



**REGULAR CITY COUNCIL MEETING  
MEETING AGENDA  
WEDNESDAY, MAY 25, 2016**

**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.*

**Jennifer Ray, Mayor**

**Robert Bergman, Council Member**

**Evans Phelps, Vice Mayor**

**Terri Andersen, Council Member**

**Duane Strawser, Council Member**

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The City Council welcomes you to its meetings which are scheduled at 6:30 PM on the 2<sup>nd</sup> and 4<sup>th</sup> 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.

**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.

**REGULAR MEETING – 6:30 PM - Call to Order**

**Roll Call:** Andersen, Bergman, Strawser, Vice Mayor Phelps, & Mayor Ray

**PLEDGE OF ALLEGIANCE**

**PROCLAMATION:** “Celebration of Trails Day” – June 4, 2016

**PRESENTATION:** Kyle Leach, Sierra Streams Institute – Little Dear Creek Restoration Project Update

**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 AND COMMITTEE REPORTS:**

**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:** Consulting Contract for Restoration of Little Deer Creek  
**Recommendation:** Pass Resolution 2016-XX awarding a contract to Stantec Consulting Services, Inc. for California Environmental Quality Act (CEQA) compliance work related to restoration of Little Deer Creek in an amount not to exceed \$21,400 and authorize Mayor to sign.
- B. Subject:** Consulting Contract for Bridge Project  
**Recommendation:** Pass Resolution 2016-XX awarding a contract for a fixed price, not to exceed amount of \$126,280 based on an hourly labor and other rates set forth in Consultant's Cost Proposal to LSA Associates, Inc., Rocklin, CA and authorize Mayor to sign.
- C. Subject:** Memorandum of Understanding with CalFire to assist with Vegetation Management and State Dam Safety Compliance  
**Recommendation:** Pass a motion to approve Memorandum of Understanding with CalFire to assist with vegetation management and State Dam Safety Compliance
- D. Subject:** Quarterly Sales Tax Report – 4<sup>th</sup> Quarter 2015  
**Recommendation:** Receive and file.
- E. Subject:** Fire Activity Report – March 2016  
**Recommendation:** Receive and file.

**4. APPROVAL OF ACTION MINUTES:**

- A. City Council Meeting – May 11, 2016

**5. DEPARTMENT REQUESTED ACTION ITEMS AND UPDATE REPORTS:**

**6. PUBLIC HEARINGS:**

**7. OLD BUSINESS:**

- A. Subject:** Setting a City Council Date for Continuation of Charlotte Dewar Appeal of Planning Commission Decision to Deny the Architectural Review Application to Construct a Front Entry Façade on the Accessory Building located at 254 Boulder Street  
**Recommendation:** Provide direction to staff.

**8. NEW BUSINESS:**

- A. Subject:** Participation in the California Home Energy Renovation Opportunity (HERO) Program  
**Recommendation:** Pass Resolution 2016-XX consenting to inclusion of properties within the City’s jurisdiction in the California HERO Program to finance distributed generation renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure.

**9. CORRESPONDENCE:**

**10. ANNOUNCEMENTS:**

**11. CITY MANAGER’S REPORT:**

**12. ADJOURNMENT**

**Certification of Posting of Agenda**

I, Corey Shaver, Administrative Supervisor for the City of Nevada City, declare that the foregoing agenda for the May 25, 2016 Regular Meeting of the Nevada City City Council was posted May 20, 2016 at the office of the City of Nevada City (City Hall). The agenda is also posted on the City’s website [www.nevadacityca.gov](http://www.nevadacityca.gov).

Signed this May 20, 2016 at Nevada City, California

\_\_\_\_\_, Corey Shaver, Administrative Supervisor

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**CITY OF NEVADA CITY  
City Council  
Long Range Calendar**

June 7, 2016	Municipal Election
June 8, 2016	Regular Council Meeting
June 22, 2016	Regular Council Meeting
July 13, 2016	Regular Council Meeting
July 27, 2016	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](http://www.nevadacityca.gov)

May 25, 2016

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**TITLE: Award Contract to Stantec Consulting Services, Inc. for California Environmental Quality Act (CEQA) Compliance Work Related to Restoration of Little Deer Creek**

**RECOMMENDATION:** Pass Resolution 2016-XX Awarding a Contract to Stantec Consulting Services, Inc. for environmental compliance work related to Restoration of Little Deer Creek Project in an amount not to exceed \$21,400 for California Environmental Quality Act (CEQA) Compliance Work Related to Restoration of Little Deer Creek

**CONTACT:** Dawn Zydonis, Parks & Recreation Supervisor  
Bill J. Falconi, Assistant City Engineer

**BACKGROUND / DISCUSSION:** In January 2016, the City was awarded \$325,000 from the Urban Streams Restoration Grant Program to restore Little Deer Creek where it runs through Pioneer Park to mitigate flood issues on Pioneer Park's lower field. The grant budget includes funding to hire a consultant to complete the CEQA compliance process.

In accordance with City procurement requirements, the following bids were received through a Request for Proposals process:

- |                                      |          |
|--------------------------------------|----------|
| 1) Stantec Consulting Services, Inc. | \$21,400 |
| 2) Garcia and Associates             | \$23,072 |
| 3) LSA Associates, Inc.              | \$38,700 |

After review of the three bids, staff recommends awarding a contract to Stantec to complete the needed CEQA compliance.

**ENVIRONMENTAL CONSIDERATIONS:** Not applicable

**FISCAL IMPACT:** Consultant expenses will be 100% covered by grant funds.

**ATTACHMENTS:**

- ✓ Proposed Agreement with Stantec Consulting Services, Inc.
- ✓ Resolution 2016-XX



## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective May 18, 2016 (the "Agreement Date") by and between:

**"CLIENT"**

Name: CITY OF NEVADA CITY  
Address: 317 Broad Street, Nevada City, CA 95959  
Phone: 530-265-2496 ext 129 Fax: 530-265-0187  
Representative: Dawn Zydonis, Parks & Recreation Supervisor

**"STANTEC"**

Name: STANTEC CONSULTING SERVICES INC.  
Address: 101 Providence Mine Road, Suite 202, Nevada City CA 95959-2938  
Phone: 530-470-0515 Fax: 916-773-8448  
Representative: Morgan Kennedy, Project Manager- Vegetation Ecologist

PROJECT NAME (the "PROJECT"):

CEQA Consulting Services - Little Deer Creek Restoration and Flood Mitigation Project, Pioneer Park

**DESCRIPTION OF WORK:** STANTEC shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and STANTEC by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

**DESCRIPTION OF CLIENT:** The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

**COMPENSATION:** Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with STANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

**REPRESENTATIVES:** Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

**CLIENT'S RESPONSIBILITIES:** The CLIENT shall provide to STANTEC in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to STANTEC all relevant information or data pertinent to the PROJECT which is required by STANTEC to perform the SERVICES. STANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by STANTEC, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable STANTEC to carry out the SERVICES. Whether arranged by the CLIENT or STANTEC, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTEC 's entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTEC in the performance of the SERVICES.

**STANTEC's RESPONSIBILITIES:** STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, STANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC 's performance. There are no other representations or warranties expressed or implied made by STANTEC. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by STANTEC nor shall STANTEC warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTEC's reasonable control. STANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTEC from any demands, claims, suits or actions of third parties arising out of STANTEC's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

**TERMINATION:** Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay STANTEC for the SERVICES performed to the date of termination. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated.

**SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days in the aggregate, STANTEC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, STANTEC may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

**ENVIRONMENTAL:** Except as specifically described in this AGREEMENT, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by STANTEC are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

**BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS:** STANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, STANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTEC, through no fault of STANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**COST AND SCHEDULE OF CONSTRUCTION WORK:** In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

**LIMITATION OF LIABILITY:** The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of STANTEC.

It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to STANTEC for the SERVICES or \$500,000. No claim may be brought against STANTEC in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**DOCUMENTS:** All documents prepared by STANTEC or on behalf of STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to STANTEC of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by STANTEC. These documents may not be used for any other purpose without the prior written agreement of STANTEC. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by STANTEC in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to indemnify STANTEC from any claims advanced on account of said reuse or modification.

Any document produced by STANTEC in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of STANTEC, which may be withheld at STANTEC's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of STANTEC's standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

**PROJECT PROMOTION:** Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include STANTEC in such Project Promotion.

**FORCE MAJEURE:** Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**GOVERNING LAW:** This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** Neither the CLIENT nor STANTEC shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** STANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. STANTEC will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of STANTEC or any of STANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT.

**ENTIRE AGREEMENT:** This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

**SEVERABILITY:** If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.

**THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.**

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above.

**CITY OF NEVADA CITY**

**STANTEC CONSULTING SERVICES INC.**

\_\_\_\_\_  
Print Name and Title

M. Bernadette Bezy, Principal  
\_\_\_\_\_  
Print Name and Title

Signature \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Signature \_\_\_\_\_





## PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the AGREEMENT BETWEEN:

CITY OF NEVADA CITY  
(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.  
(hereinafter called "STANTEC")

EFFECTIVE: May 18, 2016

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: STANTEC shall perform the following SERVICES:

STANTEC shall render to CLIENT the services described in the Proposal for CEQA Consulting Services – Little Deer Creek Restoration and Flood Mitigation Project, Pioneer Park, Nevada City, California attached hereto as Attachment "B".

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: May 2016  
Estimated Completion Date: SERVICES will be provided and the Deliverables submitted in timely fashion to comply with the Schedule set forth on page 13 of the Proposal attached as Attachment "B".

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:

The work will be conducted on a time and materials basis with charges for the SERVICES rendered made in accordance with the Fee Estimate section on page 14 of the Proposal attached as Attachment "B", not to exceed a total of Twenty-One Thousand Four Hundred Dollars (\$21,400.00) for all SERVICES.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTEC with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on STANTEC's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

No additional conditions

ADDITIONAL  
ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

Rate Table

March 29, 2016 Proposal letter (Attachment "B")

INSURANCE  
REQUIREMENTS:

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

**General Liability:** Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

**Automobile Liability:** Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

**Professional Liability:** Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

**Workers' Compensation:** As prescribed by applicable law.

**Certificates:** Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

**SCHEDULE OF BILLING RATES – 2016**

Billing Level	Hourly Rate	Description
4	\$84	<b>Junior Level position</b> <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years experience
5	\$92	
6	\$101	<b>Fully Qualified Professional Position</b> <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years experience
7	\$109	
8	\$118	
9	\$127	<b>First Level Supervisor or first complete Level of Specialization</b> <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years experience
10	\$137	
11	\$148	
12	\$161	<b>Highly Specialized Technical Professional or Supervisor of groups of professionals</b> <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years experience with extensive, broad experience
13	\$173	
14	\$186	
15	\$196	<b>Senior Level Consultant or Management</b> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years experience with extensive experience
16	\$216	
17	\$252	
18	\$294	<b>Senior Level Management under review by Vice President or higher</b> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, 15 years experience with extensive professional and management experience
19	\$319	

Note: Rates subject to escalation at end of calendar year.





**Stantec Consulting Services Inc.**  
101 Providence Mine Road Suite 202, Nevada City CA 95959-2938

March 29, 2016

**Attention: William J Falconi**  
Nevada City Public Works  
317 Broad Street  
Nevada City, CA 95959

Dear Mr. Falconi,

**Reference: Proposal for CEQA Consulting Services - Little Deer Creek Restoration and Flood Mitigation Project, Pioneer Park, Nevada City, California**

We are pleased to submit this scope of services and fee estimate for the CEQA Consulting Services on the Little Deer Creek Restoration and Flood Mitigation Project, Pioneer Park, Nevada City, California. We understand that the City of Nevada City (City) intends to implement the proposed project in 2017 and therefore requires an Initial Study/Mitigated Negative Declaration (IS/MND) by June 2016 to allow time for project permitting.

At Stantec Consulting Services Inc. (Stantec), we have a long history of providing similar services to clients throughout the Sierra, and we are very familiar with the environmental issues and challenges involved with the proposed project area, Pioneer Park. Specifically, our team has facilitated successful California Environmental Quality Act (CEQA) compliance for public agency restoration and infrastructure projects throughout the Sierras and foothills.

Almost all of our projects are for water purveyors and municipalities and entail water quality improvements, flow adjustments, and restoration of stream systems. These include projects for: Nevada City, Nevada Irrigation District, Donner Summit Public Utility District, Meadow Vista County Water Agency, Heather Glen Public Utilities District, Bear Valley Water District, Tuolumne Utilities District, San Andreas Sanitary District, Amador Water Agency, the Town of Truckee, City of Loyalton, City of Auburn, City of Colfax, City of Lincoln, and Placer County. Recent stream restoration projects include CEQA compliance, permitting, restoration design and construction monitoring on a tributary to the South Fork of the Yuba River near Big Bend and similar CEQA life cycle services for two tributaries to Coon Creek in Placer County. Our local staff have also conducted monitoring and stream assessments in Deer Creek for Nevada City (at the Wastewater Treatment Plant). Additionally, our Nevada City office specializes in environmental compliance support for recreation and specifically, trail development projects. These include current environmental work for Placer County on the Memorial Overland Emigrant Trail Project near Donner Summit and the Truckee River Access Trail Project along Hwy 89. Equally important, our team lives, works, and recreates in and around Nevada City. Our roots are here, and our office, located just a mile from Pioneer Park, has been in Nevada City for 11 years. This is a unique and special opportunity for us, and many people never get a chance like this to have such an impact on their own home. This is our community and we care.

*Design with community in mind*



March 29, 2016  
Mr. William J Falconi  
Page 2 of 16

**Reference: Proposal for CEQA Consulting Services - Little Deer Creek Restoration and Flood Mitigation Project, Pioneer Park, Nevada City, California**

Our local and highly qualified environmental staff, including land use planners, hydrologists, environmental scientists, biologists, botanists, and archaeologists, are experienced with CEQA compliance requirements for projects such as the proposed Little Deer Creek Restoration and Flood Mitigation Project. We are also quite familiar with the robust database and long term monitoring and familiarity that the Sierra Streams Institute (SSI) staff have on the Deer Creek watershed. We know the local habitat, regulators, and stakeholders. Environmental compliance for stream and recreation-related projects in the Sierra Nevada is our niche expertise.

## Project Understanding

We understand that the City is requesting proposals for CEQA Consulting Services for the Little Deer Creek Restoration and Flood Mitigation Project located at Pioneer Park in Nevada City, California. The project is funded by a Grant awarded to the City and Sierra Stream Institute (SSI) by the California Department of Water Resources (DWR) under the Urban Streams Restoration Program, Water Code 7048. We also understand the proposed project includes three work phases:

1. Restoration of Little Deer Creek, a tributary of Deer Creek, in the reach passing through Pioneer Park by removing concrete channelization and a soil berm along the right bank, channel widening and placement of rock and woody debris to enhance habitat. Excavated concrete will be recycled off-site. Excavated soil will likely require off-site disposal at a Class 2 landfill due to elevated naturally occurring arsenic concentrations.
2. Flood Mitigation by re-grading the Pioneer Park lower playing field to create enhanced floodplain connectivity and improve drainage of the playing field. The project also includes stripping of the existing turf and underlying soil, topsoil replacement and final grading, seeding or installation of sod, and irrigation system improvements.
3. Trail Improvements to complete a "Roll and Stroll" trail around the Pioneer Park lower playing field. A majority of the trail will traverse existing paved pathways or grass surfaced areas. A section of the trail along the north side of the creek will require soil grading and aggregate surfacing. A second trail section along the eastern parking lot will require construction of a sidewalk or curb.

A detailed Project Description, Schedule, Construction Scenario and relevant Site Maps will be provided to the selected consultant by the City or Sierra Streams Institute project manager.

We also understand the City will be the lead agency for CEQA. Based on existing site conditions and the proposed scope of the project, it is assumed that an Initial Study and Mitigated Negative Declaration will be required for project approval.



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**Reference: Proposal for CEQA Consulting Services - Little Deer Creek Restoration and Flood Mitigation Project, Pioneer Park, Nevada City, California**

Funding for the Little Deer Creek Restoration and Flood Mitigation Project was awarded by DWR to the City with Sierra Streams Institute as a non-profit partner. The City will manage all contracting and financial aspects of the project and will provide engineering and construction management services. Sierra Streams Institute will be the project lead for project planning and design, CEQA permitting and implementation with assistance and coordination of City staff.





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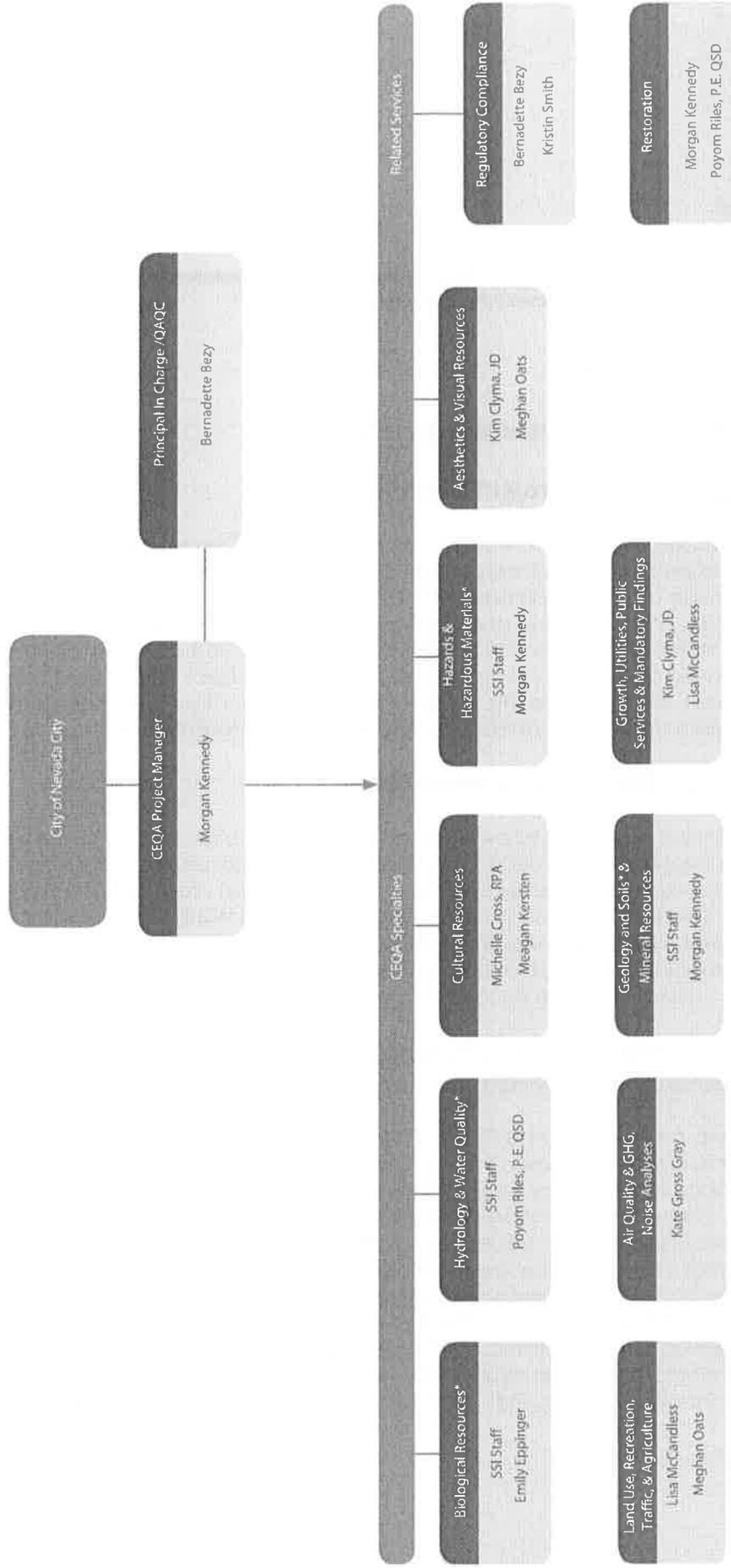
**Reference: Proposal for CEQA Consulting Services - Little Deer Creek Restoration and Flood Mitigation Project, Pioneer Park, Nevada City, California**

## Project Team

In developing a team for the proposed Project, Stantec looked to managers who have proven success with managing restoration and stream compliance work locally. Successful project or program management comes from providing high quality client service while efficiently managing costs. With a CEQA team in Nevada City for ten years and over 40 local CEQA compliance projects in Nevada County, our entire team will be staffed from our full service Nevada City office CEQA specialists. The team of resource specialists for this project have spent years working with similar programs and have identified ways to reduce costs while maintaining high work quality. The Project Team will be led by Morgan Kennedy, a local landscape ecologist who specializes in CEQA compliance, permitting and restoration ecology. In addition to facilitating CEQA compliance, Morgan will be responsible for fostering our culture of Safety First on this project. Bernadette Bezy, a local CEQA practitioner and aquatic biologist with over 10 years of enjoying Nevada City parks, local streams, and local CEQA compliance experience will provide Principal and QA/QC oversight on the project. Below is an organizational chart and we have included key resumes an attachment to this proposal.

QUALIFICATIONS OF KEY PERSONNEL

Organization Chart



\*Sections to be Reviewed and Finalized by Stantec



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**Reference: Proposal for CEQA Consulting Services - Little Deer Creek Restoration and Flood Mitigation Project, Pioneer Park, Nevada City, California**

## Scope of Services

### **Task 1: CEQA Compliance Services**

#### **Task 1.1: Prepare CEQA Project Description**

An accurate project description at the onset can save time and money through the development of the CEQA document. Stantec will prepare a CEQA-level project description. The project description will include a detailed discussion of the purpose and need for the project, project goals and objectives, project staging and construction schedule, and other pertinent issues. A draft project description will be submitted to City staff for review and comment. Stantec will incorporate one round of City comments and prepare a final project description for inclusion in the CEQA document. In order to do this, we assume, SSI and the City will provide general details of the project description for Stantec adaptation into a CEQA compliant chapter.

#### **Task 1.2: Review Background Information**

Stantec assumes SSI will review the following background information related to the project: National Wetland Inventory (NWI), USGS topographic maps, aerial photos, soil survey, and site photos, updated special-status species information for the project area (updated search of the California Natural Diversity Database [CNDDDB] and U.S. Fish and Wildlife Service electronic species list for Nevada County) for the development of their CEQA sections as specified in the RFP. Under this task, Stantec will review baseline documents provided by SSI, the relevant City General Plan sections, and the Cultural Resource Records Search from the North Central Information Center.

#### **Task 1.3: Administrative Draft CEQA Initial Study/Mitigated Negative Declaration (IS/MND)**

Stantec will develop an Administrative Draft CEQA Initial Study and Mitigated Negative Declaration (IS/MND) for the proposed Project. Stantec assumes that an IS/MND will be sufficient for CEQA compliance for the Project. If The City determines the results of the Initial Study indicate an EIR is required, Stantec will submit an additional scope of work. The Administrative Draft IS/MND will include an executive summary, project description, environmental setting section, and a CEQA Environmental Checklist (Initial Study), impact analysis for potential sensitive environmental resources in the proposed project area and acronyms list. If any potentially significant impacts to the environment are discovered through the Environmental Checklist (Initial Study) process, Stantec, in conjunction with City and SSI staff, will develop adequate mitigation measures to reduce project impacts to less than significant levels. The anticipated CEQA sections that may require mitigation include the following: air quality, water quality & hydrology, geology & soils,



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**Reference: Proposal for CEQA Consulting Services - Little Deer Creek Restoration and Flood Mitigation Project, Pioneer Park, Nevada City, California**

mineral resources, cultural resources, biological resources, transportation & traffic, and noise. Stantec assumes Nevada City will provide information regarding baseline conditions and the impact analysis for geology and soils, hydrology and water quality, hazards and hazardous materials and biological resources. Specifically, Stantec will address the resources area impact assessments identified in Appendix G of the CEQA guidelines in the manner discussed below;

- **Aesthetics.** Aesthetic impacts to the Pioneer Park area will likely be beneficial in the long term; however, the project will have some temporary visual impacts during construction. Stantec is located in Nevada City and our environmental planners are familiar with the aesthetic attributes of the Park area. Under this task, a local Stantec land use planner will develop a CEQA compliant aesthetics section for City review.
- **Agricultural Resources.** The agricultural resources section of the CEQA Guidelines include impact to forest resources. We assume that project will have no significant tree removal; however, under this task Stantec will complete the due diligence database searches necessary to document this estimated lack of significant impact.
- **Air Quality and Greenhouse Gases.** Stantec will conduct a construction and operational air quality assessment of project-level and cumulative impacts using the California Emissions Estimator Model (CalEEMod). Stantec will verify if any air quality standards are violated and propose mitigation to minimize construction related dust or other air quality and greenhouse gas emissions. We assume SSI or City staff will provide estimates of the construction equipment types and use durations to facilitate the air quality impact assessment and modeling.
- **Aquatic and Terrestrial Biological Resources (SSI).** We have included an updated California Natural Diversity Database as an attachment to this proposal and are familiar with the key species associated with this region, as well as the temporary impact types associated with stream restoration projects. As such, a Stantec biologist/ restoration ecologist will review the SSI drafted biological resources section for CEQA compliance and consistency with the overall IS/MND.
- **Hazards and Hazardous Materials (SSI).** We understand SSI has extensive data on the soil composition and the potential for hazardous materials on site, as such SSI staff will provide a draft Hazards and Hazardous materials section. We understand this will include a report documenting proposed soil sampling and analysis for a Monitoring and Assessment Plan currently under review by State agencies. Stantec can facilitate this section by providing regulatory baseline section information and technical review for CEQA compliance and document consistency.



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**Reference: Proposal for CEQA Consulting Services - Little Deer Creek Restoration and Flood Mitigation Project, Pioneer Park, Nevada City, California**

- **Geology and Soils (SSI).** We understand SSI will develop the geology and soils baseline and impact assessment. Under this task Stantec can provide regulatory baseline information and consistency review to facilitate seamless incorporation of this section into the CEQA document. Stantec will also work with SSI to provide some standard BMP and mitigation measure language for review and incorporation into the document, if necessary.
- **Hydrology and Water Quality (SSI).** Stream restoration has the potential for temporary hydrology and water quality impacts. We understand SSI will draft this section of the document including a summary of previous water quality monitoring results from the site. Under this task, a local Stantec hydrology and water quality specialist, Poyom Riles will provide regulatory baseline information for incorporation into the CEQA section. In addition, Poyom will review this section for CEQA compliance and document consistency, providing standard mitigation options to SSI and the City for consideration.
- **Cultural Resources.** Under this task, Stantec will assist Sierra Streams Institute and The City with CEQA cultural resources compliance. A Stantec archaeologist, Meagan Kersten who is local to Nevada City, will complete a records search at the North Central Information Center (NCIC) and review background cultural resources literature. We assume the NCIC fees will be no more than \$250 and the City will pay them directly.

Meagan, who is familiar with the Park area, will also complete a reconnaissance-level pedestrian survey of the entire project area. The survey will use transects spaced no greater than 15 meters apart. Recordation and updates of cultural resources within the Project Area will be provided on Department of Parks and Recreation (DPR) 523 forms. Cultural resources will also be photographed and mapped using a sub-foot accuracy Trimble GPS.

After completing the records search, literature review, and survey, the qualified local Stantec archaeologist will draft the Cultural Resources section of the CEQA document. The Cultural Resources section will include a regulatory setting, environmental and cultural setting, the results of the records search, literature review, the City's AB52 consultations, and cultural resources survey. The cultural resources section will also include analysis of potential impacts to cultural resources as a result of the proposed restoration project and development of mitigation measures.

**Optional Task A: Assistance with Assembly Bill 52 (AB 52) Compliance:** In accordance with AB 52, CEQA lead agencies (i.e., Nevada City) are required to consult with Native American representatives early in the CEQA process. If the City requires assistance with AB52 consultations, Stantec will complete the following:



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**Reference: Proposal for CEQA Consulting Services - Little Deer Creek Restoration and Flood Mitigation Project, Pioneer Park, Nevada City, California**

- If the City does not already have a list of Native American Tribes that have requested to be consulted on City projects, Stantec will contact the Native American Heritage Commission (NAHC) on behalf of the City and request a Local Government Tribal Consultation List and a Sacred Lands File Search for the Project Area.
- Once a response is received from the NAHC or a list of Native American representatives is provided by the City, Stantec will draft and send letters notifying the Native American representatives of the proposed project. Letters should be on City letterhead and signed by someone with the City. This task includes one round of City review of the letter.
- If Native American representatives request consultation on a project, Stantec can provide additional support on an hourly basis.
- **Land Use and Planning.** Under this task, a local Stantec Land Use Planner, Lisa McCandless will review the City General Plan, Land Use and Zoning and document and disclose project consistence with said planning documents.
- **Mineral Resources.** Under this task, Stantec will review publically available databases and the SSI drafted geology and soils data to document and disclose any potential impacts to mineral resources.
- **Noise.** Under this task, a local Stantec Environmental Scientist familiar with the project area, will utilize the specific equipment type and use duration information summarized for the air quality impact analysis section and assess the potential for significant impacts to sensitive receptors in the area. This will include a review of the Nevada City general plan noise control specification in relation to the potential project noise estimations. Stantec will propose standard noise mitigation for City review.
- **Population and Housing.** We assume there will be no changes in the impacts to population and housing; however, under this task a Stantec land use planner will complete the due diligence public disclosure of potential impacts as required under the CEQA Guidelines.
- **Public Services.** Under this task, a local Stantec land use planner will develop an assessment of potential temporary impacts to public services, including emergency ingress and egress to the project area, fire hazards, among other CEQA required assessments of service impacts.
- **Recreation.** We assume the proposed project will have a temporary impact to recreation at the project site. Under this task, a local Stantec land use planner/recreation specialist, Lisa McCandless, who is familiar with the site will draft an impact analysis to this resource, including proposed mitigation measures for City review.



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**Reference: Proposal for CEQA Consulting Services - Little Deer Creek Restoration and Flood Mitigation Project, Pioneer Park, Nevada City, California**

- **Transportation.** Stantec will utilize GIS and City data in combination with proposed construction layouts to assess the potential temporary access, lay down area and construction impacts to transportation and traffic in the area around Pioneer Park. We will include proposed mitigation measures and/or Best Management Practices for City review.
- **Utilities and Service Systems.** Under this task, Stantec will assess baseline and potential disruptions to local utilities. Our land use planner will also develop standard protective measures to avoid and minimize utility disruptions.
- **Mandatory Findings of Significance.** Under this task, Stantec will develop an assessment of mandatory findings, including an assessment of potential cumulative impacts to biological and cultural resources, as well as the health and safety of human beings.

**Deliverable:**

One (1) Word and PDF electronic copy of the Administrative Draft CEQA document.

**Task 1.4: Public Draft CEQA Initial Study/Mitigated Negative Declaration (IS/MND)**

Stantec will submit the Administrative Draft IS/MND to SSI/City staff for one round of review., Stantec will integrate one set of SSI/City compiled comments and changes into the document and will develop a Public Draft IS/MND. Stantec will provide one electronic copy of the CEQA document to the City and SSI for reproduction and distribution along with a mailing list of required recipients. In total, in addition to the number of copies necessary for Council review, one copy of the NOC, 15 summary forms, and 15 CDs of the Public Draft IS/MND will need to be submitted to the SCH to be distributed to State agencies for review and comments. Per the RFP Stantec assumes the City and SSI will complete the document reproduction and mailings. We also assume the City will be responsible fees associated with publications and the California Department of Fish and Wildlife and Nevada County CEQA filings. Stantec will provide reproduction and mailing guidance and can conduct these services under a separate scope upon request.

After the 30-day public review period is completed, comments made by State agencies and the public will be reviewed by Stantec. In conjunction with Nevada City, Stantec will formally respond in writing to comments that pertain to potentially significant impacts. We have allotted up to 8 hours to respond to comments; however, under a separate task order this estimate can be adjusted up or down depending on the number of comments received. Stantec will develop the Mitigation Monitoring and Reporting Program (MMRP) as part of the CEQA compliance process.



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**Reference: Proposal for CEQA Consulting Services - Little Deer Creek Restoration and Flood Mitigation Project, Pioneer Park, Nevada City, California**

Under this task, the Stantec Project Manager will also provide information for all required postings, public notifications, public meetings and other required activities with the assistance and coordination of the City and SSI. We assume that in accordance with CEQA guidelines, the City will utilize publication and/or posting methods for public noticing.

**Deliverable:**

One (1) Word and PDF electronic copy of the Public Draft CEQA document and MMRP.

**Task 1.5: Adoption of the CEQA Document and Filing of the Notice of Determination**

The Stantec project manager will attend one Nevada City Council Meeting to provide technical support to staff during the public hearing and CEQA document certification process. We assume the Nevada City project manager will be responsible for the Council presentation of the CEQA Summary of Findings; however, if needed we can provide optional presentation development support at our hourly rates. During the Nevada City Council Meeting, the public will have the opportunity to comment on the CEQA IS/MND and the Project prior to City Council approval and adoption. Once the City Council approves and adopts the CEQA document, Stantec will file a Notice of Determination (NOD) with the SCH to Nevada County on behalf of Nevada City. Stantec assumes Nevada City will pay all direct filing fees.

**Deliverable:**

One (1) PDF electronic copy of the Notice of Determination

**Task 1.6: CEQA Project Management**

Under this task, Stantec will communicate the CEQA Service project plan, facilitate and communicate safety considerations, coordinate site access and report review with Nevada City. We will also perform all QA/QC reviews of all documentation.

**Optional Task B: Environmental Permitting Services**

The following permits will likely be required for the proposed Project. We understand that SSI will lead the permitting efforts. That said, Stantec also knows the regulators and can meet their needs efficiently. We recommend SSI initiate the permitting process once the Project Description is complete and in conjunction with the CEQA process to avoid any last minute delays. Upon request and under a separate scope, Stantec can provide Nevada City and SSI support with the following permit applications and permitting processes:



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**Reference: Proposal for CEQA Consulting Services - Little Deer Creek Restoration and Flood Mitigation Project, Pioneer Park, Nevada City, California**

- US Army Corps of Engineers Clean Water Act Section 404 Compliance Support
- Regional Water Quality Control Board (RWQCB) Clean Water Act Section 401 Water Quality Certification Application
- US Fish and Wildlife Service (USFWS) Federal Endangered Species Act (FESA) Section 7 Compliance Support – *No effect documentation required by the Corps*
- National Historic Preservation Act (NHPA) Section 106 Compliance Support
- California Department of Fish and Wildlife (CDFW) Stream and Lakebed Alteration Agreement Application
- Agency Follow-up

## Key Recommendations and Assumptions

The Stantec team recommends our staff work in close coordination with the Project engineers to provide pertinent environmental information and aid in streamlining avoidance and mitigation solutions as they pertain to potential adjustments to the project. Based on this process and our preliminary constraints analysis we have assumed an IS/MND is the sufficient level of CEQA analysis. Stantec assumes the following:

- We assume Nevada City will pay for a cultural resource records search through the North Central Information Center.
- We assume all known cultural resources will be avoided.
- We also assume The City will pay for CEQA related fees, including CDFW and Nevada County CEQA filing fees.
- A site visit with Native American representatives is not anticipated for this project. If a site visit is necessary, Stantec can provide additional support at our hourly rates.
- We assume, based on our understanding of the area, that SSI will find there will be no effect on federally listed special status species.



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**Reference: Proposal for CEQA Consulting Services - Little Deer Creek Restoration and Flood Mitigation Project, Pioneer Park, Nevada City, California**

## Insurance

Before any services are provided under an executed agreement, Stantec shall procure, and maintain in effect during the term of the agreement, insurance coverage in amounts and on terms not less than set forth below.

**General Liability:** Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

**Automobile Liability:** Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

**Professional Liability:** Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Stantec in the amount of \$1,000,000 per claim and in the aggregate.

**Workers' Compensation:** As prescribed by applicable law.

**Certificates:** Upon request, Stantec shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the Client.

## Schedule

We understand that field implementation of the proposed project is tentatively scheduled for summer and early fall 2017 pending CEQA approval and all required permits. A draft CEQA Initial Study/Mitigated Negative Declaration can be completed by June 30, 2016 in order to allow adequate time for project permitting approvals. Stantec has worked on many local projects with strict deadlines associated with funding or construction window constraints. On small projects such as the locally relevant Banner Taylor Reservoir to large complicated state and federally funded projects, such as the Placer County Midwestern Regional Sewer Project EIR and Permitting, the Stantec team has a proven ability to work seamlessly with local public agencies and project proponents to facilitate efficient and collaborative CEQA document development.

Specifically, Stantec can begin work immediately upon completion of a signed task order and depending on the SSI section development timeline can provide the Administrative Draft CEQA ISMND within two months of Task Order Execution and the Public Draft CEQA ISMND within three months of Task Order Execution.



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**Reference: Proposal for CEQA Consulting Services - Little Deer Creek Restoration and Flood Mitigation Project, Pioneer Park, Nevada City, California**

## Fee Estimate

This scope of work will be conducted on a time and materials basis with a not to exceed amount of **\$21,400**. A complete cost summary is included in Table 1 below.

**Table 1 Fee Estimate for CEQA Consulting Services – Little Deer Creek Restoration and Flood Mitigation Project, Pioneer Park, Nevada City, California**

Task 1: CEQA Compliance Services	Estimated Fee
1.1 Prepare CEQA Project Description	\$1,300
1.2 Review Background Information	\$500
1.3 Administrative Draft IS/MND	\$16,000
1.4 Public Draft ISMND	\$1,400
1.5 Response to Public Comments and Public Hearing Support	\$1,200
1.6 CEQA Project Management	\$1,000
<b>Subtotal</b>	<b>\$21,400</b>

Stantec can begin work on this Project with SSI and the City once a signed contract has been finalized. If you have any questions regarding this scope of services and fee estimate for the proposed project, please feel free to contact Morgan Kennedy or Bernadette Bezy at the phone numbers or emails listed below. We look forward to supporting you on this project.

Sincerely,

**STANTEC CONSULTING SERVICES INC.**

Morgan Kennedy  
Vegetation Ecologist  
Phone: (530) 470-0515  
Fax: (530) 470-0518  
Cell: (916) 606-0406  
Morgan.Kennedy@stantec.com

Bernadette Bezy  
Principal  
Phone: (530) 470-0515  
Fax: (530) 470-0518  
Bernadette.Bezy@stantec.com

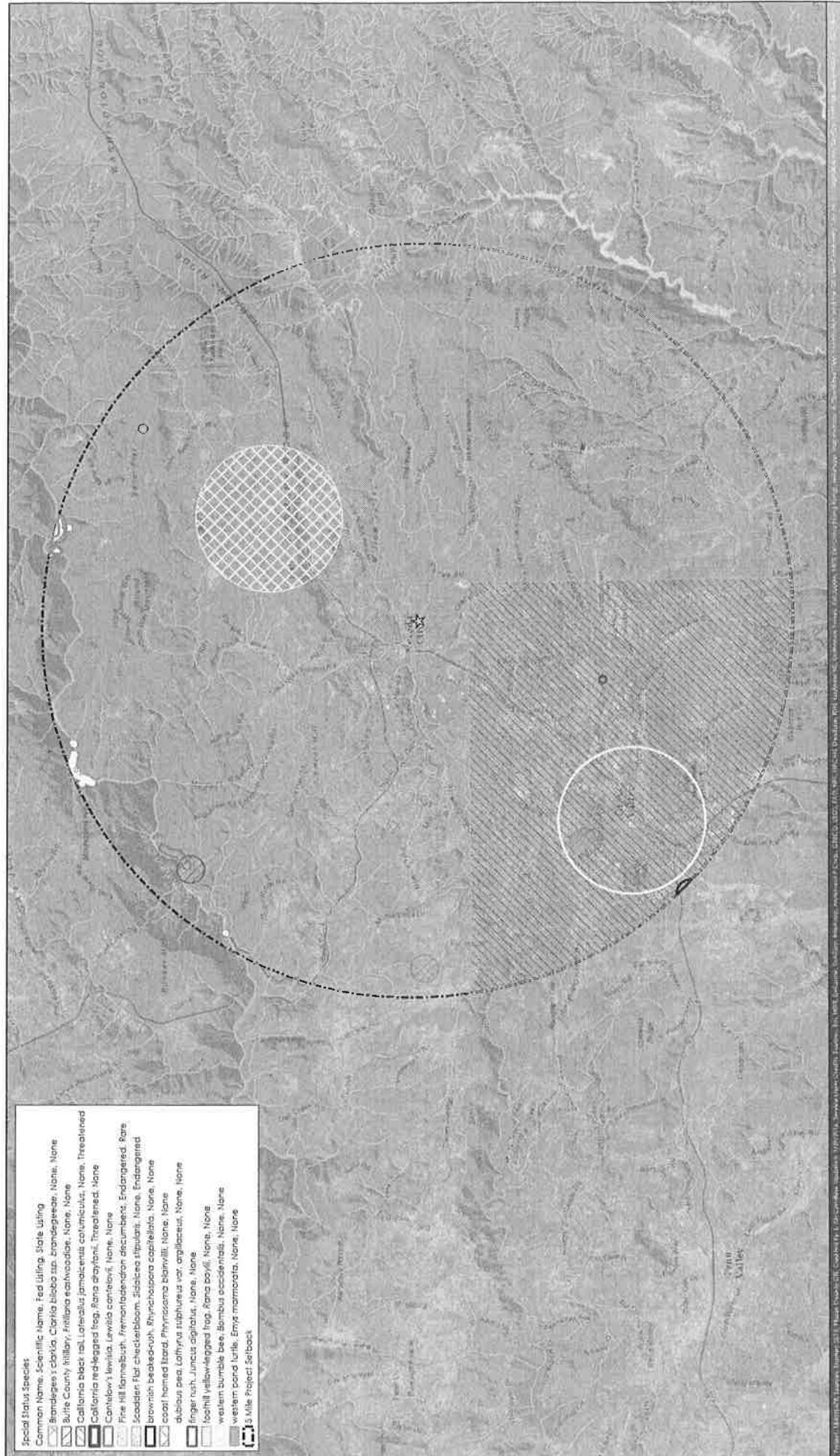


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**Reference: Proposal for CEQA Consulting Services - Little Deer Creek Restoration and Flood Mitigation Project, Pioneer Park, Nevada City, California**

Attachments: 2016 California Natural Diversity Data Base Map  
Project Team Resumes

c. Kate Gross Gray, Environmental Scientist, Stantec  
Meagan Kersten, Archeologist, Stantec  
Lisa McCandless, Land Use Planner, Stantec



Symbol	Common Name	Scientific Name	Fed Listing	State Listing
White circle	Branched-stemmed cholla	<i>Cylindropuntia setaceae</i>	None	None
White circle	Bullfrogs	<i>Rana sierrae</i>	None	None
White circle	California black oak	<i>Quercus kelloggii</i>	None	Threatened
White circle	California red-legged frog	<i>Rana aurora</i>	Threatened	None
White circle	Canebrake	<i>Arundo donax</i>	None	None
White circle	Fine hill forsythia	<i>Forsythia viridis</i>	None	None
White circle	Scudder flag	<i>Scudder's flag</i>	Endangered	None
White circle	Brownish beaked wren	<i>Troglodytes aedon</i>	None	None
White circle	Coastal horned lizard	<i>Phrynosoma merrilli</i>	None	None
White circle	Dubious pea	<i>Lathyrus subsp. var. argilacteus</i>	None	None
White circle	Finger rush	<i>Juncus digitatus</i>	None	None
White circle	Foot-hill yellow-legged frog	<i>Rana boylei</i>	None	None
White circle	Western bumble bee	<i>Bombus occidentalis</i>	None	None
White circle	Western pond turtle	<i>Emys marmorata</i>	None	None
White circle	3 Mile Project Selfback			

Figure 1  
 Known Occurrences of Special Status Species  
 Little Deer Creek Restoration and Flood Mitigation Project  
 City of Nevada City



**RESOLUTION 2016-XX**

**A RESOLUTION OF THE CITY OF NEVADA CITY  
AWARDING A CONTRACT TO STANTEC CONSULTING SERVICES, INC. FOR  
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE WORK  
RELATED TO RESTORATION OF LITTLE DEER CREEK  
AND AUTHORIZE MAYOR TO SIGN**

**WHEREAS**, in January 2016, the City was awarded \$325,000 from the Urban Streams Restoration Grant Program to restore Little Deer Creek where it runs through Pioneer Park to mitigate flood issues on Pioneer Park's lower field; and

**WHEREAS**, the grant budget includes funding to hire a consultant to complete the California Environmental Quality Act (CEQA) compliance process; and

**WHEREAS**, in accordance with City procurement requirements, the following three bids were received through a Request for Proposals process:

1)	Stantec Consulting Services, Inc.	\$21,400
2)	Garcia and Associates	\$23,072
3)	LSA Associates, Inc.	\$38,700

**BE IT RESOLVED**, the City Council of the City of Nevada City Awards a Contract to Stantec Consulting Services, Inc. for environmental compliance work related to restoration of Little Deer Creek Project in an amount not to exceed \$21,400 for CEQA compliance and Authorize Mayor to sign.

**PASSED AND ADOPTED** at a regularly scheduled meeting of the Nevada City City Council held on this 25<sup>th</sup> day of May, 2016 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

**Jennifer Ray, Mayor**

**ATTEST:**

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**Niel Locke, City Clerk**

## REPORT TO CITY COUNCIL

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

May 25, 2016

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**TITLE: Award Contract for Professional Environmental Consulting Services for Nevada Street Bridge over Deer Creek in Nevada City**

**RECOMMENDATION:** Pass Resolution 2016-XX 1) Award a Contract for a Fixed Price, Not to Exceed Amount of \$126,280 based on an hourly based on hourly labor and other rates set forth in Consultant's Cost Proposal to LSA Associates, Inc., Rocklin, CA and Authorize Mayor to sign.

**CONTACT:** Bryan K. McAlister, City Engineer

**BACKGROUND/DISCUSSION:** The City is in the process of replacing the 1938 bridge over Deer Creek on Nevada Street in Nevada City. The project is funded through the Federal Highway Bridge Replacement program with matching funds provided by Nevada City Measure S. The bridge has been programmed for replacement as a result of routine bridge inspections conducted by Caltrans which identified numerous deficiencies. Furthermore, FHWA conducted a National Bridge inspection and identified that the bridge has unknown foundations and is considered scour critical.

City staff procured proposals for Environmental Consulting Services to prepare and provide the City with all required studies and documents described the scope of work in accordance with National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) requirements.

The Request for Proposals for Environmental Consulting Services for Nevada Street over Deer Creek Bridge Replacement was advertised in April, 2016. Six proposals were received, as follows:

- LSA Associates, Rocklin, CA
- Dokken, Folsom, CA
- Foothill Associates, Rocklin, CA
- Garcia Associates, Auburn, CA
- Sycamore, Sacramento, CA
- Stantec, Nevada City, CA

LSA Associates Inc. was selected as the most qualified consultant capable of performing the tasks required based on the following evaluation criteria set forth in the Request for Proposal:

- Understanding of the work to be done (25%)
- Experience with similar kinds of work (20%)
- Experience and qualifications of engineering staff (15%)
- Experience and qualifications of sub consultants and personnel (10%)
- Familiarity with State and Federal procedures (10%)
- Financial considerations and cost for services (10%)
- Demonstrated technical ability (10%)

Based on evaluation rankings by City staff, it is recommended that City Council formally award the contract work to LSA Associates, Inc.

**FISCAL CONSIDERATIONS:** The project will be funded by Federal Highway Bridge funds with an 11.4% matching from Measure S funds.

**ATTACHMENT:**

- ✓ Resolution 2016-XX

**RESOLUTION 2016-XX**

**A RESOLUTION OF THE CITY OF NEVADA CITY  
AWARDING A CONTRACT TO LSA ASSOCIATES, INC., ROCKLIN, CA FOR  
PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR  
NEVADA STREET BRIDGE OVER DEER CREEK IN NEVADA CITY  
AND AUTHORIZE MAYOR TO SIGN**

**WHEREAS**, the City is in the process of replacing the 1938 bridge over Deer Creek on Nevada Street; and

**WHEREAS**, funding for the bridge replacement is provided through the Federal Highway Bridge Replacement program (88.6% Federal participation) and Nevada City Measure S (11.4% local matching funds); and

**WHEREAS**, the bridge has been programmed for replacement as a result of routine bridge inspections conducted by Caltrans which identified numerous deficiencies. Furthermore, the Federal Highway Association (FHWA) conducted a National Bridge inspection and identified that the bridge has unknown foundations and is considered scour critical; and

**WHEREAS**, consistent with Municipal Code requirements, City staff advertised and received six proposals for the project.

**BE IT RESOLVED**, the City Council of the City of Nevada City awards a contract for a fixed price, with a not to exceed the amount of \$126,280 based on hourly labor, and other rates set forth in CONSULTANT's Cost Proposal to LSA Associates, Inc. of Rocklin, CA and Authorize Mayor to sign.

**PASSED AND ADOPTED** at a regularly scheduled meeting of the Nevada City City Council held on this 25<sup>th</sup> day of May, 2016 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

\_\_\_\_\_  
**Jennifer Ray, Mayor**

\_\_\_\_\_  
**Niel Locke, City Clerk**

# REPORT TO CITY COUNCIL

City of Nevada City  
317 Broad Street  
Nevada City, CA 95959  
[www.nevadacityca.gov](http://www.nevadacityca.gov)

May 25, 2016

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## **TITLE: State of California Department of Forestry and Fire Protection Conservation Camp Program Memorandum of Understanding**

**RECOMMENDATION:** Approval of Emergency Memorandum of Understanding (MOU) with CAL FIRE for the Conservation Camp Program.

**CONTACT:** Catrina Olson, Assistant City Manager

## **BACKGROUND / DISCUSSION:**

CAL FIRE is authorized under Public Resources and Penal Codes to utilize inmates or wards, assigned to conservation camps to perform the work of CAL FIRE. Through contracts or cooperative agreements CAL FIRE may permit inmates or wards to be used in the performance of conservation projects, fuel management and or hazard reduction for a public agency.

This MOU enables the City to utilize the inmates to help in fuel reduction at the Wastewater and Water Treatment Plants. The City has participated in this program for several years and have had brush clearing performed at the Pioneer Park and the treatment plants. Participation in this program is a huge asset to the City especially given the limited staff available to perform these tasks. The State Dam Safety Inspector will be coming to the City's treatment plant to inspect the reservoir so in accordance with Dam Safety Compliance the City will be having the Conservation Camp Program participants clear all of the brush and scotch broom from the face of the dam at the Water Treatment Plant, as well as, implementing vegetation management by clearing brush around the buildings at the Wastewater Treatment Plant and creating fire clearances.

Due to the sense of urgency surrounding the need for fire clearances and the dam inspection, based on Personnel Policy # 2100, Emergency Help, the City Manager may employ persons on behalf of the City as temporary employees for a period which doesn't extend beyond the emergency or the adjournment of the next regular meeting of the City Council. The City Manager has signed the MOU allowing the Wastewater and Water Plant employees to have the inmates begin work immediately.

## **FISCAL IMPACT:**

Currently the program supplies the City with a Captain and 15 inmates for \$200 per day.

## **ATTACHMENTS:**

- ✓ State of California Department of Forestry and Fire Protection Conservation Camp Program – Memorandum of Understanding

STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
CONSERVATION CAMP PROGRAM - MEMORANDUM OF UNDERSTANDING  
FC-31 (Rev. 11/10)  
MOU # \_\_\_\_\_ Master Agreement # \_\_\_\_\_

This Memorandum of Understanding (MOU) is made and entered into by and between the California Department of Forestry and Fire Protection (CAL FIRE) and City of Nevada City (Sponsor).

WHEREAS, CAL FIRE is authorized under Public Resources and Penal Codes to utilize inmates, or wards, assigned to conservation camps to perform the work of CAL FIRE;

WHEREAS, through contracts or cooperative agreement CAL FIRE may permit inmates, or wards to be used in the performance of conservation projects, fuels management and or hazard reduction (which could include slash and pile burning) for a public agency (local, state, or federal) or a qualified nonprofit organization under policies established by the Prison Industries Authority; and

WHEREAS, the Sponsor has a need for assistance in performing such projects,

The parties agree as follows:

- A. The Sponsor shall submit project proposals on a form approved by CAL FIRE (currently an FC-32). By doing so, with reference to any such proposals subsequently approved by the CAL FIRE, Sponsor agrees to:
1. Pay for all costs directly related to and necessitated by such projects, except for wages, salaries, and other remuneration paid to CAL FIRE employees, inmates, or wards, and the cost of their support.
  2. Demonstrate the availability of adequate plans and specifications, sufficient funds, materials, supplies, and equipment, adequate technical supervision and any special labor requirements to complete such projects.
  3. Obtain the approvals, notification, and permits required by any state, federal, or local agency necessary to commence construction, fuels management, or operation of such projects.
  4. Hold an orientation meeting with CAL FIRE at the commencement of such projects to explain the technical aspects, execution of, and need for such projects.
- B. From proposals submitted by the Sponsor, CAL FIRE shall select those projects meeting the priorities and resources of CAL FIRE. CAL FIRE shall submit evaluations to Sponsor that set forth any special requirements or conditions related to the projects. By so doing, with reference to any such evaluations subsequently approved by Sponsor, CAL FIRE agrees to provide labor, crew, supervision, normal transportation, food, and such tools as CAL FIRE determines to be available. Upon receipt of Sponsor's acceptance of such evaluations, projects shall be assigned to a conservation camp where they will be scheduled in accordance with the priorities and resources of CAL FIRE.
- C. Timing
1. Sponsor recognizes that fire suppression and other emergency activities have priority over any other work for conservation camp crews.
  2. Sponsor further recognizes that the resources of CAL FIRE are limited and the public service conservation work of CAL FIRE may be altered in priority form time to time.
  3. Projects will be performed within the rules and regulations of CAL FIRE which may require temporary suspension or permanent cessation of projects due to emergency conditions as defined by such rules and regulations.
  4. The Parties agree that any justified delays by either party shall be excused and costs caused by such delays shall be borne by the party incurring such costs.
- D. Work performed under this MOU will be under the immediate supervision of CAL FIRE officials. The Sponsor will provide such operation supervision, technical assistance, guidance, and inspection, as it considers necessary to properly complete the work.
- E. Nothing herein shall be construed as obligating the Sponsor to expend or to obligate funds in excess of appropriations authorized by law.
- F. All improvements constructed in whole or in part on lands owned or controlled by Sponsor will remain the property of Sponsor.
- G. Permission to perform work on lands owned or controlled by Sponsor does not in any way convey to CAL FIRE, its staff or any persons working with CAL FIRE in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor.

- H. Upon completion of each project, or any phase thereof, permission is hereby granted to CAL FIRE to place upon the project site a sign or emblem consistent in size and design to its surroundings, indicating the participation of CAL FIRE and the year thereof.
- I. Other than as indicated in Section H, neither party shall use the name of the other party in any form or manner in advertisements nor other information released to the public without the prior written approval of the other party. Sponsor may be, and CAL FIRE is, subject to the California Public Records Act. This Section I is not intended to prohibit either party from legally complying with the PRA.
- J. Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents and employees from all claims, demands, or liability arising out of the indemnifying party's performance under this MOU except where such injury or damage arose from the sole negligent or intentional acts or omissions of the other party.
- K. Neither party may assign this MOU or any interest herein without the written consent of the other party.
- L. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this MOU. Any waiver of rights by either party on any matter related to this MOU shall not be deemed to be a waiver on any other matter relating to the MOU.
- M. All provisions of this MOU constitute essential elements of the agreed exchange that is the subject matter of this MOU. Accordingly, if any of these provisions are determined to be invalid, illegal, or unenforceable in any material respect, the remainder of this MOU is not enforceable against either of the Parties except as may be necessary to effect payment for services already rendered.
- N. This MOU may be modified by mutual written agreement of the parties.
- O. This MOU takes effect shall remain in effect until \_\_\_\_\_, unless terminated prior to that date by 60 days written notice from one party to the other.

IT IS AGREED:

CAL FIRE

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Title:

Address:

SPONSOR CITY OF NOVADA CITY

Date: 5/11/2016

By: M. Prestwich

Print Name: MARK T. PRESTWICH

Title: CITY MANAGER

Address: 317 BROAD ST.  
NOVADA CITY, CA 95959

# Q4 2015



# City of Nevada City Sales Tax *Update*

First Quarter Receipts for Fourth Quarter Sales (October - December 2015)

## Nevada City In Brief

Nevada City's receipts from October through December were 4.0% above the fourth sales period in 2014. Excluding reporting aberrations, actual sales were up 1.2%.

A onetime accounting adjustment inflated positive results in building and construction while the increase in auto repair shops boosted auto-related sectors as a whole.

The overall gain in general retail holiday sales was bolstered by recent openings in art/gift/novelty stores and specialty stores. A shift in reporting periods that inflated year-ago proceeds offset receipts from new eateries in the restaurant and hotel group.

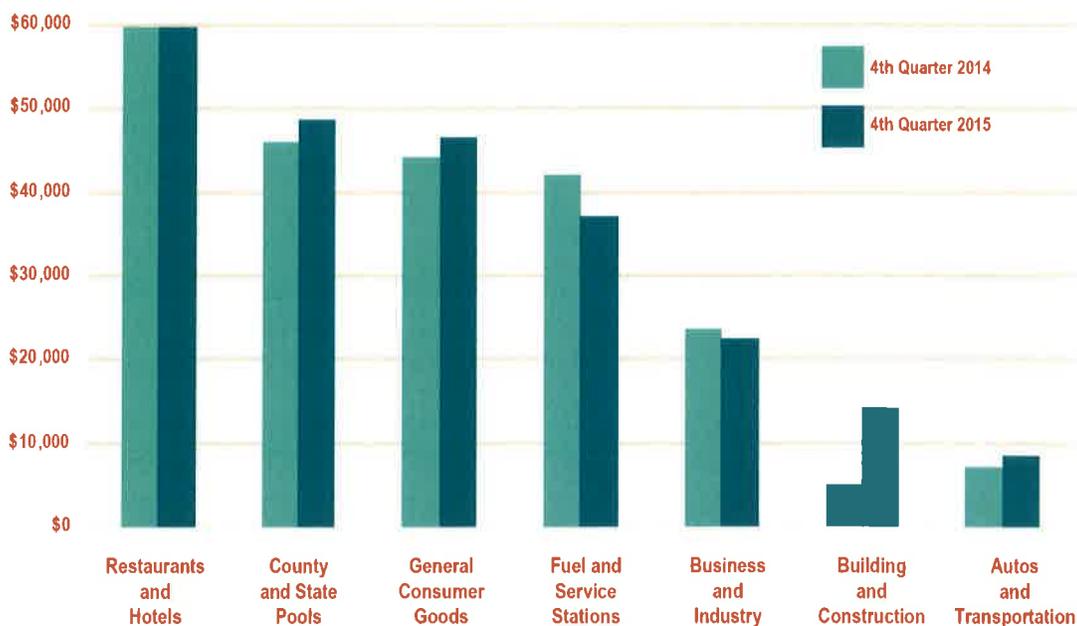
An increase in the City's share of the countywide use tax allocation pool contributed to the rise in gross receipts overall.

Lower fuel prices depressed fuel and service station returns. A business closeout accounted for the decline in business and industry.

Receipts from the City's voter-approved transactions tax districts, Measure S and Measure L, were up 3.3% once temporary payment deviations were removed.

Net of aberrations, taxable sales for all of Nevada County grew 6.1% over the comparable time period; the Far North region was up 4.5%.

## SALES TAX BY MAJOR BUSINESS GROUP



## TOP 25 PRODUCERS

IN ALPHABETICAL ORDER

Abstrakt	Plaza Tire & Auto Service
Crazy Horse Saloon & Grill	Port of Subs Express Market
D&D Plumbers Supply	Riebes Auto Parts
Earth Song Market & Cafe	Robinson Enterprises
Express Mart & Liquor	Robinson Enterprises
Ferrellgas	Sierra Metal Fabricators
Friar Tucks Restaurant	Sopa Thai Cuisine
Fur Traders	South Pine Cafe
JH Petroleum	SPD Market
Leftys Grill	Telestream
Matteos Public	Three Forks Bakery & Brewing
New Moon Cafe	Vital Garden Supply
Northridge of Nevada City	

## REVENUE COMPARISON

Three Quarters – Fiscal Year To Date

	2014-15	2015-16
Point-of-Sale	\$587,082	\$586,005
County Pool	122,815	125,226
State Pool	538	717
<b>Gross Receipts</b>	<b>\$710,435</b>	<b>\$711,948</b>
<b>Less Triple Flip*</b>	<b>\$(177,609)</b>	<b>\$(177,987)</b>
<b>Measure S</b>	<b>\$468,437</b>	<b>\$448,247</b>
<b>Measure L</b>	<b>\$347,528</b>	<b>\$333,941</b>

Published by HdL Companies in Spring 2016

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**California Overall**

Excluding accounting aberrations, local sales and use tax receipts from the fourth quarter of 2015 ended 2.6% above 2014's holiday quarter.

Solid returns for autos, RVs, building materials and most categories of restaurants were the primary contributors to the statewide increase. The growth in online shopping for merchandise shipped from out-of-state continued to raise countywide use tax allocation pool revenues.

The gains were largely offset by a 13.2% drop in tax receipts from service stations and other fuel-related expenditures. Except for value price clothing and shoes, most categories of general consumer goods were flat or down, reflecting heavy price discounting to reduce excess holiday inventories and the impact of the strong dollar on international tourist spending.

With some exceptions, particularly in the areas of computers and agricultural chemicals, overall receipts from business and industrial expenditures were also down primarily due to cutbacks in capital spending by energy producers and manufacturers of exported goods, equipment and raw materials.

Intense competition and price pressures resulted in only modest gains in receipts from grocers and pharmacists with the largest increase in this group coming from liquor stores and marijuana dispensaries.

HdL's most recent economic consensus forecast anticipates similar modest gains through 2016 with an eventual peak in auto sales replaced by strong sales of building and construction materials for home improvement and new housing. A recovery in tax receipts from fuel is not expected until the end of the year.

**The Triple Flip Is Over!**

Beginning with taxes collected in January and forward, local governments will again receive their full share of Bradley-Burns sales and use tax reve-

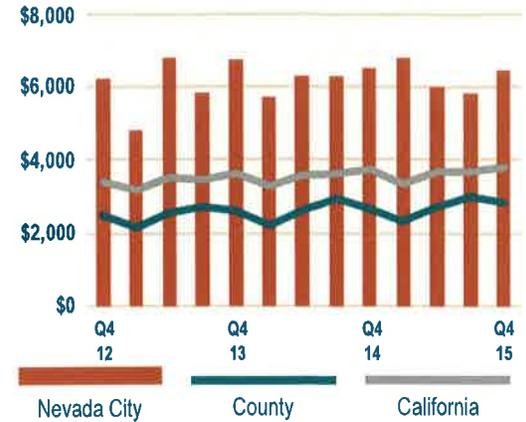
nues thus ending an eleven-year program known as the Triple Flip.

The program began in 2004 when voters approved a \$15 billion bond issue to cover operating deficits resulting from a combination of that year's economic downturn plus failure to offset the loss of revenue from the Governor's popular reduction in the 65-year-old, 2% Motor Vehicle In-Lieu Tax.

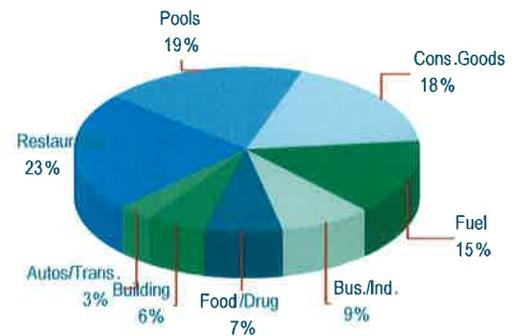
The State retained 25% of local sales tax to guarantee the bonds, reimbursed local governments from monies meant for schools and replaced the money taken from schools with state general funds thus creating what became known as the Triple Flip. The financing scheme resulted in interest payments totaling \$4.8 billion, plus another \$200 million in administrative fees while creating new budget challenges for local governments.

It also resulted in voter passage of constitutional amendment Proposition 1A that bars state tampering with local sales and use tax revenues in the future.

**SALES PER CAPITA**



**REVENUE BY BUSINESS GROUP**  
Nevada City This Quarter



**NEVADA CITY TOP 15 BUSINESS TYPES**

Business Type	Nevada City		County	HdL State
	Q4 '15	Change	Change	Change
Art/Gift/Novelty Stores	7,165	42.7%	12.6%	4.0%
Auto Repair Shops	5,888	24.9%	23.9%	5.8%
Casual Dining	53,124	-3.7%	10.9%	5.7%
Contractors	— CONFIDENTIAL —	—	10.8%	11.1%
Family Apparel	4,683	6.8%	1.4%	4.0%
Fuel/Ice Dealers	— CONFIDENTIAL —	—	13.4%	-8.3%
Garden/Agricultural Supplies	— CONFIDENTIAL —	—	31.6%	15.9%
Grocery Stores Liquor	— CONFIDENTIAL —	—	1.7%	0.6%
Heavy Industrial	— CONFIDENTIAL —	—	-1.9%	-5.2%
Petroleum Prod/Equipment	— CONFIDENTIAL —	—	-17.4%	-30.0%
Plumbing/Electrical Supplies	— CONFIDENTIAL —	—	37.4%	9.7%
Quick-Service Restaurants	4,209	24.2%	5.8%	8.0%
Service Stations	— CONFIDENTIAL —	—	-0.9%	-10.5%
Specialty Stores	11,330	10.9%	8.2%	4.4%
Women's Apparel	6,593	5.5%	316.0%	1.1%
<b>Total All Accounts</b>	<b>206,839</b>	<b>3.7%</b>	<b>7.2%</b>	<b>2.4%</b>
<b>County &amp; State Pool Allocation</b>	<b>48,591</b>	<b>5.4%</b>	<b>9.1%</b>	<b>10.8%</b>
<b>Gross Receipts</b>	<b>255,430</b>	<b>4.0%</b>	<b>7.6%</b>	<b>3.5%</b>

# REPORT TO CITY COUNCIL

City of Nevada City  
317 Broad Street  
Nevada City, CA 95959  
[www.nevadacityca.gov](http://www.nevadacityca.gov)

May 25, 2016

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**TITLE:** Fire Activity Report – April 2016

**RECOMMENDATION:** Receive and file.

**CONTACT:** Sam Goodspeed, Fire Chief

SG

**BACKGROUND / DISCUSSION:** The attached Fire Activity Report reviews the monthly responses including incident type, location and participation for Nevada City Fire Station 54.

**ENVIRONMENTAL CONSIDERATIONS:** Not applicable.

**FISCAL IMPACT:** Not applicable.

**ATTACHMENTS:**

- ✓ Station 54 Incident Responses
- ✓ Nevada City Incident Responses
- ✓ Station 54 Incident Type Summary
- ✓ Year to Date Incident Participation

## Station 54 Incident Responses

**Alarm Date Between {04/01/2016} And {04/30/2016}**

Alm Date	Alm Time	Location	Incident Type
04/01/2016	00:12:14	400 RAILROAD AVE /11/Neva	554 Assist invalid
04/01/2016	01:24:56	400 RAILROAD AVE /8/Nevad	554 Assist invalid
04/01/2016	13:28:00	15534 Ridge Estates RD /N	554 Assist invalid
04/01/2016	21:15:00	841 Old Tunnel RD /12/Gra	554 Assist invalid
04/02/2016	12:31:00	841 Old Tunnel RD /12/Gra	311 Medical assist, assist EMS c
04/02/2016	17:11:00	873 Sutton WAY /Grass Val	410 Combustible/flammable gas/li
04/03/2016	15:34:00	222 Bennett RD /Grass Val	311 Medical assist, assist EMS c
04/03/2016	17:19:00	425 Nimrod ST /A/Nevada C	321 EMS call, excluding vehicle
04/03/2016	22:17:00	11274 Burjer Road /Nevada	354 Trench/below-grade rescue
04/04/2016	14:42:00	1020 Whispering Pines LN	111 Building fire
04/04/2016	17:51:00	133 Argall WAY /C/Nevada	622 No Incident found on arrival
04/04/2016	18:01:00	415 Sierra College DR /Gr	611 Dispatched & cancelled en ro
04/05/2016	09:52:06	305 RAILROAD AVE /1/Nevad	412 Gas leak (natural gas or LPG
04/05/2016	16:57:55	115 Sparrow CIR /Grass Va	321 EMS call, excluding vehicle
04/06/2016	01:54:19	841 Old Tunnel RD /60 Uni	554 Assist invalid
04/06/2016	12:47:44	400 HOOVER LN /Nevada Cit	511 Lock-out
04/07/2016	10:57:00	145 BOST AVE /Nevada City	745 Alarm system activation, no
04/07/2016	11:26:00	145 BOST AVE /Nevada City	735 Alarm system sounded due to
04/07/2016	13:42:00	Nevada City HWY & Glenwoo	311 Medical assist, assist EMS c
04/08/2016	14:03:00	N 39.252267, W-121.039283	142 Brush or brush-and-grass mix
04/08/2016	18:30:00	444 Brock RD /Nevada City	554 Assist invalid
04/09/2016	09:34:00	Jones Ridge RD & Peach CT	311 Medical assist, assist EMS c
04/09/2016	11:00:00	14230 Lee LN /Nevada City	311 Medical assist, assist EMS c
04/09/2016	13:12:00	775 Old Tunnel RD /314/Gr	381 Rescue or EMS standby
04/09/2016	13:23:00	12914 Quaker Hill Cross R	111 Building fire
04/09/2016	17:07:00	Brunswick RD & State High	324 Motor Vehicle Accident with
04/09/2016	23:36:00	N. Bloomfield Granitevill	324 Motor Vehicle Accident with
04/10/2016	17:30:00	12884 Hoppy Hollow RD /Gr	611 Dispatched & cancelled en ro
04/11/2016	07:53:37	841 Old Tunnel RD /Grass	311 Medical assist, assist EMS c
04/11/2016	08:18:50	12255 Loma Rica DR /Grass	740 Unintentional transmission o
04/13/2016	09:41:00	1364 Whispering Pines LN	311 Medical assist, assist EMS c
04/13/2016	13:13:00	16797 State Highway 49 HW	551 Assist police or other gover
04/14/2016	13:31:00	12466 Nevada City HWY /Gr	412 Gas leak (natural gas or LPG
04/15/2016	10:49:00	265 Sutton WAY /311/Grass	311 Medical assist, assist EMS c
04/15/2016	11:54:00	198 Gold Flat Road /Nevad	321 EMS call, excluding vehicle
04/15/2016	20:44:00	20400 Rector RD /Nevada C	141 Forest, woods or wildland fi
04/16/2016	14:20:00	State Highway 20 HWY & Ne	322 Motor vehicle accident with
04/16/2016	14:32:00	11482 Tower Hill RD /Neva	554 Assist invalid
04/16/2016	15:18:00	10341 Granholm LN /Nevada	561 Unauthorized burning
04/16/2016	20:14:00	412 Brunswick RD /Grass V	700 False alarm or false call, O
04/18/2016	06:36:53	301 Sacramento ST /Nevada	111 Building fire
04/18/2016	08:46:00	1081 E Main ST /Grass Val	324 Motor Vehicle Accident with
04/18/2016	09:26:45	11653 Emerald CT /Nevada	311 Medical assist, assist EMS c
04/18/2016	23:53:12	841 Old Tunnel RD /60 Uni	554 Assist invalid
04/19/2016	10:29:00	17890 Lazy Dog RD /Nevada	311 Medical assist, assist EMS c
04/20/2016	11:01:00	415 Sierra College DR /Gr	311 Medical assist, assist EMS c
04/20/2016	15:33:00	185 Woodcrest WAY /Grass	113 Cooking fire, confined to co
04/20/2016	16:42:00	1556 Mullberry DR /Grass	131 Passenger vehicle fire
04/21/2016	05:38:00	821 Zion ST /B5/Nevada Ci	320 Emergency medical service, o

## Station 54 Incident Responses

**Alarm Date Between {04/01/2016} And {04/30/2016}**

<b>Alm Date</b>	<b>Alm Time</b>	<b>Location</b>	<b>Incident Type</b>
04/21/2016	11:01:00	1150 North Bloomfield RD	322 Motor vehicle accident with
04/21/2016	17:05:00	State Hwy 49 HWY & Sun Sh	463 Vehicle accident, general cl
04/21/2016	20:22:00	1456 Mulberry DR /Grass V	400 Hazardous condition, Other
04/22/2016	08:20:00	121 Dorsey DR /Grass Vall	100 Fire, Other
04/22/2016	10:05:00	16540 Cooper RD /Nevada C	815 Severe weather or natural di
04/22/2016	13:53:00	12522 Honeydew LANE /Gras	311 Medical assist, assist EMS c
04/22/2016	17:28:00	1954 Nevada City HWY /Gra	311 Medical assist, assist EMS c
04/22/2016	20:16:00	13355 Grass Valley AVE /G	321 EMS call, excluding vehicle
04/23/2016	13:44:09	820 Zion ST /Nevada City,	700 False alarm or false call, O
04/24/2016	06:47:19	12419 Lost Lake RD /Grass	554 Assist invalid
04/25/2016	05:33:26	825 Old Tunnel RD /102/Gr	554 Assist invalid
04/25/2016	11:40:00	873 Sutton WAY /Grass Val	311 Medical assist, assist EMS c
04/26/2016	11:43:00	775 Old Tunnel RD /212/Gr	320 Emergency medical service, o
04/26/2016	12:04:00	316 Olympia Park CIR /Gra	320 Emergency medical service, o
04/27/2016	00:09:00	10099 Celio Road /Nevada	531 Smoke or odor removal
04/27/2016	13:00:44	825 Old Tunnel RD /310/Gr	113 Cooking fire, confined to co
04/27/2016	15:10:00	825 Old Tunnel RD /Grass	745 Alarm system activation, no
04/29/2016	01:58:00	13481 Idaho Maryland RD /	700 False alarm or false call, O
04/29/2016	15:42:09	Brunswick RD & Idaho-Mary	324 Motor Vehicle Accident with
04/29/2016	23:47:18	301 Sacramento ST /Nevada	311 Medical assist, assist EMS c
04/30/2016	07:46:27	12914 Lost Lake RD /Grass	554 Assist invalid
04/30/2016	12:09:39	10743 Ridge Rd. /Grass Va	554 Assist invalid

**Total Incident Count      71**

# NCC Fire

## Nevada City Incident List

Alarm Date Between {04/01/2016} And {04/30/2016}

Alm Date	Alm Time	Location	Incident Type
04/01/2016	00:12:14	400 RAILROAD AVE /11/Nevada	554 Assist invalid
04/01/2016	01:24:56	400 RAILROAD AVE /8/Nevada	554 Assist invalid
04/02/2016	12:37:00	Pioneer Park/Nevada City, CA	551 Assist police or other
04/02/2016	18:00:00	Commercial ST & York ST	551 Assist police or other
04/03/2016	17:19:00	425 Nimrod ST /A/Nevada City,	321 EMS call, excluding vehicle
04/04/2016	17:51:00	133 Argall WAY /C/Nevada	622 No Incident found on arrival at
04/05/2016	09:52:06	305 RAILROAD AVE /1/Nevada	412 Gas leak (natural gas or LPG)
04/06/2016	12:47:44	400 HOOVER LN /Nevada City,	511 Lock-out
04/07/2016	10:57:00	145 BOST AVE /Nevada City, CA	745 Alarm system activation, no fire
04/07/2016	11:26:00	145 BOST AVE /Nevada City, CA	735 Alarm system sounded due to
04/08/2016	10:19:00	225 Nihell ST /Nevada City,	611 Dispatched & cancelled en route
04/08/2016	17:07:00	735 Zion Street /Nevada City,	311 Medical assist, assist EMS crew
04/08/2016	18:30:00	444 Brock RD /Nevada City, CA	554 Assist invalid
04/11/2016	12:57:00	60 Bourbon Hill RD /Nevada	321 EMS call, excluding vehicle
04/15/2016	11:54:00	198 Gold Flat Road /Nevada	321 EMS call, excluding vehicle
04/18/2016	06:36:53	301 Sacramento ST /Nevada	111 Building fire
04/21/2016	05:38:00	821 Zion ST /B5/Nevada City,	320 Emergency medical service, other
04/22/2016	13:08:00	412 Commercial ST /Nevada	311 Medical assist, assist EMS crew
04/23/2016	13:44:09	820 Zion ST /Nevada City, CA	700 False alarm or false call, Other
04/24/2016	11:41:00	Broad ST & Sacramento ST	510 Person in distress, Other
04/24/2016	16:33:00	514 Nursery ST /Nevada City,	321 EMS call, excluding vehicle
04/25/2016	01:39:00	925 MAIDU AVE /Nevada City,	321 EMS call, excluding vehicle
04/27/2016	11:41:00	925 MAIDU AVE /Nevada City,	311 Medical assist, assist EMS crew
04/28/2016	17:06:00	530 Nevada ST /Nevada City,	553 Public service
04/29/2016	23:47:18	301 Sacramento ST /Nevada	311 Medical assist, assist EMS crew
04/30/2016	12:27:00	140 Grove ST /Nevada City, CA	311 Medical assist, assist EMS crew
04/30/2016	21:24:00	353 Old Downieville HWY	321 EMS call, excluding vehicle

**Total Incident Count 27**

**NCC Fire**

**NEV Year-to-date Incident Participation**

**Activity Date Between {07/01/2015} And  
{04/30/2016}**

<b>Staff Id/Name</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Total</b>	<b>Percent</b>
NEV-03 Cartzdafner, Kevin L	46	36	20	21	0	0	50	31	36	22	38	42	342	38.08
NEV-65 Chau, Michael	23	37	51	34	0	0	10	28	23	34	21	35	296	32.96
NEV-I007 Fish, Michael	0	0	0	0	0	0	33	30	32	22	18	29	164	18.26
NEV-I011 Giranis, Steve	27	24	44	31	0	0	0	0	0	0	0	3	129	14.36
NEV-09 Goodspeed, Samuel J	0	0	36	19	0	0	34	22	34	22	21	0	188	20.93
NEV-40 Nunnink, Collin	0	0	7	30	0	0	0	0	0	0	0	0	37	4.12
NEV-15 Paulus, Daniel H	36	30	51	31	0	0	18	31	24	38	16	48	323	35.96
NEV-67 Pistochini, Travis	24	32	46	0	0	0	0	1	7	27	38	41	216	24.05
NEV-59 Radican, Robert	31	7	0	1	0	0	41	31	36	29	21	28	225	25.05
NEV-I012 Rohrer, Nicholas	23	20	9	0	0	0	0	0	0	0	0	0	52	5.79
NEV-53 Schaaake, Mathew	0	0	0	0	0	0	0	0	0	5	0	0	5	0.55
NEV-66 Silvas, Eric	0	0	0	0	0	0	10	23	20	0	0	0	53	5.90
NEV-I010 Wheeler, Justin	21	21	18	0	0	0	0	0	0	0	0	0	60	6.68

<b>Total Runs by Month</b>											
<b>Jan</b>	90	<b>Feb</b>	75	<b>Mar</b>	113	<b>Apr</b>	75	<b>May</b>	0	<b>Jun</b>	0
<b>Jul</b>	86	<b>Aug</b>	86	<b>Sep</b>	96	<b>Oct</b>	94	<b>Nov</b>	79	<b>Dec</b>	104

**Grand Total Runs: 898**

**CITY OF NEVADA CITY**  
**DRAFT ACTION MINUTES**  
**REGULAR CITY COUNCIL MEETING OF MAY 11, 2016**

**NOTE:** This meeting is available to view on the City's website [www.nevadacityca.gov](http://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 Corey Shaver, Deputy City Clerk at (530) 265-2496, ext 133.

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

**REGULAR MEETING – 6:30 PM - Call to Order**

**Roll Call:** Present: Andersen, Bergman, Strawser, Vice Mayor Phelps, & Mayor Ray

**PLEDGE OF ALLEGIANCE**

**PROCLAMATION:** National Preservation Month – May 2016

**PRESENTATION:** Kiwanis Club for Pioneer Park Bike Rack

**1. BUSINESS FROM THE FLOOR-PUBLIC COMMENT** (Per Government Code Section 54954.3)

Please refer to the meeting video on the City's website at [www.nevadacityca.gov](http://www.nevadacityca.gov).

**2. COUNCIL MEMBERS REQUESTED ITEMS AND COMMITTEE REPORTS:**

Please refer to the meeting video on the City's website at [www.nevadacityca.gov](http://www.nevadacityca.gov) for additional comments.

**3. CONSENT ITEMS:**

- A. Subject:** County of Nevada AB1600 Recreation Mitigation Funding Grant Agreement  
**Recommendation:** Authorize the Mayor to sign the Park & Recreation Mitigation Fees FY 2015/2016 Grant Agreement (City of Nevada City Pioneer Park Picnic Area Improvements)
- B. Subject:** Recognition Sign for Bike Rack at Pioneer Park  
**Recommendation:** Approve language on the sign as presented in staff report.
- C. Subject:** Request for In-Kind Sponsorship of Nevada City Film Festival Summer "Movies Under the Pines, Outdoor Film Series"  
**Recommendation:** Approve request to provide in-kind sponsorship of Nevada City Film Festival's summer "Movies Under the Pines Outdoor Film Series" in the form of allowing use of Pioneer Park Band Shell and adjacent field at no charge on June 4, July 9 and August 27, 2016.
- D. Subject:** Conflict of Interest Code Policy Update  
**Recommendation:** Pass Resolution 2016-17 updating the Conflict of Interest Code policy.

**Action:** Motion by Strawser, seconded by Phelps to approve Consent Calendar as presented.  
**(Approved 5 - 0)**

**4. APPROVAL OF ACTION MINUTES:**

- A.** City Council Meeting – City Council Meeting – April 27, 2016

**Action:** Motion by Strawser, seconded by Phelps to approve the April 27, 2016 Minutes.  
**(Approved 5 - 0)**

**5. DEPARTMENT REQUESTED ACTION ITEMS AND UPDATE REPORTS:**

**6. PUBLIC HEARINGS:**

**7. OLD BUSINESS:**

**8. NEW BUSINESS:**

- A. **Subject:** Consideration of Modifying Chapter 5.32 Licensure of Tobacco Retailers and Regulations Related to Vaping Lounge Uses

**Recommendation:** Provide direction to staff regarding 1) whether to amend Chapter 5.32, Licensure of Tobacco Retailers, to update the “definitions” section in a manner that would capture e-cigarettes and vaping products, 2) whether to consider a cap on the number of tobacco retail licenses permitted in the City, and 3) whether to have the Planning Commission consider prohibition of vaping lounge uses within zoning designations throughout the City.

**Action:** Motion by Strawser, seconded by Andersen to provide direction to staff regarding 1) amend Chapter 5.32, Licensure of Tobacco Retailers, to update the “definitions” section in a manner that would capture e-cigarettes and vaping products, 2) “Cease of Use” clause on the four tobacco retail licenses permitted in the City, and 3) Planning Commission to consider prohibition of vaping lounge uses within zoning designations throughout the City.

**(Approved 5 – 0)**

- B. **Subject:** Sewer Utility Billing Calculation Correction

**Recommendation:** Receive, file and authorize collection of under charged accounts over a two-year period.

**Action:** Motion by Strawser, seconded by Phelps to receive, file, and authorize the collection of under charged accounts over a two-year period beginning July 1, 2016.

**(Approved 3 – 2, AYES: Phelps, Strawser, Bergman – NOES: Ray & Andersen)**

**9. CORRESPONDENCE:**

**10. ANNOUNCEMENTS:**

Please refer to the meeting video on the City’s website at [www.nevadacityca.gov](http://www.nevadacityca.gov).

**11. CITY MANAGER’S REPORT:**

- A. **Subject:** City Council Transition

**Direction:** Staff to explore July 6, 2016 as the meeting date for City Council Transition instead of the Regular Scheduled City Council Meeting of July 13, 2016.

**12. ADJOURNMENT – 8:01 p.m.**

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Jennifer Ray, Mayor

ATTEST:

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Niel Locke, City Clerk

## REPORT TO CITY COUNCIL

May 25, 2016

City of Nevada City  
317 Broad Street  
Nevada City, CA 95959  
[www.nevadacityca.gov](http://www.nevadacityca.gov)

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**TITLE:** Expectations of Applicant, Charlotte Dewar in her Appeal of Planning Commission Decision to Deny an Architectural Review Application to Construct a Front Entry Façade on the Accessory Building located at 254 Boulder Street

**RECOMMENDATION:** After holding a public hearing, Council shall make a determination whether or not to set a date certain for the applicant to come back before Council with modifications to the design of her front entry façade of her accessory building.

**CONTACT:** Amy Wolfson, City Planner

### **BACKGROUND / DISCUSSION:**

The Planning Commission first heard the Architectural Review proposal by Ms. Dewar to construct a front entry façade on the accessory structure at their July 16, 2015 meeting. The submittal included stone piers salvaged from the original building's foundation, exposed wood posts and beams in a style that was consistent with the existing door and window treatments. The accessory structure is setback from the street a distance of approximately 200-feet.

At the July meeting, the Planning Commission voted to continue the review of the application until such time the applicant was able to revise the design in a manner that was more in keeping with the City's architectural standards and Design Guidelines.

On September 17, 2015, the Planning Commission reviewed a revised proposal by the applicant, which displayed fewer architectural details. Commissioners expressed dismay that the revised submittal was too similar to the original proposal. The Commission voted 4-1 (Commissioner Croul provided the dissenting vote) to make a motion of intent to deny the application at such time that staff was able to prepare appropriate denial findings. On February 18, 2016, the Planning Commission reviewed denial findings prepared by staff, and voted 5-0 to deny the Architectural Review application.

On March 30, 2016, Council heard an appeal by the applicant, requesting that Council overturn the Planning Commission's decision and approve the most recent design submitted by the applicant. Council voted to make a motion of intent to approve a modified design, with an offer to work with the appellant to come up with a re-designed project in a manner that is more compatible with the neighboring properties and with the Italianate residence on the property.

### **STAFF RECOMMENDATION**

If desired, Council may make a motion to set a date certain to require that the applicant come before Council with a simplified re-design for the front entry façade of the accessory building located at 254 Boulder Street.

## REPORT TO CITY COUNCIL

City of Nevada City  
317 Broad Street  
Nevada City, CA 95959  
[www.nevadacityca.gov](http://www.nevadacityca.gov)

May 25, 2016

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### **TITLE: Participation in the California Home Energy Renovation Opportunity (HERO) Program**

### **RECOMMENDATION:**

1. Adopt Resolution 2016-XX consenting to include Nevada City within the California HERO program to finance distributed generation renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure.

**CONTACT:** Amy Wolfson, City Planner

**BACKGROUND / DISCUSSION:** In today's economic environment, it may be difficult to finance installation of renewable energy, energy efficiency, and water conservation improvements or electric vehicle charging infrastructure. Assembly Bill (AB) 811 signed into law on July 21, 2008, and AB 474 (amending Chapter 29 of Part 3 of Division 7 of the California Streets & Highways Code), effective January 1, 2010, sought to promote installation of such energy and water saving improvements by authorizing local legislative bodies like the City Council of Nevada City, to designate areas within their jurisdiction which such permanent installations could be financed through voluntary contractual assessments against their improved property. This financing has come to be known as Property Assessed Clean Energy (PACE).

The Home Energy Renovation Opportunity (HERO) Program was developed as an integrated, secure platform for PACE financing designed to make the estimating, approval, documentation and funding process as easy as possible. It's time-tested and has been adopted by more than 406 communities and unincorporated areas in 44 different counties. It is a turnkey program available to property owners in cities that decide to participate by adopting a resolution to expand the HERO program to City properties. Program participation in HERO is 100% voluntary for qualifying improvements to properties and allows pay-off at any time with no prepayment penalty. All funding, support services and technology are provided to the property owner at no cost to cities deciding to participate in making the HERO Program available.

Among the goals of Nevada City's Energy Action Plan, adopted by City Council in May 2015, is an effort to increase energy efficiency of existing structures throughout the city. Approximately 80% of the city's housing inventory was built prior to current building code standards that promote energy efficient construction practices. This presents a tremendous opportunity for the city to drastically improve its energy efficiency through these voluntary building improvements, including solar installation, appliance upgrades, window replacement, and other similar improvements. The HERO program will incentivize these types of improvements through attractive financing availability and will therefore further the goals of the Energy Action Plan.

The California HERO Program materials cite the following benefits in participating jurisdictions:

The benefits to the property owner include:

- Eligibility: In today's economic environment, alternatives for property owners to finance renewable energy, energy efficiency, water efficiency improvements or electric vehicle charging infrastructure may not be available. As such many property owners do not have financing options available that would provide funding for improvements that lower their utility bills.
- Savings: Energy prices continue to rise and selecting in energy efficient, water efficient, and renewable energy improvements reduces utility bills.
- 100% voluntary. Property owners can choose to participate in the program at their discretion. Improvements and properties must meet eligibility criteria in order to qualify for financing.
- Payment obligation stays with the property. Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Certain residential conforming mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.
- Prepayment option. The property owner can choose to pay off the assessments at any time, with no prepayment penalty.
- Customer oriented program. Part of the success of the program is the prompt customer service. Committed funding partners provide funding promptly upon project completion resulting in both property owner and contactor satisfaction.

The benefits to the City include:

- Increase local jobs.
- An increase in property values (energy efficient homes and buildings are worth more money).
- An increase in sales, payroll and property tax revenue.
- As in conventional assessment financing, the City is not obligated to repay the bonds or to pay any delinquent assessments levied on the participating properties.
- Assessment administration, bond issuance, and bond administration functions are handled by California HERO. Minimal, if any, City staff time is needed to participate in the California HERO Program.
- By leveraging the already successful HERO Program, the City can offer financing to property owners more quickly, easily and much less inexpensively than establishment of a new local Program.
- Furthering the goals of the adopted Energy Action Plan.

The proposed resolution enables the California HERO Program to be available to owners of property within our City to finance renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure.

**FINANCIAL CONSIDERATIONS:** No negative fiscal impact to the City's general fund will be incurred by consenting to the inclusion of properties within the City limits in the California HERO Program. All California HERO Program administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee which is also collected on the property owner's tax bill.

**ATTACHMENT:** Exhibit A – Resolution 2016-XX

**RESOLUTION NO. 2016-XX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEVADA CITY  
CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S  
JURISDICTION IN THE CALIFORNIA HOME ENERGY RENOVATION  
OPPORTUNITY (HERO) PROGRAM TO FINANCE DISTRIBUTED  
GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER,  
EFFICIENCY IMPROVEMENTS, AND ELECTRIC VEHICLE CHARGING  
INFRASTRUCTURE**

**WHEREAS**, the California HERO Program provides for the financing of renewable energy distributed generation sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29"), within counties and cities throughout the State of California that elect to participate in such program; and

**WHEREAS**, the City of Nevada City (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

**WHEREAS**, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

**WHEREAS**, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

**WHEREAS**, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence in an effort to further the goals of the Nevada City Energy Action Plan, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Improvements; and

**WHEREAS**, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of the Improvements.

2. This City Council consents to inclusion in the California HERO Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program.

3. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the program.

4. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

**PASSED AND ADOPTED** at the regularly scheduled meeting of the Nevada City City Council held on the 25<sup>th</sup> day of May, 2016 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**Jennifer Ray, Mayor**

**ATTEST:**

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**Niel Locke, City Clerk**