated with fee application and collection.

OTHER INFORMATION | Additionally, ClearSource independently will access the City's publicly available documents, such as budget documents, annual financial reports, relevant planning documents, existing fee schedules, existing fee schedules, existing fee schedules, existing fee/cost recovery policies, organizational information, and other available material.

ClearSource will also tap external/industry data sets as needed and conduct comparative fee research

relevant to the City of Grass Valley. Finally, ClearSource will use our experience in the immediate region and with comparable communities across California to fill gaps, springboard conversations with City staff, and generally **ensure that overwhelming burdens are not placed on City personnel to accomplish a successful and meaningful study.**

Consultant Resources

Our four-person team expects to spend over 200 hours during the project period fully delivering the City's scope of services and ushering the findings of the study to successful enactment. **Exhibit 6 on Page 6-3** lists a breakdown of our team's hours by team member and task from the previously described Work Plan.

While we have emphasized the collaborative roles of ClearSource and City staff in the successful completion of this study, we also commit to ensuring that:

- ClearSource performs all heavy data analysis for this project and does not reverse delegate to City staff.
- ClearSource works within existing data systems used by the City and does not ask City staff to create customized responses.
- ClearSource reframes and redesigns questions we ask of City staff or intended approaches to solutions in order to fit the capabilities and availability of participating departments.
- ClearSource devises engagement with City personnel to fit the needs and interests of individual participants.
- ClearSource communicates regularly with the City's designated project manager to ensure the study progresses along the expected timeline.

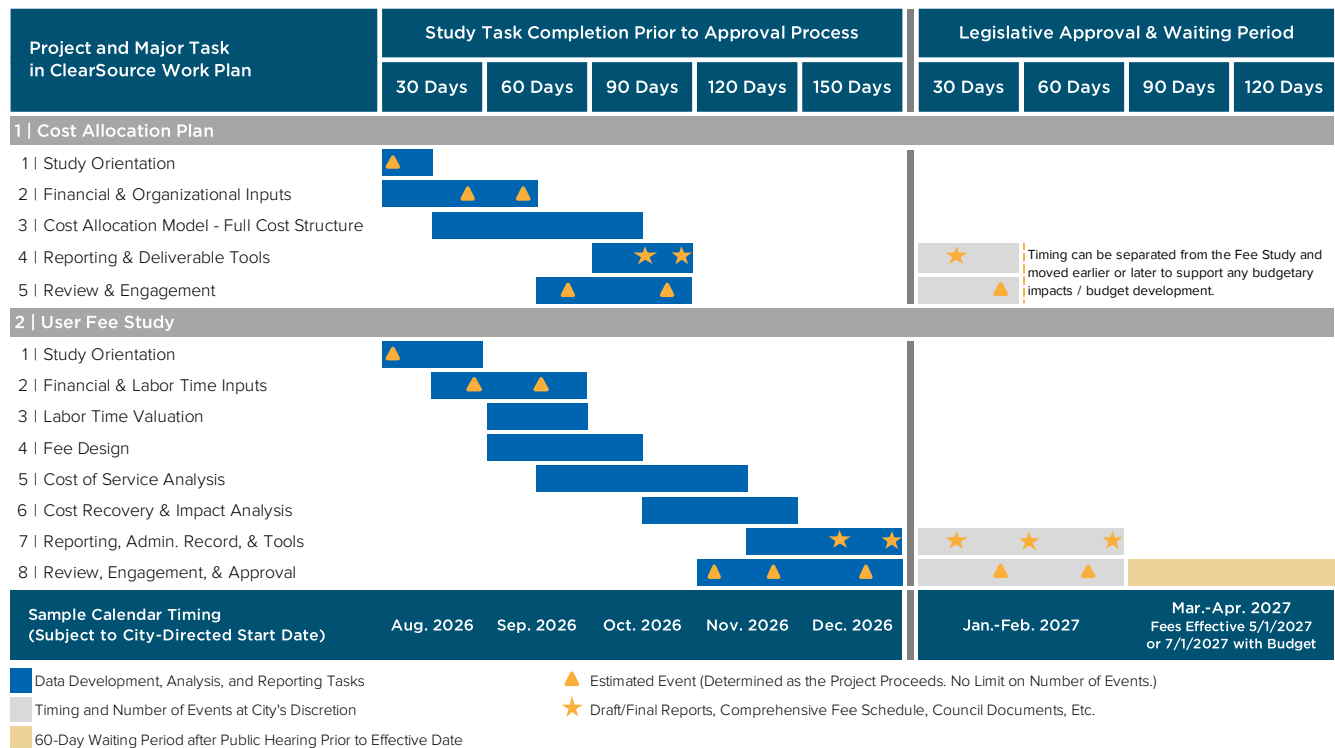
PROJECT SCHEDULE

ClearSource forecasts to **deliver final report documents for the project 150 days from commencement**. These reporting documents will enable presentation, any final edits based on legislative review, and any necessary additional public procedure or stakeholder engagement thereafter along the City's timeline and legislative priorities. The City should plan for an additional 90 to 120 days thereafter before fees become effective.

Exhibit 3 illustrates a timeline for consulting task completion, delivery of reports, and subsequent approval procedures. As a sample timeline, **if efforts begin in August 2026, all reports will be ready by the end of December 2026**.

After that date, outcomes can then inform the City's subsequent year budget development and the legislative review and approval process necessary for implementing revised fees. Upon completion of a public hearing scheduled according to the City's agenda at the time, approved user fees can become effective 60 days later. Under the calendar dates ClearSource proposes, the Consolidated Fee Schedule would potentially be implemented in the middle of the fiscal year, possibly by May 1, 2027, depending on Council agenda scheduling or in line with the start of the next fiscal year on July 1, 2027.

EXHIBIT 3 | STUDY TIMELINE BY CLEARSOURCE PROJECT ELEMENT AND WORK PLAN TASK



CLEARSOURCE REFERENCES

ClearSource submits the following references for cost of service consulting for communities of similar region, public service array, and/or scope of services to the City of Grass Valley.

City of Auburn, California

COMPREHENSIVE FEE STUDY FOR DEVELOPMENT SERVICES

Original Contract: 2023-2024

Jonathan Wright, Community & Economic Development Director

Phone: 530.823.4211 x144

Email: jwright@auburn.ca.gov

Cost of service analysis, cost recovery strategy, and consolidated fee schedule for building and planning services.

Team members: Madsen, Schroeder

City of Roseville, California

CITYWIDE USER/REGULATORY FEE STUDIES, INTERNAL SERVICE FUND RATE STUDIES, AND SPECIAL COST OF SERVICE CONSULTING

Original Contract: 2015 | Recent Services: 2025

Jeannine Thrash, Management Analyst - Finance

Phone: 916.774.5473

Email: JThrash@roseville.ca.us

Citywide Consolidated Fee Schedule, including: building, planning, public works, and administration, and special district fees for service. Fees for service have been analyzed for the following functions: administration, revenue, and finance; utility customer service and billing; planning, engineering, and building; encroachment and trench cut; impact fee deferrals and housing; non-rate electric and environment utilities; fire and life safety, emergency medical, police, and animal licensing; special events, permitting, facilities use, and parks and recreation; CFD maintenance; and rates for direct labor charges. ClearSource has also conducted internal service fund rate studies, development fee comparative benchmarking, and special cost allocation.

Team members: Madsen, Schroeder, Hahn

City of Lincoln, California

CITYWIDE USER FEE STUDY & OVERHEAD COST ALLOCATION PLAN

Original Contract: 2019 | Recent Services: 2025

Nita Wracker, Finance Director

Phone: 916.434.2400

Email: Nita.Wracker@lincolnca.gov

Full cost allocation plan and cost of service analysis supporting the Citywide master fee schedule for services including: building, planning, engineering, public services, code enforcement, special events, fire prevention, police, library, airport, administration, business licensing, facility rentals, park/field use, aquatics, and hourly billing.

Team members: Madsen, Schroeder, Hahn

City of Folsom, California

DEVELOPMENT PROCESSING FEE STUDY

Original Contract: 2023-2024

Josh Kinkade, Senior Planner

Phone: 916-461-6209

Email: jkinkade@folsom.ca.us

Cost of service analysis, cost recovery framework, and consolidated fee schedule for planning, development engineering, and building divisions.

Team members: Madsen, Schroeder

ClearSource does not propose any exceptions, alterations, or additions to the City's Scope of Services for a Comprehensive Fee Study and Overhead Cost Allocation Analysis, nor to other requirements of this Request for Proposals (RFP), including the standard Professional Service Agreement enclosed with the RFP.

PROJECT BUDGET

Maximum Price

TOTAL COST | ClearSource has developed the work plan and schedule described earlier and designed to deliver a successful Comprehensive Fee Study and Overhead Cost Allocation Analysis in Fiscal Year 2026-2027 to the City of Grass Valley. To complete both efforts, **ClearSource proposes a total maximum cost for this contract at \$41,820.**

COST BY ELEMENT | This maximum consulting fee is distributed to each element of the overall project as summarized in **Exhibit 4.**

EXHIBIT 4 | MAXIMUM CONSULTING FEE BY PROJECT ELEMENT

Project Elements	Labor Hours	Maximum Fee
1 Cost Allocation Plan	60	\$ 12,300
2 User Fee Study	144	\$ 29,520
ALL ELEMENTS NOT TO EXCEED	204	\$ 41,820

NOT-TO-EXCEED FEE | ClearSource commits to finishing the project as described in our work plan without change orders. This is our standard practice. **We do not request contract amendments for additional meetings, extra analytical scenarios, or any extended work to aid City staff or Council consideration.** These are *normal* occurrences in these types of studies and part of the standard effort required to usher study findings to successful conclusion. Our proposed price is set to accomplish the work thoroughly without upward risk to the City.

CONSULTING COST BY PARTICIPANT | The City has requested pricing for the User Fee Study to be identified by participating department. **Exhibit 5** presents an estimated allocation of study tasks following the departmental groupings directed by the Request for Proposal. It is important to note that there are substantial elements of the project that are fixed efforts, such as financial data analysis, documentation, and approval process. Should a department's fee schedule be excluded from this study, those fixed elements would need to be

redistributed to the remaining departments participating in the study.

EXHIBIT 5 | CONSULTING FEE BY PARTICIPATING DEPARTMENT

Project Element Allocated to Benefitting Department	Consulting Fee
1 Cost Allocation Plan	
Citywide Departments & Funds	\$ 12,300
2 User Fee Study	
Police	\$ 1,771
Fire	\$ 3,542
Engineering	\$ 5,904
Parks & Public Works	\$ 2,952
Building	\$ 7,085
Planning	\$ 6,790
Finance & Administration	\$ 1,476
GRAND TOTAL NOT TO EXCEED [a]	\$ 41,820

[a] The values above represent an allocation. Elimination of a participating department from the project may result in certain work plan tasks redistributed to remaining participants.

Consulting Fee Detail

CONSULTANT FEE BY TASK | The maximum consulting fee presented here is based on the ClearSource team's years of experience with similarly scoped and scaled California cities in past studies: careful review of the City of Grass Valley's existing potential fee categories for study, service provisions, organizational structure, and apparent financial performance, noting the breadth of City services that will fall under review in this effort. Our proposal ensures that all user/regulatory fees and indirect cost recovery eligible for the prescribed methodologies can be analyzed without shortcuts or explanations for non-analysis and that the process is carried through to successful implementation of feasible outcomes.

Exhibit 6 on Page 6-3 illustrates the detail behind our presented maximum price for the Comprehensive Fee Study and Overhead Cost Allocation Analysis. This includes our estimated

consultant labor time paired with hourly billing rates by task described in the ClearSource work plan.

PROFESSIONAL RATES | The proposed consulting fee presented is based on assumed time to complete the scope of services and the hourly billing rates for ClearSource consultants. The schedule of hourly billing rates for all positions contemplated in this project is as follows:

- Rates published through June 30, 2027, and fixed for services described in the ClearSource work plan for FY 2026-2027:
 - Project Manager: \$205 per hour
 - Principal Consultant: \$205 per hour
 - Senior Consultant: \$205 per hour

DIRECT EXPENSES | ClearSource does not bill clients for ordinary direct expenses, such as travel and document production. All costs incurred by ClearSource to complete the City's project as currently scoped are embedded in our professional rates. The City's project does not contemplate and include extraordinary expenses such as mailing or polling as part of the consultant's required deliverables; therefore, no cost above the billed time of our professionals is proposed in our consulting fee.

Rates for Additional Services

Should the City seek an amendment to the contract to add consulting services it did not contemplate in its original scope of services as of this submittal date, ClearSource will estimate an additional consulting fee using the professional rates listed above, subject to change after June 30, 2027, for any added services.

As emphasized earlier, **ClearSource will not request contract amendments to compensation to handle normal fluctuations in the scope of services** already defined, such as unplanned meetings, scenarios, or elongated review processes. An example of a situation when "added services" would apply is adding to the contract an update of the Citywide Fee Schedule in a subsequent fiscal year after the comprehensive study is complete.

Manner of Payment

ClearSource will issue monthly progress reports to the City. Accompanying monthly invoices will be based on progress recorded to the project following the major tasks described in the work plan. We will not invoice for tasks not yet completed, and we will not submit a final invoice for the study until work is completed. Total invoices issued over the course the study will not exceed the maximum price presented here.

EXHIBIT 6 | CONSULTANT TIME AND FEE BY PROJECT ELEMENT AND TASK

Project Element and Major Task	ClearSource Labor				Total Project	
	Project Manager	Principal Advisor	Senior Consultant	Senior Consultant	Labor Hours	Consulting Fee
	Madsen	Brown	Hahn	Schroeder		
Professional Hourly Rates, Fixed for Defined Scope:	\$205	\$205	\$205	\$205		
1 Cost Allocation Plan						
1 Study Orientation	1	0	2	1	4	\$ 820
2 Financial & Organizational Inputs	0	0	8	6	14	\$ 2,870
3 Cost Allocation Model - Full Cost Structure	0	1	15	8	24	\$ 4,920
4 Reporting & Deliverable Tools	1	1	6	2	10	\$ 2,050
5 Review & Engagement	1	1	6	0	8	\$ 1,640
Subtotal for Single Element	3	3	37	17	60	\$ 12,300
2 User Fee Study						
1 Study Orientation	3	1	0	2	6	\$ 1,230
2 Financial & Labor Time Inputs	5	1	0	8	14	\$ 2,870
3 Labor Time Valuation	2	0	0	8	10	\$ 2,050
4 Fee Design	8	0	2	6	16	\$ 3,280
5 Cost of Service Analysis	12	2	0	22	36	\$ 7,380
6 Cost Recovery & Impact Analysis	10	2	2	16	30	\$ 6,150
7 Reporting, Admin. Record, & Tools	6	2	0	8	16	\$ 3,280
8 Review, Engagement, & Approval	10	2	0	4	16	\$ 3,280
Subtotal for Single Element	56	10	4	74	144	\$ 29,520
GRAND TOTAL NOT TO EXCEED	59	13	41	91	204	\$ 41,820