REVISED

REGULAR CITY COUNCIL MEETING
WEDNESDAY, OCTOBER 14, 2020

Regular Meeting - 6:30 PM

City Hall – Beryl P. Robinson, Jr. Conference Room
317 Broad Street, Nevada City, CA 95959

MISSION STATEMENT
The City of Nevada City is dedicated to preserving and enhancing its small town character and historical architecture while providing quality public services for our current and future residents, businesses and visitors.

Erin Minett, Mayor
Douglass Fleming, Council Member **Duane Strawser, Vice Mayor**
Daniela Fernández, Council Member **Vacant, Council Member**

The City Council welcomes you to its meetings which are scheduled at 6:30 PM on the 2nd and 4th Wednesdays of each month. Your interest is encouraged and appreciated. This meeting is recorded on DVD and is televised on local public television Channel 17. Other special accommodations may be requested to the City Clerk 72 hours in advance of the meeting. Please turn off all cell phones or similar devices. Action may be taken on any agenda item. Agenda notices are available at City Hall. Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Hall at 317 Broad Street, Nevada City, CA during normal business hours.

In order to minimize the spread of the COVID 19 virus Governor Newsom has issued Executive Orders that temporarily suspend requirements of the Brown Act. Please be advised that the Council Chambers are closed to the public and that some, or all, of the City of Nevada City, City Council Members may attend this meeting telephonically.

1. You are strongly encouraged to observe the City Council meetings live on PUBLIC TELEVISION CHANNEL 17, ONLINE AT THE CITY'S WEBSITE WWW.NEVADACITYCA.GOV or* Nevada City Public Meetings-YouTube Channel *or at HTTP://NEVCO.GRANICUS.COM/PLAYER/CAMERA/2?PUBLISH_ID=7 (If you are unable to view the meeting live on YouTube please use one of the other 3 methods).

2. If you wish to make a comment on a specific agenda item, please submit your comment via email to NEVADACITY.OLSON@GMAIL.COM. Comments will be accepted at the email provided through the live meeting. You can also go to the Nevada City website at www.nevadacityca.gov and go to the public comment button to submit comments. PLEASE INCLUDE YOUR NAME AND ADDRESS IN YOUR COMMENT, AS WELL AS, INCLUDING THE AGENDA ITEM LETTER AND NUMBER IN YOUR SUBJECT LINE. Please keep your written comments to 3 minutes or less. Every effort will be made to read your comment into the record, but some comments may not be read due to time constraints.

3. In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in this meeting, please contact the Deputy City Clerk at (530) 265-2496 x133. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102.35.104 ADA Title II].

The City of Nevada City thanks you in advance for taking all precautions to prevent spreading the COVID 19 virus.

ANY MEMBER OF THE PUBLIC DESIRING TO ADDRESS THE COUNCIL ON ANY ITEM ON THIS AGENDA: After receiving recognition from the Mayor, give your name and address, and then your comments or questions. Please direct your remarks to the Councilmembers. In order that all interested parties have an opportunity to speak, please limit your comments to the specific item under discussion. All citizens will be afforded an opportunity to speak, consistent with their Constitutional rights. Time limits shall be at the Mayor's discretion. **IF YOU CHALLENGE** the Council's decision on any matter in court, you will be limited to raising only those issues you or someone else raised at the meeting or Public Hearing described on this agenda, or in written correspondence delivered to the City Council at, or prior to, the meeting or Public Hearing.

CLOSED SESSION: None

Under Government Code Section 54950 members of the public are entitled to comment on the closed session agenda before the Council goes into closed session.

REGULAR MEETING – 6:30 PM - Call to Order

Roll Call: Mayor Minett, Vice Mayor Strawser, Council Members Fleming and Fernández

PLEDGE OF ALLEGIANCE

PROCLAMATIONS:

PRESENTATIONS:

BUSINESS FROM THE FLOOR

1. **PUBLIC COMMENT**
   Under Government Code Section 54954.3, members of the public are entitled to address the City Council concerning any item within the Nevada City Council's subject matter jurisdiction. Comments on items NOT ON THE AGENDA are welcome at this time. Normally, public comments are limited to no more than three minutes each. **Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda.**

2. **COUNCIL MEMBERS REQUESTED ITEMS, COMMITTEE REPORTS AND FUTURE AGENDA ITEMS:**

3. **CONSENT ITEMS:**
   All matters listed under the Consent Calendar are to be considered routine by the City Council 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 votes on the motion to adopt, members of the Council, City staff or the public request specific items to be removed from the Consent Calendar for separate discussion and action.

   A. **Subject:** Accounts Payable Activity Report – September 2020
      Recommendation: Receive and file.

B. Subject: A Resolution for the Land Use Covenant and Agreement to Restrict Use of City Property – Environmental Restrictions, Providence Mine Sites
Recommendation: Pass Resolution 2020-XX, a Resolution of the City of Nevada City Approving and Authorizing Mayor to Sign the Land Use Covenant and Agreement to Restrict Use of Property – Environmental Restrictions.

C. Subject: Amended Agreement for Public Safety Dispatch Services Between the City of Grass Valley, the Town of Truckee, the City of Nevada City and the County of Nevada (July 1, 2020 through June 30, 2021)
Recommendation:

1. Review and approve the amended agreement for public safety dispatch services between the City of Grass Valley, the Town of Truckee, the city of Nevada City and the County of Nevada for the period of July 1, 2020 through June 30, 2021 and authorize the Mayor and City Manager to sign.

2. Pass Resolution 2020-XX, a Resolution of the City Council of the City of Nevada City repealing an agreement for public safety dispatch services between the City of Grass Valley, the Town of Truckee, the City of Nevada City and the County of Nevada (July 1, 2020 through June 30, 2021) and approving an amended version of the agreement.

D. Subject: Resolution of Application for Prop 68 – Per Capita Funds
Recommendation: Pass Resolution 2020-XX, a Resolution of the City Council of the City of Nevada City approving application(s) for Per Capita Grant funds and authorize the Mayor to sign.

E. Subject: A Resolution Approving the Application for Statewide Park Development and Community Revitalization Program Grant Funds
Recommendation: Pass Resolution 2020-XX, a Resolution of the City Council of the City of Nevada City approving the application for Statewide Park Development and Community Revitalization Program grant funds and authorize the Mayor to sign.

F. Subject: A Resolution to Award a Bid for the Purchase of a Chevrolet Tahoe LT for the Police Department
Recommendation: Pass Resolution 2020-XX, a Resolution of the City Council of the City of Nevada City to Award a Bid to Folsom Chevrolet for $64,882.75 to Purchase a 2021 Chevrolet Tahoe LT for the Police Department.

G. Subject: Action Minutes September 23, 2020 Regular City Council Meeting
Recommendation: Review and approve regular City Council meeting action minutes of September 23, 2020.

4. DEPARTMENT REQUESTED ACTION ITEMS AND UPDATE REPORTS:

A. Subject: Restoration of Parking Enforcement
Recommendation: City Council to provide staff direction as to the restoration of parking enforcement for violations that are occurring.

B. Subject: Emergency Proclamation Amendment to Extend the Relaxed Outdoor Dining Regulations Approved May 27, 2020
Recommendation: It is recommended that the City Council direct the City Manager, acting as the Director of Defense and Disaster, to amend Emergency Proclamation, a Proclamation by the Director of Defense and Disaster of the City of Nevada City, authorizing the creation of an administrative program in response to Covid-19 to temporarily relax outdoor dining regulations, signage regulations, and on-site parking requirements, and to waive related fees, to extend the outdoor dining regulations approved May 27, 2020 from 11:59 P.M. November 19, 2020 to 11:59 P.M. March 31, 2021.

5. PUBLIC HEARINGS:

A. Subject: An Ordinance of the City of Nevada City Amending Sections 16.04.370 16.04.480 of the Nevada City Municipal Code to Update the City's Subdivision Ordinance Pertaining to Term Limits of Tentative Maps in Compliance with the State Subdivision Map Act
Recommendation:

1. Pass Resolution 2020-XX, approving a Notice of Exemption Related to adoption of Ordinance 2020-XX updating the City's Municipal Code pertaining to term limits of tentative maps.

2. Waive Reading of Ordinance, read title only and introduce for first reading: Ordinance 2020-XX, an Ordinance of the City of Nevada City amending sections 16.04.370 and 16.04.480 of the Nevada City Municipal Code to update the City's Subdivision Ordinance pertaining to term limits of tentative maps in compliance with the state Subdivision Map Act.

B. Subject: An Ordinance of the City of Nevada City Repealing and Reenacting Chapter 13.08 of the Nevada City Municipal Code Regulating the City's Sewer System
Recommendation: After holding a public hearing, approve for introduction and first reading of Ordinance by title only, waiving further reading of the entire Ordinance, adopt Ordinance 2020-XX to repeal and reenact a revised and corrected Chapter 13.08 of the Nevada City Municipal Code Regulating the City's Sewer System.

C. Subject: A Public Hearing to Review the Use of Funds and Program Performance for the City of Nevada City's Community Development Block Grants (CDBG) -15-CDBG-10572
Recommendation: Receive and file.

6. OLD BUSINESS:

A. Subject: Pedestrian Friendly Commercial Street Project
Recommendation: Review Pedestrian Friendly Commercial Street Project and provide staff direction for developing a Final Phase II Commercial Street Improvement Plan.

7. NEW BUSINESS:

8. CORRESPONDENCE:

9. ANNOUNCEMENTS:

10. CITY MANAGER'S REPORT:

11. ADJOURNMENT

Certification of Posting of Agenda

I, Catrina Olson, City Manager for the City of Nevada City, declares that the foregoing agenda for the October 14th, 2020 Regular Meeting of the Nevada City City Council was posted October 10th, 2020 at the entrance of City Hall. The agenda is also posted on the City's website www.nevadacityca.gov.

Signed October 10th, 2020, at Nevada City, California

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Catrina Olson, City Manager

CITY OF NEVADA CITY
City Council
Long Range Calendar

September 23, 2020	Regular Council Meeting
October 12, 2020	Holiday
October 14, 2020	Regular Council Meeting
October 28, 2020	Regular Council Meeting
November 18, 2020	Regular Council Meeting
December 9, 2020	Regular Council Meeting

NOTE: This list is for planning purposes; items may shift depending on timing and capacity of a meeting.

NOTICE: *As presiding officer, the Mayor has the authority to preserve order at all City Council meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Council and to enforce the rules of the Council.*

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City CA 95959
www.nevadacityca.gov

October 14, 2020

TITLE: Accounts Payable Activity Report – September 2020

RECOMMENDATION: Receive and file.

CONTACT: Loree' McCay, Administrative Services Manager

BACKGROUND / DISCUSSION:
The attached Accounts Payable Activity Report includes all the cash disbursements associated with the citywide expenditures for the month of September 2020.

ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: Varies Monthly

ATTACHMENTS:
- ✓ Accounts Payable Activity Report – September 2020

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
09-20	4LE01 (4LEAF, INC.)	J3652S	09/10/20	/ /		5207.50	NATIONAL HOTEL INSP 08/01-08/31/20
		J0645-20A	09/10/20	/ /		11333.51	NATIONAL HOTEL PLAN REVIEW 07/01/19-08/31/20
			Vendor's Total ----->			16541.01	
09-20	ACE01 (ACE INSUTRIAL SUPPLY, INC.)	1910395	09/01/20	/ /		91.09	PATROL GLOVES
09-20	ACT02 (ACTON ARBORICULTURE, INC.)	5191	09/15/20	/ /		3030.00	ARBORIST RPT PG&E PROJECT
09-20	ALH02 (ALHAMBRA & SIERRA SPRINGS)	082020	08/20/20	/ /		64.72	WATER 08/04/20
		091720	09/17/20	/ /		75.71	WATER 09/01/20
			Vendor's Total ----->			140.43	
09-20	ALL01 (ALL SEASONS POOLS & SPAS)	53495	07/03/20	/ /		423.03	POOL CHEMICALS
		54750	08/27/20	/ /		195.23	LAB SUPPLIES/CHEMICALS
			Vendor's Total ----->			618.26	
09-20	AMA00 (SYNCB/AMAZON)	434336944	08/28/20	/ /		6.85	CORRECTION TAPE
		435976595	09/01/20	/ /		139.80	FIRE EXTINGUISHER
		445947778	09/05/20	/ /		14.74	AUDIT FILE FOLDERS
		448745455	08/12/20	/ /		484.27	SPILL LOCATION
		453935336	08/28/20	/ /		9.31	BUBBLE ENEVELOPES
		456647889	08/20/20	/ /		56.10	MISC OFFICE SUPPLIES
		466569535	08/05/20	/ /		51.94	VACTRON
		466834644	08/20/20	/ /		91.19	VACUUM CLEANER
		469545744	08/01/20	/ /		35.06	AIR FILTERS
		498356468	08/14/20	/ /		161.48	HAND SANITIZER
		563694669	09/03/20	/ /		61.17	FILE ARCHIVE FOLDERS
		568653333	08/19/20	/ /		73.36	PAPER
		638545454	08/31/20	/ /		37.92	PATROL CARD SCANNER
		644433787	08/17/20	/ /		10.62	WRITING PADS
		668456969	08/01/20	/ /		36.33	AIR FILTERS
		676765654	08/01/20	/ /		38.93	AIR FILTERS
		684873435	09/04/20	/ /		44.77	STORAGE BOXES
		685364796	08/28/20	/ /		50.70	VACUUM BAGS
		733933795	08/15/20	/ /		126.20	SAFETY
		997797885	09/02/20	/ /		19.38	INDEX CARDS & SHARPIES
			Vendor's Total ----->			1550.12	
09-20	AME02 (AMERICAN RIVERS)	091120	09/11/20	/ /		30473.65	GRANT REIMB FOR CABY PROJ #16 INV#14
09-20	AME19 (AMERICAN FIDELITY)	D213293	09/21/20	/ /		841.94	STD/LTD BENEFITS SEPT 2020
09-20	AME24 (AMERICAN UNITED LIFE INSURA	SEP 2020	09/11/20	/ /		533.23	LIFE INS 09/01-09/30/20
09-20	AND05 (ANDERSON SIERRA PIPE CO)	000106626	09/01/20	/ /		83.85	RESERVIOR PROJECT
09-20	ARA01 (ARAMARK)	637566855	07/16/20	/ /		71.69	RUGS
		637616630	08/13/20	/ /		71.69	MATS
		637628983	08/20/20	/ /		32.94	UNIFORM SVCS
		637628984	08/20/20	/ /		33.48	UNIFORM SVCS
		637636168	08/25/20	/ /		57.94	LINENS/MATS
		637641452	08/27/20	/ /		32.94	UNIFORM SVCS
		637641453	08/27/20	/ /		33.48	UNIFORM SVCS
		637648572	09/01/20	/ /		57.94	MATS/LINENS
		637653949	09/03/20	/ /		32.94	UNIFORM SVCS
		637653950	09/03/20	/ /		33.48	UNIFORM SVCS
		637661268	09/08/20	/ /		57.94	MATS/LINENS
		637666847	09/10/20	/ /		32.94	UNIFORM SVCS
		637666848	09/10/20	/ /		33.48	UNIFORM SVCS
		637674614	09/15/20	/ /		57.94	MATS/LINENS
			Vendor's Total ----->			640.82	
09-20	AT&15 (AT&T CALNET 3)	15294170	09/10/20	/ /		1077.45	8/10-09/09/20 BAN #9391023504
09-20	AT&16 (AT&T - WWTP)	SEP 2020	08/28/20	/ /		102.54	WWTP INTERNET 08/29-09/28/20
09-20	ATO01 (A TO Z SUPPLY)	375289	08/15/20	09/14/20	A	124.59	PLANTER BOXES
		375289u	09/10/20	/ /		124.59-	Ck# 038033 Reversed

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
09-20	ATO01 (A TO Z SUPPLY)	375386	08/19/20	09/18/20	A	210.93	PLANTER BOXES
		375386u	09/10/20	/ /		210.93-	Ck# 038033 Reversed
		0375289	08/15/20	09/14/20	A	124.59	PLANTER BOXES
		0375386	08/19/20	09/18/20	A	210.93	PLANTER BOXES
		637566855	07/16/20	08/15/20	A	71.69	RUGS
		637566855u	09/10/20	/ /		71.69-	Ck# 038033 Reversed
		637628983	08/20/20	09/19/20	A	32.94	UNIFORM SVCS
		637628983u	09/10/20	/ /		32.94-	Ck# 038033 Reversed
		637628984	08/20/20	09/19/20	A	33.48	UNIFORM SVCS
		637628984u	09/10/20	/ /		33.48-	Ck# 038033 Reversed
		637636168	08/25/20	09/24/20	A	57.94	MATS/LINENS
		637636168u	09/10/20	/ /		57.94-	Ck# 038033 Reversed
		637641452	08/27/20	09/26/20	A	32.94	UNIFORM SVCS
		637641452u	09/10/20	/ /		32.94-	Ck# 038033 Reversed
		637641453	08/27/20	09/26/20	A	33.48	UNIFORM SVCS
		637641453u	09/10/20	/ /		33.48-	Ck# 038033 Reversed
		637648572	09/01/20	10/01/20	A	57.94	MATS/LINENS
		637648572u	09/10/20	/ /		57.94-	Ck# 038033 Reversed
			Vendor's Total ----->			335.52	
09-20	B&C01 (B & C TRUE VALUE HOME CTR)	430685	08/10/20	09/09/20	A	442.22	PLANTER BOXES
		431026	08/13/20	09/12/20	A	130.63	BOX PAINT
		431194	08/14/20	09/13/20	A	264.70	ST CLOSURE PANEL
		431327	08/15/20	09/14/20	A	42.91	FLOWER BOXES
		431789	08/19/20	09/18/20	A	19.49	STREET SIGN
		431905	08/20/20	09/19/20	A	153.32	SM PARTS TOOLS
		432574	08/25/20	09/24/20	A	2.76	NUTS/BOLTS
		432835	08/27/20	09/26/20	A	104.74	HOSE ROLLER REPAIR
		432981	08/28/20	09/27/20	A	97.64	ALGAE CHEMICAL SPRAYER
		433058	08/28/20	09/27/20	A	20.47	BANNER
		433586	09/02/20	10/02/20	A	47.61	PART BIN
		433587	09/02/20	10/02/20	A	19.49	STREET SIGN
		433931	09/04/20	10/04/20	A	16.57	MIX
		434413	09/10/20	10/10/20	A	12.86	HOUSE REPAIRS
		498879	09/08/20	10/08/20	A	2.13	MISC PARTS
		498923	09/08/20	10/08/20	A	31.23	PARKING METERS
			Vendor's Total ----->			1408.77	
09-20	BAN01 (JOHN PEKAREK, BANNER COMMUN	9720	09/01/20	10/01/20	A	50.00	WWTP RADIO REPEATERS AUG 2020
		9783	08/12/20	09/11/20	A	6438.39	NEW UNIT RADIOS # 24 & 25
		9803	08/18/20	09/17/20	A	75.95	RADIO
			Vendor's Total ----->			6564.34	
09-20	BEA02 (BEAM SECURITY SYSTEMS)	R210679	09/01/20	/ /		126.00	COMMERCIAL FIRE INSPECT/MONITOR 09/01-11/30/
09-20	BLU05 (BLUE SHIELD OF CALIFORNIA)	OCT 2020	09/14/20	/ /		51848.53	HEALTH INS OCT 2020 INV #202580016915
09-20	BOR01 (BORGES & MAHONEY)	142203	08/27/20	09/26/20	A	406.82	CHLORINATOR PART
09-20	BUC01 (BUCKMASTER OFFICE SOLUTIONS	398983	08/28/20	/ /		152.31	CONTACT USAGE 07/29-08/28/20
09-20	BUS02 (BUSINESS CARD/B OF A VISA)	AUG 2020	09/06/20	/ /		4818.98	MISC DEPT CHARGES 08/07-09/06/20
09-20	CAL10 (CA FIRE & RESCUE TRAIN AUTH	INV03211	07/28/20	/ /		360.00	DRIVER OPERATOR TRAINING 1B B.STARK
		INV03259	09/11/20	/ /		360.00	DRIVER OPERATOR TRAINING 1A B.STARK
			Vendor's Total ----->			720.00	
09-20	CAS08 (CASH)	092220	09/22/20	/ /		46.45	NCPD PETTY CASH REIMB SEPT 2020
09-20	COM08 (COMCAST)	091520	09/15/20	/ /		32.15	MNTHLY TV CHG/MTG REC 09/20-10/19/20
		9210120	08/27/20	/ /		110.90	DPW MNTHLY SVC INTERNET 09/02-10/01/20
			Vendor's Total ----->			143.05	
09-20	CON11 (CME SERVICES)	64806	08/21/20	/ /		6162.00	COMMERCIAL ST EXTRA MATERIALS
		64804-RET	09/08/20	/ /		8648.00	RETENTION FROM INV #64804 COMMERCIAL ST PH.1
			Vendor's Total ----->			14810.00	
09-20	COR01 (CORBIN WILLITS SYSTEMS)	C009151	09/15/20	10/15/20	A	440.65	MNTHLY OPS SYS OCT 2020

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
09-20	COU06 (COUNTY OF NEVADA)	AUG 2020	08/27/20	09/26/20	A	11135.00	DISPATCH SVCS AUG 2020
		JUL 2020	08/27/20	09/26/20	A	11135.00	DISPATCH SVCS JUL 2020
		OCT 2020	09/21/20	10/21/20	A	11135.00	OCT 2020 PAYMENT FOR DISPATCH SVCS
		SEP 2020	08/27/20	09/26/20	A	11135.00	DISPATCH SVCS SEPT 2020
			Vendor's Total ----->			44540.00	
09-20	COU14 (COUNTY OF NEVADA)	IN0032569	09/02/20	10/02/20	A	1664.40	20/21 PERMIT FEES @ 11297 BANNER FAC #1983
		IN0032570	09/02/20	10/02/20	A	817.80	20/21 PERMIT FEES @ 425 NIMROD FAC #1984
		IN0032571	09/02/20	10/02/20	A	1856.60	20/21 PERMIT FEES @ 650 JORDAN FAC #1985
		IN0032572	09/02/20	10/02/20	A	433.40	20/21 PERMIT FEES @ 255 BOULDER FAC #1986
			Vendor's Total ----->			4772.20	
09-20	COU23 (NEVADA COUNTY COLLECTIONS)	AUG 2020	09/10/20	10/10/20	A	314.00	PARKING TIC/POC AUG 2020
09-20	CRA01 (CRANMER ENGINEERING, INC.)	GCI0037	08/31/20	09/30/20	A	792.50	WATER LAB TESTS
		GCI0038	08/31/20	09/30/20	A	189.00	WTP LAB TESTS
		GCI0039	08/31/20	09/30/20	A	2469.30	WWTP LAB TESTS
		GCI0040	08/31/20	09/30/20	A	9118.00	WWTP LAB TESTS
			Vendor's Total ----->			12568.80	
09-20	DAT01 (DATA TICKET, INC.)	116491	09/10/20	10/10/20	A	657.65	TICKET PROCESSING AUG 2020
09-20	DAV05 (DAVE'S AUTO REPAIR)	44975	09/14/20	/ /		46.75	CROWN VIC SALE SMOG
09-20	DEL08 (DELTA INDUSTRIAL SOLUTIONS)	29924	08/19/20	/ /		210.06	TOWELS
		30023	09/01/23	/ /		219.93	DISINFECTANT WIPES COVID-19
		30082	09/10/20	/ /		1999.12	SUPPLIES
			Vendor's Total ----->			2429.11	
09-20	DEP13 (DEPARTMENT OF JUSTICE)	0454980	06/04/20	/ /		35.00	BLOOD & ALCOHOL ANALYSIS MAY 2020 REMAINING
09-20	DIP00 (DIPIETRO & ASSOCIATES, INC.	092011	09/04/20	/ /		1122.12	AED BATTERIES & SUPPLIES
09-20	DOK01 (DOKKEN ENGINEERING)	37294	08/17/20	/ /		24941.41	NEVADA ST BRIDGE DESIGN PROJ #2244 8/1-9/14/
09-20	ECO01 (ECONOMY PEST CONTROL INC)	217802	08/28/20	09/27/20	A	140.00	FIRE PEST CONTROL AUG, SEPT, OCT 2020
09-20	EVE01 (EVERGUARD SYSTEMS)	A80181	08/22/20	/ /		90.00	MUSEUM FIRE ALARM SVC 09/01-11/30/20
09-20	FER05 (FERGUSON ENTERPRISES, INC.)	8683047	08/17/20	/ /		379.59	RERESVIOR PROJECT
		8683102	08/18/20	/ /		257.21	RESERVIOR PROJECT
		8684895	08/18/20	/ /		139.37	ROBINSON RESTROOM
		8717654	09/02/20	/ /		30.15	RESERVIOR PROJECT
		8683047-1	08/19/20	/ /		52.63	RESERVOIR PROJECT
			Vendor's Total ----->			858.95	
09-20	FOS01 (FOSTER & SON HOSE & FITTING	73811	06/11/20	/ /		169.13	JETTER REPAIR
		74623	09/02/20	/ /		13.49	JETTER
			Vendor's Total ----->			182.62	
09-20	FRE05 (FREEDOM LANSCAPING)	7797631	09/01/20	/ /		2200.00	PLANTER BOXES
09-20	GAL01 (GALLS, LLC)	016403149	09/02/20	10/02/20	A	367.31	A.KYSAR UNIFORM ALLOWANCE
09-20	GEA01 (GEARED UP DRIVE TRAIN)	I002060	08/25/20	/ /		69.01	TIRE SENSOR UNIT #21
		I002067	09/02/20	/ /		1456.57	BATTERY REPAIR UNIT #27
		I002072	09/04/20	/ /		1868.24	CATALYTIC CONV REPAIR UNIT #21
		I002073	09/04/20	/ /		1902.30	OUTFIT UNIT #21
			Vendor's Total ----->			5296.12	
09-20	GOL19 (GOLDEN STATE FLOW)	I-064424	08/24/20	/ /		170.04	WATER GUN
		20-11-003	11/01/20	/ /		2144.94	WATER METER COVERAGE 11/16/20-11/15/21
			Vendor's Total ----->			2314.98	

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
09-20	GOL20 (GOLD COUNTRY WATER)	0138128	08/05/20	/ /		51.80	DRINKING/LAB WATER
		0138589	08/20/20	/ /		7.25	DRINKING/LAB WATER
		0138590	08/20/20	/ /		38.85	DRINKING WATER
		0139515	09/02/20	/ /		51.80	DRINKING WATER
		0139516	09/02/20	/ /		14.50	LAB WATER
			Vendor's Total ----->			164.20	
09-20	GRA01 (GRAY ELECTRIC COMPANY)	052440	08/25/20	09/24/20	A	26.00	CITY HALL ALARM SVC SEPT 2020
		052441	08/25/20	09/24/20	A	28.00	SEAMANS LDGE ALARMS SVC SEPT 2020
			Vendor's Total ----->			54.00	
09-20	GRA02 (GRASS VALEY CHEVRON)	070120	07/01/20	/ /		128.00	PATROL CAR WASHES 06/02-06/30/20
		073120	07/31/20	/ /		104.00	PATROL CAR WASHES 07/02-07/25/20
			Vendor's Total ----->			232.00	
09-20	GRA14 (CITY OF GRASS VALLEY FIRE	DFD1020007	09/03/20	10/03/20	A	559.50	TIRE STRIKE TEAM
		FD2120016	08/26/20	09/25/20	A	1359.26	SALARY NON-PERM
		FD2120017	08/26/20	09/25/20	A	1359.26	SALARY NON-PERM
		FD2120020	09/09/20	10/09/20	A	997.66	SALARY NON-PERM
		FD2120021	09/09/20	10/09/20	A	3336.41	SALARY NON-PERM
			Vendor's Total ----->			7612.09	
09-20	GRA19 (GRASS VALLEY SIGN COMPANY)	824202025	08/27/20	09/26/20	A	670.00	STRIPING UNIT #U5424
09-20	HAN01 (HANSEN BROS.ENTERPRISES)	339884	08/11/20	09/10/20	A	142.34	PLANTERS
		339993	08/12/20	09/11/20	A	91.79	PLANTERS
			Vendor's Total ----->			234.13	
09-20	HIL02 (HILLS FLAT LUMBER CO.)	4770/1	08/13/20	09/12/20	A	34.52	SUPPLIES
		5434/1	08/18/20	09/17/20	A	234.83	BLEACH
		5461/1	08/18/20	09/17/20	A	147.77	SHOVEL
		5848/1	08/20/20	09/19/20	A	18.42	SPRAY BOTTLES
		8708/1	09/08/20	10/08/20	A	467.98	GLOVES
		9411/1	09/11/20	10/11/20	A	130.65	PPE SUPPLIES
		9432/1	09/11/20	10/11/20	A	.00	CREDIT RETURN/EXCHANGE
		169584/1	09/17/20	10/17/20	A	848.58	WTP CHEMICAL
			Vendor's Total ----->			1882.75	
09-20	HUN01 (HUNT & SONS, INC.)	595942	08/31/20	/ /		81.66	FD FUEL THROUGH 08/31/20
09-20	JAC03 (JACKSON LEWIS P.C.)	7612271	08/31/20	/ /		177.00	INVESTIGATION C.HURST CLAIM #E-PARSAC-2018-0
09-20	JON00 (JONES & MAYER)	073120	07/31/20	/ /		11704.25	LEGAL SVCS JUL 2020
		083120	08/31/20	/ /		14267.50	LEGAL SVCS AUG 2020
			Vendor's Total ----->			25971.75	
09-20	JOR01 (JORGENSEN COMPANY)	5899157	09/02/20	/ /		66.92	FIRE EXT ANNUAL INSPECTION
		5899177	09/02/20	/ /		152.52	SEAMANS LDGE HOOD ANNUAL INSPECTION
		5899256	09/02/20	/ /		233.70	FIRE EXT ANNUAL INSPECTION NCPD
		5899257	09/02/20	/ /		181.78	FIRE EXT ANNUAL INSPECTION CORP YARD
		5899258	09/02/20	/ /		159.04	FIRE EXT ANNUAL INSPECTIONS PIONEER PARK
		5899259	09/02/20	/ /		263.36	FIRE EXTINGISHUER ANNUAL INSPECTION
			Vendor's Total ----->			1057.32	
09-20	KRU01 (KRUGER)	20000288	04/10/20	/ /		270.30	FILTER PARTS
		20000319	04/17/20	/ /		602.35	FILTER PARTS
			Vendor's Total ----->			872.65	
09-20	LAF01 (LAFCO)	092120	09/21/20	/ /		2500.00	FEE DEPOSIT FOR ANNEXATION 56
09-20	MAC01 (MACLEOD WATTS INC)	200917	09/17/20	/ /		2850.00	GASB 68 REPORTING FY AUDIT 19/20
09-20	MAS04 (SEAN MASON)	082120	08/21/20	/ /		101.46	POST COURSE REIMB DUBLIN 08/03-08/14/20

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
09-20	MAS04 (SEAN MASON)	091620	09/16/20	/ /		100.91	MARKING PAINT CASE
			Vendor's Total ----->			202.37	
09-20	MCA02 (CLAIRE MCADAMS)	090320	09/03/20	/ /		500.00	REIMB WATER SVC REPLACEMENT
09-20	NCT00 (NEVADA COUNTY MEDIA (NCTV))	1212	09/03/20	/ /		1300.00	VIDEO SVCS AUG 2020
09-20	NEV02 (NEVADA IRRIGATION DISTRCT)	091020	09/10/20	10/10/20	A	30691.46	WATER SVC DS CANAL 07/31-08/31/20
		0804*0901	09/01/20	10/01/20	A	20.90	WATER SVC 5 KIDDER 08/04-09/01/20 ACCT#38626
		0804+0901	09/01/20	10/01/20	A	55.90	WATER SVC 5 KIDDER 08/04-09/01/20 ACCT #3849
		0804-0901	09/01/20	10/01/20	A	175.78	WATER SVC 201 PROV 08/04-09/01/20 ACCT #3725
		0804/0901	09/01/20	10/01/20	A	19.60	WATER SVC 201 PROV 08/04-09/01/20 ACCT #3739
			Vendor's Total ----->			30963.64	
09-20	NEV06 (NEVADA CITY ENGINEERING)	29433	09/03/20	10/03/20	A	1505.00	ANNEXATION MAPPING AUG 2020
09-20	NEV95 (NEVADA COUNTY ELECTIONS)	090120	09/01/20	/ /		398.79	SHARED COST ELECTION COUNCIL 11/03/20
09-20	NOR30 (NORTH STATE CONSULTING)	20-08	09/01/20	/ /		2880.00	ENGINEER CONSULT AUG 2020
09-20	OFF06 (OFFICE DEPOT, INC.)	115812466	08/13/20	/ /		24.89	MISC OFFICE SUPPLIES
		121036644	09/02/20	/ /		146.24	OFFICE SUPPLIES
			Vendor's Total ----->			171.13	
09-20	PAC02 (PACIFIC GAS & ELECTRIC)	082120	08/21/20	09/20/20	A	18809.97	GAS/ELECT SVC 07/16-08/14/20
		090320	09/03/20	10/03/20	A	1181.35	GAS SVC 07/31-08/31/20
			Vendor's Total ----->			19991.32	
09-20	PAC03 (PG&E CFM PPC)	083120	08/31/20	/ /		250.00	STREET LIGHT SHIELDING @ 191 GREAT OAK CT
09-20	PER01 (CALPERS - FISCAL SERVICES D	16126852	08/03/20	09/02/20	A	400.00	SSA ADMIN FEE ANNUAL INV#100000016126852
		16149634	08/21/20	09/20/20	A	2450.00	GASB-68 REPORTS & SCHEDULES
			Vendor's Total ----->			2850.00	
09-20	PIT03 (PITNEY BOWES SUPPLIES)	101635995	09/08/20	/ /		113.79	EQUIP RENTAL #0040064476 06/29-09/28/20
09-20	PIT04 (PITNEY BOWES POSTAGE BY PHO	090620	09/06/20	/ /		1412.50	GENERAL POSTAGE. JUL/AUG BILLING, P&R MAILER
09-20	PLA01 (PLAZA TIRE CO., INC.)	3252302	08/17/20	09/16/20	A	1325.71	BRAKE REPAIRS #34
09-20	PLA10 (PLAY-WELL TEKNOLOGIES)	DB20153	08/19/20	/ /		1008.00	LEGO CAMP
09-20	PRE05 (PREMIER ACCESS INSURANCE CO	OCT 2020	09/11/20	/ /		3069.93	DENTAL BENEFITS OCT 2020
09-20	RAR01 (RARE EARTH LANDSCAPE MAT.)	143632	07/21/20	08/20/20	A	263.48	PLANTERS
		143649	07/21/20	08/20/20	A	263.48	PLANTERS
		143664	07/21/20	08/20/20	A	263.48	PLANTERS
		145206	08/12/20	09/11/20	A	.00	PLANTERS-DONATION-THANK YOU!!
			Vendor's Total ----->			790.44	
09-20	RAY01 (RAY MORGAN CO)	3066252	09/02/20	/ /		54.87	CONTRACT USAGE 08/01-08/31/20
09-20	RCN01 (RCN COMMUNICATIONS, LLC)	113789305	07/13/20	/ /		560.18	WIFI ANTENNAS NEW UNITS #24 & 25
09-20	REE02 (REED'S LOCKSMITHING, INC.)	4699	08/25/20	09/24/20	A	26.53	KEYS 1 ELV RM
		4709	09/15/20	10/15/20	A	14.91	FIREHOUSE #1 KEYS & KEYRING
		4720	09/08/20	10/08/20	A	54.25	DUMPSTER KEY LOCK BOX
		4735	09/16/20	10/16/20	A	676.12	ARMORY DOOR LOCK
			Vendor's Total ----->			771.81	

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
09-20	REN01 (RENTAL GUYS)	779419-7	08/12/20	/ /		305.53	PLANTER BOX
09-20	RIE02 (RIEBE'S NAPA AUTO PARTS)	877062	07/24/20	08/23/20	A	8.80	HEADLIGHT BULB
		878142	08/03/20	09/02/20	A	11.02	CAR CARE SUPPLIES
		878355	08/05/20	09/04/20	A	15.36	CAR CLEANING SUPPLIES
		878482	08/05/20	09/04/20	A	6.29	WIDSHIELD WASHER FLUD
		879366	08/12/20	09/11/20	A	42.79	MOTOR OIL
		879764	08/17/20	09/16/20	A	4.75	CAP
		879954	08/18/20	09/17/20	A	53.30	VEH MISC
		880136	08/20/20	09/19/20	A	40.76	SHOP SUPPLIES
		880451	08/24/20	09/23/20	A	38.05	SHOP SUPPLIES
		881316	08/31/20	09/30/20	A	6.83	GLOVES
			Vendor's Total ----->			227.95	
09-20	ROB03 (ROBINSON ENTERPRISES, INC.)	31571	08/31/20	09/30/20	A	4628.52	WWTP BIO SOLIDS CUST #141130 INV #IN00031571
		20082379	08/31/20	09/30/20	A	613.89	DPW FUEL CUST #141100 INV #FI20082379
		20082380	08/31/20	09/30/20	A	1101.26	PD FUEL CUST #141120 INV #FI20082380
		20082381	08/31/20	09/30/20	A	154.93	WWTP FUEL CUST #141130 INV #FI20082381
		20082385	08/31/20	09/30/20	A	532.43	FD FUEL CUST #141217 INV #FI20082385
		20091376	09/15/20	10/15/20	A	539.99	WWTP FUEL CUST #141130 INV #FI20091376
		20091380	09/15/20	10/15/20	A	447.51	FD FUEL CUST #141217 INV #FI20091380
			Vendor's Total ----->			8018.53	
09-20	ROC03 (W. MARTIN ROCHE)	54	08/31/20	/ /		1120.00	WTP/WWTP CONSULTING 05/01-08/31/20
09-20	SAM01 (SAMUEL WELDING SERVICE)	9417	07/30/20	/ /		1800.00	GEN RENTAL
09-20	SEC01 (SECURE RECORD MANAGEMENT)	22695	09/01/20	/ /		50.00	RECORDS SHRED 08/26/20
09-20	SIE01 (SIERRA NEVADA CANOE & KAYAK	091820	09/18/20	/ /		120.00	SEAMANS LDGE CANCELLATION COVID-19 02/27/20
09-20	SIE67 (SIERRA STREAMS INST.)	080820	08/08/20	/ /		276.00	BROWNSFIELD QUARTZ MILL SSI JUL 2020
09-20	SMA02 (SMARTERBROADBAND, INC.)	113049	09/15/20	/ /		140.00	BROADBAND MNTHLY SVC OCT 2020
09-20	SON01 (SONS OF NORWAY)	082820	08/28/20	/ /		100.00	UNCLAIMED MONIES CHK #34502 FROM 11/20/18
09-20	SPD01 (SPD MARKETS)	8561984	08/17/20	09/16/20	A	22.17	WATER
09-20	SPD02 (SPD SAW SHOP)	119301	08/04/20	09/03/20	A	79.50	WEEDEATER REPAIR
09-20	STE12 (STERICYCLE, INC.)	300523071	09/01/20	/ /		23.15	SHARPS MNTHLY COLLECTION/MED WSTE SEPT 2020
09-20	SUN01 (SUNRISE ENVIRONMENTAL)	113291	08/12/20	09/11/20	A	330.51	SUPPLIES
		113905	08/28/20	09/27/20	A	514.28	SUPPLIES
		114027	09/01/20	10/01/20	A	88.09	CLEANER
		114381	09/10/20	10/10/20	A	425.60	SUPPLIES
			Vendor's Total ----->			1358.48	
09-20	TRA06 (TRAFFIC LIMITED)	2015	08/27/20	/ /		13034.74	STREET PAINTING
09-20	TRI01 (TRIPPS AUTO BODY SHOP)	EST #6603	09/02/20	/ /		955.03	DENT REPAIR UNIT #25
09-20	UNI01 (THE UNION)	I00603983	09/04/20	10/04/20	A	215.84	CC-PH-ANNEXATION AD #603983-01
		I00603988	09/04/20	10/04/20	A	136.46	CC-ORD 2020-11-SEWER CODE AD #603988-01
		I00603995	09/04/20	10/04/20	A	141.75	CC-ORD-2020-13 AD #603995-01
		I00604374	09/04/20	10/04/20	A	133.82	CC-ORD-2020-12-FLOOD PLAIN MGMT AD #604374-0
		I00608561	09/04/20	10/04/20	A	133.82	PC-PH-OUTDOOR DINING AD #608561-01
			Vendor's Total ----->			761.69	
09-20	USB01 (US BANCORP)	423124833	09/03/20	/ /		49645.26	KME PUMPER CONT#077-2440700-001 PMNT#2 OCT 2
09-20	USB02 (US BANK)	081720	08/17/20	/ /		1490.34	CALCARD STRIKE TEAM

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
09-20	VAL08 (VALLEY TOXICOLOGY SERV)	3807	07/31/20	/ /		590.00	BLOOD & ALCOHOL ANALYSIS JUL 2020
		3836	09/01/20	/ /		100.00	BLOOD DRAW AUG 2020
			Vendor's Total ----->			690.00	
09-20	VER01 (VERIZON WIRELESS)	FD AUG20	08/23/20	/ /		152.04	FD IPAD 07/24-08/23/20 INV #9861474708
		PD AUG20	08/23/20	/ /		566.25	PD CELL SVC 07/24-08/23/20 INV#9861474706
		DPW AUG20	08/23/20	/ /		76.02	DPW IPAD MAPPING 07/24-08/23/20 INV#98614747
		W-W AUG20	09/07/20	/ /		60.64	WWTP&WTP ON CALL CELL 8/8-9/7/20 INV#9862291
			Vendor's Total ----->			854.95	
09-20	VSP00 (VISION SERVICE PLAN-(CA))	SEP 2020	08/19/20	/ /		401.37	VISION BENEFITS SEPT 2020
09-20	WAL01 (WALKER'S OFFICE SUPPLY)	2122465-0C	08/14/20	09/13/20	A	28.58-	CANCELLED STAMP PAD
		2122465-1	08/05/20	09/04/20	A	19.05	STAMP PAD
		2123435-0	08/11/20	09/10/20	A	223.52	EXTERNAL HARD DRIVE
		2125961-0	08/28/20	09/27/20	A	21.87	KLEENEX
		2126232-0	08/31/20	09/30/20	A	34.97	WRITING PADS
		2128474-0	09/16/20	10/16/20	A	37.91	OFFICE SUPPLIES
		2128993-0	09/17/20	10/17/20	A	173.39	BRYAN CHAIR
			Vendor's Total ----->			482.13	
09-20	XIO00 (XIO, INC.)	201210596	09/15/20	/ /		300.00	CLOUD & SCADA SVC 09/15/20
09-20	ZYD02 (DAWN ZYDONIS)	091820	09/18/20	/ /		111.43	MISC REIMB JUL-SEP 2020
			Total of Purchases ->			437270.11	

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

October 14, 2020

TITLE: A Resolution for the Land Use Covenant and Agreement to Restrict Use of City Property – Environmental Restrictions, Providence Mine Sites

RECOMMENDATION: Pass Resolution 2020-XX**,** a Resolution of the City of Nevada City Approving and Authorizing Mayor to Sign the Land Use Covenant and Agreement to Restrict Use of Property – Environmental Restrictions.

CONTACT: Dawn Zydonis, Parks & Recreation Manager

BACKGROUND / DISCUSSION:
The City received funding for a Brownfields Clean-Up Grant administered through the Environmental Protection Agency (EPA). The grant allowed the City to work in partnership with Sierra Streams Institute (SSI) to complete clean-up of mine waste on the property that the City refers to as the Deer Creek Environs. This property is located Between Jordan St. and Providence Mine Rd., surrounding the City's Waste Water Treatment Plant.

There are two project sites on the Deer Creek Environs Property. The first is referred to as the Providence Mine Site. This clean-up project was completed in 2017. The second project site is referred to as the Providence Quartz Mill Site. This clean-up project was completed in 2019. The remediation of these project areas consisted of redistributing mine waste and covering the waste with a combination of angular rock, crushed aggregate or "fines" and clean fill dirt along with vegetation.

To complete the work on the project a Removal Action Work Plan (RAW) was submitted to the Department of Toxic Substances Control (DTSC) for approval of the processes that were planned for clean-up of the property. A condition of working with DTSC is that the City must commit to a Land Use Covenant Agreement (LUC) with DTSC. Through the LUC the City is committing to caring for the property in a way that will ensure that the work completed is not disturbed and will be properly maintained.

The LUC is attached for your review. City staff have reviewed the Agreement closely and recommend that the City Council authorize the mayor to sign the attached Covenant.

ENVIRONMENTAL CONSIDERATIONS:
Environmental concerns are addressed within the Agreement. The City is not able to do any work on the property that would disrupt the soil without completing a Soil Management Plan. The City must complete annual inspections to ensure that the work completed through the Brownfields Clean-up Grants remains intact and is not disturbed.

FISCAL IMPACT:
DTSC will require payment for their review of annual inspections that are submitted by the City. This is addressed in Article 3.5 of the LUC.

ATTACHMENTS:
- ✓ Resolution 2020-XX, a Resolution of the City of Nevada City Approving and Authorizing Mayor to Sign the Land Use Covenant and Agreement to Restrict Use of Property – Environmental Restrictions
- ✓ Land Use Covenant and Agreement to Restrict Use of Property – Environmental Restrictions

RESOLUTION 2020-XX

A RESOLUTION OF THE CITY OF NEVADA CITY APPROVING AND AUTHORIZING MAYOR TO SIGN THE LAND USE COVENANT AND AGREEMENT TO RESTRICT USE OF PROPERTY – ENVIRONMENTAL RESTRICTIONS

WHEREAS, the City has completed a Brownfields Clean-up Grant awarded by the Environmental Protection Agency with assistance from Sierra Streams Institute; and

WHEREAS, the Department of Toxic Substance Control oversaw the removal of contaminated materials from the Providence Mine Site; and

WHEREAS, the City intends to preserve the Providence Mine Site & Providence Quartz Mill Site as noted in the Land Use Covenant; and

WHEREAS, the City understands the importance of maintaining healthy outdoor spaces for our residents and visitors.

BE IT RESOLVED, the City Council of the City of Nevada City, approves and authorizes the Mayor to sign the Land Use Covenant and Agreement to Restrict Use of Property – Environmental Restrictions in substantially the same format as attached hereto.

PASSED AND ADOPTED at a regularly scheduled meeting of the Nevada City City Council held on this 14th day of October, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Erin Minett, Mayor

ATTEST:

_____

Niel Locke, City Clerk

Department of Toxic Substances Control

Jared Blumenfeld
Secretary for
Environmental Protection

Meredith Williams, Ph.D., Director
8800 Cal Center Drive
Sacramento, California 95826-3200

Gavin Newsom
Governor

October 2, 2020

Ms. Dawn Zydonis
Parks & Recreation Supervisor
317 Broad Street
Nevada City, California 95959
Dawn.Zydonis@nevadacityca.gov

LAND USE COVENANT FOR THE PROVIDENCE MINE AND PROVIDENCE QUARTZ MILL SITES, NEVADA CITY, CALIFORNIA, ASSESSOR'S PARCEL NUMBER 005-100-087 (SITE CODE: 102158)

Dear Ms. Zydonis:

The Department of Toxic Substances Control (DTSC) has enclosed a copy of the Land Use Covenant (LUC) to restrict use of the Providence Mine and Providence Quartz Mill Sites in Nevada City, California. If you find the enclosed LUC acceptable, please sign and return it under witness of a notary public and return the original wet signature copy to my attention. Upon receiving the signed copy of the document, DTSC will sign it and return a fully executed LUC for you to record with the Nevada County Assessor's Office.

If you have any questions, please contact me at (916) 255-3591 or via email at Dean.Wright@dtsc.ca.gov.

Sincerely,

Dean Wright, P.G
Site Evaluation and Remediation Unit
Site Mitigation and Restoration Program
Department of Toxic Substance Control

Enclosure: *Land Use Covenant*

cc: (see next page)

cc: (via email)

Mr. Kyle Leach
Sierra Streams Institute
kleach08@gmail.com

Ms. Lora Jameson, P.G., Chief
Site Evaluation and Remediation Unit
Site Mitigation and Restoration Program
Department of Toxic Substance Control
Lora.Jameson@dtsc.ca.gov

Mr. Steven Becker, P.G., Branch Chief
Santa Susana Field Laboratory Branch
Site Mitigation and Restoration Program
Department of Toxic Substance Control
Steven.Becker@dtsc.ca.gov

RECORDING REQUESTED BY:

Department of Toxic Substances Control and
City of Nevada City
317 Broad Street
Nevada City, California 95959

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826
Attention: Lora Jameson, P.G, Unit Chief
Site Mitigation and Restoration Program
Department of Toxic Substances Control

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LAND USE COVENANT AND AGREEMENT

ENVIRONMENTAL RESTRICTIONS

County of Nevada, Assessor Parcel Number: 005-100-087
Providence Mine Site (including Mine Waste Area and Mine Features Area)
And Providence Quartz Mill Site
Department Site Code: 102158

This Land Use Covenant and Agreement ("Covenant") is made by and between the City of Nevada City (the "Covenantor"), the current owner of property located at Providence Mine Road in Nevada City, in the County of Nevada, State of California (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department hereby agree that, pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5, the use of the Property be restricted as set forth in this Covenant and that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I
STATEMENT OF FACTS

1.1 Property Location. The Property subject to this Covenant, totaling approximately 1.46 acres consists of two Sites and is more particularly described in the attached Exhibits A-1 and B-1, “Legal Descriptions”, and depicted in Exhibits A-2 and B-2, “Plot Plans”. Exhibits A-1 and A-2 detail the Providence Mine Site, which covers 1.02 acres, and Exhibits B-1 and B-2 detail the Providence Quartz Mill Site, which covers 0.44 acres. The Property is located in an area adjacent to Providence Mine Road, west of Nevada City and south of Deer Creek. The Property is also identified as a portion of County of Nevada, Assessor Parcel Number 005-100-087.

1.2 Remediation of Property. The Property has been investigated and/or remediated under the Department’s oversight (for the Providence Mine Site property described in Exhibit A-1 and depicted in Exhibit A-2) and the United States Environmental Protection Agency (EPA) oversight (for the Providence Quartz Mill Site property described in Exhibit B-2 and depicted in Exhibit B-2). The Department and EPA approved similar Removal Action Workplans for both Sites in accordance with Health and Safety Code, division 20, chapter 6.8. The remediation activities conducted at both remediated Sites of the Property included the removal of some mine waste and the consolidation and covering of the remaining mine waste with clean soil and vegetative barriers. A Gabion wall was also constructed at the Providence Mine Site to reduce the potential for erosion of mine waste into Deer Creek. Hazardous substances including lead at 2,050 milligrams per kilogram (mg/kg), mercury at 152 mg/kg, and arsenic at 97 mg/kg remain at the Property above levels acceptable for unrestricted land use.

1.3 Basis for Environmental Restrictions. As a result of the presence of hazardous substances which are also hazardous materials as defined in Health and Safety Code section 25260, at the Property, the Department has concluded that it is reasonably necessary to restrict the use of the Property in order to protect present or future human health or safety or the environment, and that this Covenant is required as part of the Department-approved remedy for the Properties. The Department has also concluded that the Property, as remediated and when used in compliance with the Environmental Restrictions of this Covenant, does not present an unacceptable risk to present and future human health or safety or the environment.

ARTICLE II
DEFINITIONS

2.1 Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.2 Environmental Restrictions. “Environmental Restrictions” means all protective provisions, covenants, restrictions, requirements, prohibitions, and terms and conditions as set forth in this Covenant.

2.3 Improvements. “Improvements” includes, but is not limited to buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.4 Lease. “Lease” means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.5 Occupant. "Occupant" or “Occupants” means Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.6 Owner. "Owner" or “Owners” means the Covenantor, and any successor in interest including any heir and assignee, who at any time holds title to all or any portion of the Property.

ARTICLE III
GENERAL PROVISIONS

3.1 Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of and is enforceable by the Department; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.2 Binding upon Owners/Occupants. This Covenant: (a) binds all Owners of the Property, their heirs, successors, and assignees; and (b) the agents, employees, and lessees of the Owners and the Owners’ heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department; this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

3.3 Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.4 Conveyance of Property. The Owner and new Owner shall provide Notice to the Department not later than 30 calendar days after any conveyance or receipt of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The Notice shall include the name and mailing address of the new Owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number(s) noted on page one. If the new Owner's property has been assigned a different Assessor Parcel Number, each such Assessor Parcel Number that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.5 Costs of Administering the Covenant to Be Paid by Owner. The Department has already incurred and will in the future incur costs associated with this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering, implementing and enforcing this Covenant.

ARTICLE IV
RESTRICTIONS AND REQUIREMENTS

4.1 Prohibited Uses. The Property shall not be used for any of the following purposes without prior written approval by the Department:

(a) A residence, including any mobile home or factory-built housing, constructed or installed for use as residential human habitation.
(b) A hospital for humans.
(c) A public or private school for persons under 18 years of age.
(d) A day care center for children.

4.2 Soil Management. Soil management activities at the Property are subject to the following requirements in addition to any other applicable Environmental Restrictions:

(a) No activities that will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be allowed at the Property without a Soil Management Plan pre-approved by the Department in writing.
(b) Any soil brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

4.3 Prohibited Activities. The following activities shall not be conducted at the Property:

(a) Drilling for any water, oil, or gas without prior written approval by the Department.
(b) Extraction or removal of groundwater without a Groundwater Management Plan pre-approved by the Department in writing.
(c) Activity that may alter, interfere with, or otherwise affect the integrity or effectiveness of, or the access to, any remedial system such as a soil cover or Gabion wall or activity required for the Property without prior written approval of the Department.

4.4 Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, investigation, remediation, monitoring, and other activities as deemed necessary by the Department in order to protect human health or safety or the environment.

4.5 Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the operation and maintenance activities, if any, shall have reasonable right of entry and access to the Property for the purpose of implementing such operation and maintenance activities until the Department determines that no further operation and maintenance activity is required.

4.6 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant and shall submit an annual inspection report to the Department for its approval by January 15th of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations that were the basis for the statements and conclusions in the annual inspection report were performed (e.g., drive by, fly over, walk in, etc.). If any violation is noted, the annual inspection report must detail the steps taken to correct the violation and return to compliance. If the Owner identifies any violations of this Covenant during the annual inspection or at any other time, the Owner must within 10 calendar days of identifying the violation: (a) determine the identity of the party in violation; (b) send a letter advising the party of the violation of the Covenant; and (c) demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 calendar days of its original transmission.

4.7 Five-Year Review Requirements. The Owner shall conduct a five-year review of the remediated areas as directed in the Operation and Maintenance Agreement for the Property.

ARTICLE V
ENFORCEMENT

5.1 Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, such as failure to submit (including submission of any false statement) record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

ARTICLE VI
VARIANCE, REMOVAL AND TERM

6.1 Variance from Environmental Restrictions. Any person may apply to the Department for a written variance from any of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223.

6.2 Removal of Environmental Restrictions. Any person may apply to the Department to remove any of the Environmental Restrictions imposed by this Covenant or terminate the Covenant in its entirety. Such application shall be made in accordance with Health and Safety Code section 25224.

6.3 Term. Unless ended in accordance with paragraph 6.2, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.1 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof, to the general public or anyone else for any purpose whatsoever.

7.2 Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Nevada within 10 calendar days of the Covenantor's receipt of a fully executed original.

7.3 Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or (b) five calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

Nevada City
317 Broad Street
Nevada City, California 95959
Attention: Dawn Zydonis
Parks and Recreation Manager

And

To Department:

Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826
Attention: Lora Jameson, P.G., Unit Chief
Site Evaluation and Remediation Unit

Any party may change its address or the individual to whose attention a Notice is to be sent by giving advance written Notice in compliance with this paragraph.

7.4 Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.5 Statutory References. All statutory or regulatory references include successor provisions.

7.6 Incorporation of Exhibits. All exhibits and attachments to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Covenantor and the Department hereby execute this Covenant.

Covenantor: Nevada City

By: _____
Erin Minett, Nevada City Mayor

Title: _____

Date: _____

Department of Toxic Substances Control:

By: _____
Steven Becker

Title: _____

Date: _____

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

State of California

County of _____

On _____ before me,

_____

(space above this line is for name and title of the officer/notary),

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

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

WITNESS my hand and official seal,

_____

Signature of Notary Public (seal)

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

State of California

County of _____

On _____ before me,

_____

(space above this line is for name and title of the officer/notary),

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

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

WITNESS my hand and official seal,

_____

Signature of Notary Public (seal)

Exhibit A-1: Legal Survey, Providence Mine Site

JOHN E. BAKER
President

DAN HOAGLAND
Land Surveyor

ANDREW R. CASSANO
Land Planner

ROBERT M. ROURKE
Civil Engineer

NEVADA CITY ENGINEERING, INC.
505 COYOTE STREET, SUITE B • P.O. BOX 1437
NEVADA CITY, CALIFORNIA 95959 • TELEPHONE (530) 265-6911 • FAX (530) 265-8058

Engineering • Surveying • Planning

EXHIBIT "A-1"
Providence Mine Site

A portion of the Parcel A of that certain Parcel Map filed in Book 17 of Parcel Maps at Page 29, Nevada County Official Records, and being a portion of the Southwest Quarter of Section 12, Township 16 North, Range 8 East, Mount Diablo Base and Meridian, within the incorporated territory of the City of Nevada City, State of California, and being more particularly described as follows:

BEGINNING AT A POINT at a point on the Northerly line of said Parcel A from which the Southwest Corner of said Section 12 bears South 01°19'26" East a distance of 914.67 feet; **THENCE FROM SAID POINT OF BEGINNING** South 01°19'26" East a distance of 1.26 feet to a point on the Northerly line of Providence Mine Road; Thence following said Northerly road line North 42°15'00" East a distance of 17.05 feet to the beginning of a curve to the right, concave Southwest, having a radius of 110.00 feet; Thence following said curve in a Southeasterly direction through a central angle of 143°39'28" for an arc distance of 275.80 feet; thence leaving said Northerly line of Providence Mine Road North 67°49'00" East a distance of 211.03 feet; Thence North 20°46'00" West a distance of 177.57 feet to a point on the Northerly line of said Parcel A; Thence South 74°20'28" West a distance of 244.52 feet; Thence South 43°11'55" West a distance of 145.12 feet **TO THE POINT OF BEGINNING**.

The basis of bearings is the Book 17 of Parcel Maps Page 29, Nevada County Records.

The herein described area is shown on Exhibit "A-2" attached hereto and made a part hereof.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Daniel E. Hoagland, PLS 8621

LICENSED LAND SURVEYOR
DANIEL E. HOAGLAND
L.S. #8621
STATE OF CALIFORNIA

Exhibit A-2, Plot Plan, Providence Mine Site

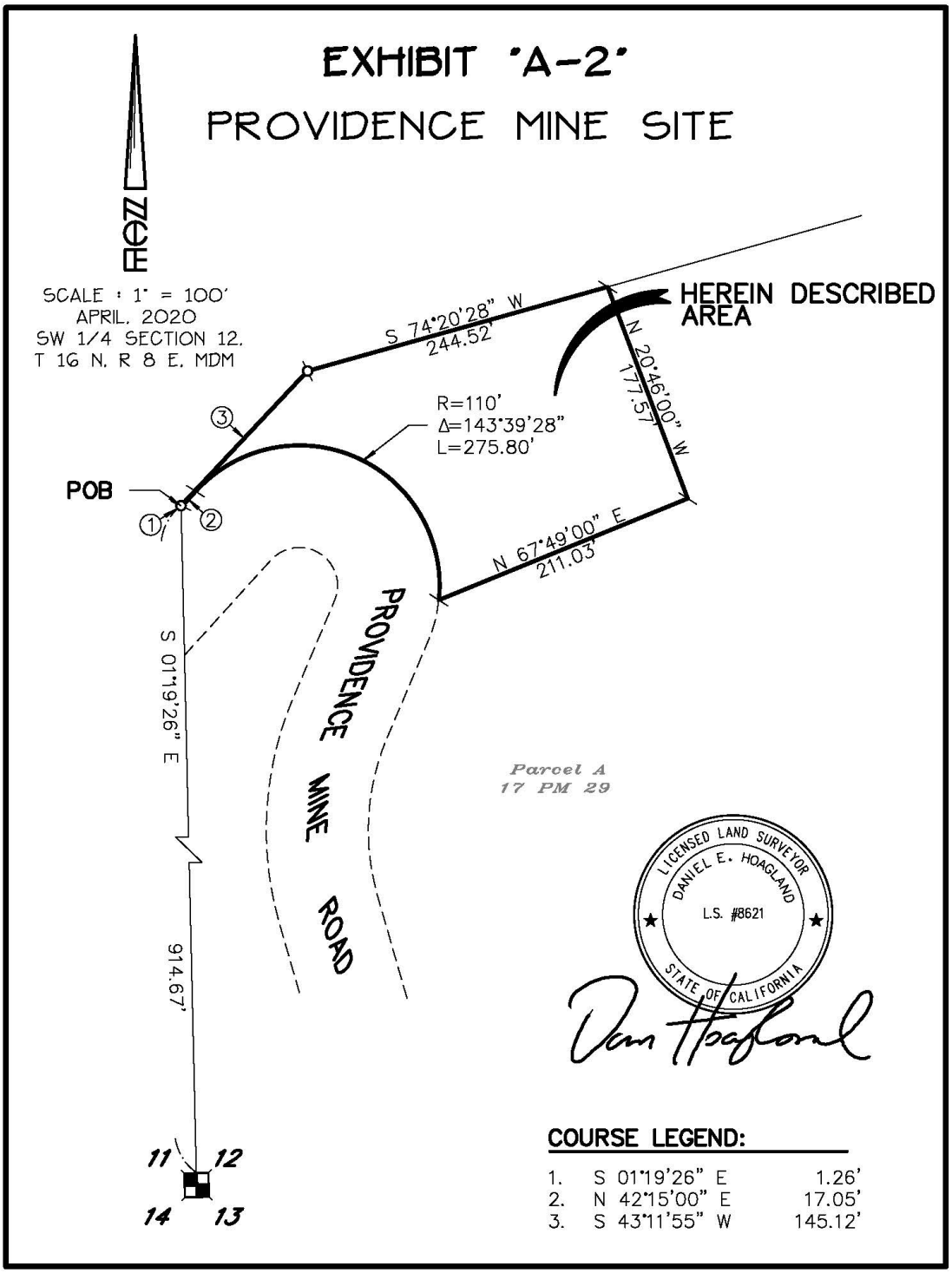


Exhibit B-1: Legal Description, Providence Quartz Mill Site

JOHN E. BAKER
President

DAN HOAGLAND
Land Surveyor

ANDREW R. CASSANO
Land Planner

ROBERT M. ROURKE
Civil Engineer

NEVADA CITY ENGINEERING, INC.
505 COYOTE STREET, SUITE B • P.O. BOX 1437
NEVADA CITY, CALIFORNIA 95959 • TELEPHONE (530) 265-6911 • FAX (530) 265-8058

Engineering • Surveying • Planning

EXHIBIT "B-1"
Providence Quartz Mill Site

A portion of the Parcel A of that certain Parcel Map filed in Book 17 of Parcel Maps at Page 29, Nevada County Official Records, and being a portion of the Southwest Quarter of Section 12, Township 16 North, Range 8 East, Mount Diablo Base and Meridian, within the incorporated territory of the City of Nevada City, State of California, and being more particularly described as follows:

BEGINNING AT A POINT at a point on the Easterly line of said Parcel A, said point also being a point on the Southerly line of Providence Mine Road, from which the Southwest Corner of said Section 12 bears South 01°19'26" East a distance of 797.35 feet; **THENCE FROM SAID POINT OF BEGINNING** and following the Southerly and Westerly lines of Providence Mine Road North 42°15'00" East a distance of 101.13 feet to the beginning of a curve to the right, having a radius of 30.00 feet; Thence following said curve through a central angle of 160°45'00" for an arc distance of 84.17 feet; Thence South 23°00'00" West a distance of 83.19 feet to the beginning of a curve to the left, having a radius of 265.00 feet; thence following said curve through a central angle of 31°22'01" for an arc distance of 145.08 feet; Thence leaving said line of Providence Mine Road South 81°37'59" West a distance of 63.47 feet to a point on the Westerly line of said Parcel A; Thence following said Westerly line North 01°19'26" West a distance of 185.00 feet **TO THE POINT OF BEGINNING**.

The basis of bearings is the Book 17 of Parcel Maps Page 29, Nevada County Records.

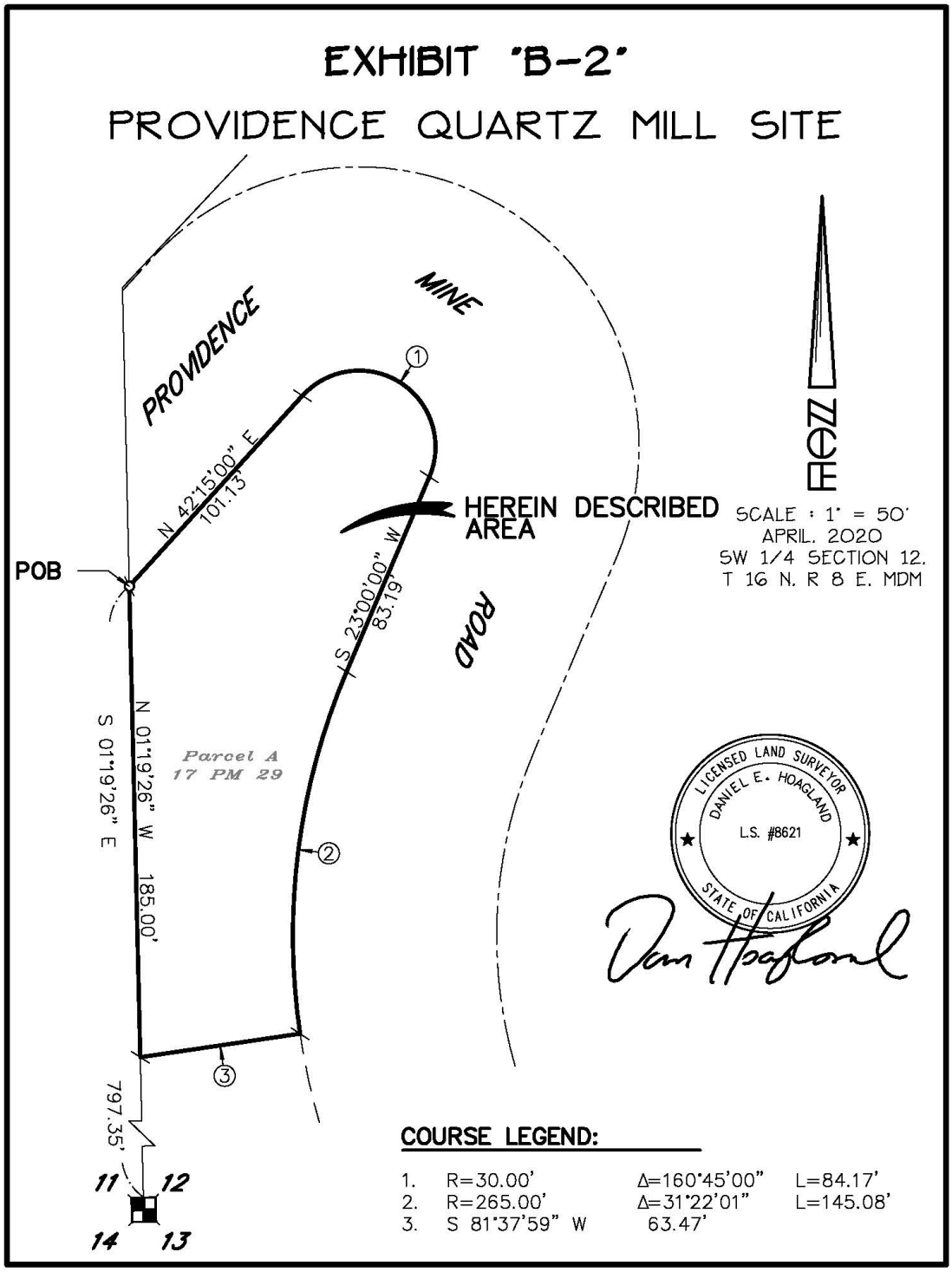
The herein described area is shown on Exhibit "B-2" attached hereto and made a part hereof.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Daniel E. Hoagland, PLS 8621

LICENSED LAND SURVEYOR
DANIEL E. HOAGLAND
L.S. #8621
STATE OF CALIFORNIA

Exhibit B-2: Plat Map, Providence Quartz Mill Site



REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City CA 95959
www.nevadacityca.gov

October 14, 2020

TITLE: Amended Agreement for Public Safety Dispatch Services Between the City of Grass Valley, the Town of Truckee, the City of Nevada City and the County of Nevada (July 1, 2020 through June 30, 2021)

RECOMMENDATION:

1. Review and approve the amended agreement for public safety dispatch services between the City of Grass Valley, the Town of Truckee, the city of Nevada City and the County of Nevada for the period of July 1, 2020 through June 30, 2021 and authorize the Mayor and City Manager to sign.

2. Pass Resolution 2020-XX, a Resolution of the City Council of the City of Nevada City repealing an agreement for public safety dispatch services between the City of Grass Valley, the Town of Truckee, the city of Nevada City and the County of Nevada (July 1, 2020 through June 30, 2021) and approving an amended version of the agreement.

CONTACT: Chad Ellis, Police Chief
Catrina Olson, City Manager

BACKGROUND / DISCUSSION:
On September 23, 2020, the City Council approved an Agreement for Public Safety Dispatch Services between the City of Grass Valley, the Town of Truckee, the City of Nevada City, and the County of Nevada (the "Agreement"). All parties had agreed to a change in the insurance requirements of the Agreement to allow Grass Valley, Nevada City, and Truckee's risk pool coverage to suffice, but the superseded version of the Agreement was inadvertently included in the packet for Council's approval at the September 23, 2020 meeting.

Staff recommends the City Council repeal the previously approved Agreement and adopt the amended version with the updated insurance requirements.

ENVIRONMENTAL CONSIDERATIONS: None

FISCAL IMPACT: $133,625.83, which is, included in the FY 20/21 Police Department budget.

ATTACHMENTS:

- ✓ Resolution 2020-XX, a Resolution of the City Council of the City of Nevada City Repealing an Agreement for Public Safety Dispatch Services Between the City of Grass Valley, the Town of Truckee, the city of Nevada City and the County of Nevada (July 1, 2020 Through June 30, 2021) and Approving an Amended Version of the Agreement
- ✓ Agreement for Public Safety Dispatch Services Between the City of Grass Valley, The Town of Truckee, the City of Grass Valley and the County of Nevada including Exhibit "A" (service cost breakdown)

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEVADA CITY REPEALING AN AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF GRASS VALLEY, THE TOWN OF TRUCKEE, THE CITY OF NEVADA CITY AND THE COUNTY OF NEVADA (JULY 1, 2020 THROUGH JUNE 30, 2021) AND APPROVING AN AMENDED VERSION OF THE AGREEMENT

WHEREAS, at the September 23, 2020, City Council meeting, the Council approved an Agreement for Public Safety Dispatch Services Between the City of Grass Valley, the Town of Truckee, the City of Nevada City and the County of Nevada (July 1, 2020 through June 30, 2021) (the "Agreement"); and

WHEREAS, the City Council desires to repeal that version of the Agreement and approve an amended version of the Agreement with updated insurance requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada City the Agreement for Public Safety Dispatch Services Between the City of Grass Valley, the Town of Truckee, the City of Nevada City and the County of Nevada approved at the September 23, 2020 City Council meeting is hereby repealed. The amended version of the Agreement is hereby approved attached hereto as Exhibit "A" and incorporated herein by this reference.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Nevada City on the 14th day of October, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Erin Minett, Mayor

ATTEST:

_____

Niel Locke, City Clerk

AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN THE CITY OF GRASS VALLEY, THE TOWN OF TRUCKEE, THE CITY OF NEVADA CITY AND THE COUNTY OF NEVADA
(July 1, 2020, through June 30, 2021)

THIS AGREEMENT is made and entered into this _____day of_____, 2020 by and between the City of Grass Valley, the Town of Truckee, and the City of Nevada City hereinafter collectively as "Participants", individually as "Participant" and the County of Nevada, hereinafter "County."

For and in consideration of the mutual promises herein exchanged the parties do hereby agree as follows:

1. TERM

1.1 Effective Dates. This Agreement shall be effective from July 1, 2020, through June 30, 2021 unless terminated as provided herein.

1.2 Renewal. At any time during the term of this Agreement the parties may meet to evaluate the terms of this Agreement and may modify, approve and/or ratify any renewal of this Agreement to the effective date of such renewal. Any amendment shall be in writing and approved by the appropriate governing bodies.

1.3 Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 above, any Participant or County may terminate this Agreement, either with or without cause, upon notice in writing to the other party of not less than one hundred eighty (180) days prior thereto. In the event that this Agreement is terminated for any reason, the obligations of the Participant(s) to make payments to the County as set out herein for services provided, and obligations of the Participants and the County for mutual indemnification shall continue after any such termination. Payments for services hereunder shall only be due through the date of termination.

2. SCOPE OF SERVICE

2.1 Duties of the County. The County agrees, through the Sheriff thereof, to provide Public Safety Dispatch services for the NCRDC Participants at the Nevada County Communications Center Nevada City which shall be known as the Nevada County Regional Dispatch Center (NCRDC). These services shall include the following:

2.2 Emergency Telephone. County will receive and process all emergency telephone calls, including those received on 9-1-1 telephone lines and on published seven digit emergency telephone lines at NCRDC. All requests for police response will be received and processed by NCRDC for incidents within the relevant Participant's jurisdiction.

2.3 Alternate Emergency Line. County shall maintain a seven-digit emergency telephone line to be used as an alternate for 9-1-I. For the Truckee area, this line (530-550-2320) may be published by the Participants as an alternate emergency telephone number. For the Western county,

this line (530-477-6481) may be published by the participants as an alternate emergency telephone number.

2.4 After Hours Non-Emergency Line. County shall receive and process all after hours non-emergency telephone calls for the Police Departments of Participants at NCRDC.

2.5 Computer Aided Dispatch. The County shall provide dispatch services utilizing a modern Computer Aided Dispatch (CAD) System at NCRDC. The County agrees to authorize the Participants to have unlimited access into this system from their Police Department. The Participants shall be responsible for any related hardware/software costs necessary to allow the Participants to have such access. The Participants agrees that appropriate and reasonable measure will be in place, which shall be reviewed and approved by County Information Systems Department to assure that the CAD application is not accessible from any other computers on their Local Area Network (LAN) except those located within or under the control of appropriate Participant Police Department staff. The Participants agree not to release any information from the CAD system to any third party without prior written authorization from County, except that the Participants may release information that describes Participant operational activity from the CAD incidents generated for respective Participant Police Department staff

2.6 Records Management System. The County shall provide information from the Sheriffs Records Management System (RMS) terminals at NCRDC so Participants' staff can make entries into the RMS as Participant may decide. The Participants agree to take appropriate action and reasonable measures to assure that the RMS application is not accessible from any other computers on Participant's LAN except those located within or under the control of appropriate Participant's staff. The Participants agree not to release any information from the RMS system to any third party without prior written authorization from County, except that the Participants may release information that originates as part of each Participant's operational activity for Individual Participant Police Department staff

2.7 Incident Numbering. The County will electronically record an "Agency Number" from NCRDC for all incidents within the Participant's jurisdiction or when Participants units respond to calls outside the Participant's individual jurisdiction.

2.8 Interfacing with Participant Police Department Local Area Network. The County will assist the Participants in interfacing with each Participant's Local Area Network (LAN). The cost for any software/hardware needed for such interface will be borne by each individual Participant.

3. OPERATIONAL ISSUES

3.1 Advisory Committee. County and each individual Participant shall establish and maintain an "Advisory Committee" which shall be comprised of the Sheriff and Chief of Police from each Police Department. The Advisory Committee shall meet minimally once per year to review and discuss policy, procedural and financial issues relevant to the functions of the NCRDC. Recommendations made by the committee are to be advisory and will assist the Sheriff in making decisions on operational and financial issues.

3.2 User Group. County and each individual Participant shall establish and maintain a "User Group" which shall be comprised of a designee from the County and each Participant. The User Group shall meet minimally once per year to review and discuss technology and operational issues relevant to the functions of the NCRDC. Recommendations shall be made to the Advisory Committee as referenced in Section 3.1 of this contract.

3.3 Policies and Procedures - Operations. The Advisory Committee is responsible for establishing the policies, practices, procedures and operational guidelines on dispatching services in conjunction with the NCRDC. NCRDC, County and Participants will follow said policies, practices and procedures in the administration of dispatch service pursuant to this Agreement.

3.4 Conflict Resolution. The supervisory personnel from the Participants should attempt to resolve problems involving dispatch by contacting the NCRDC Communications Manager as soon as possible. Any unresolved or repetitive problems should be referred to the Sheriff's Office Administrative Captain. If any conflict is not resolvable under this section, then Section 14 shall apply.

3.5 Disaster Operations: Interaction with Participants Emergency Operations Centers. The NCRDC will be the primary point for dispatching day-to-day emergencies. In the event the Participant Emergency Operations Center (EOC) is activated, there will be a need to modify how incidents are handled, especially for a large-scale event which has truly exhausted local resources. The details of the interaction between the NCRDC and the Participant EOC will be developed as a component of the policies, practices and procedures as referenced in 3.1 and 3.2 above. The development of such detail shall be initiated by Participant.

3.6 Amendment. Any party may initiate a request for a modification to this agreement in writing. All modifications negotiated will be effective only upon written approval of all parties

4. LEVEL OF SERVICE

4.1 Level of Service. The County shall provide twenty-four (24) hours per day, 365 days per year, Public Safety Communications Services as set forth in this Agreement.

4.2 Staffing. The County agrees to maintain staffing levels necessary to provide Public Safety Communications Services to the Participants.

4.3 Variation in Scope of Service. Variation in the scope of service shall be made by amendment, as provided in Section 2 of this Agreement.

4.4 Budget Estimate. In support of Participants budget process, County shall prepare and submit to Participants no later than March 15 of each year, a proposed estimated cost of dispatch services, such as that shown in Exhibit A, attached hereto, for the next fiscal year covering the period of July 1 through June 30. The associated cost estimate for performance of such Service Plan shall be incorporated into Section 8, Compensation for Services.

4.5 Calls for Service. A Call for Service is defined as being any incident reported to

NCRDC requiring NCRDC to dispatch public safety services to either the Sheriff's Office or a Participant Agency jurisdiction to provide fire/law enforcement service; or any incident initiated by a member of either the Sheriff's Office or a member of the Participant agencies requiring NCRDC to have radio/phone communication with the reporting member. If the incident is within a Participant Agency's city limits then the incident is considered a call for service for that Participant Agency. All other calls for service shall be considered a call for service for the County.

5. REPORTS

When requested, County will provide a Participant Agency with written reports addressing service performed under this Agreement. Such reports will address: services performed; detail of staffing levels, including number of hours (regular and overtime) worked, detailed significant staffing issues, or other reasonably obtainable information deemed important by a Participant Agency. Reports provided at the Participant's request requiring additional amounts of staff time or other county resources may, at the Sheriff's discretion, generate charges beyond those covered by this agreement.

6. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT

6.1 Supervision. The responsibility of supervision of communications services at NCRDC, hiring of personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel, shall remain with County. County is bound to abide by bargaining agreements covering County employees performing services hereunder.

The Participant's Police Chief or other management personnel of the police department, as appropriate, may provide comments to the Sheriff or management personnel of that department, as appropriate, concerning the performance of dispatch personnel providing services to Participants under this agreement. If the Police Chief or their designee determines that services are not being provided in accordance with the standards established in this agreement the parties shall meet to seek a mutually acceptable resolution of the concern. If that meeting is not successful the Chief or designee may request a review of the employee or employees involved.

6.2 Labor and Equipment. For the purpose of performing said services, County shall furnish and supply all labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder. Any equipment purchased by the Participants to be utilized by County NCRDC staff to provide services herein shall meet the Sheriff's specifications. Any such equipment so purchased by the Participants shall remain within the County NCRDC during the term of this agreement. All such equipment shall remain in the ownership of the relevant Participant. Participants shall have advance notice as soon as administratively possible of any equipment purchases or system upgrades deemed necessary by the Sheriff to maintain the level of service to be rendered hereunder.

6.3 Additional Equipment. Any other equipment or infrastructure costs outside of section 6.2 above, and not provided for in the annual budget estimate under section 4.4 above, shall only be acquired subject to mutual written agreement of County and the Participants

6.4 County shall secure and manage upgrades to the E911 equipment available through CalOES 9-1-1 Emergency Communications Branch as deemed necessary and/or mandated by the County and State as program funding provides for the NCRDC. County shall provide a good faith estimate of upgrade costs to Participants prior to the execution of any contract by the County for upgrades. County and Participants recognize that non approval of necessary and/or mandated upgrades may result in cessation of services to participants of the NCRDC. Any shortfalls between State funding levels and costs of upgrade are to be borne by the Participants and County proportionally in the same ratio as provided for in billing expenses. Should a Participant initiate termination of this agreement pursuant to section 1.3, the Participant shall be liable for debts incurred under this program for E911 Customer Premise Equipment and Software being funded by CalOES 9-1-1 Emergency Communications Branch at the time of termination.

7. EMPLOYMENT STATUS OF PERSONNEL

7.1 Status of Employees. All persons employed by County to perform services pursuant to this Agreement shall be and remain County employees and shall at all times, be under the direction and control of the County. All persons employed by County to perform the services pursuant to this Agreement shall be entitled solely to the rights and privileges given to County employees and shall not be entitled, as a result of providing services required hereunder, to any additional rights and privileges given to Participant employees.

Participants shall not be liable for the direct payment of any salaries, wages, benefits or other compensation to any County personnel performing services hereunder for County or any liability other than that provided for in this Agreement.

7.2 Labor Shortage. In the event of a work slow-down, strike, or any other form of job action by those individuals assigned to Participants, County agrees to provide only that level of service which may be available through mutual aid, pursuant to Government Code Section 8615, et seq. Participants shall be billed only for the actual hours of service received.

8. COMPENSATION

8.1 Payment Basis. The Participants shall pay for such service or services as are required, requested and provided under this contract during fiscal year at the rates and items described in Exhibit A "Service Costs", or any revised rates or combinations thereof, plus such additional amounts as determined by the County's Auditor-Controller that will reflect any amendment to the County Salary Resolution related to salaries and employee benefits adopted annually by the Board of Supervisors during the term of this contract. Said rates shall include all items of cost and expense to the Sheriff for providing the services hereunder.

8.2 Establishment of Costs. The cost to be charged to Participant shall be adjusted periodically to reflect any changes in the cost to County for providing services hereunder. Participant shall be notified of any change in cost to be charged Participant prior to submittal of the proposed change to the County Board of Supervisors, and Participant shall be given the

opportunity to review the proposed change with County personnel. Participants shall, thereafter, be notified of adoption by County of the costs to be charged Participants, and said new costs to Participant shall take effect on the same date as County incurs the costs. Should Participant, subsequent to a cost adjustment, choose not to appropriate or expend any additional monies needed to support the level of service therefore to supplied, County reserves the right to reduce the level of service in accordance with the amount Participant is willing to expend.

8.3 Cost Allocation. The allocation of the costs of operation of the NCRDC for the current fiscal year will be allocated between the Participants and County based upon the percentages and costs as shown in Exhibit A.

8.4 Payment of Costs. Participants shall Pay to County monthly in advance on the first of each month one twelfth (1/12) of the annual amount shown on Exhibit A. County through the Sheriff's Office, shall provide to Participants within sixty (60) days of the conclusion of the fiscal year an itemized statement of the costs for services being charged for said quarters; Should the itemized statement show a savings from estimated costs shown on Exhibit A, then said savings will be credited back to Participants for the next month's payment. Should the itemized statement show a cost increase, then the Participants shall pay such shortfall with the next month's payment. In the event of nonpayment, County's remedy shall be to take any action permitted by law to recover unpaid amounts under the agreement.

8.5 Credits. From time to time County may receive revenue related to the operation of the NCRDC all of which should be credited against NCRDC costs on a pro rata basis where applicable. Examples of such credits may include: training reimbursements, grants, PERS credits, etc. Any reimbursement received by County from any non-County funding source for services charged to Participants under this Agreement will be credited to Participants.

9. SUBROGATION

To the extent that the County incurs any loss for which it is compensated in whole, or for more than fifty percent of its losses, by the Participants, the County shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to the Participants. To the extent that the Participant incurs any loss for which it is compensated in whole, or for more than fifty percent of its losses, by the County, the Participant shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to the County.

10. INDEMNIFICATIONS AND HOLD HARMLESS

10.1 Indemnification by Participants. Participants shall indemnify and hold County, its officers, agents, employees, volunteers, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of Participant, its officers, agents, employees, volunteers, subcontractors, and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of the Agreement to the extent that such liability is imposed on

County by the provisions of California Government Code Section 895.2, and Participants shall defend at its expense, including attorney fees, County, its officers, agents, employees, volunteers, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

10.2 Indemnification by County. County shall indemnify and hold Participants, its officers, agents, employees, volunteers, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, volunteers, subcontractors, and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of the Agreement to the extent that such liability is imposed on Participants by the provisions of California Government Code Section 895.2, and County shall defend at its expense, including attorney fees, Town, its officers, agents, employees, volunteers, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

11. INSURANCE

Participants understands and agree to the following: in accordance with Government Code section 990 and Labor Code Section 3700, the County has elected to self-insure and participate in risk pools for general, auto, cyber, and worker's compensation liabilities. Under this form of insurance, the County and its employees acting in the course and scope of their employment are covered for tort and worker's compensation liability arising out of official County business. Participants waive their right to subrogate for losses compensable under workers' compensation coverage. All claims against the County based on tort liability should be presented as a government claim to the Clerk of the Board Eric Rood Administrative Center 950 Maidu Avenue, Suite 200 Nevada City, CA 95959. (Gov. Code Section 900, et. Seq.) Internet link: https://www.mynevadacounty.com/869/Filing-Claims-Against-the-County.

County understands and agrees to the following: in accordance with Government Code section 990 and Labor Code section 3700, the Participants may elect to self-insure or participate in a risk pool for general, auto, cyber, and worker's compensation liabilities. Under this form of insurance, the Participants and its employees acting in the course and scope of their employment are covered for tort and worker's compensation liability arising out of official Participants business. County waive their right to subrogate for losses compensable under workers' compensation coverage. All claims against the Participants based on tort liability should be presented in accordance with the Government Tort Claims Act.

12. RIGHT TO AUDIT

Upon reasonable notice, either party shall have the right to inspect and audit any records maintained by the other party relevant to this Agreement, to the extent allowed by law.

13. INTERNAL POLICIES

If requested by the Sheriff or Participants' Police Chief, an internal policy memorandum may be entered into by and between said Sheriff and Participant Police Chief, subject to Advisory Committee Review with respect to questions relating to the provision of service under this Agreement. The policy will set forth the question raised and agreements reached in resolution of the question. The intent and purpose of each such policy shall be to administratively implement, interpret, or clarify one or more provisions of this Agreement. No such policy shall have the effect of amending this Agreement unless an amendment to this Agreement is approved in writing by the appropriate governing body.

14. DISPUTE RESOLUTION

In the event one party believes a dispute exists over the implementation, interpretation, or payment of funds under this agreement that party shall provide reasonable written notice to the other party along with a proposed resolution of the dispute. If the other party does not accept the proposed resolution, in writing, the parties shall meet to seek to resolve the dispute.

15. LEGAL PROCEEDINGS AND VENUE

Venue and jurisdiction for all proceedings pertaining to this Agreement shall be in the Superior Court for the County of Nevada situated in Nevada City, California.

16. NOTICES

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties to be served as follows:

If to County (three notices):

County Executive Officer
950 Maidu Avenue
Nevada City, CA 95959

Clerk of the Board of Supervisors
950 Maidu Avenue
Nevada City, CA 95959

Sheriff, County of Nevada
950 Maidu Avenue
Nevada City, CA 95959

If to Grass Valley (two notices)

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

Chief of Police, Grass Valley
125 East Main Street
Grass Valley, CA 95945

If to Truckee (three notices):

Town Manager, Town of Truckee

Chief of Police, Town of Truckee

10183 Truckee Airport Road
Truckee, CA 96161

10183 Truckee Airport Road
Truckee, CA 96161

Town Clerk, Town of Truckee
10183 Truckee Airport Road
Truckee, CA 96161

If to Nevada City (two notices)

City Manager, Nevada City
317 Broad Street
Nevada City, CA 95959

Chief of Police, Nevada City
317 Broad Street
Nevada City, CA 95959

17. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in fill force and effect.

18. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understanding, oral or written, in connection therewith.

19. NO OBLIGATION TO THIRD PARTIES

Nothing in this Agreement or any of the addenda hereto, is intended to nor shall it create any right in any person, firm, corporation, or entity, other than in the parties hereto, including but not limited to the employees of the parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and obligations of the Participants and/or County with regard to third party.

20. FORCE MAJEURE

Neither the County or any Participant shall be liable in damages for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by conditions beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, Acts of God, wars, insurrections, failure of suppliers, subcontractors, and carriers, and/or any other cause beyond the reasonable control of the party whose performance is affected. As a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

21. CONSTRUCTION OF AGREEMENT

This Agreement shall be constructed and enforced pursuant to the laws of the State of California. This agreement shall be interpreted as if jointly prepared by the parties. No presumption shall arise from the identity of the drafter.

22. ADDITIONAL DOCUMENTS AND AGREEMENTS

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

23. AGREEMENT CONTROLLING

In the event of a conflict between the provisions of the text of this Agreement and Exhibits, the provisions of the text shall prevail.

24. ASSIGNMENT/DELEGATION

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

County of Nevada

By_____ Date_____
Heidi Hall, Chair
Board of Supervisors

By_____ Date_____
Alison Lehman
Chief Executive Officer

By_____ Date_____
Shannan Moon, Sheriff

Town of Truckee

By_____ Date_____
David Polivy, Mayor

By_____ Date_____
Jeff Loux
Town Manager

City of Grass Valley

By_____ Date_____
Lisa Swarthout, Mayor

By_____ Date_____
Tim Kiser, City Manager

City of Nevada City

By_____ Date_

Erin Minett, Mayor

By_____ Date_____

Catrina Olson, City Manager

Exhibit A

Service Costs

The annual percentage of costs allocated to each participating agency have been calculated using a formula which takes into consideration each Participants jurisdictional population, calls for service and number of sworn staffing. For Fiscal Year 2020-2021, the total annual cost for providing dispatch services to the County and all Participants is an estimated budget of $2,015,446. Invoicing for compensation per Section 8.4 of the contract will occur throughout the effective dates of this contract as listed in Section 1.1 and reflect one twelfth (1/12) of annual estimated costs to each Participant as per Section 8.4 of the contract.

The City of Grass Valley agrees to pay monthly on an allocated percent of total of 22.29% of the estimated annual budget, or $449,697.00.

The City of Nevada City agrees to pay monthly on an allocated percent of total of 6.62% of the estimated budget, or $133,558.00

The Town of Truckee agrees to pay monthly on an allocated percent of total of 20.48% of the estimated budget, or $413,181.00

The County of Nevada shall be responsible for the remaining allocated percent of total of 50.60% of the estimated budget or $1,020,847.00

The total costs shall be adjusted periodically to reflect any changes in the cost to the County for providing Public Safety Dispatch services. The County may receive revenue related to the operation which should be credited against costs on a pro rata basis where applicable. Examples of such credit may include: training reimbursements, grants, PERS credits, etc.

Increases or decreases in dispatch costs will be shared based on the allocated percent of total as indicated above.

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

October 14, 2020

TITLE: Resolution of Application for Prop 68 – Per Capita Funds

RECOMMENDATION: Pass Resolution 2020-XX, a Resolution of the City Council of the City of Nevada City approving application(s) for Per Capita Grant funds and authorize the Mayor to sign.

CONTACT: Dawn Zydonis, Parks & Recreation Manager

BACKGROUND / DISCUSSION:
The City has been awarded $177,952 from the State of California through the Proposition 68 Per Capita Funding Program. Although the City has already been awarded the funding, we are required to complete an application to have our project approved. Details of the Per Capita Funds includes the following:

- Projects must be used for capital outlay for recreational purposes, either acquisition or development.
- Multiple projects may be completed under one contract, but each project requires a separate application.
- A project can only have one location.
- Grantees are encouraged to partner with other grantees on projects.
- A 20% match is required if the project is not serving a "severely disadvantaged community".

City staff recommend that the project be something in Pioneer Park. Projects on any other City property will require a 20% match, but any project within Pioneer Park meets the criteria for a "severely disadvantaged community".

Workshops for Prop 68 – SPP funding have been completed along with a public survey. The elements included in the City's 2019 SPP Grant application were prioritized for this year's application. The top three priorities were:

1. Trails & Access Points
2. Renovate Tennis Courts
3. Playground Improvements

Staff recommend that the application for the Per Capita funds focus on the Tennis Courts. The trails and access points that were discussed during public workshops is not a recreational amenity, but helps to navigate the park easier. The Tennis Court element with new lights, new nets, new bench and shade for the bench qualifies for the Per Capita funds as capital outlay of a recreational feature.

If the tennis court rehabilitation does not require the entire $177,952 that is available we will complete a second application for playground elements.

The attached Resolution is due to the state on December 31, 2020. The Application packet is due June 30, 2021.

ENVIRONMENTAL CONSIDERATIONS: California Environmental Quality Act documentation has already been completed on all projects proposed for this funding.

FISCAL IMPACT: The tennis court project would be fully funded by the Prop 68 – Per Capita Funds.

ATTACHMENTS:

- ✓ Resolution 2020-XX, a Resolution of the City Council of the City of Nevada City Approving Application(s) for Per Capital Grant Funds

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEVADA CITY APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

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

1. Approves the filing of project application(s) for Per Capita program grant project(s); and

2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and

3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and

4. Certifies that all projects proposed will be consistent with the park and recreation element of the City's general or recreation plan (PRC §80063(a)), and

5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and

6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and

7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City will consider a range of actions that include, but are not limited to, the following:
    - (A) Conducting active outreach to diverse populations, particularly minority, low income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
    - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
    - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
    - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
    - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
    - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).

9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).

10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and

11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED AND ADOPTED by the City Council of the City of Nevada City at a regular meeting of the City Council held the 9th of September, 2020.,

I, the undersigned, hereby certify that the foregoing Resolution Number 2020-XX was duly adopted by the City Council following a roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Erin Minett, Mayor
City of Nevada City

ATTEST:

_____

Niel Locke, City Clerk
City of Nevada City

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

October 14, 2020

TITLE: A Resolution Approving the Application for Statewide Park Development and Community Revitalization Program Grant Funds

RECOMMENDATION: Pass Resolution 2020-XX**,** a Resolution of the City Council of the City of Nevada City approving the application for Statewide Park Development and Community Revitalization Program grant funds and authorize the Mayor to sign.

CONTACT: Dawn Zydonis, Parks & Recreation Manager

BACKGROUND / DISCUSSION:
The City applied for Prop 68 – Statewide Parks Program (SPP) funding in 2019. The application was not awarded funding but scored well, so City staff will be submitting a similar application in the upcoming round.

The Resolution serves two purposes:

1. It is the means by which the City Council shows it is aware of all the terms of the contract. It provides confirmation that the applicant has the funding to complete the proposed project if the grant is awarded.
2. Designates a position title to represent the Governing Body on all matters regarding the application and project. The designated position (City Manager) is referred to as the Authorized Representative.

The grant application is due December 14, 2020.

ENVIRONMENTAL CONSIDERATIONS: No environmental considerations are needed for the Resolution. All appropriate CEQA documents have been completed for the proposed projects at Pioneer Park.

FISCAL IMPACT: If awarded funding the grant will cover all costs, no matching funds are required.

ATTACHMENTS:

- ✓ Resolution 2020-XX, a Resolution of the City council of the City of Nevada City Approving the Application for Statewide Park development and Community Revitalization Program Grant Funds

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEVADA CITY APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

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

APPROVES THE FILING OF AN APPLICATION FOR THE PIONEER PARK IMPROVEMENTS; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the City Manager our her designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

PASSED AND ADOPTED by the City Council of the City of Nevada City at the regular meeting of the City Council held on the 14th day of October, 2020.

I, the undersigned, hereby certify that the foregoing Resolution Number 2020-XX was duly adopted by the City Council following a roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Erin Minett, Mayor
City of Nevada City

ATTEST:

_____

Niel Locke, City Clerk
City of Nevada City

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City CA 95959
www.nevadacityca.gov

October 14, 2020

TITLE: A Resolution to Award a Bid for the Purchase of a Chevrolet Tahoe LT for the Police Department

RECOMMENDATION: Pass Resolution 2020-XX, a Resolution of the City Council of the City of Nevada City to Award a Bid to Folsom Chevrolet for $64,882.75 to Purchase a 2021 Chevrolet Tahoe LT for the Police Department.

CONTACT: Chad Ellis, Police Chief

BACKGROUND / DISCUSSION:
The Nevada City Police Department has recently phased out two Ford Explorer patrol cars originally purchased by the City in 2014. One of the Ford Explorers was decommissioned as a patrol car and was transitioned to Nevada City Parks and Recreation. The second Ford Explorer was provided to the Nevada City Fire Department.

Approximately two years ago, the Police Department transitioned from the Ford Explorers to Chevrolet Tahoe's for patrol use. The Tahoe's have proven to be more reliable than the Explorer's and better suited as patrol/emergency vehicles.

The Police Department will be assigning a currently owned 2015 Ford Fusion that has exceeded its life as an emergency vehicle, to an unmarked Code Compliance vehicle to be utilized by Amanda Kysar for code compliance and cannabis compliance inspections in the City.

Folsom Chevrolet is a Government Sales dealership and offers Government and Municipal discounts as the lowest price guarantee.

ENVIRONMENTAL CONSIDERATIONS: None

FISCAL IMPACT:
The cost of the vehicle is $64,882.75. The funding for the purchase will come from Prop 172 safety funds and Asset Forfeiture funds which are already in the City's possession. Prop 172 and Asset Forfeiture funds have historically been allocated for the purchase safety fixed assets.

ATTACHMENTS:
- ✓ Resolution 2020-XX, a Resolution of the City Council of the City of Nevada City to Award a Bid to Folsom Chevrolet for $64,882.75 to Purchase a 2021 Chevrolet Tahoe LT for the Police Department
- ✓ Folsom Chevrolet price sheet for Chevrolet Tahoe LT

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEVADA CITY TO AWARD A BID TO FOLSOM CHEVROLET FOR $64,882.75 TO PURCHASE A 2021 CHEVROLET TAHOE LT FOR THE POLICE DEPARTMENT

WHEREAS, the Nevada City Police Department has recently phased out two Ford Explorer patrol cars originally purchased by the City in 2014; and

WHEREAS, Approximately two years ago, the Police Department transitioned from the Ford Explorers to Chevrolet Tahoe's for patrol use as they have proven to be more reliable than the Explorer's and better suited as patrol/emergency vehicles ; and

WHEREAS, The Police Department will be assigning a currently owned 2015 Ford Fusion that has exceeded its life as an emergency vehicle, to an unmarked Code Compliance vehicle.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada City to pass Resolution 2020-XX award a bid to Folsom Chevrolet for $64,882.75 to purchase a 2021 Chevrolet Tahoe LT for the Police Department.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Nevada City on the 14th day of October 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Erin Minett, Mayor

ATTEST:

_____

Niel Locke, City Clerk

2021 TAHOE 4X4 QUOTE

FOLSOM CHEVROLET

12655 AUTO MALL CIRCLE / FOLSOM CA 95630
GOV'T & FLEET SALES DIRECT: **916.869.1425**

QUOTE PREPARED BY CHRIS CUEVAS
8/3/2020
QUOTE #11584

Comments or Special Instructions: *2021 CHEVROLET TAHOE LT GRAYWOOD METALLIC*
Prepared for: CHIEF CHAD ELLIS, NEVADA CITY POLICE DEPT

FLEET	P.O. NUMBER	TERMS	DEAL #	VIN LAST 8	STOCK#
CHRIS C				*BUILD*	*ORDER*

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	2021 CHEVROLET TAHOE LT 4x4	$ 66,185.00	T	$ 66,185.00
1	*FOLSOM CHEVY GOV / MUNICIPAL CREDIT*	**(5,950.00)**		**(5,950.00)**
1	DOC FEE	$ 85.00	T	$ 85.00
			SUBTOTAL	$ 60,320.00
			SALES TAX RATE	7.50%
			SALES TAX	$ 4,524.00
	DELIVERY WAIVED TO NEVADA CITY		*EXEMPT PLATES REG*	38.75
	[SEE ADDL BUILD SHEET FOR SPEC]		*TOTAL*	**$ 64,882.75**

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City CA 95959
www.nevadacityca.gov

October 14, 2020

TITLE: Action Minutes September 23, 2020 Regular City Council Meeting

RECOMMENDATION: Review and approve regular City Council meeting action minutes of September 23, 2020.

CONTACT: Catrina Olson, City Manager

BACKGROUND / DISCUSSION:
The action minutes for the September 23, 2020 are attached for review.

ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: Not applicable.

ATTACHMENTS:
- ✓ Regular City Council Meeting action minutes September 23, 2020

CITY OF NEVADA CITY
ACTION MINUTES
REGULAR CITY COUNCIL MEETING OF SEPTEMBER 23, 2020

NOTE: This meeting is available to view on the City's website www.nevadacityca.gov – Go to *Quick Links* and Click on *Agendas & Minutes* and find the Archived Videos in the middle of the screen. Select the meeting date and Click on *Video* to watch the meeting. For website assistance, please contact Loree' McCay, Deputy City Clerk at (530) 265-2496, ext 134.

- City Council Meetings are available on DVD. To order, contact City Hall - cost is $15.00 per DVD.
- Closed Session Meetings are not recorded.

CLOSED SESSION – 6:00 PM

1. Pursuant to Government Code Section 54956.9, The City Attorney, Crystal Hodgson and City Manager, Catrina Olson are requesting a closed session item to discuss and confer on the pending litigation involving the City in the case of LORRAINE REICH, in Propria Persona, and for SAVE NEVADA COUNTY TREES, an unincorporated association of Citizens of Nevada City and Nevada County, State of California, Petitioners vs. CITY OF NEVADA CITY, PACIFIC GAS and ELECTRIC COMPANY, MOUNTAIN ENTERPRISES, INC., AND DOES 1 through 25, inclusive, Respondents, Case No.CU20-084893.

Action: Staff to proceed as directed.

REGULAR MEETING – 6:30 PM - Call to Order

Roll Call: Present: Mayor Minett, Vice Mayor Strawser, Council Members Fleming and Fernández
Vacant: Council Member

PLEDGE OF ALLEGIANCE

PROCLAMATIONS:

PRESENTATIONS: Dr. Johnson, Nevada County Public Health Officer and Jill Blake, Director, Nevada County Public Health Department

BUSINESS FROM THE FLOOR:

Mayor Minett requested that the Council add item titled 2021 Western Wildland Urban Interface Grant Program under New Business to discuss supporting to approve the Sierra Fund writing a grant application and submitting on behalf of the City for fire mitigation/vegetation management funds for City property.

Action: Motion by Strawser, seconded by Fleming to add item 2021 Western Wildland Urban Interface Grant Program under New Business.

1. PUBLIC COMMENT (Per Government Code Section 54954.3)
Please refer to the meeting video on the City's website at www.nevadacityca.gov.
Action: This item was moved to the end of the meeting after New Business.
(Approved 4-0, Vacancy 1, Roll call votes ayes; Minett, Strawser, Fleming and Fernández)

2. COUNCIL MEMBERS REQUESTED ITEMS AND COMMITTEE REPORTS AND FUTURE AGENDA ITEMS:

A. Subject: League of California Cities 2020 Annual Conference Resolution Packet
Recommendation: Review and provide the League of California Cities voting delegate, Vice Mayor Strawser, direction on whether to approve a Resolution of the General Assembly of the League of California Cities calling for an amendment of Section 230 of the Communications Decency Act of 1996 to require social media companies to remove materials which promote criminal activities.

Action: Recommendation provided by Council to voting delegate, Vice Mayor Strawser to abstain from voting on this item.

3. CONSENT ITEMS:

A. Subject: Fire Activity Report – August 2020
Recommendation: Receive and file.

B. Subject: Second Reading - Ordinance 2020-16, an Ordinance of the City of Nevada City Adding Section 17.80.240 to the Nevada City Municipal Code Regulating Stationary Standby Generators and Second Reading- Ordinance 2020-17 an Ordinance of the City of Nevada City Amending Section 8.20.90 of the Nevada City Municipal Code in Order to Update the City's Ordinance Pertaining to Emergency Use of Generators
Recommendation:
1. Adopt Ordinance 2020-16, an Ordinance of the City of Nevada City Amending Section 8.20.90 of the Nevada City Municipal Code to Add an Exception to the City's Noise Regulations for the Use of Emergency Generators.
2. Adopt Ordinance 2020-17, an Ordinance of the City of Nevada City Adding Section 17.80.240 to the Nevada City Municipal Code Regulating Stationary Standby Generators.

C. Subject: A Resolution of the City of Nevada City Awarding a Professional Services Contract Amendment to 4LEAF, Inc. for Building Inspection and Plan Review Services
Recommendation: Pass Resolution 2020-66, a Resolution of the City of Nevada City awarding a professional services contract amendment to 4Leaf, Inc. for building inspection and plan review services for the City of Nevada City and authorize the Mayor to sign.

D. **Subject:** Award of Contract for Church Street Water Service Replacement
Recommendation: Pass Resolution 2020-67, a Resolution of the City Council of the City of Nevada City to award a contract to PSCE in the amount of $21,774 plus $3,000 in contingencies for Church Street Water Service Replacement in Nevada City and authorize the Mayor to sign.

E. **Subject:** Notice of Completion for Commercial Street Phase 1 Water, Sewer and Storm Drain in Nevada City
Recommendation: Pass Resolution 2020-68, a Resolution for the City of Nevada City authorizing the Mayor to sign a Notice of Completion for Commercial Street Phase 1 Water, Sewer and Storm Drain in Nevada City and authorize the City Clerk to file said Notice of Completion with the Nevada County Recorder's Office.

F. **Subject:** Agreement for Public Safety Dispatch Services Between the City of Grass Valley, the Town of Truckee, the City of Nevada City and the County of Nevada (July 1, 2020 through June 30, 2021)
Recommendation: Review and approve the agreement for public safety dispatch services between the City of Grass Valley, the Town of Truckee, the City of Nevada City and the County of Nevada for the period of July 1, 2020 through June 30, 2021 and authorize the Mayor and City Manager to sign.

G. **Subject:** A Resolution of the City Council of the City of Nevada City to Award a Contract to Koch & Koch, Inc. in the Amount of $60,500 for Water Reservoir Cleaning and Maintenance at the Water Treatment Plant in Nevada City
Recommendation: Pass Resolution 2020-69, a Resolution of the City Council of the City of Nevada City awarding a contract to Koch & Koch Inc. in amount of $60,500 for water reservoir cleaning and maintenance at Water Treatment Plant in Nevada City and authorize the Mayor to sign.

H. **Subject:** Action Minutes September 9, 2020 Regular City Council Meeting
Recommendation: Review and approve regular City Council meeting action minutes of September 9, 2020.

Action: Motion by Strawser, seconded by Fernández to approve items 3A and 3C through 3H as presented. Item 3B was pulled for public comment and discussion.
(Approved 4-0, Vacancy 1, Roll call votes ayes; Minett, Strawser, Fleming and Fernández)
Action: Discussion ensued regarding the process for large generators that are 20,000 watts or more. Council requested staff look at the cost for the conditional use permit and determine if the existing fee is appropriate or if for this process the fee should be modified. Motion by Strawser, seconded by Fernández to approve Item 3B-1 to adopt Ordinance 2020-16, an Ordinance of the City of Nevada City Amending Section 8.20.90 of the Nevada City Municipal Code to Add an Exception to the City's Noise Regulations for the Use of Emergency Generators as presented.
(Approved 4-0, Vacancy 1, Roll call votes ayes; Minett, Strawser, Fleming and Fernández)
Action: Motion by Strawser, seconded by Fleming to approve items 3B-2 to adopt Ordinance 2020-17, and Ordinance of the City of Nevada City Adding Section 17.80.240 to the Nevada City Municipal Code Regulating Stationary Standby Generators as presented.
(Approved 4-0, Vacancy 1, Roll call votes ayes; Minett, Strawser, Fleming and Fernández)

4. DEPARTMENT REQUESTED ACTION ITEMS AND UPDATE REPORTS:

A. Subject: Tesla Energy Products Purchase Agreement and California Self Generation Incentive Program (SGIP)
Recommendation: Review, receive and file the attached Tesla Energy Products Purchase Agreement and California Self Generation Incentive Program.

Action: This item was reviewed by Council as receive and file, no action was taken.

B. Subject: A Resolution of the City Council of the City of Nevada City Renewing Goals of the 2015 Energy Action Plan and Adopting the 100% Renewables Committee's Renewable Energy Plan
Recommendation: Pass Resolution 2020-70, a Resolution of the City Council of the City of Nevada City renewing goals of the 2015 Energy Action Plan and adopting the 100% Renewables Committee's Renewable Energy Plan.

Action: Motion by Strawser, seconded by Fleming to pass Resolution 2020-70, a Resolution of the City Council of the City of Nevada City renewing goals of the 2015 Energy Action Plan and adopting the 100% Renewables Committee's Renewable Energy Plan with the following change:
NOW, THEREFORE, the City Council of Nevada City does hereby resolve as follows:
from 2) Adopt the Nevada City 100% Renewable Energy Plan (REP) to further goals of reducing electricity use by 28% by 2030 and the goal of 100% Renewable Energy by 2050 as established by Resolution 2017-49 and pursuant to the 100% Renewables Committee Charter, Exhibit B to 2) Adopt the Nevada City 100% Renewable Energy Plan (REP) to further goals of 100% Renewable Electricity by 2030 and the goal of 100% Renewable Energy by 2050 as established by Resolution 2017-49 and pursuant to the 100% Renewables Committee Charter, Exhibit B
(Approved 4-0, Vacancy 1, Roll call votes ayes; Minett, Strawser, Fleming and Fernández)

5. PUBLIC HEARINGS:

6. OLD BUSINESS:

A. Subject: : Cashin's Field Affordable Housing Development Request for Financial Assistance
Recommendation: Pass Resolution 2020-71, a Resolution of the City Council of the City of Nevada City committing to an agreement with the Regional Housing Authority and Central California Housing Corporation to provide a loan to the Cashin's Field Affordable Housing Project in the amount of $200,000 (effectively deferring that portion of development impact fees), and authorize the Mayor and City Manager to sign a letter of commitment for the loan.

Action: Motion by Fleming, seconded by Fernández to Pass Resolution 2020-71, a Resolution of the City Council of the City of Nevada City committing to an agreement with the Regional Housing Authority and Central California Housing Corporation to provide a loan to the Cashin's Field Affordable Housing Project in the amount of $200,000 (effectively deferring that portion of development impact fees), and authorize the Mayor and City Manager to sign a letter of commitment for the loan.
(Approved 4-0, Vacancy 1, Roll call votes ayes; Minett, Strawser, Fleming and Fernández)

7. NEW BUSINESS:

A. Subject: A Resolution of the City Council of the City of Nevada City Pledging Support to the Nisenan Tribal Community of the Nevada City Rancheria to Preserve and Protect their Native Culture and Acknowledging the Ancestral Nisenan Lands
Recommendation: Pass Resolution 2020-72, a Resolution of the City Council of the City of Nevada City pledging support to the Nisenan Tribal Community of the Nevada City Rancheria to preserve and protect their Native Culture and acknowledging the Ancestral Nisenan Lands and that a statement of that acknowledgment be read prior to each City Council meeting.

Action: This item was moved up on the agenda to be heard prior to the consent calendar. Motion by Fernández, seconded by Strawser to pass Resolution 2020-72, a Resolution of the City Council of the City of Nevada City pledging support to the Nisenan Tribal Community of the Nevada City Rancheria to preserve and protect their Native Culture and acknowledging the Ancestral Nisenan Lands. The Council also provided direction to the Mayor to provide a letter to the Nevada County Board of Supervisors asking them to also adopt a Resolution supporting the Nisenan, and for Shelly Covert to work with the Mayor Minett to create a statement to be read prior to each City Council meeting acknowledging the Ancestral Nisenan Lands.

8. CORRESPONDENCE:

9. ANNOUNCEMENTS:

10. CITY MANAGER'S REPORT: Verbal report provided.

11. ADJOURNMENT: - 10:09 PM

AYES: **MINETT, STRAWSER, FLEMING, FERNÂNDEZ**

NOES:

ABSTAIN:

ABSENT:

ATTEST:

_____
Erin Minett, Mayor

_____
Niel Locke, City Clerk

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City CA 95959
www.nevadacityca.gov

October 14, 2020

TITLE: Restoration of Parking Enforcement

RECOMMENDATION: City Council to provide staff direction as to the restoration of parking enforcement for violations that are occurring.

CONTACT: Catrina Olson, City Manager

BACKGROUND / DISCUSSION:
In order to promote economic recovery in the downtown area of the City during the impacts of the COVID-19 emergency business shut-downs, on June 1, 2020, the City Council approved Resolution No. 2020-36 temporarily suspending the imposition and collection of parking meter fees at city parking meters. The City Council directed staff to bring the matter back for their consideration at the July 22, 2020, meeting to determine whether the Resolution should be repealed or stay in place.

At the July 22, 2020 City Council meeting, the City Council passed Resolution 2020-55 repealing Resolution 2020-36 which suspended the imposition and collection of parking fees at city parking meters during the Covid-19 local emergency. During the discussion, City Council directed staff to continue with "foregoing" any parking enforcement despite the reestablishment of parking meter fee collection.

With the modified and slow reopening of Nevada City businesses, City traffic/visitors have increased. More recently, City staff has heard from merchants and visitors coming to Nevada City to shop and/or eat having difficulty finding parking. With the outdoor dining that has been permitted for restaurants in City parking spaces, it has limited the availability of downtown parking.

Staff is recommending that City Council direct staff to reestablish parking enforcement and to bring back parking attendants that were laid off in March 2020.

ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: Increased parking citation revenue.

ATTACHMENTS:
- ✓ Resolution 2020-36, a Resolution of the City Council of the City of Nevada City Suspending the Imposition and Collection of parking Fees at City parking Meters during the Covid-19 Local Emergency
- ✓ Resolution 2020-55, a Resolution of the City Council of the City of Nevada City Repealing Resolution No 2020-36 Suspending the Imposition and Collection of Parking Fees at City Parking Meters During the Covid-19 Local Emergency

RESOLUTION 2020-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEVADA CITY SUSPENDING THE IMPOSITION AND COLLECTION OF PARKING FEES AT CITY PARKING METERS DURING THE COVID-19 LOCAL EMERGENCY

WHEREAS, conditions of extreme peril to the safety of persons or property have arisen within the City of Nevada City as a result of the spread of the COVID-19 virus throughout the State of California; and

WHEREAS, the Governor of California declared a Statewide state of emergency due to the COVID-19 virus on Wednesday, March 4, 2020; and

WHEREAS, the City Council confirmed the declaration of a local emergency due to the existence or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City of Nevada City on March 11, 2020; and

WHEREAS, despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection and otherwise mitigate the effects of COVID-19 are needed; and

WHEREAS, the economic impacts of COVID-19 have been significant, and businesses are experiencing substantial losses; and

WHEREAS, the City Council desires to suspend the requirement to pay parking meter fees in the downtown area of the City during the local emergency in order to prevent any additional adverse economic impacts on individuals and downtown businesses.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that imposition and collection of City parking meter fees in the City of Nevada City is hereby suspended until the end of the local emergency due to COVID-19, or until further resolution of the City Council of the City of Nevada City.

PASSED AND ADOPTED at a regularly scheduled meeting of the City Council of Nevada City held on the 1st day of June, 2020 by the following vote:

AYES: **SENUM, MINETT, STRAWSER, MOBERG, PARKER**

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Reinette Senum, Mayor

Niel Locke, City Clerk

RESOLUTION NO. 2020-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEVADA CITY REPEALING RESOLUTION NO. 2020-36 SUSPENDING THE IMPOSITION AND COLLECTION OF PARKING FEES AT CITY PARKING METERS DURING THE COVID-19 LOCAL EMERGENCY

WHEREAS, in order to promote economic recovery in the downtown area of the City during the impacts of the COVID-19 emergency business shut-downs, on June 1, 2020, the City Council approved Resolution No. 2020-36 temporarily suspending the imposition and collection of parking meter fees at city parking meters. The City Council directed staff to bring the matter back to their consideration at this July 23, 2020, meeting to determine whether the Resolution should be repealed or stay in place; and

WHEREAS, the City Council desires to repeal Resolution No. 2020-XX in order to reinstate the normal collection of parking meter fees at the City's lots.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that Resolution No. 2020-36 temporarily suspending the imposition and collection of parking meter fees at city parking meters is hereby repealed.

PASSED AND ADOPTED at a regularly scheduled meeting of the City Council of Nevada City held on the 23st day of July, 2020 by the following vote:

AYES: **FERNANDEZ, FLEMING, MINETT, STRAWSER**

NOES:

ABSTAIN:

ABSENT:

Erin Minett

Erin Minett, Mayor

ATTEST:

Niel Locke

Niel Locke, City Clerk

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City CA 95959
www.nevadacityca.gov

October 14, 2020

TITLE: Emergency Proclamation Amendment to Extend the Relaxed Outdoor Dining Regulations Approved May 27, 2020

RECOMMENDATION: It is recommended that the City Council direct the City Manager, acting as the Director of Defense and Disaster, to amend Emergency Proclamation, a Proclamation by the Director of Defense and Disaster of the City of Nevada City, authorizing the creation of an administrative program in response to Covid-19 to temporarily relax outdoor dining regulations, signage regulations, and on-site parking requirements, and to waive related fees, to extend the outdoor dining regulations approved May 27, 2020 from 11:59 P.M. November 19, 2020 to 11:59 P.M. March 31, 2021.

On May 27, 2020 the City Council approved the following related to outdoor dining:

1. Outdoor Dining Outdoor Dining. For the purpose of allowing restaurants to request an increase in the allowable public and private space available for outdoor dining: relax outdoor dining regulations, development standards and conditions of approval, and to establish regulations which allow outdoor consumption of alcohol at restaurants where indoor consumption of alcohol was already allowed; and

2. Waive Fees. Waive the following fees until 11:59 p.m. on November 19, 2020:

   a. Use of public space for outdoor dining; and

   b. Applications for a relaxation of outdoor dining regulations.

3. Administration. Allow staff to process these adjustments administratively. This includes making temporary administrative adjustments (i.e., reduction of enforcement on existing conditions of approval) to previously approved Conditional Use Permits and other entitlement mechanisms.

CONTACT: Catrina Olson, City Manager
Crystal V. Hodgson, City Attorney

SUMMARY:
The COVID-19 pandemic has severely restricted economic activity on many fronts, negatively impacting owners and employees, and reducing City revenues through a reduction in taxable sales. With the onset of the winter months, the potential for inclimate weather and the restriction of 50% indoor dining capacity the restraraunts that are utilizing encroachment permits for outdoor dining are preparing for winter. City staff have had many inquiries as to the extension of the outdoor dining permits as these restaraunts are working towards purchasing of tents and heaters to offset the potentials for inclimate weather while continuing to offer outdoor dining. The current Emergency Proclamation only extends outdoor dining through 11:59 P.M. on November 19, 2020. Staff is recommending that the City Council authorize the

City Manager to extend the outdoor dining permits existing and any new applications through 11:59 P.M. March 31, 2021.

BACKGROUND/DISCUSSION:
Below is what was originally heard at the May 27, 2020 City Council meeting.

During Stage 1 of the Governor's Stay at Home order, restaurants were only able to offer take-out meals. While many restaurants have closed due to the decline in business, others have barely survived on the take-out basis while their indoor dining rooms remained closed for customers. The recent approval of Nevada County's plan to move into the second phase of "Stage 2," of the statewide stay at home order now allows for restaurants within the City to offer dine-in service again and some retail to offer instore shopping, subject to certain restrictions.
Outdoor Dining

There are two types of outdoor dining in Nevada City. Outdoor dining outside an establishment on private property (i.e., tables/chairs in front of the Three Forks Brewery), and outdoor dining on public property such as on a public sidewalk. Most businesses with outside dining in Nevada City do so on private property. Any restaurant utilizing public property would first need an encroachment permit with the City to use public right-of-way, mostly sidewalks, for outdoor dining purposes. All outdoor dining within the City is normally subject to either a Conditional Use Permit or Commercial Site Plan review. In order for restaurants to meet state social distancing policies, many will face a reduction in occupancy. Dine-in ability is key for many restaurants and the reduction in occupancy may not be a viable option for business success.

Not all restaurants have outdoor dining, and many only have limited space immediately adjacent to their business frontage on private property or on City-owned property (i.e., sidewalks). Therefore, it is recommended that the City allow greater flexibility in temporary outdoor dining accommodations to include greater use of sidewalk areas (where sidewalks are wide enough to provide safe pedestrian and accessibility access) as well as on-street and off-street parking areas when such areas can be made safe for dining opportunities, such as the use of parkettes on streets and utilization of parking stalls in off-street locations. Where possible, shared/common dining areas can be created on public property in the downtown area to accommodate diners from multiple restaurants and private parking areas would be encouraged to be used by adjoining businesses.

As all use of public property requires an encroachment permit, the simple encroachment permit would still need to be filled out, but no fee nor discretionary review would be required. Businesses or property owners would be asked to submit a simple site plan along with simple paperwork and proof of standard insurance. Similarly, those restaurants that have private off-street parking facilities would not be subject to the normal land use permitting applications and fees and would also be asked to submit a simple site plan and proof of standard insurance for use of private parking spaces temporarily converted to outdoor reastaurant seating. The City will work with businesses and property owners to ensure proper access is maintained on private property, public sidewalks and right-of-ways and that created areas are safe for diners. Maintenance of areas, to include refuse and cleaning, would be the responsibility of the permit holders and all applicable non-City regulations, such as restrictions on alcoholic beverages, would be in effect unless otherwise modified by State action.

Restaurants with outdoor seating are entitled to do so via a Conditional Use Permit or, in some cases an approved Commercial Site Plan. Occasionally, the entitlement for a given restaurant is a different mechanism (not a Conditional Use Permit) that was reviewed and approved by the City. The individual entitlement would include parameters and conditions of approval related to the number of indoor and/or outdoor seats allowed (if any), where alcohol may be consumed (if at all), hours of operation, and the amount of parking needed. One of the staff recommendations would authorize the City Manager or designee to make administrative adjustments to Conditional Use Permits and other approval mechanisms that result in adjustments to outdoor dining regulations, on-site parking requirements, development standards and conditions of approval related to outdoor dining and alcohol consumption at local businesses. The term of the temporary relaxation of the signage and outdoor dining regulations would commence immediately upon your approval of the emergency declaration. The term would end at 11:59 p.m. on November 19, 2020 unless otherwise extended. A report on the temporary program, to include locations of outdoor dining locations allowed under the program, will be presented to Council no later than September 2020.

Temporary Signage Flexibility

Exterior signage is generally authorized after design review by the Planning Commission or staff depending on the zoning. A-frame signage is expressly prohibited in the Histroic District. The proposed temporary relaxation of signage restrictions would allow businesses to erect temporary signage within the stated parameters without need of a permit or review process, including allowing A-frame signage within the Historic District for the duration of the emergency declaration.

ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: Nominal expenditures related to staff review of modified outdoor dining and encroachment permits and working with participating businesses on safely installing tents and heaters. Unknown revenue gain from sales tax from restaurants able to serve more customers than under indoor-only occupancy standards.

ATTACHMENT:

- ✓ A Proclamation by the Director of Defense and Disaster of the City of Nevada City, Amending the Administrative Program in Response to Covid-19 to Extend the Temporary Relax Outdoor Dining Regulations Approved May 27, 2020

EMERGENCY PROCLAMATION

A PROCLAMATION BY THE DIRECTOR OF DEFENSE AND DISASTER OF THE CITY OF NEVADA CITY, AMENDING THE ADMINISTRATIVE PROGRAM IN RESPONSE TO COVID-19 TO EXTEND THE TEMPORARY RELAX OUTDOOR DINING REGULATIONS APPROVED MAY 27, 2020

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO has elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020 the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, on May 27, 2020 the City Council of the City of Nevada City approved an Emergency Proclamation by the Director of Defense and Disaster of the City of Nevada City, authorizing the creation of an administrative program in response to covid-19 to temporarily relax outdoor dining regulations, signage regulations, and on-site parking requirements, and to waive related fees; and

WHEREAS, the City Council proclaimed the following regarding outdoor dining:
The City Manager, acting as Director of the Defense and Disaster, that the City of Nevada City's City Manager prepare and administer a program to assist local restaurants to operate within the second stage of the state's "Phase 2" operation. The program shall be operative through 11:59 p.m. on November 19, 2020 unless extended or prematurely terminated and shall generally conform to the following:

1. *Outdoor Dining*. For the purpose of allowing restaurants to request an increase in the allowable public and private space available for outdoor dining: relax outdoor dining regulations, development standards and conditions of approval, and to establish regulations which allow outdoor consumption of alcohol at restaurants where indoor consumption of alcohol was already allowed; and
2. *Waive Fees*. Waive fees relating to the following until 11:59 p.m. on November 19, 2020:
    a. Use of public space for outdoor dining; and
    b. Applications for a relaxation of outdoor dining regulations.
3. *Parking*. Allow a reduction in mandatory on-site parking on private property for increased outdoor dining space with a property owner's permission; and
4. *Signage*. During the pendency of the local emergency or until repealed sooner, each restaurant and retail establishment shall be permitted one temporary sign not to exceed 12

square feet, and in such a manner that signage does not impede accessible pedestrian access along the sidewalk or into the business.

5. *Administration*. Establish a means to process these adjustments administratively. This includes making temporary administrative adjustments (i.e., reduction of enforcement on existing conditions of approval) to previously approved Conditional Use Permits and other entitlement mechanisms.

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED by the City Manager, acting as Director of the Defense and Disaster, that the City of Nevada City's City Manager extend outdoor dining through 11:59 P.M. March 31, 2021 with all other approved stipulations in the previous Proclamation remaining in place.

PROCLAIMED this 14th day of October 2020.

_____
Catrina Olson, City Manager
and Director of Defense and Disaster

_____
Crystal V. Hodgson, City Attorney

ATTEST:

_____
Gabrielle Christakes, Deputy City Clerk

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

October 14, 2020

TITLE: An Ordinance of the City of Nevada City Amending Sections 16.04.370 16.04.480 of the Nevada City Municipal Code to Update the City's Subdivision Ordinance Pertaining to Term Limits of Tentative Maps in Compliance with the State Subdivision Map Act

RECOMMENDATION:

1. Pass Resolution 2020-XX, approving a Notice of Exemption Related to adoption of Ordinance 2020-XX updating the City's Municipal Code pertaining to term limits of tentative maps.

2. Waive Reading of Ordinance, read title only and introduce for first reading: Ordinance 2020-XX, an Ordinance of the City of Nevada City amending sections 16.04.370 and 16.04.480 of the Nevada City Municipal Code to update the City's Subdivision Ordinance pertaining to term limits of tentative maps in compliance with the state Subdivision Map Act.

CONTACT: Amy Wolfson, City Planner
Crystal Hodgson, City Attorney

BACKGROUND / DISCUSSION:

The City Attorney and City Planner recently became aware that the City's current tentative map time limits are inconsistent with the minimum requirement of the Subdivision Map Act (California Government Code Sections 66410-66499). The City's code provides a term of eighteen months and the Subdivision Map Act requires that the term be at lease twenty-four months, with the option for local agencies to adopt up to a thirty-six month term limit.

TENTATIVE MAP TERM LIMITS ORDINANCE:

The draft Ordinance amends the term limits from eighteen months to twenty-four months. No other language was amended. Staff initially opted to draft the Ordinance with the thirty-six month only because it has proven difficult for developers to meet the shorter time-frame. However, at their September 17 regular meeting, the Planning Commission, recommended that the term limits only go to twenty-four months. The attached draft ordinance has been amended with that recommendation.
The changes in the ordinance language are shown below, bolded and italicized:

16.04.370 - Time limit for recordation (Final Maps)

Within ***twenty-four (24) months*** of the date of approval or conditional approval of the tentative map, the subdivider may cause the proposed subdivision, or any part thereof, to be surveyed, and a final map to be

prepared and recorded, in accordance with the provisions of this article and the Subdivision Map Act.

16.04.480 - Time limit for recordation (Parcel Maps)

Within ***twenty-four (24) months*** of the date of approval or conditional approval of the tentative map, the subdivider may cause a parcel map to be prepared and recorded, in accordance with the provisions of this article and the Subdivision Map Act.

ENVIRONMENTAL IMPACT: The Planning Commission recommended that the project be found exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15061 because CEQA only applies to projects which have the potential to have a significant impact on the environment and because the environmental impact of each individual project will be analyzed at the time of project action.

FISCAL IMPACT: None.

ATTACHMENTS:

- ✓ Resolution 2020-XX, a Resolution of the City Council of the City of Nevada City, State of California Approving A Notice Of Exemption Related to Adoption of Ordinance 2020-XX Updating the City's Municipal Code Pertaining to Tentative Map Term Limits
- ✓ Ordinance 2020-XX, an Ordinance of the City of Nevada City Amending Sections 16.04.370 and 16.04.480 of the Nevada City Municipal Code in Order to Update the City's Subdivision Ordinance Pertaining to Term Limits of Tentative Maps in Compliance with the State Subdivision Map Act

RESOLUTION 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEVADA CITY, STATE OF CALIFORNIA, APPROVING A NOTICE OF EXEMPTION

(AN ORDINANCE OF THE CITY OF NEVADA CITY AMENDING SECTIONS 16.04.370 AND 16.04.480 OF THE NEVADA CITY MUNICIPAL CODE IN ORDER TO UPDATE THE CITY'S SUBDIVISION ORDINANCE PERTAINING TO TERM LIMITS OF TENTATIVE MAPS IN COMPLIANCE WITH THE STATE SUBDIVISION MAP ACT)

WHEREAS, the City Council of the City of Nevada City has reviewed the Ordinance Amending SECTIONS 16.04.370 and 16.04.480 of the Nevada City Municipal Code Entitled "AN ORDINANCE OF THE CITY OF NEVADA CITY AMENDING SECTIONS 16.04.370 AND 16.04.480 OF THE NEVADA CITY MUNICIPAL CODE IN ORDER TO UPDATE THE CITY'S SUBDIVISION ORDINANCE PERTAINING TO TERM LIMITS OF TENTATIVE MAPS IN COMPLIANCE WITH THE STATE SUBDIVISION MAP ACT" ("Project") and determined that it is exempt from review under the California Environmental Quality Act pursuant to Title 14, Chapter 3, California Code of Regulations:

The subject Ordinance is categorically exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15061 because CEQA only applies to projects which have the potential to have a significant impact on the environment and because the environmental impact of each individual project will be analyzed at the time of project action; and

WHEREAS the Ordinance will regulates term limits of tentative maps approved by the City of Nevada City in a manner that is consistent with the California Subdivision Map Act; and

WHEREAS, a Notice of Exemption has been prepared for the Project.

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

Section 1. Based on the review and determination of the City Council, the City Council of the City of Nevada City finds that the Project is exempt from review under the California Environmental Quality Act.

Section 2. The Notice of Exemption attached hereto as Exhibit 1 is recommended for approval for the Project.

Section 3. Upon approval of the Project by the City Council, the City Clerk may file the Notice of Exemption with the County Clerk of Nevada County and, if the Project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of Section 21152(b) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada City at a public meeting held on the _____ of _____, 2020.

_____
Erin Minett, Mayor

ATTEST:

By: _____
NIEL LOCKE, CITY CLERK

NOTICE OF EXEMPTION

TO: ☐ **Office of Planning and Research**
1400 Tenth Street
Sacramento, CA 95814

☐ **Nevada County Clerk/Recorder's Office**
Environmental Filings
Eric W. Rood Administrative Center
950 Maidu Avenue, Nevada City CA 95959

FROM: City of Nevada City
317 Broad Street
Nevada City, CA 95959

Project Title: AN ORDINANCE OF THE CITY OF NEVADA CITY AMENDING SECTIONS 16.04.370 AND SECTION 16.04.480 IN ORDER TO UPDATE THE CITY'S SUBDIVISION ORDINANCE PERTAINING TO TERM LIMITS OF TENTATIVE MAPS IN COMPLIANCE WITH THE STATE SUBDIVISION MAP ACT

Project Address: 317 Broad Street, Nevada City, California 95959

Project Location – City: City of Nevada City

Project Location – County: Nevada

Project Description: The ordinance amends Sections 16.04.370 and 16.04.480 of the Nevada City Municipal Code to update tentative map term limits to be consistent with minimum standards of the California Subdivision Map Act of twenty-four months.

Name of Public Agency Approving Project: City of Nevada City

Name of Person or Agency Carrying Out Project: City of Nevada City

Exempt Status: (Check One)

_____ Ministerial (Section 21080(b)(1); 15268);

_____ Declared Emergency (Section 21080(b)(3); 15269(a));

_____ Emergency Project (Section 21080(b)(4); 15269(b)(c));

__x__ "Common Sense" Exception (Section 15061(b)(3))

_____ Categorical Exemption. Type and section numbers: *15301*

_____ Statutory Exemptions. State code number:

Reasons why project is exempt: The subject Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15061 because CEQA only applies to projects which have the potential to have a significant impact on the environment and because the environmental impact of each individual project will be analyzed at the time of project action.

Lead Agency Contact Person: Amy Wolfson, City Planner **Number:** 530-265-2496x130

Signature & Title: _____ **Date:** _____

☐ **Signed by Lead Agency** ☐ **Signed by Applicant** **Date received for filing:** _____

ORDINANCE NO. 2020-XX

AN ORDINANCE OF THE CITY OF NEVADA CITY AMENDING SECTIONS 16.04.370 AND 16.04.480 OF THE NEVADA CITY MUNICIPAL CODE IN ORDER TO UPDATE THE CITY'S SUBDIVISION ORDINANCE PERTAINING TO TERM LIMITS OF TENTATIVE MAPS IN COMPLIANCE WITH THE STATE SUBDIVISION MAP ACT

WHEREAS, the City of Nevada City, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the Subdivision Map Act is outlined in California Government Code Sections 66410-66499; and

WHEREAS, Section 66452.6 of the Subdivision Map Act which regulates terms of tentative map approvals requires that an approved or conditionally approved tentative map shall expire 24 months after its approval; and

WHEREAS, Section 66452.6 of the Subdivision Map Act further allows local jurisdictions to prescribe by local ordinance an additional 12 months; and

WHEREAS, the current City Ordinance sets the term of both a tentative parcel map and a tentative final map at 18 months, and is therefore out of compliance with State legislation; and

WHEREAS, on September 17, 2020, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning the proposed ordinance; and

WHEREAS, the City Council held a duly-noticed public hearing for a first reading on _____, and a second reading on _____and considered the staff report, recommendations by staff, recommendations by the Planning Commission, and public testimony concerning the proposed ordinance.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF NEVADA CITY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 16.04.370 is hereby amended to read as follows:

"16.04.370 - Time limit for recordation

Within Twenty-four (24) months of the date of approval or conditional approval of the tentative map, the subdivider may cause the proposed subdivision, or any part thereof, to be surveyed, and a final map to be prepared and recorded, in accordance with the provisions of this article and the Subdivision Map Act."

SECTION 2. Section 16.04.480 is hereby amended to read as follows:

"16.04.480 - Time limit for recordation.

Within twenty-four (24) months of the date of approval or conditional approval of the tentative map, the subdivider may cause a parcel map to be prepared and recorded, in accordance with the provisions of this article and the Subdivision Map Act."

SECTION 3. CEQA. This Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15061 because CEQA only applies to projects which have the potential to have a significant impact on the environment and because the environmental impact of each individual project will be analyzed at the time that the project is submitted. There are no impacts of this ordinance which have the potential to cumulatively cause a significant effect on the environment because the city is so small, and it is not anticipated that there will be enough facilities to cause such an impact.

SECTION 4. Effective Date. This ordinance shall become effective on the 31st day after adoption.

SECTION 5. Severability. If any portion of this ordinance is found to be unenforceable, each such provision shall be severed, and all remaining portions of this ordinance shall be enforced to the maximum extent legally permissible.

SECTION 6. Certification. The City Clerk shall certify to the passage and adoption of this ordinance as required by law.

PASSED, APPROVED AND ADOPTED this ___th day of _____2020 by the following vote:

AYES:

NOES:

ABSENT:

_____
Erin Minett, Mayor

ATTEST:

_____
Niel Locke, City Clerk

APPROVED AS TO FORM

_____
Crystal V. Hodgson, City Attorney

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

October 14, 2020

TITLE: An Ordinance of the City of Nevada City Repealing and Reenacting Chapter 13.08 of the Nevada City Municipal Code Regulating the City's Sewer System

RECOMMENDATION: After holding a public hearing, approve for introduction and first reading of Ordinance by title only, waiving further reading of the entire Ordinance, adopt Ordinance 2020-XX to repeal and reenact a revised and corrected Chapter 13.08 of the Nevada City Municipal Code Regulating the City's Sewer System.

CONTACT: Bryan McAlister, City Engineer
Crystal Hodgson, Consulting City Attorney

BACKGROUND / DISCUSSION:
Nevada City Wastewater Treatment Plant operates in compliance with a California Regional Water Quality Control Board permit which includes waste discharge effluent limitations and self-monitoring provisions. This permit is renewed every five years as required by U.S. Environmental Protection Agency (U.S. EPA) and the California Regional Water Quality Control Board, Central Valley Region for wastewater treatment and discharge. The permit currently in effect is ORDER R5-2017-0060 NPDES NO. CA0079901.

Chapter 13.08 of the Nevada City Municipal Code regulating the City's Sewer System is proposed to be repealed and reenacted to comply with current requirements for the above referenced permit. This includes sections of the ordinance pertaining to connections and connection charges that were inadvertently omitted by Ordinance 2020-11. Requirement for back-flow prevention devices, previously established by Resolution No. 2005-12, is also being added to the Municipal Code as Section 13.08.086.

ENVIRONMENTAL IMPACT: None

FISCAL IMPACT: None.

ATTACHMENTS:

- ✓ Ordinance No. 2020-xx, an Ordinance of the City of Nevada City Repealing and Reenacting Chapter 13.08 of the Nevada City Municipal Code Regulating the City's Sewer System

ORDINANCE NO. 2020-xx

AN ORDINANCE OF THE CITY OF NEVADA CITY REPEALING AND REENACTING CHAPTER 13.08 OF THE NEVADA CITY MUNICIPAL CODE REGULATING THE CITY'S SEWER SYSTEM

WHEREAS, Chapter 13.08 "Sewer System" of the City Municipal Code regulates discharges into the city sewer system, requires a discharge permit and/or requires pretreatment of certain waste products before they may be discharged into the City's sewer system; and

WHEREAS, the City Council desires to update Chapter 13.08 to provide new and updated regulations to protect the City's sewer system and to maximize the City's ability to safely and efficiently maintain the system at the lowest costs possible for residents.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Nevada City as follows:

SECTION I: Chapter 13.08 Repealed and Reenacted.

Nevada City Municipal Code Chapter 13.08, entitled "Sewer System" shall be repealed in its entirely and reenacted to read as follows:

"CHAPTER 13.08 SEWER SYSTEM

13.08.010 - Definitions.

The following terms, as used in this chapter, shall have the following respective meanings:

"Applicant" or "person" means any person, partnership, corporation, club, association, public corporation, political subdivision, county, the state, the United States of America or any department or agency thereof.

"Building sewer" means that part of the sanitary sewer system which receives discharge from soil and waste pipes in a building and conveys it to the junction with the service sewer at the property line or sewer easement line.

"BOD" means biological oxygen demand, indicating the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five consecutive days at twenty (20) degrees centigrade.

"City" means the City of Nevada City.

"City council" means the City council of the City of Nevada City.

"Combined sewer" means a sewer that services the purpose of both a sanitary sewer and a storm sewer.

"Connection" means the physical hookup from a parcel of land to a sewer line regardless of the number of units or use on that parcel of land.

"Connection fee" is a previously used term for "sewer impact fee," used to determine the fair share costs to finance planning, design, construction inspection, administrative, debt service, debt covenant and other related costs for wastewater conveyance, treatment and disposal facilities for sewerage system expansion.

"Department of public works" means the department of public works of the City of Nevada City.

"Equivalent dwelling unit (EDU)" is a term used to characterize the average wastewater discharge from a single-family dwelling (SFD). For purposes of calculating sewerage system design parameters and comparing wastewater discharge from sewer service users other than Single Family Dwellings, one EDU equals a domestic wastewater volume of two hundred (200) gallons per day (GPD) and one hundred eighty milligrams per liter (180 mg/l) maximum each, BOD and TSS, per day at average dry weather flow rates. One EDU is further considered to generate domestic wastewater, carrying a minimal to moderate load of non-hazardous contaminants such as common household cleaning and maintenance products.

“FOG” means Fats, Oils and Grease including any substance such as a vegetable or animal product that is used in, or is a byproduct of, the cooking or food preparation process, and that turns or may turn viscous or solidifies with a change in temperature or other conditions.

"Industrial user" means any user which meets one or more of the following criteria:

1. Any discharge of five thousand (5,000) gallons or more of wastewater per day (excluding the domestic portion of the discharge) or more than 7.5 pounds of biochemical oxygen demand (BOD) or total suspended solids (TSS) per day (five thousand gallons at 180 mg/l);
2. Discharges wastewater to a Publicly Owned Treatment Works (POTW), which contains hazardous materials in sufficient quantity either singly or by interaction with other wastes, to constitute a potential hazard to humans or animals, to potentially cause interference or create a public nuisance or create any hazard in or have an adverse effect on the waters receiving any discharge from the POTW;
3. Discharges wastewater to a Publicly Owned Treatment Works (POTW), which contains any concentrations of Metals, Nitrite, Nitrate, Ammonia or Organic Nitrogen of any form or combination thereof that requires additional treatment at the POTW.
4. Is subject to EPA categorical pretreatment standards or any pretreatment standards set by the state;
5. Is required to obtain an industrial wastewater discharge permit pursuant to this chapter.

"Industrial waste" means the waterborne waste and wastewater from any industrial user.

"Sewage" means the wastewater derived from the human habitation and use of buildings for residential, institutional or commercial purposes, excluding storm waters and industrial waste.

"Sewer lateral line" means a sewer line with no more than three (3) authorized connections before connecting with a sewer main line.

"Sewer main line" means a sewer line with four (4) or more authorized connections.

"TSS" means total suspended solids, defined as solids that either float on the surface of or are in suspension in, wastewater and which are largely removable by standard laboratory filtration procedures.

"Waste" means and includes sewage and any and all other waste substances, liquid, solid, gaseous or radioactive, associated with human habitation or of human or animal origin or from any commercial, producing, manufacturing or processing operation of whatever nature.

"Wastewater" means all wastes and waters considered for and/or discharged to and carried by the City sewerage system.

13.08.020 - Application for service.

A. No person shall use the city sewer system without first applying to use the system.

B. Only the owner of real property may apply to use the system and the owner shall be liable to pay monthly sewer use charges until the service has been discontinued. The owner of real property may authorize the city to send the bill for the sewer use directly to his or her tenant but the owner shall remain liable for the payment of the monthly sewer use charges and the decision as to whether to discontinue sewer service shall be solely that of the owner of real property. This procedure shall apply only to new applications for sewer service. Sewer service already in existence shall be handled under the same procedure as in the past; however, once existing service is discontinued and a new user desires sewer service the procedure adopted by this section shall be followed.

13.08.030 - Application for connection.

Any person desiring a service connection to the city sewer system shall file with the department of public works a written application therefor, signed by the applicant, setting forth the name and address of the applicant, a description of the property to be served by such connection, and such other information as the department may require.

13.08.040 - Connection charges.

A. Upon the filing of such application, the superintendent of public works shall estimate the cost to the city of making such connection, which cost shall include the cost of installing a service pipe from the main to the property line of the property to be served; and such estimated cost, together with an additional connection fee as hereinafter provided, shall be paid by the applicant to the city prior to the commencement of any work. If the actual cost of the service connection shall be found to exceed the estimated cost, the excess shall be paid by the applicant to the city upon demand, and if the actual cost of such connection shall be less than the estimated cost, the difference shall be refunded to the applicant.

B. The additional connection fee shall be such an amount as will constitute a reasonable reimbursement to the city of the proportionate capital cost of the sewer collection and treatment facilities not paid by property taxes, and shall be in accordance with a fee schedule adopted by ordinance.

13.08.050 - Sewer main extension—Installation.

A. When application is filed for a service connection where there is no sewer main adjacent to the applicant's property, and no immediate provision has been made by the city for the extension of any existing main to such property, the superintendent of public works shall cause to be prepared a map showing all lots or parcels of land to be served by such extension, the owners of all such properties, the size of the main extension to be installed, and the estimated cost of such extension. The application, together with the map, shall then be submitted to the city council for its approval, and if approved by the council, the estimated cost of such main extension shall be paid by the applicant to the city prior to the commencement of any work. If the actual cost of the main extension shall be found to exceed the amount so paid, the excess shall be paid by the applicant to the city upon demand, and if the actual cost of such extension shall be less than the amount so paid, the difference shall be refunded to the applicant. The charge mentioned in this section shall be in addition to the cost of the service connection and the fee therefor as provided in Section 13.08.040 of this chapter. Two or more persons may join in making any application for a sewer main extension.

B. All such main extensions shall be of such size as will properly serve all of the properties shown on the map, as well as any additional properties within the city which may in the future be served by the further extension of such main. The applicant shall bear the entire cost of such extension, and the applicant will be reimbursed for such expenditure by other property owners who later hook up to the extension. The amount and method of such reimbursement shall be determined by the city engineer and approved by the city council.

13.08.060 - Sewer main extension—Payment—Refunds.

A. Where the owner of any lot or parcel of land to be served by a main extension, as shown on the map referred to in Section 13.08.050 of this chapter, fails to join in the application for such extension, no service connection between such property and such extended main shall be made unless the person applying for such service shall pay to the city that portion of the total cost of such main extension as the square footage of such applicant's property bears to the total square footage of all such lots and parcels; and such charge shall be in addition to the cost of the service connection and the fee therefor as provided in Section 13.08.050 of this chapter.

B. All moneys paid to the city for such proportionate costs of the main extension shall be deposited in a sewer main extension fund, which fund shall be maintained for a

period of ten years following the date of completion of the extension, and all the moneys so received during such period shall be refunded to the person or persons who paid for such extension or to their successors or assigns. After the expiration of such ten-year period, any amount remaining in the fund, or any costs subsequently received, shall be and become the sole property of the city.

C. The provisions of this section shall not apply to any main, extended pursuant to Section 13.08.050 of this chapter, which is less than six inches in diameter.

13.08.070 - Monthly user charges.

A. The city council shall, by resolution, establish monthly user charges to be charged for sewer services, or the method by which the user charges shall be fixed, and formulate such rules and regulations for guidance in fixing such charges as the council may deem necessary.

B. All charges for sewer service shall be billed and payable bimonthly, in advance, with the flow charge portion of the user charge recalculated each year based upon the metered flows for the preceding January and February for users with water meters and upon a reasonable estimation of water flows for those months for City facilities and any other users not yet metered when the charges are, pending installation of such meters, with adjustments for inflation.

13.08.080 - Monthly user charges—Delinquency.

All unpaid monthly sewer use charges shall be a charge upon the real property served by the sewer connection for which the monthly sewer use charge is unpaid and shall constitute a lien upon the real property. The lien created hereby shall be recorded with the county recorder. The lien shall continue until the charge and all penalties thereon are fully paid or the property sold therefor.

13.08.085 - Responsibility for maintenance and repair of sewer lines.

All expenses with respect to sewer lateral lines, including without limitation, installation, maintenance and repair, shall be borne by and be the obligation of the landowners of properties with connections to that sewer lateral line. The City is responsible only for sewer main lines, not for sewer lateral lines.

13.08.086 – Requirement for back-flow prevention devices

A. Installation of a back-flow prevention device (also known as a backwater valve), to prevent sewage from the sewer main line backing up into the private sewer service lines due to cleaning or plugs in the sewer main, is required for all properties as follows:

1. As a condition of issuing any building permit, the person requesting the permit must install a back-flow prevention device on the sewer service line to the property that will be benefitted by the building permit.
2. Upon the transfer of any parcel of real property within the City Limits of the City of Nevada City, a back-flow prevention device must be installed on the sewer service line to that property prior to close of escrow or transfer of the property.
3. After July 1, 2005, the owner of every parcel of real, improved property within the City limits of the City of Nevada City shall be held responsible for any damages caused by the absence of a back-flow prevention device on the sewer service line to the property.
4. The back-flow prevention device can be of any type approved by the Uniform Plumbing Code and shall be installed so as to be readily observable.

13.08.090 - Prohibited discharges.

A. No person shall discharge or cause to be discharged any rainwater, stormwater, groundwater, street drainage, subsurface drainage, yard drainage or other sources of inflow including cooling water or unpolluted industrial process water, into any sewer facility which is directly or indirectly connected to the sewage facilities of the City. Stormwater and all other unpolluted water shall be discharged to such pipelines as are specifically designated as storm drains, or to a natural outlet approved by the City manager.

B. Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters to any public sewer:

1. Any liquid or vapor having a temperature higher than one hundred forty (140) degrees Fahrenheit;
2. Any waste or water which contains more than one hundred (100) milligrams per liter of fat, oil or grease;
3. Any water or waste having a pH lower than 6.0 or higher than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the sewage works;
4. Any waste or water which contains a concentration of more than one hundred eighty milligrams per liter (180 mg/l) maximum each, BOD and TSS, unless otherwise authorized with an industrial wastewater discharge permit;
5. Any water or waste containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create a hazard in the receiving waters of the City's Publicly Owned Treatment Works (POTW) (sewage treatment plant);
6. Any water or waste containing radioactive material in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create a hazard in the receiving waters of the sewage treatment plant;
7. Any water or waste containing synthetic detergents in sufficient quantity to injure or interfere with any sewage treatment process or create problems in the receiving water of the sewage treatment plant;

8. Any water or waste containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant;

9. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas;

10. Any garbage that has not been properly shredded for the purpose of this chapter. This means that it has been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in the public sewers, with no particle greater than one-half (½) inch in any dimension;

11. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewerage system;

12. Any noxious or malodorous gas or substance capable of creating a public nuisance.

13. Materials which exert or cause:

    a. Unusual concentrations of inert suspended solids (such as, but not limited to, fuller's earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate);

    b. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);

    c. Unusual BOD, chemical oxygen demand or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works; and

    d. Unusual volumes of flow or concentrations of wastes constituting slugs.

14. Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over the discharge to the receiving waters.

C. If waters or wastes are discharged or are proposed to be discharged to the public sewers contain the substances or possess the characteristics enumerated in subsection B of this section and which, in the judgment of the City, may have a deleterious effect upon the sewage works, processes, equipment or receiving waters or which otherwise create a hazard to life or constitute a public nuisance, the City may:

    1) Reject the wastes;

    2) Require pretreatment to an acceptable condition for discharge to the public sewers;

    3) Require control over the quantities and rates of discharge;

    4) Require sampling of discharge at owners expense and/or

    5) Require payment to cover the added costs of handling and treating the wastes not covered by sewer charges under the provisions of this section.

13.08.095 - Industrial wastewater permit requirements.

A. Any user whose facility may generate wastewater meeting the standards for an "industrial user" set forth in Section 13.08.010 of this chapter must apply for an industrial wastewater permit prior to connection to the City sewer system and pay the industrial wastewater fee set forth in Section 13.08.096 of this Chapter.

B. An industrial wastewater discharge permit shall be approved by the City manager if he or she finds that the application satisfies all of the following:

    1. The applicant has submitted a letter of authorization from the Nevada County Department of Environmental Health;

    2. The applicant has submitted satisfactory proof of compliance (e.g., laboratory analysis or report) to show that the wastewater discharge will meet the requirements, limitations and conditions contained in the current City wastewater discharge permit issued by California Regional Water Quality Control Board;

    3. The application and the quality, quantity and condition of the proposed discharge have been approved by the director of public works and the engineer as satisfying the provisions of this chapter, applicable federal and state laws, the City wastewater discharge permit and other City policies and regulations concerning sewer service; and

    4. The City's Publicly Owned Treatment Works (POTW) has available, unallocated capacity to accommodate the proposed discharge.

C. Wastewater discharged to the sanitary sewer must be metered with a flow totalizer with sampling of BOD, pH, TSS. Sampling shall be conducted by the industrial user at users expense at sampling frequency of two times per month during the first six months of business use; and every 6 months thereafter; and as required for compliance sampling.

D. As part of issuance of any industrial wastewater permit, the City may require installation of inspection ports, additional cleanouts and other facilities as the engineer may require to handle or pre-treat the wastewater flow.

E. Industrial users' facilities and flows shall be subject to periodic inspection by the City and testing of wastewater constituents. As a condition of grant of a permit, the industrial user shall agree to such conditions, including the right to make surprise inspections and testing at any time.

F. The conditions imposed by this Chapter on industrial users shall be in addition to all of the other requirements of this chapter applicable generally to all users.

13.08.096 - Industrial wastewater fees.

A. In addition to the other fees and charges required by this chapter, industrial wastewater disposal permit applicants and permittees shall pay the following fees to the City:

B. An application processing fee in an amount set by resolution of the City Council, due at time of submitting application for industrial wastewater discharge permit together

with any additional amounts required by the City engineer for testing and other City costs.

C. Industrial wastewater disposal user fees will be calculated by the City engineer based on either (1) the number of equivalent dwelling units (EDUs) represented by the discharge, or (2) other calculations based on the discharger's share of actual operating costs of the City's sewer and wastewater treatment plant as determined by the City engineer. Fees are due and payable bi-monthly, with a minimum fee of five hundred dollars ($500.00) bi-monthly.

D. Reimbursement of the costs of any testing undertaken by the City of the industrial wastewater generated by the industrial user as authorized by this Chapter.

13.08.097 - Pretreatment.

A. If the City permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the City and subject to the requirements of all applicable codes ordinances and laws.

B. Grease, oil, grit and sand interceptors, traps and similar systems shall be provided as set forth in Section 13.08.100.

C. Discharge of water or waste from the pretreatment facility to the City's Publicly Owned Treatment Works (POTW) shall not include prohibited discharges as set forth in Section 13.08.090.

D. Where preliminary treatment or rate-of-flow controller facilities are provided for any water or waste, they shall be maintained continuously, in satisfactory and effective operation, by the owner at his or her expense.

E. When required by the City, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole, together with such necessary meters and other appurtenances in the building sewer to facilitate the observation, sampling and measurement of wastes. Such manhole, when required, shall be accessibly and safely located and shall be constructed in accordance with plans approved by the City. The manhole shall be installed by the owner, at his or her expense and shall be maintained by him or her to be safe and accessible at all times.

F. All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association and shall be determined at the control manhole provided or upon suitable samples taken at such control manhole. In the event no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out in the customarily accepted methods to reflect the effect of constituents upon the sewer works and to determine the existence of hazards to life, limb and property.

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13.08.100 – Fats, Oils and Grease (FOG) Interceptors.

A. All food service establishments ("FSE's") and all nonresidential sewer users shall be required to install and maintain a fat, oil, grease, grit and sand interceptor, trap or similar system (collectively a "FOG System") when the City manager or his/her designee finds that a FOG System is necessary for the proper collection, handling and disposal of (i) fats, oil or grease, (ii) flammable substances, (iii) grit, sand or dirt or (iv) other harmful constituents (collectively, "FOG") and will prevent or minimize the discharge of FOG into the City's sewer system. A FOG System shall be installed when the wastewater flow from an FSE or any nonresidential user is anticipated to contain FOG in amounts or concentrations which the City determines, in its discretion, present the possibility of causing or contributing to the fouling of, blockage of or other damage to the City's sewer system.

B. All FSEs connected to the City's sewer system that use grease traps prior to the effective date of this Chapter shall upgrade to grease interceptors if after an inspection the City determines that the FSE is not complying with the City's operation, repair and maintenance requirements or if the City determines, in the City's discretion, that a grease trap alone is or is likely to be ineffective at preventing the discharge of FOG into the City's sewer system.

C. The type of FOG System to be installed shall be at the discretion of the City. Installation, maintenance and repair of the FOG System shall be the responsibility of (1) the owner of the property upon which the FOG System is installed, and (2) the person/entity that applies for connection to or use of the City's sewer system, and (3) the person/entity connecting to or using the City's sewer system, even if the property is leased, rented or otherwise occupied by a person or entity that is not the property owner. It shall be the responsibility of the owner of the property upon which a FOG System is installed to assure compliance by tenants or occupants of such property with the requirements of this Chapter. The City shall establish a FOG System permitting process.

D. Criteria for Determining Need for Installation or Upgrading of a FOG System. The City shall determine whether a FOG System is required to be installed or upgraded on a case-by-case basis based on an evaluation of objective criteria including, but not limited to, the following factors:

1. The type of facility (for example: a restaurant, bakery, ice cream shop, gas station, etc.);

2. The volume of the user's business or operation (such as number of meals served, number of seats, hours of operation);

3. Size and nature of facilities (including kitchen facilities) based on size, type, number of fixtures, and type of processing or cooking equipment used;

4. The type of service provided or operation undertaken (such as dine-in meal service versus carry-out meal service);

5. The type of foods or other materials used in the cooking, processing, or manufacturing operations carried on within the user's facility;

6. The overall potential for FOG-laden discharges;

7. The existence of devices, procedures, or processes which are designed to minimize the amount of FOG from entering the sewer system;

8. FOG-laden discharges from exhaust hood systems (vents, filters); and

9. Such other factors as the City may establish by resolution from time to time.

E. The design, size, location and procedures for operating a FOG System shall be approved by the City and shall meet at least the minimum requirements of the latest edition of the Uniform Plumbing Code and this Chapter, as well as satisfying all requirements established by the City engineer. The minimum interceptor size shall be determined by the City engineer, shall have a retention time of not less than fifteen (15) minutes and shall be located to be easily accessible for cleaning and inspection.

13.08.101 – Inspections of Fats, Oils and Grease (FOG) Interceptors.

A. Initial Inspection of Food Service Establishments. The City shall make a diligent effort to conduct FOG compliance inspections of all existing FSEs in its jurisdiction within ninety (90) days of the effective date of this Chapter using the criteria in Subsection 13.08.100 (D). If after making such inspection the City determines that a FOG System needs to be installed or upgraded on the inspected property, the City shall require the installation of an appropriate new or upgraded FOG System. The new or upgraded FOG System shall be installed to the City's satisfaction within a reasonable time, not to exceed ninety (90) days or such additional time as the City in its discretion may approve in writing upon a showing of good cause.

B. New FSE's and Commercial and Industrial Users. Prior to issuance of a building permit or other entitlement, all new FSE's and other new nonresidential users of the City's sewer system shall be evaluated to ascertain whether they warrant installation of a FOG System. If the City in its discretion determines that a FSE or other nonresidential user of the City's sewer system warrants installation of a FOG System, the FOG System shall be installed and must pass inspection prior to issuance of a certificate of occupancy.

C. Other Inspections. The City may inspect any FSE or nonresidential user of the City's sewer system and require the installation or upgrade of a FOG System at anytime. If the City in its discretion determines that a FOG System should be installed or upgraded, the responsible parties shall complete the installation within such time as the City shall allow which shall in no case exceed ninety (90) days except upon the written consent of the City for good cause shown.

13.08.102 – Maintenance of Fats, Oils and Grease (FOG) Interceptors.

A. All FOG Systems shall be operated, maintained, repaired in continuous and good working order at all times. Generally, the minimum cleaning frequency of any outdoor grease interceptor shall be once every six months, or as otherwise directed by the City, or whenever the combined layer of settled solids and the layer of floating solids in the interceptor reaches twenty-five (25) percent of the depth of the interceptor, whichever occurs earlier. Grease traps may require

more frequent maintenance to stay below the twenty-five (25) percent limit. Decanting or discharging removed waste back into a FOG System for the purpose of reducing the volume to be hauled shall be prohibited. The use of chemicals, enzymes, grease solvents or emulsifiers to temporarily dissolve FOG in lieu of physical cleaning is not acceptable interceptor or trap maintenance and is prohibited. The use of biological additives as a supplement to FOG System maintenance, including the addition of micro-organisms, may be authorized in writing by the City prior to the use of such additives.

B. Maintenance records indicating date and type of service, volume pumped, name of waste hauler and waste disposal location for each pumping of a FOG System shall be kept for by the property owner for a minimum of three years. The records shall be provided to the City upon request.

C. All waste removed from a FOG System must be disposed at a duly permitted facility authorized to receive such waste. The waste shall not be returned to the public sewer system or manhole, any private wastewater system or any storm drain.

D. If significant grease accumulation (e.g. a partial blockage) is found downstream or if significant grease wicking is found upstream of FOG System, a special inspection of the premises may occur. The inspection will include a review of the FOG System, the FOG maintenance program, waste storage area, drains not flowing to the FOG System and such other investigation as the City deems necessary.

E. If an FSE or other nonresidential user of the City's sewer system causes, or is a substantial factor in causing, a FOG-related sanitary sewer overflow, the operator of the FSE or other nonresidential user, and the owner of the property will be responsible for all related costs, fines, penalties and other expenses.

13.08.110 - New construction design.

A. All new sewer extensions and service connections shall be properly designed and constructed. Plans for sewerage system construction shall meet all design requirements of the City, as determined by review of the City manager.

B. Inspection of all sewerage construction shall be made by personnel or agents of the City. No new construction shall be covered without the approval of the City.

C. The City shall be directly reimbursed by the project proponent for all reasonable costs associated with design review and inspection of new construction.

13.08.120 - Inspection and enforcement.

A. From time to time, City agents or personnel may enter onto privately or publicly owned lands to inspect portions of the sewage system, including service connections, for violations of the ordinance codified in this chapter. The City will endeavor to inspect at the convenience of the user and in no event will grease traps be inspected during peak meal hours.

B. Any user who violates any provision of this chapter, or who is found by the City manager to be guilty of any of the following violations, may be disconnected from the sewer and water system:

1. Failure of the user or owner to report significant changes in operations or wastewater flows, constituents, and characteristics;
2. Refusal to allow the City manager or his representatives' access to user's or owner's premises for the purpose of inspection, sampling, or monitoring;
3. Nonpayment of fees and charges;
4. Repeated violations of the provisions of this chapter.

C. Waste or wastewater discharge, threatened waste or wastewater discharge, or any condition or act in violation of any provision of this chapter, of any provision of any permit issued pursuant to the chapter, or of any order or directive of the City manager authorized by the provisions of this chapter, is declared to be a public nuisance and may be abated, removed, or enjoined and damages assessed therefor, in any manner provided by law.

D. When the City manager finds that a discharge of waste has taken place or is likely to take place in violation of this chapter, the City manager may issue an order to cease and desist such discharge, practice, or operation likely to cause such discharge and direct that those persons not complying shall:

1. Comply forthwith; or
2. Comply in accordance with a time schedule set forth by the City manager; or
3. Take appropriate remedial or preventative action.

E. In the event repairs, construction, or other public work is performed on any premises pursuant to any provision of law relating to the emergency performance of public work and expenditure of public funds therefor, or pursuant to any other provision of law authorizing public work on private property in order to correct, eliminate, or abate a condition upon such premises which threatens to cause, causes, or has caused a violation of any provision of the chapter, a violation of any permit issued pursuant to the provisions of the chapter, or a violation of any other requirement of law, then the user responsible for the occurrence or condition giving rise to such work, and the occupant and the owner of the premises shall be liable, jointly, and severally to the City for such public expenditures.

F. When a discharge of wastes causes an obstruction, damage, or any other impairment to City sewage system, the City may, after providing the user with notice and opportunity to be heard, assess a charge against the user for the work required to clean or repair the sewage system, and may add such charge to the user's charges and fees.

G. Any charge or rental levied by the City pursuant to this chapter on any premises within the corporate limits of the City having a connection to the City sewage system is made a lien upon the premises. The City manager is authorized, and it shall be his duty, to disconnect any industrial sewer connection or domestic sewer connection on premises located either within the corporate limits of the City or outside the corporate limits of the City, upon failure of the person to whom such charge or rental is billed to pay such charge or rental prior to delinquency.

H. The City may terminate, or cause to be terminated, wastewater service to any premises, if a violation of any provisions of the ordinance codified in this chapter is found to exist or if a discharge of wastewater causes or threatens to cause a condition of contamination, pollution, or nuisance as defined in this chapter.

I. In the event of a violation of any terms of the chapter, or any rule or regulation established pursuant to this chapter, the City manager shall notify the person or persons causing, allowing, or committing such violation. Such notice shall specify in writing both the violation and the time after which, upon failure of such person or persons to prevent or rectify the violation, the City manager will exercise his authority to disconnect the property served by the sewage system. Such time shall not be less than five (5) days after the deposit of such notice in the United States Post Office at Nevada City, California, addressed to the person or persons to whom notice is given. In the event such violation results in a public hazard or menace, then the City manager may enter upon the premises without notice and do such things and expend such sums as may be necessary to abate such hazard, and the reasonable value of the things done and the amount expended in so doing shall be a charge upon the owner so in violation.

J. When service has been disconnected as provided in this chapter, the City manager may require that the person or persons who request that such service be reestablished furnish security acceptable to the City manager in a sum not to exceed five hundred dollars ($500.00), payable to the City and conditioned upon compliance with the provision of this chapter, before granting permission to make such connection. Before such service will be reestablished, the person or persons making application for such reestablishment of service shall pay all expenses incurred by the City in causing such disconnection and in reestablishing such connection.

K. It is unlawful to knowingly make any false statement, representation, record, report, plan, or other document, or to knowingly tamper with, bypass, or render inaccurate any sample monitoring device or equipment installed or operated pursuant to this chapter or to any permit issued under this chapter. In addition to any punishment or remedy provided by law, any such falsification or tampering shall be grounds for disconnecting said user from the sewer system.

L. No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the sewage system. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

M. Appeals.

1. Any user, permittee, applicant, or other person aggrieved by any decision, action, finding, determination, order, or directive of the City manager which is made or authorized pursuant to the provisions of this chapter, or which relates to any permit issued pursuant to this chapter, or to any interpretation or implementation of the same, may file a written request with the City manager for reconsideration thereof within ten (10) days of such decision, action, finding, determination, or order, setting forth in detail the facts supporting each user's or person's request for reconsideration. The City manager shall render a final decision within fifteen (15) days of the receipt of such request for reconsideration;

2. Any user, permittee, applicant, or other person aggrieved by the final determination of the City manager may appeal such determination to the City council of Nevada City within fifteen (15) days after notification of the final determination of the City manager, and shall set forth in written detail the facts and reasons supporting the appeal. The appeal shall be heard by the City council within forty-five (45) days from the date of filing the notice of appeal. The appellant, the City manager, and such other persons as the City council may deem appropriate shall be heard at the hearing on such appeal.

3. The City council shall cause notice to be given, at least ten (10) days prior to the time fixed for such hearing, to all persons affected by such appeal, of the time and place fixed by the City council for hearing such appeal. The City council shall direct the City clerk to mail a written notice, postage prepaid, to all such persons whose addresses are known to the City council, and to publish such notice once in a newspaper of general circulation within the City at least five (5) days prior to the date fixed for such hearing.

4. Upon conclusion of such hearing, the City council may affirm, reverse, or modify the final determination of the City manager as the City council deems just and equitable, and in harmony with the provisions of the chapter. During the pendency of any such appeal, the final determination of the City manager shall remain in full force and effect. The City council's determination on the appeal shall be final.

5. Pending decisions upon any appeal relative to the amount of any charge hereunder, the person making such appeal shall pay such charge. After the appeal is heard, the City council shall order refunded to the person making such appeal such amount, if any, as the City council shall determine should be refunded.

N. Any person who intentionally or negligently violates any provision of this chapter, any provision of any permit issued pursuant to this chapter, or who intentionally or negligently discharges waste or wastewater which causes pollution, or who so violates any cease and desist order, prohibition, effluent limitation, national standard of performance, or national pretreatment or toxicity standard may also be in violation of the Porter-Cologne Act and be subject to its sanctions, including ten thousand dollars ($10,000.00) a day civil penalty.

O. Every person who violates any provisions of this chapter is guilty of a misdemeanor and is punishable as provided in the Health and Safety Code Section 4766.

P. The remedies provided for in this chapter shall be cumulative and not exclusive and shall be in addition to any and all other remedies available to the City.

Q. Any person violating the provisions of this chapter shall become liable to the City for any expense, loss, or damage, including any fines levied upon the City, occasioned by the City by reason of such violation."

SECTION II:

STATUTORY CONSTRUCTION & SEVERABILITY: It is the intent of the City Council of the City of Nevada City to supplement applicable state and federal law and not to duplicate or contradict such law and this ordinance shall be construed consistently with that intention. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Nevada City hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION III: Effective Date and Publishing Requirement.

This Ordinance shall become effective thirty (30) days after the adoption date thereof and within fifteen (15) days of the passage of this Ordinance, the City Clerk shall publish this Ordinance in The Union, a newspaper of general circulation.

PASSED AND ADOPTED at a regularly scheduled meeting of the City Council of Nevada City held this ____ day of _____, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Erin Minett, Mayor

ATTEST:

_____
Niel Locke, City Clerk

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

October 14, 2020

TITLE: A Public Hearing to Review the Use of Funds and Program Performance for the City of Nevada City's Community Development Block Grants (CDBG) -15-CDBG-10572

RECOMMENDATION: Receive and file.

CONTACT: Bryan McAlister, City Engineer
Loree McCay, Administrative Services Manager

BACKGROUND / DISCUSSION:
In 2015, the City received CDBG funding for two improvement projects within the City. In order to close out the grant, a public hearing to review the use of funds and program performance for the City of Nevada City's Community Block Grant (CDBG) Program contract 2015-CDBG-10572 must be conducted. These funds provided by the State of California Department of Housing and Community Development require a review of the close-out documents (final products), and to solicit citizen input regarding the outcome and accomplishments of the funding received and expended under these programs. The activities were as follows:

2015-CDBG-10572 The City received a total of $200,000 from the CDBG Program that is comprised of all grant dollars. These funds were used to compete the following projects/programs:
- ADA Improvements to Sidewalks and ADA Improvements to Park Restrooms

All projects have now been completed and funds have been exhausted and requested from the State for reimbursement. In keeping with CDBG regulations, the City met the low/mod income person benefit for meeting a National Objective.

ENVIRONMENTAL CONSIDERATIONS: None

FISCAL IMPACT:
All funds were budgeted and expended as per the CDBG Guidelines.

ATTACHMENTS:
- ✓ Final Grant Closeout Documents-Setup and Completion reports
- ✓ Notices of completion and resolutions for both CDBG Projects

City of Nevada City

Department of Housing & Community Development
CDBG-Public Facility Improvement
CDBG-Public Infrastructure
Agreement # 15-CDBG-10572

Invoice: **# 1**
Billing Period: 8/1/2018-06/30/2020

Activity- 03F-ADA Improvements to Park Restrooms - Parks & Recreation Facilities (Public Facilities) $ 46,512.00

ACT	Inv.Date	Inv #	Sec. #	Vendor	Description	Check #	Amt.
03F	2/25/2020	40335		National Concrete Cutting Co	Bathroom Construction	37181	$ 2,462.00
03F	3/19/2020	31920		Barsotti Contracting	Bathroom Construction	37239	$ 8,400.00
03F	4/2/2020	40220		Barsotti Contracting	Bathroom Construction	37323	$ 19,000.00
03F	4/30/2020	43020		Barsotti Contracting	Bathroom Construction	37459	$ 10,900.00
03F	5/18/2020	51820		Barsotti Contracting	Bathroom Construction	37551	$ 5,750.00
					TOTAL FOR ACTIVITY 03F		**$ 46,512.00**

Activity- 03L-ADA Improvements to Sidewalks (Public Infrastructure) $ 139,535.00

ACT	Inv.Date		Sec. #	Vendor	Description	Check #	Amt.
03L	3/12/2020	1011		Mattingly Concrete	Sidewalk Construction	37282	$ 78,828.96
03L	4/3/2020	1013		Mattingly Concrete	Sidewalk Construction	37425	$ 39,010.00
03L	5/1/2020	1015		Mattingly Concrete	Sidewalk Construction	37540	$ 21,696.04
03L					**TOTAL FOR ACTIVITY 03L**		**$ 139,535.00**

Activity- 21A - General Program Admin $ 13,953.00

Task	Inv.Date		Sec. #	Vendor	Description	Check #	Amt.
21A	3/31/2020	Q3		Bryan McAlister	Engineering Services-Sidewalks	N/A	$ 1,821.00
21A	6/30/2020	Q4		Bryan McAlister	Engineering Services-Sidewalks	N/A	$ 1,977.00
21A	12/31/2019	Q2		Bryan McAlister	Engineering Services-Restrooms	N/A	$ 818.00
21A	6/30/2020	Q4		Bryan McAlister	Engineering Services-Restrooms	N/A	$ 360.00
21A	12/1/2019			Bill Falconi	Grant Admin-park restrooms	36707	$ 768.00
21A	3/2/2020			Bill Falconi	Grant Admin-park restrooms	37186	$ 576.00
21A	4/1/2020			Bill Falconi	Grant Admin-Sidewalks	37362	$ 960.00
21A	5/1/2020			Bill Falconi	Grant Admin-Sidewalks	37509	$ 960.00
21A	8/1/18-6/30/20			Loree' McCay	Grant Invoicing and reporting-66 hours	N/A	$ 4,003.00
21A	8/1/18-6/30/20			Catrina Olson	Grant Admin-park restrooms-12 hours	N/A	$ 1,184.00
21A	7/1/19-6/30/19			Desirae Andresen	Grant Admin-15 hours	N/A	$ 526.00
					TOTAL FOR TASK 3		**$ 13,953.00**

TOTAL INVOICE **$ 200,000.00**

STATE OF CALIFORNIA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Form Revised 05/31/2016

ACTIVITY FUNDS REQUEST FORM

PREPARER'S INFORMATION

Preparer's Name: Loree' McCay **E-mail:** loree.mccay@nevadacityca.gov
Preparer's Organization Name: City of Nevada City **Phone:** 530-265-2496
Jurisdiction Name: City of Nevada City **E-mail:** loree.mccay@nevadacityca.gov
Payee Name: City of Nevada City **Phone:** 530-265-2496
Payee Address: 317 Broad Street, Nevada City, CA 95959

PROJECT INFORMATION

Project Name: Public Facility-ADA Restroom Improvements **CDBG Contract #** 15-CDBG-10572
Project Address: 421 Nimrod, Nevada City, CA 95959

IDIS Activity # **CDBG Project #** **Is this a "Supplemental" Activity?** No

FUNDS REQUEST #	1	Total Grant Expended (from prior requests)	Total PI Expended (from prior requests)	Total Grant Expended (this & prior requests)	Total PI Expended (this & prior requests)	Available Balance (before/after this request)
Activity Code and Description	Total Grant Allocation					
(03F) Parks/ Recreational Facilities	$46,512			$46,512	$0	$0

Date HCD approved the increased Project Budget/Costs

What is the amount of PI approved by HCD to be added to the project?

REQUEST FOR REIMBURSEMENT

Date Prepared: 6/23/2020 **Project Completed?** Yes
Type of Request: Original

Total Activity Expenses $46,512

PI USED for reimbursement on this Activity $0

CDBG only processes funds request greater than $1000 **(unless Final request)**

Total GRANT Funds Request $46,512

Total Project Balance before/after this request $0

Program Income Certification

Total PI on-hand as of:	Amount
DATE 6/23/20	$0

RLFs PI Certification

Total RLF on-hand as of:	Amount
DATE N/A	
Housing RLF	$0
ED RLF	$0

Complete a FINAL Setup and Completion Report

PROJECT PROGRESSION BAR

0% 100.00%

Notes

All backup Provided in PDF attachment

CDBG Rep_____ IDIS Voucher Date_____ Fiscal Rep_____
CDBG Manager_____ IDIS Voucher Number_____ Fiscal Manager_____

STATE OF CALIFORNIA

COMMUNITY DEVELOPMENT BLOCK GRANT (**CDBG**)

ACTIVITY FUNDS REQUEST CERTIFICATION

Preparer's Name: Loree' McCay **E-mail:** loree.mccay@nevadacityca.gov
Preparer's Organization Name: City of Nevada City **Phone:** 530-265-2496 **Funds Request #** 1
Jurisdiction Name: City of Nevada City **Phone:** 530-265-2496 **Total Grant Funds Request** $46,512
Payee Name: City of Nevada City
Payee Address: 317 Broad Street, Nevada City, CA 95959 **E-mail:** loree.mccay@nevadacityca.gov
Project Name: Public Facility-ADA Restroom Improv **Project Address:** 421 Nimrod, Nevada City, CA 95959
IDIS Activity # **CDBG Project #** **CDBG Contract #** 15-CDBG-10572

The funds being requested have been awarded to the State of California from the U.S. Department of Housing and Urban Development.

The undersigned **certifies** the following with respect to the above-named project or activity:

1. The funds being requested are for work completed for the identified project or activity, and
2. The work represented by the funds request has been inspected and/or verified as completed.
3. All invoices for the expenses represented in this funds request have been received, and
4. The funds requested are a reimbursement of costs, and
5. All construction contractors or subcontractors paid with proceeds from this funds request are licensed and in good standing with the California State Contractor's License Board and are not listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors, and
6. That there are no mechanics liens recorded against the property from previous funds requests for construction activities (public works projects fall under sovereign immunity), and
7. I am specifically authorized to sign documents for the CDBG Program on behalf of the above-named Jurisdiction by authorization previously submitted to the Department or as an attachment to this funds request.

Loree' McCay	Administrative Services Mgr
PREPARER NAME	TITLE
Loree' McCay	7/15/20
PREPARER SIGNATURE	DATE
Catrina Olson	City Manager
AUTHORIZED SIGNER NAME	TITLE
Catrina Olson	7/16/20
AUTHORIZED SIGNER SIGNATURE	DATE

Making false statements is a felony under laws of the State of California (Penal Codes 115, 118, 487, 532), and Title 19, Section 1001 of the United States Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department or agency of the United States.

City of Nevada City

Department of Housing & Community Development
CDBG-Public Facility Improvement
CDBG-Public Infrastructure
Agreement # 15-CDBG-10572

Invoice: **# 1**
Billing Period: 8/1/2018-06/30/2020

Activity- 03F-ADA Improvements to Park Restrooms - Parks & Recreation Facilities (Public Facilities) $ 46,512.00

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03F	5/18/2020	51820		Barsotti Contracting	Bathroom Construction	37551	$ 5,750.00
					TOTAL FOR ACTIVITY 03F		**$ 46,512.00**

Jurisdiction Name: City of Nevada city Contract # 15-CDBG-10572

STATE OF CALIFORNIA - CDBG PROGRAM

Project Setup & Completion Report

Public Facilities

Complete this form as a Setup Report, a Completion Report or a Setup and Completion Report and submit to your CDBG Program Representative.

Department of Housing and Community Development
CDBG Program
P.O. Box 952054
Sacramento CA, 94252-2054

FOR CDBG USE ONLY

Project Completion Report

Mgr Initials:		Date	
Rep Initials:		Date	
☐ IDIS		☐ CAPES	
Fiscal Initials		Date:	

Program Income

PI Receipt #	
PI Voucher #	

PI Only Funding	All CDBG funds used in this project	
Select Option	☐ Program Income	☑ Grants

Setup	
Original	
Date 11/6/2015	

CDBG-Assigned Numbers	
CDBG Project Number	IDIS Activity Number

Completion	If Revised, Why?
Revised	Date revised by HCD due to COVID19
Date 7/31/2020	

Proposed completion MM/YY	06-2020
Proposed # of Beneficiaries	1600

Part A JURISDICTION INFORMATION & PREPARER — REQUIRED

Jurisdiction Contact Information	Preparer: Jurisdiction Staff
1a. Name (Contact Person): Loree Mccay	2a. Preparer's Name: Loree McCay
1b. E-Mail: loree.mccay@nevadacityca.gov	2b. Organization (if not grantee):
1c. Phone/Direct Line: 530-265-2496 x134	2c. E-Mail: loree.mccay@nevadacityca.gov 2d. Phone/Direct Line: 530-265-2496 x134

Subrecipient Information (Only) — REQUIRED if applicable

3a. Organization name: City of Nevada City

3b. Complete address: 317 Broad Street

3c. Organization is categorized as: Another unit of local government

3d. DUNS number: 00-494-8493

3e. E-Mail: loree.mccay@nevadacityca.gov

3f. Phone/Direct Line: 530-265-2496 x134

3g. Check all that applies to this organization: ☐ A Faith-Based Organization ☐ Non-Profit Organization ☐ An Institution of Higher Education

Part B PROJECT & ACTIVITY INFORMATION — REQUIRED

1a. Name of Public Facility: Pioneer Park Parks and Recreation bathrooms

1b. Public Facility Address: 421 Nimrod

1c. City: Nevada City

1d. Zip Code: 95959

CDBG Project Amount (Incl AD): $51,163

2. National Objective: LMC - Low/Mod limited clientele benefit

3. Activity & Matrix Code: 03F - Parks, Recreational Facilities

Accomplishment Type: 01 - People (General)

4. Activity Purpose (check all that apply)

☐ Help Those with HIV/AIDS ☑ Help Persons with Disabilities ☐ Help the Homeless ☐ Help Prevent Homelessness

5. Description / Scope of work

Rehab of 2 park restrooms. With proposed CDBG and City Measure L funds, both restrooms may be upgraded and/or expanded to accommodate access by persons who are severely disabled. Removal of architechural barriers will have been accomplished.

Jurisdiction Name: City of Nevada city **Contract #** 15-CDBG-10572

STATE OF CALIFORNIA - CDBG PROGRAM

Project Setup & Completion Report

Part C SPECIAL CHARACTERISTICS REQUIRED

1. **Special Areas Where Activity is Located (Check all that apply)**

- [x] Historic Preservation Area
- [ ] Presidentially Declared Major Disaster Area
- [ ] Conversion from Non-Residential to Residential Use
- [ ] Colonia Name
- [ ] Other

2. **Activity Information (check all that apply)** ☐ **Displacement** ☐ **One-for-One Replacement**

Part D CHANGE OF USE DETAILS REQUIRED

Construction Completion Date: 5/30/2020 **Open for Service Date:** 5/30/2020 **Acquisition Involved?** No

§570.489 Program administrative requirements.

(j) Change of use of real property. The standards described in this section apply to real property within the unit of general local government's control (including activities undertaken by subrecipients) which was acquired or improved in whole or in part using CDBG funds in excess of the threshold for small purchase procurement (24 CFR 85.36, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments"). These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of the unit of general local government's grant.

(1) A unit of general local governments may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, unless the unit of general local government provides affected citizens with reasonable notice of and opportunity to comment on any proposed change, and either:

(i) The new use of the property qualifies as meeting one of the national objectives and is not a building for the general conduct of government; or
(ii) The requirements in paragraph **(j)(2)** of this section are met.

(2) If the unit of general local government determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph **(j)(1)** of this section, it may retain or dispose of the property for the changed use if the unit of general local government's CDBG program is reimbursed or the state's CDBG program is reimbursed, at the discretion of the state. The reimbursement shall be in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property, except that if the change in use occurs after grant closeout but within 5 years of such closeout, the unit of general local government shall make the reimbursement to the State's CDBG program account.

(3) Following the reimbursement of the CDBG program in accordance with paragraph **(j)(2)** of this section, the property no longer will be subject to any CDBG requirements.

Part E PRESUMED BENEFIT REQUIRED

Presumed Benefit? [x] Yes [ ] No

Check Group	Income Level
Severely Disable Adults	Low Income

Jurisdiction Name: City of Nevada city Contract # 15-CDBG-10572

STATE OF CALIFORNIA - CDBG PROGRAM

Project Setup & Completion Report

Part F AREA BENEFIT DATA — NOT REQUIRED

Benefit data determined by ☐ Census / ACS ☐ Income Survey DATE: County Code Select Option

		Block Groups									
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10

Total # Low/Mod Total Low/Mod Universe Population

Part G PROJECT FUNDING SOURCE DETAIL — REQUIRED

CDBG Grant — 03F - Parks, Recreational Facilities

Funding Type (CDBG Funds)	Amount (CBDG Funds)
CDBG - Grants	$51,163
TOTAL	$51,163

CDBG Program Income

Program Income (PI) Type	Amount
CDBG - PI Funds	$0
TOTAL	$0

Leverage and Other Funding Sources

Funding Source	Name of Source	Amount
L000-Local Other	Measure "L" Tax Monies	$4,550
	TOTAL	$4,550

TOTAL PROJECT COST $55,713

Comments: explain any issues with this activity or clarification of information provided in this form.

STATE OF CALIFORNIA - CDBG PROGRAM

Project Setup & Completion Report

Jurisdiction Name: City of Nevada city **Contract #** 15-CDBG-10572

STATE OF CALIFORNIA - CDBG PROGRAM
Project Completion Report

Status
☑ Final

National Objective LMC - Low/Mod limited clientele benefit

Activity Matrix Code 03F - Parks, Recreational Facilities

Part A — DIRECT BENEFIT DATA BY PERSONS (LMA) ONLY — NOT REQUIRED

Program Year	# of People	Accomplishment Narrative

Total Persons Assisted:		How many veterans?	
		How many disable?	

	Number of Persons
With New Access to this type of Public Facility or Infrastructure Improvement	
With Improved Access to this Type of Public Facility or Infrastructure Improvement	
With access to Public Facility or Infrastructure that is No Longer Substandard	

NOT REQUIRED

Part B — DIRECT BENEFIT DATA BY PERSONS/HOUSING UNITS - LMC ONLY — REQUIRED

If this project is **LMC**, you must provide accomplishment data by person in the tab "Accomplishments"

Program Year	# of People	Accomplishment Narrative
N/A	1600	Work was completed to improve bathrooms for ADA compliance. Presumed Benefit.

FOR CDBG USE ONLY (All Years) LMC

DIRECT BENEFIT DATA BY PERSON

Race / Ethnicity	Total	Hispanic/ Latino
White (11)		
Black/African American (12)		
Asian (13)		
American Indian / Alaskan Native (14)		
Native Hawaiian / Other Pacific Isl. (15)		
Am. Indian / Alaskan Native & White (16)		
Asian & White (17)		
Black/African Am. & White (18)		
Am. Indian/Alaskan & Blk/African (19)		
Other Multi-Racial (20)		

INCOME LEVELS	
Extremely Low (<30%)	
Low (31-50%)	
Moderate (51-80%)	
Non-Low/ Moderate (+80%)	

Veteran	
Participants Disable	
Female-Headed Households	

TOTAL PERSONS ASSISTED

With New Access to this type of Public Facility or Infrastructure Improvement	
With Improved Access to this Type of Public Facility or Infrastructure Improvement	
With access to Public Facility or Infrastructure that is No Longer Substandard	
Homeless Persons Given Overnight Shelter	
Beds Created in Overnight Shelter or Other Emergency Housing	

Form Revised 05/31/20106

STATE OF CALIFORNIA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

FUNDS REQUEST FORM (GA only)

PREPARER'S INFORMATION

Preparer's Name: Loree McCay **E-mail:** loree.mccay@nevadacityca.gov

Preparer's Organization Name: City of NevadaCity **Phone:** 530-265-2496

Jurisdiction Name: City of Nevada City **E-mail:** loree.mccay@nevadacityca.gov

Payee Name: City of Nevada City **Phone:** 530-265-2496

Payee Address: 317 Broad Street, Nevada City, CA 95959

PROJECT INFORMATION

IDIS Activity # **CDBG Project #** **CDBG Contract #** 15-CDBG-10572

FUNDS REQUEST #	1	Total Expended (from prior requests)	Total PI expended (from prior requests)	Total Expended (this & prior requests)	Total PI expended (this & prior requests)	Available Balance (before/after this request)
Activity Code and Description	Total Allocation					
(21A) General Program Administration	$13,953			$13,953	$0	$0

SUMMARY OF EXPENDITURES

In the notes section below (provide a detail description for each personel expenditure), personnel costs to the program must be documented and must include name, tittle, time period, activities performed and total amount.

Date Prepared: 7/8/20

Description of Expenditure	Vendor's Name	Date Paid	Check #	Amount Paid
City Engineer Sidewalk Project -Administration Costs	Bryan McAlister	N/A	N/A	$3,798
City Engineer Bathroom Project -Administration Costs	Bryan McAlister	N/A	N/A	$1,178
Consulting City Engineer Sidewalk Project -Administration Costs	Bill Falconi	4/16/2020	37362	$960
Consulting City Engineer Sidewalk Project -Administration Costs	Bill Falconi	5/12/2020	37509	$960
Consulting City Engineer Bathroom Project -Administration Costs	Bill Falconi	12/12/2019	36707	$768
Consulting City Engineer Bathroom Project -Administration Costs	Bill Falconi	3/12/2020	37186	$576
Program Administration Accounts Payable and Accounting-15 hours	Desirae Andresen, Acct Tech	N/A	N/A	$526
Program Administration Costs and Reporting and Extension 66 Hours	Loree McCay, Adm Svc Mgr	N/A	N/A	$4,003
Program Administration Costs and Reporting and Extension 12 Hours	Catrina Olson, City Mgr	N/A	N/A	$1,184

Program Income "certification"	Amount
DATE	$0

Total Expenses	$13,953
Total PI USED against expenses	
Total GRANT Funds Request	$13,953
Total (GA) Balance before/after this request	$0

CDBG process funds requests greater than $1000 only (unless last request)

Notes Bryan McAlister- City Engineer - Activities 07/01/2019-06/30/2020-Preparation of bid, Project scope, preparation of grant documents for extension, obervation on site, Bill Falconi - Consulting City Engineer - Activites 07/01/2019-06/30/2020- Preparation of bid, Project scope, preparation of grant documents for extension, obervation on site, * Desirae Andresen - Accounting Technician- 07/01/2019-06/30/2020- Accounts Payable, w-9, Invoice review and coding. * Loree' McCay - Administrative Services Manager -Activities 08/01/2018-06/30/2020- Grant Extension, Annual grant reports, Set up and Completion reports, Correspondence, Public Noticing, Fund Requests. * Catrina Olson, City Manager -Activities 08/01/2018-06/30/2020- Grant Extension

CDBG Rep_____ IDIS Voucher Date: _____ Fiscal Rep_____

CDBG Manager_____ IDIS Voucher Number _____ Fiscal Manager_____

STATE OF CALIFORNIA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

FUNDS REQUEST CERTIFICATION

Preparer's Name: Loree McCay E-mail: loree.mccay@nevadacityca.gov

Preparer's Organization Name: City of NevadaCity Phone: 530-265-2496 Funds Request # 1

Jurisdiction Name: City of Nevada City Phone: 530-265-2496 Total Grant Funds Request $13,953

Payee Name: City of Nevada City

Payee Address: 317 Broad Street, Nevada City, CA 95959 E-mail: loree.mccay@nevadacityca.gov

IDIS Activity # CDBG Project # CDBG Contract # 15-CDBG-10572

The funds being requested have been awarded to the State of California from the U.S. Department of Housing and Urban Development.

The undersigned **certifies** the following with respect to the above-named project or activity:

1. The funds being requested are for work completed for the identified project or activity, and
2. The work represented by the funds request has been inspected and/or verified as completed.
3. All invoices for the expenses represented in this funds request have been received, and
4. The funds requested are a reimbursement of costs, and
5. All construction contractors or subcontractors paid with proceeds from this funds request are licensed and in good standing with the California State Contractor's License Board and are not listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors, and
6. That there are no mechanics liens recorded against the property from previous funds requests for construction activities (public works projects fall under sovereign immunity), and
7. I am specifically authorized to sign documents for the CDBG Program on behalf of the above-named Jurisdiction by authorization previously submitted to the Department or as an attachment to this funds request.

Loree McCay	Administrative Services Mgr
PREPARER NAME	TITLE
	7/15/20
PREPARER SIGNATURE	DATE
Catrina Olson	City Manager
AUTHORIZED SIGNER NAME	TITLE
Catrina Olson	7/16/20
AUTHORIZED SIGNER SIGNATURE	DATE

Title 19, Section 1001 of the United States Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statement to any department or agency of the United States. Making false statements is also a felony under laws of the State of California (Penal Code Sections 115, 118, 487, 532).

City of Nevada City

Department of Housing & Community Development
CDBG-Public Facility Improvement
CDBG-Public Infrastructure
Agreement # 15-CDBG-10572

Invoice: **# 1**
Billing Period: 8/1/2018-06/30/2020

Activity- 21A - General Program Admin $ 13,953.00

Task	Inv.Date		Sec. #	Vendor	Description	Check #	Amt.
21A	3/31/2020	Q3		Bryan McAlister	Engineering Services-Sidewalks	N/A	$ 1,821.00
21A	6/30/2020	Q4		Bryan McAlister	Engineering Services-Sidewalks	N/A	$ 1,977.00
21A	12/31/2019	Q2		Bryan McAlister	Engineering Services-Restrooms	N/A	$ 818.00
21A	6/30/2020	Q4		Bryan McAlister	Engineering Services-Restrooms	N/A	$ 360.00
21A	12/1/2019			Bill Falconi	Grant Admin-park restrooms	36707	$ 768.00
21A	3/2/2020			Bill Falconi	Grant Admin-park restrooms	37186	$ 576.00
21A	4/1/2020			Bill Falconi	Grant Admin-Sidewalks	37362	$ 960.00
21A	5/1/2020			Bill Falconi	Grant Admin-Sidewalks	37509	$ 960.00
21A	8/1/18-6/30/20			Loree' McCay	Grant Invoicing and reporting-66 hours	N/A	$ 4,003.00
21A	8/1/18-6/30/20			Catrina Olson	Grant Admin-park restrooms-12 hours	N/A	$ 1,184.00
21A	7/1/19-6/30/19			Desirae Andresen	Grant Admin-15 hours	N/A	$ 526.00
					TOTAL FOR TASK 3		**$ 13,953.00**

STATE OF CALIFORNIA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Form Revised 05/31/2016

ACTIVITY FUNDS REQUEST FORM

PREPARER'S INFORMATION

Preparer's Name: Loree' McCay **E-mail:** loree.mccay@nevadacityca.gov
Preparer's Organization Name: City of Nevada City **Phone:** 530-265-2496
Jurisdiction Name: City of Nevada City **E-mail:** loree.mccay@nevadacityca.gov
Payee Name: City of Nevada City **Phone:** 530-265-2496
Payee Address: 317 Broad Street, Nevada City, CA 95959

PROJECT INFORMATION

Project Name: ADA Curb Cuts in Historical Downtown Nevada City **CDBG Contract #** 15-CDBG-10572
Project Address: Broad Street, Spring Street

IDIS Activity # **CDBG Project #** **Is this a "Supplemental" Activity?** No

FUNDS REQUEST #	1	Total Grant Expended (from prior requests)	Total PI Expended (from prior requests)	Total Grant Expended (this & prior requests)	Total PI Expended (this & prior requests)	Available Balance (before/after this request)
Activity Code and Description	Total Grant Allocation					
(03L) Sidewalks	$139,535			$139,535	$0	$0

Date HCD approved the increased Project Budget/Costs

What is the amount of PI approved by HCD to be added to the project?

REQUEST FOR REIMBURSEMENT

Date Prepared: 6/23/2020 **Project Completed?** Yes
Type of Request: Original

Total Activity Expenses $139,535

PI USED for reimbursement on this Activity $0

CDBG only processes funds request greater than $1000 **(unless Final request)**

Total GRANT Funds Request $139,535

Total Project Balance before/after this request $0

Program Income Certification

Total PI on-hand as of:	Amount
DATE 6/23/20	$0

RLFs PI Certification

Total RLF on-hand as of:	Amount
DATE N/A	
Housing RLF	$0
ED RLF	$0

Complete a FINAL Setup and Completion Report

PROJECT PROGRESSION BAR

0% 100.00%

Notes

CDBG Rep_____ IDIS Voucher Date_____ Fiscal Rep_____
CDBG Manager_____ IDIS Voucher Number_____ Fiscal Manager_____

STATE OF CALIFORNIA

COMMUNITY DEVELOPMENT BLOCK GRANT (**CDBG**)

ACTIVITY FUNDS REQUEST CERTIFICATION

Preparer's Name: Loree' McCay **E-mail:** loree.mccay@nevadacityca.gov
Preparer's Organization Name: City of Nevada City **Phone:** 530-265-2496 **Funds Request #** 1
Jurisdiction Name: City of Nevada City **Phone:** 530-265-2496 **Total Grant Funds Request** $139,535
Payee Name: City of Nevada City
Payee Address: 317 Broad Street, Nevada City, CA 95959 **E-mail:** loree.mccay@nevadacityca.gov
Project Name: ADA Curb Cuts in Historical Downtow **Project Address:** Broad Street, Spring Street
IDIS Activity # **CDBG Project #** **CDBG Contract #** 15-CDBG-10572

The funds being requested have been awarded to the State of California from the U.S. Department of Housing and Urban Development.

The undersigned **certifies** the following with respect to the above-named project or activity:

1. The funds being requested are for work completed for the identified project or activity, and
2. The work represented by the funds request has been inspected and/or verified as completed.
3. All invoices for the expenses represented in this funds request have been received, and
4. The funds requested are a reimbursement of costs, and
5. All construction contractors or subcontractors paid with proceeds from this funds request are licensed and in good standing with the California State Contractor's License Board and are not listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors, and
6. That there are no mechanics liens recorded against the property from previous funds requests for construction activities (public works projects fall under sovereign immunity), and
7. I am specifically authorized to sign documents for the CDBG Program on behalf of the above-named Jurisdiction by authorization previously submitted to the Department or as an attachment to this funds request.

Loree' McCay	Administrative Services Manger
PREPARER NAME	TITLE
Loree' McCay	7/15/20
PREPARER SIGNATURE	DATE
Catrina Olson	City Manager
AUTHORIZED SIGNER NAME	TITLE
Catrina Olson	7/16/20
AUTHORIZED SIGNER SIGNATURE	DATE

Making false statements is a felony under laws of the State of California (Penal Codes 115, 118, 487, 532), and Title 19, Section 1001 of the United States Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department or agency of the United States.

City of Nevada City

Department of Housing & Community Development
CDBG-Public Facility Improvement
CDBG-Public Infrastructure
Agreement # 15-CDBG-10572

Invoice: **# 1**
Billing Period: 8/1/2018-06/30/2020

Activity- 03L-ADA Improvements to Sidewalks (Public Infrastructure) $ 139,535.00

ACT	Inv.Date		Sec. #	Vendor	Description	Check #	Amt.
03L	3/12/2020	1011		Mattingly Concrete	Sidewalk Construction	37282	$ 78,828.96
03L	4/3/2020	1013		Mattingly Concrete	Sidewalk Construction	37425	$ 39,010.00
03L	5/1/2020	1015		Mattingly Concrete	Sidewalk Construction	37540	$ 21,696.04
03L					**TOTAL FOR ACTIVITY 03L**		**$ 139,535.00**

MAT05 MATTINGLY CONCRETE
250 WALNUT
RED BLUFF CA 96080

CHECK		
Date	Number	Amount
03/30/20	0037282	78,828.96

Invoice ID	Inv Date	Invoice Description	Gross	Discount	Total
1011-	Mar 12 2020	CDBG CURB RAMP REPLACEMENTS	78,828.96	.00	78,828.96
Id With Vendor -> W-9 REC'D 03/17/20		Totals	78,828.96	.00	78,828.96

Mattingly Concrete
250 WALNUT
Red Bluff, CA 96080
530-727-9723

INVOICE

BILL TO
Nevada City 2020 Downtown
Curb Ramps
317 Broad St
Nevada City, CA 95959
Nevada

INVOICE # 1015
DATE 05/01/2020
DUE DATE 05/14/2020
TERMS Net 30

TAX ID	LICENSE #	DIR
84-2543698	1056028	1000447284

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/26/2020	**CONCRETE SERVICES**	Asphalt Paving Adjacent to New Concrete	15	812.00	12,180.00
04/26/2020	**CONCRETE SERVICES**	Restripe Cross Walks	15	708.20	10,623.00

Thank you

BALANCE DUE **$22,803.00**

MATOS

CITY OF NEVADA CITY INVOICE APPROVAL
ACCT # 250 4700 5500
FUND ACCT OBJ
DATE 5-19-20
BY
PURPOSE CDBG Curb Replacements
5/19/20

Jurisdiction Name: City of Nevada City **Contract #** 15-CDBG-10572

STATE OF CALIFORNIA - CDBG PROGRAM

Project Setup & Completion Report

Public Improvement

Complete this form as a Setup Report, a Completion Report or a Setup and Completion Report and submit electronically to your CDBG Program Representative.

Department of Housing and Community Development
CDBG Program
P.O. Box 952054
Sacramento CA, 94252-2054

FOR CDBG USE ONLY

Project Completion Report

Mgr Initials:		Date	
Rep Initials:		Date	
☐ IDIS		☐ CAPES	
Fiscal Initials		Date:	

Program Income

PI Receipt #	
PI Voucher #	

PI Only Funding	All CDBG funds used in this project	
Select Option	☐ Program Income	☑ Grants

Setup	
Original	
Date 11/6/2015	

Completion	
Original	
Date 5/30/2020	

CDBG-Assigned Numbers	
CDBG Project Number	IDIS Activity Number
15-CDBG-10572	03L

Proposed completion MM/YY	05-2020
Proposed # of Beneficiaries	1600

Part A JURISDICTION INFORMATION & PREPARER — REQUIRED

Jurisdiction Contact Information

1a. **Name (Contact Person)** Loree' McCay

1b. **E-Mail** loree.mccay@nevadacityca.gov

1c. **Phone/Direct Line** 530-265-2496 x134

Preparer: Jurisdiction Staff

2a. **Preparer's Name** Loree' McCay

2b. **Organization (if not grantee)**

2c. **E-Mail** loree.mccay@nevadacityca.gov

2d. **Phone/Direct Line** 530-265-2496 x134

Subrecipient Information (Only) — **REQUIRED if applicable**

3a. **Organization name** City of Nevada City

3b. **Complete address** 317 Broad Street

3c. **Organization is categorized as:** Another unit of local government

3d. **DUNS number** 00-494-8493

3e. **E-Mail** loree.mccay@nevadacityca.gov

3f. **Phone/Direct Line** 530-265-2496 x134

3g. **Check all that applies to this organization** ☐ A Faith-Based Organization ☐ Non-Profit Organization ☐ An Institution of Higher Education

Part B PROJECT & ACTIVITY INFORMATION — REQUIRED

1a. **Name of Public Service** ADA Sidewalks

1b. **Public Service Address** Various locations in the historical district

1c. **City** Nevada City

1d. **Zip Code** 95959

CDBG Project Amount (Incl AD) $153,488

2. **National Objective** LMA - Low/Mod area benefit

3. **Activity & Matrix Code** 03L - Sidewalks

Accomplishment Type 01 - People (General)

4. **Activity Purpose (check all that apply)**

☐ Help Those with HIV/AIDS ☑ Help Persons with Disabilities ☐ Help the Homeless ☐ Help Prevent Homelessness

5. **Description / Scope of work**

To remove architectual barrier on City sidewalk cubs, so that severely disabled persons will be able to better access City sidewalks.

Jurisdiction Name: City of Nevada City Contract # 15-CDBG-10572

STATE OF CALIFORNIA - CDBG PROGRAM

Project Setup & Completion Report

Part C SPECIAL CHARACTERISTICS — REQUIRED

1. Special Areas Where Activity is Located (Check all that apply)

- [x] Historic Preservation Area
- [ ] Presidentially Declared Major Disaster Area
- [ ] Conversion from Non-Residential to Residential Use
- [ ] Colonia Name
- [ ] Other

2. Activity Information (check all that apply) [ ] Displacement [ ] One-for-One Replacement

Part D AREA BENEFIT DATA — REQUIRED

Benefit data determined by [x] Census / ACS [ ] Income Survey Date: 11/6/2015 County Code 057 Nevada

		Block Groups									
Census Tract	501	[ ] 1	[x] 2	[ ] 3	[ ] 4	[ ] 5	[ ] 6	[ ] 7	[ ] 8	[ ] 9	[ ] 10
Census Tract	801	[x] 1	[x] 2	[x] 3	[ ] 4	[ ] 5	[ ] 6	[ ] 7	[ ] 8	[ ] 9	[ ] 10
Census Tract	802	[x] 1	[x] 2	[x] 3	[x] 4	[ ] 5	[ ] 6	[ ] 7	[ ] 8	[ ] 9	[ ] 10
Census Tract		[ ] 1	[ ] 2	[ ] 3	[ ] 4	[ ] 5	[ ] 6	[ ] 7	[ ] 8	[ ] 9	[ ] 10
Census Tract		[ ] 1	[ ] 2	[ ] 3	[ ] 4	[ ] 5	[ ] 6	[ ] 7	[ ] 8	[ ] 9	[ ] 10
Census Tract		[ ] 1	[ ] 2	[ ] 3	[ ] 4	[ ] 5	[ ] 6	[ ] 7	[ ] 8	[ ] 9	[ ] 10
Census Tract		[ ] 1	[ ] 2	[ ] 3	[ ] 4	[ ] 5	[ ] 6	[ ] 7	[ ] 8	[ ] 9	[ ] 10
Census Tract		[ ] 1	[ ] 2	[ ] 3	[ ] 4	[ ] 5	[ ] 6	[ ] 7	[ ] 8	[ ] 9	[ ] 10
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Census Tract		[ ] 1	[ ] 2	[ ] 3	[ ] 4	[ ] 5	[ ] 6	[ ] 7	[ ] 8	[ ] 9	[ ] 10
Census Tract		[ ] 1	[ ] 2	[ ] 3	[ ] 4	[ ] 5	[ ] 6	[ ] 7	[ ] 8	[ ] 9	[ ] 10
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Census Tract		[ ] 1	[ ] 2	[ ] 3	[ ] 4	[ ] 5	[ ] 6	[ ] 7	[ ] 8	[ ] 9	[ ] 10

Total # Low/Mod 200 Total Low/Mod Universe Population 1000

Part E MULTI-UNIT HOUSING — NOT REQUIRED

Multi-Unit Housing: [ ] Yes [x] No Includes Rental Housing: [ ] Yes [x] No

Multi-Unit Housing	Total	Occupied	Occupied Low/Mod
Units at Start			
Units Expected at Completion			

Jurisdiction Name: City of Nevada City **Contract #** 15-CDBG-10572

STATE OF CALIFORNIA - CDBG PROGRAM

Project Setup & Completion Report

Part F PROJECT FUNDING SOURCE DETAIL REQUIRED

CDBG Grant

03L - Sidewalks

Funding Type (CDBG Funds)	Amount (CBDG Funds)
CDBG - Grants	$153,488
TOTAL	$153,488

CDBG Program Income

Program Income (PI) Type	Amount
CDBG - PI Funds	$0
TOTAL	$0

Leverage and Other Funding Sources

Funding Source	Name of Source	Amount
L000-Local Other	Measure "S" Tax Monies	$25,000
	TOTAL	$25,000

TOTAL PROJECT COST	$178,488

Comments: explain any issues with this activity or clarification of information provided in this form.

Jurisdiction Name: City of Nevada City **Contract #** 15-CDBG-10572

STATE OF CALIFORNIA - CDBG PROGRAM
Project Status and/or Completion Report

Status

☑ Annual ☑ Final

National Objective LMA - Low/Mod area benefit

Activity Matrix Code 03L - Sidewalks

Part A — DIRECT BENEFIT DATA BY PERSONS (LMA) ONLY — REQUIRED

Program Year	# of People or Households	Accomplishment Narrative
Year 1	1600	No Expenditures-Work on Project to begin late Fall of 2019

Total Persons Assisted:	1600	How many veterans?	50
		How many disable?	1600

	Number of Persons
With New Access to this type of Public Facility or Infrastructure Improvement	1600
With Improved Access to this Type of Public Facility or Infrastructure Improvement	1600
With access to Public Facility or Infrastructure that is No Longer Substandard	1600

REQUIRED

Part B — DIRECT BENEFIT DATA BY PERSONS/HOUSING UNITS - LMH ONLY — NOT REQUIRED

If this project is **LMH**, you must provide accomplishment data by person in the tab "Accomplishments"

Program Year	# of People or Housing Units	Accomplishment Narrative

FOR CDBG USE ONLY (All Years) LMH

DIRECT BENEFIT DATA BY PERSON

Race / Ethnicity	YEAR 1 Total	YEAR 1 Hispanic/ Latino	All Years Total	All Years Hispanic/Latino	Owner	Renter
White (11)	0	0	0	0	0	0
Black/African American (12)	0	0	0	0	0	0
Asian (13)	0	0	0	0	0	0
American Indian / Alaskan Native (14)	0	0	0	0	0	0
Native Hawaiian / Other Pacific Isl. (15)	0	0	0	0	0	0
Am. Indian / Alaskan Native & White (16)	0	0	0	0	0	0
Asian & White (17)	0	0	0	0	0	0
Black/African Am. & White (18)	0	0	0	0	0	0
Am. Indian/Alaskan & Blk/African (19)	0	0	0	0	0	0
Other Multi-Racial (20)	0	0	0	0	0	0
			0		0	

Jurisdiction Name: City of Nevada City **Contract #** 15-CDBG-10572

STATE OF CALIFORNIA - CDBG PROGRAM

Project Status and/or Completion Report

Status

☑ Annual ☑ Final

INCOME LEVELS	Year 1	All Years	Owner	Renter
Extremely Low (<30%)				
Low (31-50%)				
Moderate (51-80%)				
Non-Low/ Moderate (+80%)				

	Year 1	All Years	Owner	Renter
Veteran				
Participants Disable				
Female-Headed Households				

PERSONS ASSISTED	Year 1	All Years	Owner	Renter
With New Access to this type of Public Facility or Infrastructure Improvement				
With Improved Access to this Type of Public Facility or Infrastructure Improvement				
With access to Public Facility or Infrastructure that is No Longer Substandard				

STATE OF CALIFORNIA – BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION
Business and Contracts Services Branch
2020 West El Camino Avenue, Suite 130, 95833
P. O. Box 952050, Sacramento, CA 94252-2050
(916) 263-6872 / FAX (916) 263-1757
www.hcd.ca.gov

SEP 21 2020

Catrina Olson, City Manager
City of Nevada City
317 Broad St.
Nevada City, CA 95959

Dear Catrina.:

RE: Contract No. 15-CDBG-10572 (Am. 1)

Attached in this letter, you will find the following documentation needed to amend your contract name change. These include:

A. **Standard Agreement (STD 213A)**

Item No. 1: Extend the expenditure period to September 30, 2020

B. **For expeditious handling of the contract, please adhere to the following:**

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.

C. **The Department now offers two options for returning signed STD 213A; please review and complete one of the following options:**

3. **Option One**: For digital, or electronic signature processing, reply to this Standard Agreement email notification with the attached, fully signed STD 213A page(s). All signatures must be in blue color/font. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.

4. **Option Two**: Print two copies of the Standard Agreement, STD 213A. Do not send photocopies of the signed STD 213A page(s). Both copies must be an original, wet signature and in blue ink; do not return the Exhibits to HCD.

5. **Note**: If the resolution did not authorize a designated official to sign the STD 213A and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213A and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.

6. Return the e-signed copy or the two signed copies of the STD 213A; and, if applicable, the certified resolution within 30 days from the date of this letter to the following address:

   Department of Housing and Community Development
   Business & Contract Services Branch
   Contracts Office, Attention: LaTasha Jackson
   2020 W. El Camino Avenue, Suite 130
   Sacramento, CA 95833

7. Maintain a complete electronic version of the STD 213A and Exhibits for your pending file. **Note: The Standard Agreement contract is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Roxann Kuhnert, Program Manager at (916) 263-6468 or Roxann.kuhnert@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

La Tasha Jackson
Contract Analyst

cc: Roxann Kuhnert, Program Manager

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev 10/2019)

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
15-CDBG-10572	1	

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 PAGES

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

STATE AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME
City of Nevada City

2. The term of this Agreement is:

START DATE
12/21/2015

THROUGH END DATE
09/30/2020

3. The maximum amount of this Agreement after this Amendment is:

$500,000.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this Amendment is to a extend the expenditure period of this contract to 09/30/2020

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
317 Broad Street	Nevada City	CA	95959

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Ave., Suite 130	**Sacramento**	**CA**	**95833**

PRINTED NAME OF PERSON SIGNING
Shaun Singh

TITLE
Contracts Manager, Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICE APPROVAL

EXEMPTION (If Applicable)
Exempt per: SCM Vol. 1 4.04. A.3 (DGS memo date 6/12/81)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the Federal Community Development Block Grant Program for non-entitlement jurisdictions (hereinafter, "CDBG" or "the Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I and the California State CDBG Regulations, pursuant to 25 California Code of Regulations (CCR), Sections 7050 et seq. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG -Community Development Block Grant Program. In accepting this conditional reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the CDBG Grantee applied, the representations contained in the CDBG Grantee's application (the "Application") for this funding allocation, which is incorporated herein, as set forth, by reference, and the requirements of the authorities cited above. Any changes made to the Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Eligible Activities

Grantee will only use funds under this Agreement for eligible CDBG activities as authorized under Section 105(a) of Title I of the Housing and Community Development Act of 1974, as amended (hereinafter "HCDA" or "The Act") and Federal Regulations 24 CFR Part 570.482.

3. Meeting National Objectives

Eligible activities under this Agreement must be documented as meeting one of the three CDBG National Objectives, authorized under The Act.

Upon completion of each eligible Program and/or Project activity funded by this Agreement, the Grantee must document that each activity met a National Objective as outlined in Exhibit D, Section 5 of this Agreement (National Objectives) by the expiration of this Agreement. In accordance with Exhibit D, Section 9 of this Agreement (Non-Performance), if an activity does not meet a CDBG National Objective, the Grantee must repay to the Department all of the CDBG funds for that one activity, including activity delivery (AD) funds.

4. Public Benefit Standards for Business Assistance Activities

Per 24 CFR 570.482(f), (g) and 570.483(b)(4), the Grantee is responsible to demonstrate fulfillment of the public benefit standards for all CDBG Economic Development (ED) activities under Sections 105(a)(2), (14) and (17) of The Act. The use of public benefit standards is mandatory.

When CDBG funds are provided directly to a for-profit business, or are provided to the Grantee for an ED infrastructure in support of an economic development project, public benefit is generally met through the creation or retention of permanent full-time equivalent job positions. When

EXHIBIT A

CDBG funds are provided to a business that provides goods or services within an area that is predominately low-income, public benefit is generally met by documenting that the CDBG assistance does not exceed $350 per low- or moderate-income person(s) (LMI) in the identified service area.

Economic Development activities under Section 105(a), (17) and (14) must also comply with CDBG's six underwriting standards, per 24 CFR, Part 570.482(e).

5. Scope of Work/Contract Amount

A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in the Application, which is on file with the Department of Housing and Community Development, Division of Financial Assistance, 2020 West El Camino Avenue, Suite 400, Sacramento, California, 95833 and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG requirements. The Department reserves the right to review and approve all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

B. For the purposes of performing the Work, the Department agrees to provide the amount(s) identified below. Unless amended, the Department shall not be liable for any costs for Work in excess of this amount, nor any unauthorized or ineligible costs.

C. Except for General Program Administration, grant activity(ies) shall meet one of the three CDBG National Objectives: 1) Benefit to Low/Moderate Income Persons or Households; 2) Urgent Need; or, 3) Elimination of Slums or Blight, as identified below in the Budget section, and as described in the Application, and shall consist of:

Health Facilities (03P) - Provide assistance to rehabilitate the Odyssey House, a residential treatment facility for the severely mentally ill that will include an additional 3,341 square feet, replace the roof, siding and windows to benefit approximately 40 people.

EXHIBIT A

BUDGET

Activity Matrix Code	Activity Description	National Objective Code	Amount
03F	Health Facilities	LMC	$46,512
03L	Activity Delivery - Health Facilities	LMC	$139,535
21A	General Program Administration	NA	$13,953
TOTAL			**$200,000**

Supplemental/Program Income (PI) Activities

Activity Matrix Code	Activity Description	National Objective Code
–	NONE	–

6. **Other Funding Sources**

A. Other Funding Sources - The CDBG Grantee shall report on the value of other contributions included as leverage for each project activity via the Project Set-Up/Completion Report. The Project Set-Up/Completion Report is the report which conveys the information needed to establish a project-specific account in the Federal Integrated Disbursement and Information System (IDIS). It is also the report that is used to convey any changes to the project-specific account, and report the final project-specific information into IDIS.

B. Cash Match (Planning and Technical Assistance Grants (PTA) only) - The cash match that the Grantee has committed to a PTA activity as required by Health and Safety Code 50833 and 25 CCR 7058(a)(5) must be expended prior to requesting reimbursement from PTA grant funds. The Grantee will report the expenditure of match funds on the Project Set-Up/Completion Report. Program Income (PI) cannot be used as cash match.

Amount of required match funds for PTA grant: $0

7. **Term of Agreement and Deadlines**

With the exception of the Grant Closing Requirements set forth in Exhibit B, Section 6, the Grantee shall complete the grant activity and/or activities on or before the expenditure deadline below.

A. All Program funds shall be expended by: 09/30/2020

B. All Final Funds Requests shall be submitted within 60 days after the expenditure deadline.

C. This Agreement will expire on: 09/30/2020

EXHIBIT A

8. Uniform Administrative Requirements for Federal Awards and Non-Federal Entities

The total amount of funds expended during the entire contract term must be for actual and reasonable costs incurred, according to OMB Uniform Guidance and pursuant to 'Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards' and 'Cost Principles for non-federal entity awards' under 2 CFR Part 200 et al., as applicable Documentation must be maintained in the Grantee's contract file.

9. Line Item Adjustments

Line item adjustments may be made in accordance with the following:

A. The Department may approve a request from the Grantee to reallocate funds between the authorized activities and itemized amounts stated in Section 5 of this exhibit. Any changes of the total grant amount between activity categories or line items during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department's written approval. Due to the differences in Activity Delivery percentages associated with different activities, they will need to be adjusted accordingly.

B. If HUD changes an activity matrix code(s) or if there is an error in recording the activity code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.

C. In the event the required use of Program Income leaves this contract with unspent funds, the jurisdiction may redirect unused grant funds to a Supplemental Activity as applied for in the Application provided that:

1) The Supplemental Activity may be completed using the available funding in this Agreement.

2) The Supplemental Activity must be completed prior to the expenditure deadline of this Agreement.

3) All Supplemental Activity General and Special Conditions must be cleared prior to the expenditure of any CDBG funding on the activity.

4) If no Supplemental Activities were included in the Application, any unspent contract funds will be disencumbered at the end of the contract term.

5) Supplemental Activities cannot be added to CDBG Over-The-Counter Economic Development contracts.

10. Activity Delivery Cost Limitations

Refer to the NOFA that is associated with this Agreement or any relevant CDBG Management Memo.

EXHIBIT A

11. CDBG Program Contract Coordinator

For this Agreement, the State Contract Coordinator for the Department is the Division of Financial Assistance, Grants Management CDBG Program Manager, or the Program Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be sent first class mail to the CDBG Program Contract Coordinator at the following address:

Roxann Kuhnert, CDBG Grants Management Program Manager
Division of Financial Assistance, Suite 200
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054
Phone: (916) 263-5766 Email: CDBG@hcd.ca.gov

12. Contract Administrator

The Grantee's Contract Administrator (must be a grantee employee) for this Agreement is listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be sent by first class mail, unless otherwise informed, to the following address:

Contractor Authorized Representative:	Catrina Olson City Manager City of Nevada City 317 Broad Street Nevada City, CA 95959
Phone:	(530) 265-2496 x119
Email:	Catrina.olson@nevadacityca.gov

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev 10/2019)

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
15-CDBG-10572	1	

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 PAGES

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

STATE AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME
City of Nevada City

2. The term of this Agreement is:

START DATE
12/21/2015

THROUGH END DATE
09/30/2020

3. The maximum amount of this Agreement after this Amendment is:

$200,000.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

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The purpose of this Amendment is to a extend the expenditure period of this contract to 09/30/2020

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CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
317 Broad Street	Nevada City	CA	95959

PRINTED NAME OF PERSON SIGNING | TITLE

CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Ave., Suite 130	**Sacramento**	**CA**	**95833**

PRINTED NAME OF PERSON SIGNING
Shaun Singh

TITLE
Contracts Manager, Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE | DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICE APPROVAL | EXEMPTION (If Applicable)

Exempt per: SCM Vol. 1 4.04. A.3 (DGS memo date 6/12/81)

EXHIBIT A

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EXHIBIT A

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EXHIBIT A

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TOTAL			**$200,000**

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Refer to the NOFA that is associated with this Agreement or any relevant CDBG Management Memo.

EXHIBIT A

11. CDBG Program Contract Coordinator

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Roxann Kuhnert, CDBG Grants Management Program Manager
Division of Financial Assistance, Suite 200
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054
Phone: (916) 263-5766 Email: CDBG@hcd.ca.gov

12. Contract Administrator

The Grantee's Contract Administrator (must be a grantee employee) for this Agreement is listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be sent by first class mail, unless otherwise informed, to the following address:

Contractor Authorized Representative:	Catrina Olson City Manager City of Nevada City 317 Broad Street Nevada City, CA 95959
Phone:	(530) 265-2496 x119
Email:	Catrina.olson@nevadacityca.gov

RESOLUTION NO. 2020-56

RESOLUTION FOR THE CITY OF NEVADA CITY AUTHORIZING THE MAYOR TO SIGN A NOTICE OF COMPLETION FOR DOWNTOWN CURB RAMP IMPROVEMENTS

IT IS HEREBY RESOLVED by the City Council of the City of Nevada City that the Mayor is authorized to sign a "Notice of Completion", a copy of which is attached hereto and labeled "Exhibit A" which completes the construction of the Downtown Curb Ramp Improvements project in Nevada City.

IT IS FURTHER RESOLVED, that the City Clerk is authorized to file said "Notice of Completion", Exhibit A (attached) with the Nevada County Recorder's Office.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Nevada City on August 12, 2020, by the following vote:

AYES: **MINETT, STRAWSER, FLEMING, FERNÂNDEZ**

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Erin Minett, Mayor

Niel Locke, City Clerk

EXHIBIT A

RECORDING REQUESTED BY and WHEN RECORDING MAIL TO: **DEPUTY CITY CLERK** **CITY OF NEVADA CITY** **317 Broad Street** **Nevada City, CA 95959**	SPACE ABOVE THIS LINE FOR DEPUTY CITY CLERK'S USE ONLY

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. That the undersigned is OWNER or agent of the OWNER of the interest of estate stated below in the property hereinafter described.

2. The FULL NAME of the OWNER is: City of Nevada City

3. The FULL ADDRESS of the OWNER is: 317 Broad St, Nevada City, CA 95959

4. The nature of the INTEREST or Estate of the undersigned is: **FEE**

5. A work of improvement on the property hereinafter described was COMPLETED: June 26, 2020

6. The work of improvement completed is described as follows: Downtown Curb Ramp Improvements project in the City of Nevada City.

7. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is: Mattingly Concrete

8. The location of said project work is: various location in downtown Nevada City

9. The property of which said work of improvement was completed is in the City of Nevada City, County of Nevada, State of California and is described as follows: public streets in Historic Downtown District.

City of Nevada City
Owner

by: Erin Minett
Erin Minett, Mayor

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

8/26/20 Nevada City, CA
(Date and Place)

(Signature)

RESOLUTION NO. 2020-57

RESOLUTION FOR THE CITY OF NEVADA CITY AUTHORIZING THE MAYOR TO SIGN A NOTICE OF COMPLETION FOR PIONEER PARK PICNIC AREA BATHROOM IMPROVEMENTS

IT IS HEREBY RESOLVED by the City Council of the City of Nevada City that the Mayor is authorized to sign a "Notice of Completion", a copy of which is attached hereto and labeled "Exhibit A" which completes the construction of the Pioneer Park Picnic Area Bathroom Improvements project in Nevada City.

IT IS FURTHER RESOLVED, that the City Clerk is authorized to file said "Notice of Completion", Exhibit A (attached) with the Nevada County Recorder's Office.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Nevada City on August 12, 2020, by the following vote:

AYES: **MINETT, STRAWSER, FLEMING, FERNÂNDEZ**

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Erin Minett

Erin Minett, Mayor

Niel Locke

Niel Locke, City Clerk

EXHIBIT A

RECORDING REQUESTED BY and WHEN RECORDING MAIL TO: **DEPUTY CITY CLERK** **CITY OF NEVADA CITY** **317 Broad Street** **Nevada City, CA 95959**	SPACE ABOVE THIS LINE FOR DEPUTY CITY CLERK'S USE ONLY

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. That the undersigned is OWNER or agent of the OWNER of the interest of estate stated below in the property hereinafter described.

2. The FULL NAME of the OWNER is: City of Nevada City

3. The FULL ADDRESS of the OWNER is: 317 Broad St, Nevada City, CA 95959

4. The nature of the INTEREST or Estate of the undersigned is: **FEE**

5. A work of improvement on the property hereinafter described was COMPLETED: June 26, 2020

6. The work of improvement completed is described as follows: Pioneer Park Picnic Area Bathroom Improvements project in the City of Nevada City.

7. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is: Barsotti Contracting

8. The location of said project work is: Pioneer Park in Nevada City

9. The property of which said work of improvement was completed is in the City of Nevada City, County of Nevada, State of California and is described as follows: Pioneer Park, being a public City park.

City of Nevada City
Owner

by: Erin Minett
Erin Minett, Mayor

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

Aug 26, 2020
(Date and Place)

K. A. Locke
City Clerk (Signature)

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

October 14, 2020

TITLE: Pedestrian Friendly Commercial Street Project

RECOMMENDATION: Review Pedestrian Friendly Commercial Street Project and provide staff direction for developing a Final Phase II Commercial Street Improvement Plan.

CONTACT: Amy Wolfson, City Planner
Bryan McAlister, City Engineer

PROJECT DESCRIPTION:
Pedestrian Friendly Commercial Street Project consists of roadway rehabilitation of approximately 600 linear feet of Commercial Street, widening of the sidewalk, enhanced at intersections to provide safe, convenient and efficient pedestrian access within the Downtown Historic District. The project includes replacement of deteriorated pavement and sidewalks and drainage improvements. Phase I improvements are substantially complete and consisted of underground utility pipe replacements for Water, Sewer and Storm Drain. The remaining utility work will be completed with Phase II.

Anticipated benefits of the project consists of:

- Pavement and sidewalk rehabilitation to extend useful life of the roadway
- Improved roadway intersections and crosswalks for pedestrian safety and for reduction of pedestrian / vehicle conflicts
- Compliance with current building codes and ADA requirements
- Provision for safe, convenient and efficient pedestrian access within the Downtown Historic District
- Improved cross-slope for drainage
- Reduced traffic congestion by improving circulation with proper travel lane widths and curb returns at intersections, which is expected to reduce vehicle emissions.
- Accommodation of the frequent use by multiple-modes of transportation, including pedestrian and vehicular use and bike parking with connectivity to businesses, government buildings, restaurants, shops and bars.

Commercial Street sustains significant use by pedestrians and vehicles both during the work day and during evenings and weekends due to the restaurants, shops and bars in this area. The heavy use has contributed to the postponement of much needed street rehabilitation, due to relative inconvenience to users of the corridor. Rehabilitation and resurfacing of the street was last completed in the 1980's. In 2017, the City Council prioritized this street for rehabilitation.

BACKGROUND/DISCUSSION:
On February 7, 2018 City Council directed City staff to identify and present options for one-way or closed streets for downtown as part of their six-month strategic objectives. City staff worked with the Future of Nevada County (FoNC), a citizen group, to develop options for pedestrian friendly streets. This included a public participation process for consideration of various options for pedestrian friendly streets including partial closure, full closure or one-way streets. This process included resident and merchant surveys, three public workshops (March 8, 2018, June 2, 2018 and July 24, 2018), and City staff review by Police/ Fire/ Public Works and Engineering Departments. Notices of public meetings were posted in the Union newspaper, and sent by mail to members of Chamber of Commerce and hand delivered to property owners located along portions of Commercial Street and York Street. Lower Commercial Street and York

Street were identified as potential project sites suitable for pedestrian-friendly streetscape/town square space. Survey results were presented to the City Council on September 12, 2018.

At the January 23rd, 2019 City Council meeting, a project plan for a more pedestrian friendly Commercial Street was presented for preliminary review and public comment. City staff received comments and direction was directed by Council to prepare a traffic study prior to further review. City staff subsequently collected traffic data for lower Commercial Street in its configuration as a narrow two-way street with the boardwalk. On Jan. 23, 2019 City Staff also received City Council input on the plan requesting 1) that the street remain open for vehicular traffic (with consideration of one-way); 2) that parking be preserved where possible and 4) that the re-design of Commercial Street be presented to the Planning Commission for project review.

On April 24, 2019 City Council approved a One-Way Street Pilot Project, to allow the continuation of the traffic study to observe the traffic circulation and pedestrian activity with a one-way street and to allow time for driver awareness and traffic patterns to change and adjust to the one-way street conversion. Signage for the one-way street was put in place by City Public Works and over a 6 month period, City staff from the Police, Fire, Public Works and Engineering Departments monitored the streets as it relates to traffic flow, safety and circulation. On January 8, 2020, City Council was presented with the field review data and analysis of One-Way Street Pilot Project, and approved the permanent posting of one-way streets at York Street (between Broad and Commercial) and Commercial Street (between Main and Broad).

On May 8, 2020 City staff submitted a project nomination for SB1 funding (as authorized by Resolution 2018-31). SB1 funding is expected to contribute approximately 50% of the funding for the overall project. Senate Bill 1 (SB 1), is the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide. On August 13, 2020 California Transportation Commission voted to approve the City's allocation request.

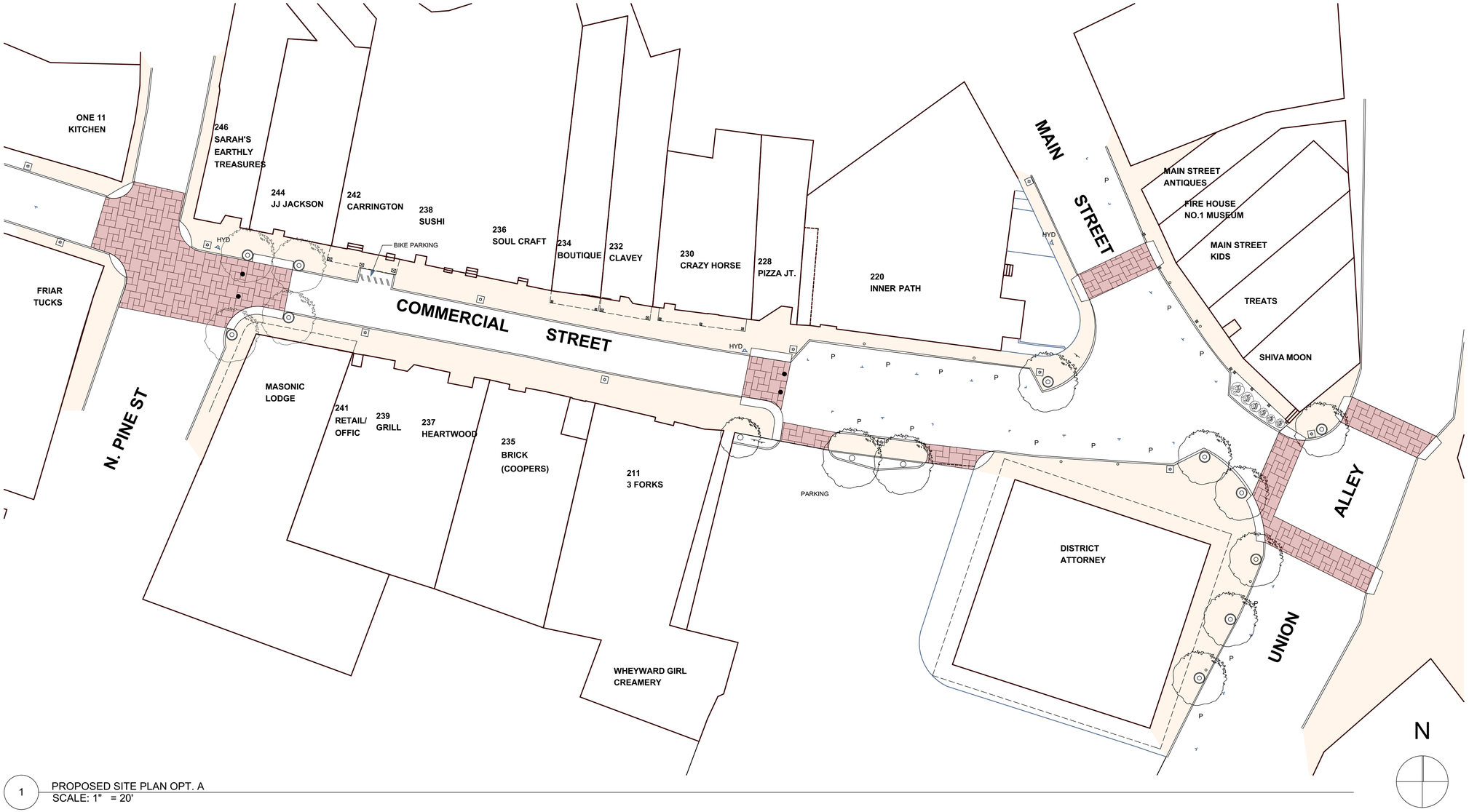
PLANNING COMMISSION REECOMMENDATION:
After considering public comment and reviewing the Commercial Street Phase II conceptual plan, the Planning Commission recommended with a 2-1 vote (one absent, one vacant position) that City Council retain the existing road width and sidewalk widths, and not to proceed with Phase II pedestrian-friendly street improvements, other than repaving improvements.

CITY COUNCIL REVIEW ON AUGUST 26, 2020:
On August 26, 2020 City Council reviewed the Commercial Street Project and provided staff direction to revise the plan with straight curbs and equal widths of sidewalk on each side of the street and to keep historic look. City staff worked with Rebecca Coffman Architecture to revise the plan. The revised plan is presented herein for City Council's review. Two options are being presented which both have the straight curbs and equal width of sidewalk but with slight variations to placement of parking and crosswalks.

ENVIRONMENTAL CONSIDERATIONS: On May 13, 2020, City Council adopted Resolution 2020-29, a Resolution of the City Council of the City of Nevada City, State of California, approving a Notice of Exemption (NOE) for Commercial Street Phase II Improvements

FINANCIAL CONSIDERATIONS: Funding per FY 2019/2020 Measure S funding allocations for Street Improvements and SB1 State funds.

ATTACHMENT:
- ✓ Commercial Street Conceptual Plan
- ✓ Presentation by Historic Society



1 PROPOSED SITE PLAN OPT. A
SCALE: 1" = 20'

OPTION A - PROJECT DESCRIPTION

1. AN ENTRANCE IS CREATED WHERE UNION ALLEY INTERSECTS W/ MAIN ST USING STREET CROSSWALKS AND LIGHTING.
2. CROSSWALKS ON UNION ALLEY CONNECT COMMERCIAL AND MAIN ST TO ROBINSON PLAZA.
3. CROSSWALK ON MAIN STREET PLACED AT FIREHOUSE MUSEUM.
4. CROSSWALK ADDED AT EITHER END OF COMMERCIAL STREET @ ONE-WAY SECTION.
5. REMOVABLE BOLLARDS ADDED AT EITHER END OF COMMERCIAL ST. @ ONE-WAY SECTION
6. COMMERCIAL STREET 14' WIDTH BETWEEN SIDEWALKS @ ONE-WAY SECTION
7. BIKE PARKING @ UPPER WEST OF COMMERCIAL ST.

PARKING NOTES

COMMERCIAL STREET:

1. 3 PARKING SPOTS ON NORTH SIDE OF STREET ALONG INNER PATH. MATCH EXISTING SIDEWALK/PARKING/ROADWAY.
2. 2 PARKING SPOTS ON SOUTH SIDE OF STREET BETWEEN 3 FORKS AND DISTRICT ATTORNEYS. MATCH EXISTING SIDEWALK/PARKING/ROADWAY.
3. 3 PARKING SPOTS ON SOUTH SIDE OF STREET IN FRONT OF DISTRICT ATTORNEY BUILDING. PARALLEL WITH EXISTING BUILDING.

MAIN STREET:

1. PARKING UNCHANGED.

UNION ALLEY:

1. PARKING UNCHANGED.

SYMBOLS

- FIRE HYDRANT
- POST
- STREET LIGHT
- STREET SIGN
- BOLLARD
- PARKING METER
- BIKE PARKING
- TREE
- PLANT-SHRUB

MATERIALS

CROSSWALKS:	CONCRETE PAVERSAS PER ROBINSON PLAZA
SIDEWALKS:	CONCRETE
CURBS:	HISTORIC GRANITE CURBING
TREE WELLS:	IRON TREE GRATES
LIGHT FIXTURES:	EXISTING CITY FIXTURES

RC/A
REBECCA COFFMAN
ARCHITECTURE
205 York Street
Studio A
Nevada City, CA 95959
530.265.3355
REBECCACOFFMAN.COM

COMMERCIAL STREETSCAPE RENOVATION

NEVADA CITY

SITE STUDY OPT. A

ISSUE:

REVISIONS:

NO.	DATE	DESCRIPTION

LICENSED LANDSCAPE ARCHITECT
REBECCA A COFFMAN #4447
Signature
MARCH 31, 2021
Renewal Date
10/8/2020
Date
STATE OF CALIFORNIA

LICENSED ARCHITECT
REBECCA A COFFMAN #5455
Signature
MARCH 31, 2021
Renewal Date
10/8/2020
Date
STATE OF CALIFORNIA

DATE	08 Oct 2020
DRAWN BY	SR | RC
COPYRIGHT	2020
SCALE	

NOTE: FULL SCALE PLANS ARE PRINTED ON 22"x 34" SIZE SHEETS - (11x17 SHEETS ARE HALF SCALE)

SHEET

SD.1

OF SHEETS

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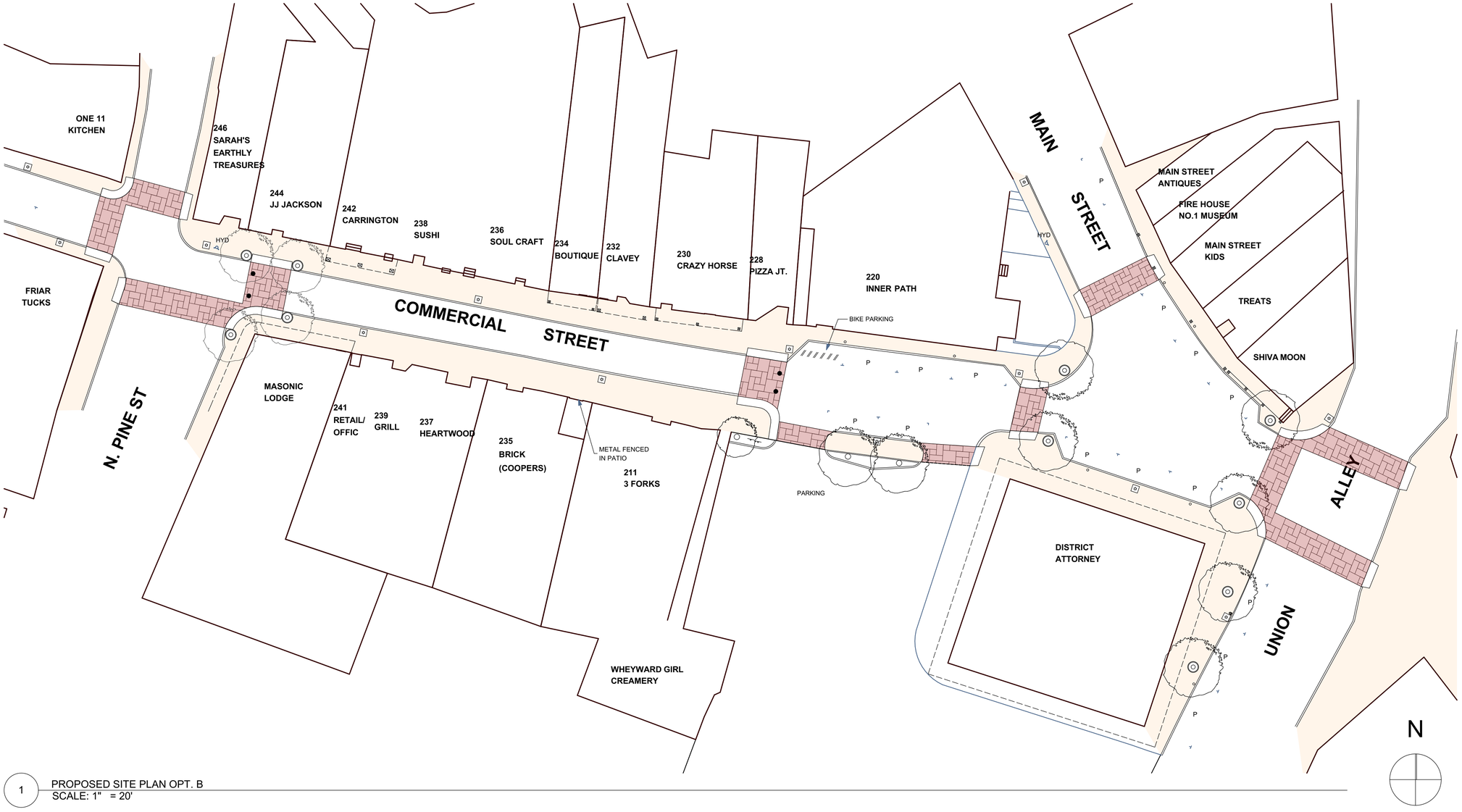

1 PROPOSED SITE PLAN OPT. B
SCALE: 1" = 20'

OPTION B - PROJECT DESCRIPTION

1. AN ENTRANCE IS CREATED WHERE UNION ALLEY INTERSECTS W/ MAIN ST USING STREET TREES, CROSSWALKS AND LIGHTING.
2. CROSSWALKS ON UNION ALLEY CONNECT COMMERCIAL AND MAIN ST TO ROBINSON PLAZA.
3. CROSSWALK ON MAIN STREET PLACED AT FIREHOUSE MUSEUM.
4. SIDEWALK ADDED @ COMMERCIAL AND MAIN ST
5. SIDEWALK ADDED @ EITHER END OF COMMERCIAL ST @ ONE-WAY SECTION
6. REMOVABLE BOLLARDS ADDED AT EITHER END OF COMMERCIAL ST. @ ONE-WAY SECTION
7. COMMERCIAL STREET 14' WIDTH BETWEEN SIDEWALKS @ ONE-WAY SECTION
8. BIKE PARKING @ LOWER EAST END OF COMMERCIAL ST.

PARKING NOTES

COMMERCIAL STREET:

1. 3 PARKING SPOTS ON NORTH SIDE OF STREET ALONG INNER PATH. MATCH EXISTING SIDEWALK/PARKING/ROADWAY.
2. 2 PARKING SPOTS ON SOUTH SIDE OF STREET BETWEEN 3 FORKS AND DISTRICT ATTORNEYS. MATCH EXISTING SIDEWALK/PARKING/ROADWAY.
3. 3 PARKING SPOTS ON SOUTH SIDE OF STREET IN FRONT OF DISTRICT ATTORNEY BUILDING. PARALLEL WITH EXISTING BUILDING

MAIN STREET:

1. 1 PARKING SPOT ADDED ON MAIN STREET IN FRONT OF SHIVA MOON.
2. REMAINING PARKING UNCHANGED.

UNION ALLEY:

1. PARKING UNCHANGED.

SYMBOLS

- FIRE HYDRANT
- POST
- STREET LIGHT
- STREET SIGN
- BOLLARD
- PARKING METER
- BIKE PARKING
- TREE
- PLANT-SHRUB

MATERIALS

CROSSWALKS:	CONCRETE PAVERSAS PER ROBINSON PLAZA
SIDEWALKS:	CONCRETE
CURBS:	HISTORIC GRANITE CURBING
TREE WELLS:	IRON TREE GRATES
LIGHT FIXTURES:	EXISTING CITY FIXTURES

RC/A
REBECCA COFFMAN
ARCHITECTURE
205 York Street
Studio A
Nevada City, CA 95959
530.265.3355
REBECCACOFFMAN.COM

COMMERCIAL STREETSCAPE RENOVATION

NEVADA CITY

SITE STUDY OPT B

ISSUE:
REVISIONS:

NO.	DATE	DESCRIPTION

LICENSED LANDSCAPE ARCHITECT
REBECCA A COFFMAN
Signature
MARCH 31, 2021
Renewal Date
10/8/2020
Date
STATE OF CALIFORNIA
#4451

LICENSED ARCHITECT
REBECCA A COFFMAN
Signature
MARCH 31, 2021
Renewal Date
10/8/2020
Date
STATE OF CALIFORNIA
#34555

DATE 08 Oct 2020
DRAWN BY SR | RC
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SCALE

NOTE: FULL SCALE PLANS ARE PRINTED ON 22"x 34" SIZE SHEETS - (11x17 SHEETS ARE HALF SCALE)

SHEET
SD.2
OF SHEETS

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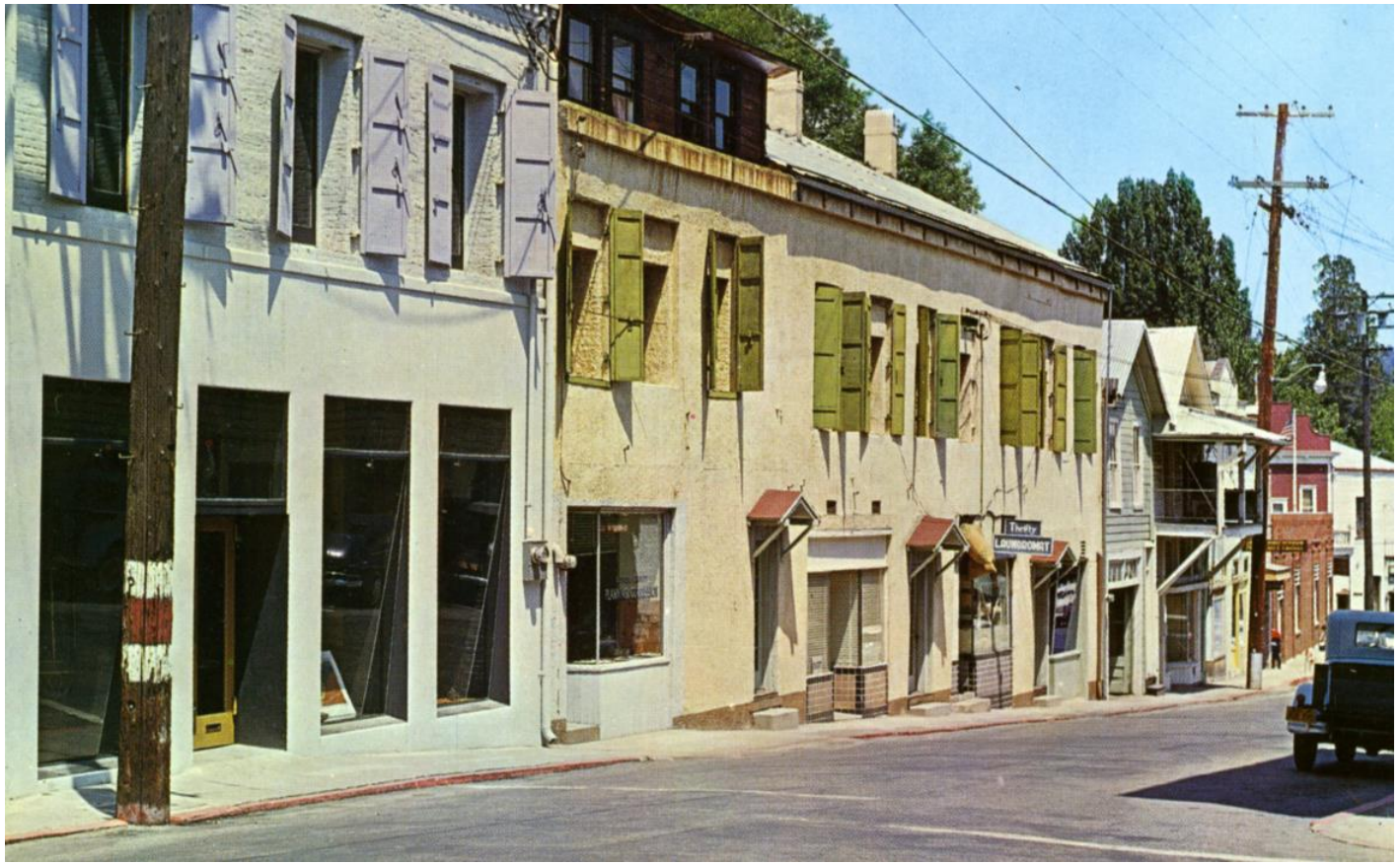
Preserve Commercial St.

Capitalize on what’s there now.

LODGING HOUSE
MALONEY.
COMMERCIAL ST.,
NEVADA CITY, CAL. 246.

Commercial St. Nevada City 1916 19

ANTIQUES
CUSTOMHOUSE
GIFTS
ANTIQUES
The Commerce Center
REAL ESTATE
INSURANCE
TOURISTY
ALMA'S
BEAUTY SALON


Thrifty
LOGWOOD CHEST

OSBORN · WOODS

Dumaine

FIRE
LANE
RIDGID
BRAZ

shutterstock

- The last pictures are ones of streets in the French Quarter in New Orleans. They attract locals and tourists alike without changing their appearance or widening the sidewalks and putting in visually unappealing brick pedestrian crossing markings.

- We should capitalize on Commercial Street’s similarity to the French Quarter. Market it from that approach. It will attract more visitors than the design presented. Enhance the balconies with plantings, spruce up the storefronts but leave the general character, including the sidewalks alone.